# **Operator-Participant Contract**

#### Last modified: 07/09/2025

This Operator-Participant Contract (the "Agreement") is a binding contract by and between you (the "Participant") and **Champion Event Travel LLC** ("CET" or the "Operator"), which has its principal place of business located at **13901 Aviator Way, Suite 210, Fort Worth, Texas 76177**.

This Agreement sets forth the terms and conditions applicable your purchase of Packages offered by CET, which include chartered air travel tickets ("Aircraft Charter Services"), hotel rooms ("Hotel Accommodation Services"), ground transportation ("Ground Transportation Services"), and Cardinals game tickets ("Game Ticket Services") (collectively, the "Services"). In order to purchase a Package or otherwise use the Services, you must accept and agree to be bound by this Agreement and CET's <u>Terms of Service</u> (including CET's <u>Privacy Policy</u>, which is incorporated into the Terms of Service by reference). You can accept this Agreement via any of the mechanisms described in Part I, Section 6.g below, and as further described in the Terms of Service, you accept and agree to CET's Terms of Service and Privacy Policy by using the Site, including by purchasing a Package through the Site. Capitalized terms used but not defined herein shall have the meanings set forth in the Terms of Service.

You must be at least 18 years of age, or the age of majority as that is defined in your jurisdiction, whichever is older, to enter into this Agreement. By accepting this Agreement accepted in accordance with Part I, Section 6.g below, you represent and warrant to CET that you have reached the age of majority in your jurisdiction, and that you have the right, authority and capacity to agree to and abide by this Agreement.

CET reserves the right to modify this Agreement at any time, and subject to the below, all changes are effective immediately upon posting. The version of this Agreement applicable to an Itinerary (defined below) is that which was in effect at the time this Agreement was accepted in accordance with Part I, Section 6.g below.

# PART I: GENERAL TERMS AND CONDITIONS

- 1. <u>Packages and Services</u>.
  - a. <u>Packages</u>. CET makes Packages available for purchase in its sole discretion and does not guarantee the availability of Packages. Subject to Section 4.b below, CET reserves the right, in its sole discretion, to: (a) revoke any stated offer; (b) correct any errors, inaccuracies, or omissions; and (c) make changes to prices, Package descriptions or specifications, or other information on the Site or with respect to Packages, in each case without obligation to issue any notice of such changes.
  - b. <u>Services</u>. Additional terms and conditions applicable to the Services included in Packages are set forth in Part II (Service-Specific Terms and Conditions) of this Agreement below.

# 2. <u>Pricing</u>.

- a. Package pricing varies based on the Package tier, number of guests, and hotel room specifications. Your total Package price (the "Package Price") will be quoted to you at checkout based on the foregoing factors.
- b. The Package Price quoted to Participant at checkout includes the price for all Services, as well as all applicable taxes and fees. No refund(s) will be granted for Services included in the Package Price, but which Participant chooses not to use, except as expressly provided for herein.
- c. The Services will be provided to you and any other guests included in your Package purchase in return for payment of the amount indicated as the Package Price on your Electronic Receipt (defined below). Details with respect to the Services (including the origin and destination cities for each flight leg and the dates of each flight included in the Aircraft Charter Services, the hotel(s) and length of stay at each hotel included in the Hotel Accommodation Services, the origin, destination and timing of all ground transportation included in the Ground Transportation Services, and game ticket(s), including the location of seat(s) and any additional services, included in the Game Ticket Services (collectively, the "Itinerary")) and any additional terms applicable to payment will be stated in text on your Electronic Receipt, which is incorporated herein by reference.
- d. Package purchase confirmations (each, an "Electronic Receipt") will be delivered electronically to the email address(es) provided by or on behalf of Participant at checkout.

