

2018/2019 Season and 4Ever Wild -

Terms and conditions Recommendations

- The following terms and conditions are applicable to all Minnesota Wild Season Ticket Members (STM). For the purpose of these Terms, “STM” is defined as an individual or corporate entity that agrees to purchase a (i) full season package, a (ii) half season package, and/or a (iii) 11-game package.
- You, the STM acknowledge and agree to the following:
 1. **All sales are final: No Refunds or Exchanges:** STM are not entitled to any refunds, exchange, or cancellations on their STM account (“Account”), including, without limitation, in the case of inability of or failure by STM to use any or all of the tickets. Payments must be timely made on or before the agreed upon Payment Plan dates. Delivery of the tickets shall be made prior to the first pre-season home game at Xcel Energy Center to the applicable hockey season, and only upon receipt by the Minnesota Wild of full payment of monies currently due in connection with the applicable STM Account. For STMs that are set-up on installment Payment Plans: in the event that such STM fails to timely make any require payments, the Minnesota Wild reserve the right to either (a) withhold your tickets for the upcoming games until such time as payment is made and the Account is in good standing, or (b) terminate your Account, with any payments made prior to the termination date forfeited by STM.
 2. **Revocable License:** This ticket is a revocable license, which may be withdrawn and admission to the Xcel Energy Center refused for any reason upon refunding the purchase price. Resale or attempted resale at a price or in a manner in violation of any federal, state, or local law or regulation is grounds for seizure or cancellation without compensation. Tickets obtained from sources other than the Minnesota Wild Hockey Club L.P., its authorized agents, or the arena box office may be lost or stolen tickets and may not be honored. Persons in possession of such tickets are subject to questioning by authorities, removal from the arena and prosecution. This ticket may not be used for advertising, promotions (including contests or sweepstakes) commercial or other trade purposes without the express written consent of the Minnesota Wild Hockey Club L.P.
 3. **4Ever Wild Auto-Renewal Plan**, the undersigned STM-of-record, subject to the terms outlined in this Section 3, hereby acknowledge that STM will be included in the “4Ever Wild” auto-renewal STM plan (the “4Ever Wild Plan”). In connection with the 4Ever Wild Plan, STM further acknowledge the following:
 - STM will have a choice between a 10-month payment plan, a 4-month payment plan, or a pay-in-full payment option (each, a “Payment Plan”).
 - The 4Ever Wild auto-renewal plan shall automatically be extended for successive NHL pre-season, regular seasons, Minnesota Wild post-seasons unless terminated by both parties in

accordance with the terms of this agreement. STM agrees to pay all cost of tickets and fees of tickets associated with NHL pre-season, regular season and post-season events using the same tender.

- STM will be provided with a Dues Statement via the online platform, “My Wild Account” www.wild.com/mywildaccount for the upcoming Minnesota Wild season each February/March (e.g., statement in February/March 2019 will be for the 2019-2020 season and any potential 2019 Stanley Cup Playoff games that the Minnesota Wild participate in). In the event that STM has any issue with any amount or any Payment Plan outlined on the Dues Statement, STM shall promptly notify the Minnesota Wild.
- STM can terminate their 4Ever Wild Plan, for any reason, during the “Opt Out” time period and their STM Account by delivering written notice of such intent to terminate to the Minnesota Wild via written notice to their Fan Relation Representative or by email customer.service@wild.com.
- Upon receipt of the Termination Notice by the Minnesota Wild, (i) STM will not be obligated to honor any future Payment Plan payments for the upcoming season, (ii) the Minnesota Wild, effective as of the noted effective date of termination in the Termination Notice, will not be obligated to honor any future tickets for future seasons.

4. **STM Payment Plan Terms:** the following are applicable to each STM Account (inclusive of 4Ever Wild Plans) wherein four (4) or more installments are scheduled:

- I, the undersigned, hereby authorize the Minnesota Wild to process payment of my account balance in accordance with the Payment plan selected by me (e.g., 10-Month, 4-Month, or pay-in-full). I further authorize the Minnesota Wild to automatically charge my credit card or debit card in order to process the Payment Plan. I agree that no prior notification will be provided unless the date or amount of the payment changes, in which case notice will be provided a minimum of 10 days in advance of the payment being initiated/processed by the Minnesota Wild. This constitutes your copy of the recurring payment authorization to the Minnesota Wild - please retain a copy for your records.
- ** The Payment Plan is subject to the terms of the Truth in Lending Act (TILA). I hereby acknowledge my awareness that (i) I am not being assessed a finance charge for participating in the Payment Plan; (ii) the Balance is not subject to any assessed interest; (iii) I am not subject to any pre-payment penalty for paying the Balance in advance of the designated Payment Plan dates; and (iv) Late Payment Plan payments are subject to the Terms. I hereby further acknowledge that I have been provided with all the necessary information relating to the purchase of the Tickets and my participation in the Payment Plan, and that Minnesota Wild Hockey Club LP has my express authorization to process payment of the Balance and Payment Plan as outlined above.*

The foregoing payment authorization shall remain in effect for so long as my 4Ever Wild membership remains in effect.