#### 3. Payment.

- a. Payment of the Purchase Price in full in U.S. dollars is required to secure a Package.
- b. CET uses third parties to process payments. CET's third-party payment processors ("Payment Processors") accept payment via valid credit card, as detailed on the checkout page. By purchasing a Package, you agree to comply with the relevant terms and conditions of CET's Payment Processors.
- c. You must provide current, complete, and accurate payment information in order to complete a purchase. By providing payment information, you consent to the processing of such information as described in CET's <u>Privacy Policy</u>. You represent and warrant that you have the legal right to use any payment card(s) or other payment method(s) utilized in connection with any transaction hereunder.
- d. Payments are processed by CET's Payment Processors directly into CET's escrow account at its depository bank, The Huntington National Bank, N.A. When travel is booked by Participant through a retail travel agent or authorized seller, payments may be made to the agent or authorized

# reseller, which must in turn make payment to the depository bank, The Huntington National Bank, N.A.

- 4. <u>Cancellations; Refunds; Trip Insurance</u>.
  - a. <u>Voluntary Cancellations</u>. Your right to receive a refund if your plans change is limited. If you elect to cancel your trip, then except as set forth in Section 4.b below with respect to Major Changes, a refund will only be offered under the following circumstances (each, a "Refund Triggering Event"):
    - i. Participant may receive a full refund of the Purchase Price (less a \$25 administrative fee) by furnishing CET with a Substitute Participant. As used herein, "Substitute Participant" means an individual who agrees to assume Participant's obligations hereunder and pay the Purchase Price originally agreed to be paid by Participant; or
    - ii. Participant may receive a full refund of the Purchase Price (less a \$25 administrative fee) if CET sells all of the available seats on the aircraft after Participant cancels.

If Participant is entitled to a refund in accordance with the above, refunds will be made to the original form of payment within fourteen (14) days after the Refund Triggering Event.

b. <u>Major Changes</u>. If CET makes a Major Change (defined below) prior to the scheduled departure of flight(s) listed on Participant's Itinerary, Participant has the right to cancel and receive a full refund of the Purchase Price, returned to the original form of payment. Participants must provide CET with sufficient contact information to receive notice of a Major Change.

A "Major Change" means any of the following:

- i. A change in the flight origin or destination city indicated on the Participant's Itinerary;
- ii. A change in the flight departure or return date indicated on the Participant's Itinerary, unless the change is due to a flight delay experienced by CET and is less than forty-eight (48) hours from the original departure or return date;
- iii. A price increase of more than ten percent (10%) occurring ten (10) or more days before scheduled flight departure indicated on the Participant's Itinerary; or
- iv. A substitution of the hotel(s) indicated on the Participant's Itinerary.

CET will notify the Participant of a Major Change within seven (7) days after first learning of the change, but in any event, at least ten (10) days prior to the scheduled departure indicated on Participant's affected Itinerary. If CET becomes

aware that a Major Change must be made less than ten (10) days before the scheduled departure indicated on Participant's affected Itinerary, CET will notify Participant as soon as possible.

Within seven (7) days after receiving notification of a Major Change, but in no event later than departure of the flight indicated on Participant's affected ltinerary, Participant may cancel their trip and Participant will receive a full refund to the original form of payment of the Purchase Price within fourteen (14) days after cancellation.

If a Major Change occurs after the departure of the flight indicated on Participant's affected Itinerary and Participant informs CET they are unwilling to accept the Major Change, CET will refund to the original form of payment the portion of the Participant's Purchase Price for unused Services within fourteen (14) days after Participant's scheduled return date.

c. <u>Cancellations (Failure to Operate)</u>. If CET must cancel the flight indicated on Participant's Itinerary, CET will notify Participant in writing within seven (7) days of the cancellation and at least ten (10) days before the scheduled departure date (subject to the below).

**CET will not cancel Participant's flight less than ten (10) days before the scheduled departure date, except when due to circumstances that make it physically impossible to perform the flight.** If that occurs, CET will notify the Participant as soon as possible.

If CET cancels Participant's flight, Participant will receive a full refund to the original form of payment of the Purchase Price within fourteen (14) days after cancellation.

- d. <u>Refund Requests</u>. Requests for refunds may be submitted by email to: <u>travel@cardinals.nfl.net</u>.
- e. <u>Trip Insurance</u>. You may optionally purchase trip insurance from a third-party provider. Information regarding trip cancellation, health, and accident insurance provided by third-party providers is available upon request from <u>travel@cardinals.nfl.net</u>. All third-party insurance protection is subject to the terms and conditions established by the applicable insurance provider. Contracts for travel insurance are made between the Participant and the third-party insurance provider. CET is not the merchant of record for such transactions and is not liable for the acts or omissions of such third-party providers or insurance coverage under their products.

#### 5. <u>CET's Responsibility; Limitation of Liability</u>.

a. CET is the principal and is responsible to Participant for providing the Services offered in connection with this Agreement.

- b. Participant understands and agrees that third parties involved in the provision of Services hereunder, including Carrier (defined in Part II.A below), hotels and ground transportation providers (collectively, "Travel Service Providers"), are independent contractors and not agents or employees of CET.
- C. NEITHER CET, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "CET PARTIES"), SHALL BE LIABLE FOR ANY CLAIM, CAUSE OF ACTION, INJURY OR BODILY HARM, LOSS, DAMAGE, OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "LOSSES") ARISING FROM ANY ACT OR OMISSION OF. OR DEFAULT BY. ANY THIRD PARTY. INCLUDING ANY TRAVEL SERVICE PROVIDER, IN CONNECTION WITH PARTICIPANT'S ITINERARY OR THE SERVICES PROVIDED HEREUNDER (INCLUDING, WITHOUT LIMITATION, HOTEL OVERBOOKING AND LOST RESERVATIONS, MISSED CONNECTIONS, AND DAMAGED, LOST OR DELAYED BAGGAGE), EXCEPT TO THE EXTENT SUCH LOSS RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (OR, IN THE CASE OF INJURY, BODILY HARM, OR PROPERTY DAMAGE, NEGLIGENCE) OF A CET PARTY. TO THE EXTENT PERMITTED BY LAW, PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS THE CET PARTIES FROM AND AGAINST ANY AND ALL LOSSES BROUGHT BY ANY THIRD PARTY AS A RESULT OF, CAUSED BY, RELATING TO OR ARISING OUT OF PARTICIPANT'S USE OF THE SERVICES HEREUNDER.
- d. Without limiting the foregoing, CET shall not be liable for any failure to provide the Services due to a Force Majeure Event except to the extent required by law. As used herein, a "Force Majeure Event" means an event outside of CET's reasonable control which includes, but is not limited to: weather conditions; acts of government or airport authorities (e.g., air traffic control delays, runway closures, airport construction, flow control/control programs); acts of God; pandemic or quarantine; strikes or labor unrest; civil commotions, embargoes, wars or other hostilities, whether actual, threatened or reported; government regulation, demand or requirement; damage to aircraft; emergency situations requiring care, protection or response to protect person or property; or any event that is not reasonably foreseen, predicted or anticipated by CET.
- e. As further set forth in Part II below, Participant is responsible for complying with all terms and conditions of Travel Service Providers. CET shall have no liability for Participant's failure to comply with any such terms and conditions.
- 6. <u>Miscellaneous.</u>
  - a. <u>Rights and Remedies; Acknowledgement</u>. The rights and remedies made available under this Agreement, including the procedures for Major Changes, are in addition to any other rights and remedies available under applicable law. If the Participant accepts a refund or alternative travel arrangements offered by CET, Participant waives all additional remedies available under applicable law. By

entering into this Agreement, Participant specifically acknowledges and consents to all terms and conditions set forth herein.

- b. <u>Entire Agreement</u>. This Agreement and CET's <u>Terms of Service</u> and <u>Privacy</u> <u>Policy</u> contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements or representations.
- c. <u>Governing Law</u>. Any dispute or claim arising in relation to this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to its choice of law rules.

You acknowledge that any legal suit, action, or proceeding arising out of or relating to this Agreement shall be commenced and heard exclusively in the United States District Court for the District of Arizona, or, if such court does not have subject matter jurisdiction, the courts of the State of Arizona located in the County of Maricopa. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

d. <u>Disputes</u>. At CET's sole discretion, we may require you to submit any disputes arising out of or relating to this Agreement, including disputes arising out of or concerning its interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Arizona law.

Any claim against CET arising out of or relating to this Agreement must be presented in writing within ten (10) days of the date of the return flight indicated on Participant's Itinerary, and CET is expressly not liable for any claims presented after said period, except as otherwise required by applicable law. By purchasing a Package or using the Services under this Agreement, Participant agrees that any lawsuit brought by or on behalf of Participant against CET or Carrier will be brought only in Participant's individual capacity and may not be brought in or asserted as part of a class action proceeding.

e. <u>Section Headings; Waiver; Severability</u>. The section headings used in this Agreement are intended for convenience only and in no way limit the scope or substance of any of the provisions of this document.