5. **Partial Payment:** STM acknowledges that partial payment of the STM Balance or use of any of the Account tickets indicates acceptance of these Terms and constitutes a legal obligation on the part of the STM to remit the entire Account Balance. Any partial payments received by the Minnesota Wild or any of its affiliates are not refundable. The Minnesota Wild reserve the right to charge a processing fee in the event that an authorized charge is refused by STM's financial institution for any reason. In the event that the Minnesota Wild (or any of its affiliates) incur any fee/expense associated with the collection of any outstanding Account Balance from STM, STM shall be liable for all such expenses (including, without limitation, attorney's fees, court costs, and collection agency fees) incurred by the Minnesota Wild or its affiliates.
6. **Use of Ticket:** STM agrees to a reasonable search for alcohol, drugs, or other prohibited items. Bottles, coolers, and containers of any kind may not be brought into the arena. Arena or NHL personnel may confiscate any bottles, coolers, and containers brought in or attempted to be brought into the arena. Saint Paul Arena Company bans guns on these premises, except when specifically allowed by management. Management makes no warranty of compliance by spectators.
7. **Ticket Resale Limitations:** The Minnesota Wild acknowledge that STM may not be able to use each of the tickets in the STM Account. STM acknowledges that the spirit of being a part of the STM 'club' is not to generate a financial gain or benefits for STM by virtue of selling STM tickets, including, but not limited to, any additional single game tickets purchased at the preferred STM rate or any group tickets, but rather is rooted in a desire to support the Minnesota Wild. As such, STM acknowledges that his/her resale and/or trade activity may be monitored and tracked by the Minnesota Wild, and, in the event that the STM sells, attempts to sell, or engages a third party to sell on his/her behalf a substantial portion of the Account tickets, the Minnesota Wild reserve the right to cancel the STM Account (the "Resale Breach Termination Right"). In the event that the Minnesota Wild elect to exercise its Resale Breach Termination Right, the Minnesota Wild will provide STM with a written notice of such election, and as applicable, (i) issue STM a full refund for any future Wild games encompassed within the applicable STM Account that the STM has paid for, or (ii) relieve STM of its obligation to pay the Account Balance as it relates to any future Wild games (STM shall remain obligated to satisfy any portion of the Account Balance that relates to any Wild games that predate the date of Account termination/suspension). Following the exercise of the Resale Breach Termination Right by the Minnesota Wild, the Minnesota Wild shall have no further obligation to STM, whether under Agreement or otherwise, including, without limitation, forfeiting any interest in any playoff tickets).
8. **Right to Suspend or Terminate STM Rights:** The Minnesota Wild reserve the right to suspend or cancel at STM's privileges (include refusal by the Minnesota Wild to honor any Account tickets) for reasonable cause. For purposes of these Terms and any accompanying ticket purchase Agreement, "reasonable cause" shall include, without limitation, failure to timely remit Account payments and/or a violation of these Terms.
9. **Relocation Election:** Provided that the STM's Account is in "good standing", STM shall have the opportunity, subject to the terms and conditions imposed herein and/or in any targeted formal communication from the Minnesota Wild,

to participate in a 'relocation election' (Select-A-Seat), wherein STM may subject to STM's priority ranking, elect to relocate, increase, or otherwise modify their Account seats (a decrease in seats on the Account is not permitted and is not included within Select-A-Seat). In order to participate in Select-A-Seat, STM must timely (i) communicate to the Minnesota Wild their desire to relocate their Account seats (such communication to be in accordance with any deadlines imposed by the Minnesota Wild), (ii) honor any initial payment obligations (e.g., first installment of the 10-Month plan), and (iii) not otherwise be in default. The Minnesota Wild covenants to use good faith in establishing the priority ranking and in executing the Select-A-Seat event. Notwithstanding the foregoing, STM hereby acknowledges that the Minnesota Wild, at its discretion, reserve the right to modify, alter, or otherwise cancel the Select-A-Seat program and/or restrict the inventory available for Select-A-Seat.

10. **Transfer of Account:** Except in the case of a transfer to an immediate family member (defined hereunder as a spouse, father, mother, son, or daughter), or existing partner listed on the account in excess of one (1) calendar year, STMs do not have the right to transfer their STM Account seats to another individual or entity. In the event that STM desires to transfer their Account to another individual or entity, STM shall submit a written request to the Minnesota Wild for consideration by the Minnesota Wild. The determination of whether to grant, withhold, condition, or deny the request may be made at the discretion of the Minnesota Wild. In the event that such a transfer is granted, STM shall comply with all reasonable procedures required by the Minnesota Wild to effectuate the transfer. Notwithstanding the foregoing restrictions, a STM may, under the following limited circumstances and following receipt of a written request by the Minnesota Wild from STM modify the name on the Account following: (i) a legal name change; (ii) a change in marital status; (iii) a change of the legal business name of the business listed on the Account; (iv) dissolution of the business listed on the Account; (v) sale of the business listed on the account; (vi) or death of the STM of record on the Account (each, a "Justified Account Name Change"). In order to facilitate a Justified Account Name Change, the Minnesota Wild may require reasonable proof from the STM (e.g., in the case of legal name change, STM may be required to furnish documentation from the Social Security Administration evidencing such a formal name change).
11. **No Right to 'Split' Account:** STM is expressly prohibited from 'splitting' the Account seats so in as to capitalize on any promotional initiatives or offers from the Minnesota Wild or any of its affiliates or related entities.
12. **Eliminated Seats; Relocation Offer:** In the event that any seats featured in any STM Account are eliminated from the Minnesota Wild available 'to be sold' inventory (for instance, due to any Arena renovations or any seat layout restructuring mandated by the NHL), or in the event that any such STM seats otherwise become unavailable due to any reason other than bad faith on part of the Minnesota Wild (a "Dislocated STM"), the Minnesota Wild shall offer such Dislocated STM an option to relocate the impacted seats to another available location in the Arena (the "Relocation Offer). Following receipt of a Relocation Offer from the Minnesota Wild, the Dislocated STM shall have ten (10) calendar days to respond to the Minnesota Wild with its election (either to accept the Relocation Offer or to reject the Relocation Offer). In the event that the Dislocated STM elects to accept the Relocation Offer, the parties shall finalize the terms of such new STM Account seats and the Dislocated STM shall be

responsible for any additional cost associated with the new seats (e.g., if the new seats are an upgrade in location from the original seats, the Dislocated STM shall be responsible for such upgrade charge). In the event that Dislocated STM elects to reject the Relocation Offer, the Minnesota Wild shall, within thirty (30) calendar days of receipt of such rejection notice from the Dislocated STM, issue the Dislocated STM a full refund for the value of the unused tickets on the affected STM Account. STM hereby agrees and acknowledges that its exclusive remedy in the case of a dislocation as outlined in this Section shall be the Relocation Offer, and as applicable, a refund of any monies paid by such Dislocated STM in connection with the dislocated/eliminated seats.

- 13. Wild Stanley Cup Playoffs:** In the event that the Minnesota Wild qualify for the NHL playoffs, tickets to any such playoff home games are at an additional cost above and beyond the STM Account fees for the regular-season. The Minnesota Wild will communicate playoff ticket options (and the corresponding pricing structure) to each STM prior to the end of the then-current regular-season. STM shall have a designated response time to either accept or reject the offered playoff tickets (the "Acceptance Deadline"). In the event that the STM does not timely accept the playoff ticket offer, the Minnesota Wild shall have no further obligation to STM in connection with such playoff tickets and the Minnesota Wild may, at its discretion, sell the tickets to a third party. It is further understood that: (i) all playoff tickets will be sold to STMs on a 'complete package' basis only (meaning, STMs will be required to purchase the tickets for each home playoff game and will not have the ability to purchase single game tickets via the STM program); (ii) STMs will be charged only for the number of games that are played in each round (e.g., if only two (2) home games are played in Round 2, STM will be charged for 2 games that round); (iii) playoff fees are due in accordance with invoice terms. The Minnesota Wild reserve the right without notice to require payment in full for any playoff tickets prior to the start of the playoffs.
- 14. Assumption of Risk & Release of Liability:** Warning: Hockey pucks flying into the spectator seat can cause serious injury. Be alert when in spectator area including after the stoppage of play. If injured, notify usher for directions to medical office. The Holder of a ticket to an event at the Xcel Energy Center assume all risks and danger of personal injury and all other hazards in any way arising from the Event, whether occurring prior to, during, or after the Event including specifically (but not exclusively) the danger of being injured by hockey pucks and sticks, other spectators or players or by thrown objects. The Holder agrees that the Minnesota Wild, the Saint Paul Arena Company, the National Hockey League, NHL Enterprises L.P., NHL Enterprises Canada L.P., their officers and employees, the participating Clubs, their officers, the National Hockey League Players' Association and current and former players, and each of their affiliates, parents, related entities, owners, governors, directors, partners, partnerships, principals, employees and agents are expressly released by the Holder from claims arising from such causes, claims, or dangers or otherwise occurring at or in connection with the Event.
- 15. Fan Behavior:** Any STM or ticket holder that behaves in an unruly or disruptive manner at that Arena, including, without limitation, aggressive or foul language, intoxication, or physical or verbal abuse of Arena employees, other