If CET fails to enforce any of the provisions of this Agreement or fails to exercise any right hereunder, such failure will not be considered a waiver of those provisions or rights or in any way affect the validity of this Agreement.

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

- f. <u>*Customer Service*</u>. CET is committed to high-quality service. In the event that a Participant has cause for dissatisfaction, the Participant is encouraged to contact CET Customer Support at <u>travel@cardinals.nfl.net</u> for assistance.
- g. <u>Acceptance</u>. Execution of this Agreement via electronic signature or otherwise via the Internet, e-mail, text, or mobile application (including by typing your name as your signature on the checkout page of the Site), whether by Participant or by an authorized agent of Participant, shall constitute acceptance of the terms and conditions of this Agreement.

# PART II: SERVICE-SPECIFIC TERMS AND CONDITIONS

# Part II.A: Aircraft Charter Services

The following terms and conditions apply to Aircraft Charter Services provided as part of the Packages.

#### 1. <u>Air Carrier and Aircraft</u>.

- a. <u>Air Carrier</u>. Gridiron Air LLC ("Gridiron" or "Carrier") is a direct air carrier certified by the Federal Aviation Administration to perform flights pursuant to 14 CFR Part 121 and will act as the direct air carrier to provide the Aircraft Charter Services. As between you and Gridiron, the Gridiron <u>Conditions of Carriage</u> applies in addition to this Agreement and establishes a separate contract between Participant and Carrier.
- b. The Aircraft Charter Services will be performed using a Boeing 777-232 aircraft with 288 seats, operated by Gridiron. CET reserves the right to change aircraft type, aircraft capacity, or the air carrier performing the charter flight identified on Participant's Itinerary. Refunds and/or compensation will not be given for such substitutions or changes.

#### 2. <u>Baggage</u>.

- a. <u>Security Screening</u>. Participants and/or their baggage are subject to security screening, including but not limited to security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport, or Carrier, and with or without the Participant's presence, consent, or knowledge.
- b. <u>Checked Baggage</u>. Subject to the restrictions set forth below, Carrier will check the baggage of Participant for the flight(s) indicated on the Participant's Itinerary. Participants may not check baggage for transportation on any flight other than the flight(s) they are traveling on themselves. Carrier will not check baggage to a destination other than the final destination indicated on the Participant's Itinerary.
- c. <u>Baggage Requirements</u>. Acceptance of baggage by Carrier is subject to the following terms and conditions:
  - i. Each piece of baggage must have an identification tag or label on the outside which contains the Participant's name.
  - ii. Carrier may refuse to accept property as baggage which, because of its nature or characteristics, might cause damage to other baggage.
  - iii. Carrier will not accept as baggage any article which cannot be carried in the baggage compartment of the aircraft, except where government

requirements do not permit the transport of the article in the baggage compartment and the article is suitable for carriage in the passenger cabin.

- d. <u>Baggage Allowance</u>. Carrier will allow Participants the following checked baggage allowance:
  - i. Each ticketed Participant may check two (2) items weighing no more than fifty (50) pounds each.
  - ii. Baggage weight limits are per piece. Checked baggage weight allowances may not be pooled to compensate for variable weight of different checked pieces. In the case of dispute of baggage weight, Carrier's weight scales or best judgment will prevail.
  - iii. Assistive devices and mobility aids which cannot be carried in the cabin due to space limitations will be considered checked baggage in addition to the included baggage allowance, without charge, provided the Participant is dependent upon such items.

<u>Excess or Overweight Baggage</u>. Excess or overweight baggage is not guaranteed to be accepted for travel. If Carrier is able to accept baggage over the weight and/or quantity allotment provided for by Participant's ticketed fare class, a baggage charge of one hundred dollars (\$100) per piece shall apply.

- e. <u>*Carry-On Baggage*</u>. Participants can also bring one (1) carry-on bag, plus one (1) personal item such as a purse, briefcase, laptop/computer (which must be carried on board and cannot be checked) or an item of a similar size or smaller size to those listed. Each carry-on item shall not exceed 22" in height, 14" in length, or 9" in width.
- f. <u>Fragile and Perishable Items as Baggage</u>. Carrier may refuse to accept for carriage goods that Carrier reasonably determines to be fragile or perishable. Such items may also be subject to applicable agriculture rules of the destination jurisdiction.
- g. <u>Baggage Limitation of Liability</u>. Carrier's liability to each Participant for any loss of, damage to, or delay in the delivery of baggage or its contents is limited to 1,519 special drawing rights in the case of international carriage to which the Montreal Convention or its predecessor, the Warsaw Convention, applies and, with respect to all other carriage (including domestic carriage), \$4,700, provided that the foregoing limits shall not apply to the following: (x) assistive devices and other mobility aids traveling with an individual with a disability in domestic carriage; and (y) where the Montreal Convention (with respect to international carriage) or 14 C.F.R. Part 254 (which respect to domestic carriage) provides for a higher limit. The Participant will be responsible for documenting and proving the actual value of the loss. Without limiting the foregoing:

- i. Carrier is not liable for baggage or other items carried in the passenger compartment of the aircraft or that Participant leaves at an airport.
- ii. If the Participant chooses to pack high value, fragile, or perishable items in checked bags, Carrier is not liable for the loss of, damage to, or delay in delivery of such items, except as required by applicable law.
- iii. Carrier is not liable for preexisting damage (including minor cuts, scratches, and broken zippers as a result of over packing) or for wear and tear resulting from ordinary handling of baggage.
- iv. In the case of loss of, damage to, or delay in delivery of a Participant's personal property, including baggage, a preliminary notice of claim must be submitted to Carrier by the Participant within twenty-four (24) hours after arrival of the flight on which the baggage was transported or was to be transported. Carrier may deny any claim not presented within twenty-four (24) hours.
- v. The completed written claim form pertaining to the claimed loss of, damage to, or delay in delivery of a Participant's personal property, including baggage, must be received by Carrier from the Participant within thirty (30) days after the flight date. If the Participant fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at Carrier's discretion), Carrier shall have no further liability.

#### 3. <u>Travel Documents and Provisions for International Travel</u>

- a. All transportation is sold and all carriage is performed subject to compliance with applicable government laws, regulations, treaties, and conventions.
- b. It is the Participant's sole responsibility to obtain and have possession of all required travel documents. Neither Carrier nor CET assumes any responsibility for Participant's compliance with immigration and customs laws and regulations of each country from, through, or to which a charter flight is operated. Neither Carrier nor CET shall be responsible for any information or assistance given to a Participant by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any Participant resulting from his or her failure to obtain such documents and comply with such laws and regulations.
- c. For all destinations, infants and children traveling without both parents must have a notarized letter from the parent(s) not traveling, a death certificate, or the original court document specifying sole custody. No refunds will be made if improper documentation results in denied boarding or entry. For all CET public charter flights, a government issued photo ID such as a passport or state-issued driver's license is mandatory for all persons eighteen (18) years of age or older. For international flights, all Participants, regardless of age, are required to furnish

a valid government-issued passport and (where applicable) travel visa. Failure to provide identification at time of check-in will result in denied boarding.

- d. Additional restrictions may be imposed on international charters by a foreign government. If for any reason, the landing rights by a foreign government are denied, the flight will be canceled with a full refund of the Purchase Price to the Participant.
- 4. <u>Time and Cutoff Requirements</u>. Failure of a Participant to adhere to the following time requirements may result in the cancellation of the Participant's Itinerary, seat assignments, and ancillary purchases made via CET and may result in forfeiture of all monies paid regardless of class of service or fare class purchased.
  - a. <u>For domestic travel</u>:
    - i. Each Participant traveling without checked baggage must have obtained a boarding pass and have been screened by a crewmember or designee of Carrier or CET, in person, at the flight's departure station at least thirty (30) minutes prior to scheduled departure.
    - ii. Each Participant traveling with checked baggage must have obtained a boarding pass, surrendered all checked baggage, and have been screened by a crewmember or designee of Carrier of CET, in person, at the flight's departure station at least forty-five (45) minutes prior to scheduled departure.
    - iii. All Participants must be onboard the aircraft at least ten (10) minutes prior to scheduled or posted flight departure time.