fans, game officials, players, or coaches either during, before, or after a game may be asked to leave the Arena. In the event that a STM (or any individual to whom STM has given/sold his tickets) engages in such unruly behavior, the Minnesota Wild reserve the right to remove individual from the event and to terminated the applicable STM Account without refund or other compensation to the STM of record, in accordance with these Terms and NHL policy.

16. **Use of Image:** STM acknowledges and agrees that: (i) any commercial or other unauthorized use of any transmission, picture, film/tape, writing, drawing, or other depiction or description of any NHL or Member Club name, mark, or logo is prohibited without the prior specific written approval of the NHL or Member Club, as applicable; (ii) Holder will not transmit or aid in transmitting any description, account, picture or reproduction of the Event or any portion thereof; and (iii) Holder grants the NHL and the Member Club the unrestricted right and license to use the Holder's likeness in any broadcast, telecast, webcast or other depiction or transmission of the Event and the right to license to use Holder's likeness in any subsequent commercial or promotional activity.
17. **No Liability for Financial Damages to STM:** Under no circumstance shall the Minnesota Wild (or any of its affiliates or related entities) be liable to STM (or any of its agents or assigns) for any indirect, special, or consequential damages of any kind resulting from the Minnesota Wild's alleged breach of these Terms or any corresponding Agreement.
18. **Reservation of Rights:** The Minnesota Wild reserve the right, in their sole discretion, to amend, revise, update, or modify any policies, pricing, or procedures relative to STM Accounts without notice to STM of record.
19. **NHL Special Events:** The STM acknowledges and agrees that tickets being purchased hereunder are solely for 2018- 2019 NHL preseason and regular games presented by Minnesota Wild and played at Xcel Energy Center, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NHL European Global Series Games, NHL China Games, NHL Winter Classic, NHL Heritage Classic, NHL Stadium Series, NHL All-Star or NHL Draft event ("League Special Event") held in the Minnesota Wild's market or hosted by the NHL at Xcel Energy Center or otherwise in which the Minnesota Wild participates. The STM acknowledges and agrees that the Minnesota Wild and/or NHL may cancel, postpone, reschedule or relocate games or events for any reason (e.g., move a regular season game of the Minnesota Wild from Xcel Energy Center to an alternate venue for the purposes of playing a League Special Event), as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of NHL games and events ("Preemption").
20. **Cancellation of NHL event:** In the event that any game or event for which tickets have been sold to the STM is not played or presented in Xcel Energy

Center for any reason, including, but not limited to, Preemption, such event shall in no way be deemed, argued or construed to be a breach by the Minnesota Wild of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these tickets and, in such event, the STM's sole remedy shall be a pro-rata account credit or refund equal to the price paid for these tickets as specified in the ticket invoice, and the STM hereby waives and releases any and all claims it may have against the Minnesota Wild and/or the NHL with respect to such game(s) or event not played or presented at Xcel Energy Center.

21. **Wild Warming House membership- a waiting list for season tickets:** A non-refundable deposit of \$200 per seat is required to join the Wild Warming House ("WWH"). Upon placing a deposit the WWH member will be assigned a "priority number", thus reserving their place in line while keeping their account in good standing with the Minnesota Wild. The non-refundable deposit is to be used exclusively for future season tickets (full or partial season plan) for an upcoming Minnesota Wild season. Opportunities to select future season tickets will be offered in conjunction with the annual Select-a-Seat ("Seat Selection") event. When offered the opportunity for the Seat Selection event, the WWH member will have the opportunity to choose from the plans (full or partial season) and seat locations that are available for the upcoming season or decline the opportunity. In the event that the WWH member declines the opportunity for that year, the WWH member is required to renew their deposit for the next season by paying an additional \$100 per deposit on their account. WWH members who decline on season tickets and do not renew their member status will be considered "dormant accounts" and not offered the opportunity for future season tickets until such time as they renew their WWH membership. All payments made by the WWH member to the Minnesota Wild for the purpose of the initial deposit and subsequent renewal of WWH membership will be applied to season tickets when chosen by the WWH member. The Minnesota Wild, at its discretion, reserve the right to modify, or otherwise alter the Wild Warming House membership agreement, without notice.