#### b. For international travel:

- i. Each Participant traveling on an international itinerary must have obtained a boarding pass, surrendered all checked baggage, and have been screened by an official crewmember or designee of CET, in person, at the flight's departure station at least sixty (60) minutes prior to scheduled departure.
- ii. All Participants must be onboard the aircraft at least ten (10) minutes prior to scheduled or posted flight departure time.
- c. CET will refuse to transport and/or honor any Itinerary when such action is reasonably deemed to be necessary to comply with applicable governmental regulations, requirements, or requests.
- 5. <u>Aircraft Passenger Rules of Conduct</u>. Carrier may refuse to transport any Participant, and may remove any Participant from its aircraft at any time, for any of the following reasons:

- a. When necessary to comply with any law, regulation, or government directive, or request;
- b. When advisable in Carrier's sole discretion due to a Force Majeure Event;
- c. When a Participant refuses to permit search of his person or property for explosives, weapons, dangerous materials, or other prohibited items;
- d. When a Participant refuses to produce positive identification on request;
- e. When a Participant fails or refuses to comply with any of Carrier's rules or regulations, or any term of the Conditions of Carriage;
- f. When refusal to transport or removal of the Participant is reasonably necessary in Carrier's sole discretion for the Participant's comfort or safety, for the comfort or safety of other passengers or Carrier employees, or for the prevention of damage to the property of Carrier or its passengers or employees. By way of example, and without limitation, Carrier may refuse to transport or may remove Participants from its aircraft in any of the following situations:
  - i. When the Participant's conduct is disorderly, abusive, or violent;
  - ii. When the Participant appears to be intoxicated or under the influence of drugs;
  - iii. When the Participant is barefoot;
  - iv. When the Participant interferes with the flight crew's activities, or fails to obey the instruction of any member of the flight crew;
  - v. When the Participant has a contagious disease that may be transmissible to other passengers during the normal course of the flight;
  - vi. When the Participant is unable to sit in a seat with the seatbelt fastened;
  - vii. When the Participant's behavior may be hazardous or creates a risk of harm to the Participant, the crew, or other passengers or to Carrier's aircraft and/or property, or the property of other passengers;
  - viii. When the Participant is seriously ill, unless the Participant provides a physician's written permission to fly; or
  - ix. When the Participant's conduct, attire, hygiene, or odor creates an unreasonable risk of offense or annoyance to other passengers.
- 6. <u>Security Agreement</u>. Participant's payments with respect to the Aircraft Charter Services are protected in part by a Surety Trust Agreement held by The Huntington National Bank, N.A. (the "Securer"), 41 S. High Street, Columbus, OH 43215. Unless Participant files a qualified claim with CET, or if CET is unavailable, with the Securer, within sixty (60) days after the completion of the Aircraft Charter Services (or in the case of

cancellation, the intended completion date of Participant's Aircraft Charter Services), the Securer will be released from all liability to Participant under the Security Agreement. If there is no return flight in Participant's Itinerary, completion means the date or intended date of departure of the last flight in Participant's Itinerary.

# Part II.B: Hotel Accommodation Services

The following terms and conditions apply to Hotel Accommodation Services provided as part of the Packages.

- 1. <u>Hotel Terms and Conditions</u>. By purchasing a Package or otherwise using any Hotel Accommodation Services, you agree to comply with all terms and conditions of the Travel Service Provider(s) providing the Hotel Accommodation Services.
- 2. <u>Hotel Details: Special Requests</u>. The hotel(s) included in the Hotel Accommodation Services, the length of your stay, and the configuration(s) of your hotel room(s) will be indicated in your Itinerary. If you have special requests, you must call the hotel(s) and verify that they can meet your special requests after you have purchased your Package. CET is not responsible for accommodating special requests and does not guarantee that any such requests will be met by the hotel(s).
- 3. <u>Check-In</u>. Upon check-in, the Participant must present a valid form of identification and credit card or, at the hotel's discretion, a debit card, in his or her name (the amount of available credit required will vary by hotel). To check in, the Participant must meet the hotel's minimum age requirement.
- 4. <u>Late Arrival</u>. If you are going to be delayed on your date of check-in or find that you cannot check in to your hotel on the date set forth on your Itinerary, you must notify the hotel. If you fail to check in to your hotel on the day of your reservation and do not alert the hotel, the remaining portion of your reservation may be cancelled and you may not be entitled to a refund, depending on the terms and conditions of the applicable hotel.

# Part II.C: Ground Transportation Services

The following terms and conditions apply to Ground Transportation Services provided as part of the Packages.

- 1. <u>Ground Transportation Terms and Conditions</u>. By purchasing a Package or otherwise using any Ground Transportation Services, you agree to comply with all terms and conditions of the Travel Service Provider(s) providing the Ground Transportation Services.
- 2. <u>Ground Transportation Details; Timing; Special Requests</u>. The ground transportation included in the Ground Transportation Services, including the origin, destination, and timing of all such transportation, will be indicated in your Itinerary. The Travel Service Provider(s) providing the Ground Transportation Services has no obligation to wait for

Participants who are not at the designated origin at the time set forth on Participant's Itinerary, and CET will not be liable to Participant for any failure of Participant to board any ground transportation vehicle. If you have special requests, you must call the relevant Travel Service Provider and verify that they can meet your special requests after you have purchased your Package. CET is not responsible for accommodating special requests and does not guarantee that any such requests will be met by the relevant Travel Service Provider.

- 3. <u>Ground Transportation Passenger Rules of Conduct</u>. The Travel Service Provider providing the Ground Transportation Services may refuse to transport any Participant, and may remove any Participant from its vehicle at any time, for any of the following reasons:
  - a. When necessary to comply with any law, regulation, or government directive, or request;
  - b. When advisable in the Travel Service Provider's sole discretion due to a Force Majeure Event;
  - c. When a Participant fails or refuses to comply with any of the Travel Service Provider's rules or regulations;
  - d. When refusal to transport or removal of the Participant is reasonably necessary in the Travel Service Provider's sole discretion for the Participant's comfort or safety, for the comfort or safety of other passengers or the Travel Service Provider's employees, or for the prevention of damage to the property of other passengers or the Travel Service Provider or its employees. By way of example, and without limitation, the Travel Service Provider may refuse to transport or may remove Participants from its vehicle in any of the following situations:
    - i. When the Participant's conduct is disorderly, abusive, or violent;
    - ii. When the Participant appears to be intoxicated or under the influence of drugs;
    - iii. When the Participant is barefoot;
    - iv. When the Participant interferes with the activities of the Travel Service Provider's employees, or fails to obey the instruction of any employee of the Travel Service Provider;
    - v. When the Participant has a contagious disease that may be transmissible to other passengers during the normal course of the Ground Transportation Services;
    - vi. When the Participant's behavior may be hazardous or creates a risk of harm to the Participant, to the Travel Service Provider or its employees, or to other passengers, or to the Travel Service Provider's vehicle and/or property or the property of other passengers; or

vii. When the Participant's conduct, attire, hygiene, or odor creates an unreasonable risk of offense or annoyance to other passengers.

# Part II.D: Game Ticket Services

The following terms and conditions apply to Game Ticket Services provided as part of the Packages.

- 1. <u>Ground Transportation Terms and Conditions</u>. By purchasing a Package or otherwise using any Game Ticket Services, you agree to comply with all terms and conditions of the Travel Service Provider(s) providing the Game Ticket Services, including all rules and policies of the facility where the game takes place.
- 2. <u>Game Ticket Details: Special Requests</u>. Details with respect to the game ticket(s) and related services included in the Game Ticket Services, including the location of your seat(s) and the time and location of any tailgates or other events, will be set forth in your Itinerary. If you have special requests, you must call the relevant Travel Service Provider and verify that they can meet your special requests after you have purchased your Package. CET is not responsible for accommodating special requests and does not guarantee that any such requests will be met by the relevant Travel Service Provider.
- 3. <u>Game Ticket Delivery</u>. Game tickets purchased as part of a Package will be transferred to the Participant who purchased the Package by the applicable Travel Service Provider within twenty-four (24) hours before the start of the relevant game.
- 4. <u>Security</u>. You and your belongings may be searched on entry to the game. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the game without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation: firearms, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.
- 5. <u>Right of Refusal, Ejection</u>. The Travel Service Provider(s) providing the Game Ticket Services reserves the right, without refund of any amounts paid, to refuse admission to, or eject, any person whose conduct it deems disorderly, who uses vulgar or abusive language, or who fails to comply with the terms and conditions of such Travel Service Provider(s).
- 6. <u>Resale of Game Tickets</u>. Resale of game tickets purchased as part of a Package is strictly prohibited. Any resale (or attempted resale) of game tickets constitutes grounds for seizure and cancelation without compensation.