

## **WM Phoenix Open 2024**

### **Ticket Terms and Conditions**

These terms and conditions (the “Terms”) apply when you (“Purchaser”) purchase from The Thunderbirds any Admission Tickets and related benefits (the “Tickets”) at the WM Phoenix Open Golf Tournament (the “Tournament”) commencing on February 5, 2024 (the “Tournament Week”) at the TPC Scottsdale Golf Course located in Scottsdale, Arizona (the “Golf Site”) through the website – <https://wmphoenixopen.com> (the “Website”) or through The Thunderbirds. The Thunderbirds will only sell Tickets on these Terms and Purchaser’s acceptance of these Terms is a condition to the purchase of Tickets.

1. Acceptance; Entire Agreement. All purchases of Tickets are governed exclusively by these Terms. These Terms, together with the Order and Email Order Acknowledgement or similar form issued by The Thunderbirds and referencing these Terms (collectively, the “Agreement”) constitute the entire agreement between The Thunderbirds and Purchaser pertaining to the Tickets, and supersede all prior or contemporaneous negotiations, discussions, understandings or agreements between the parties.
  
2. Tickets; Payment Terms; Changes related to Health and Safety. The Thunderbirds agree to provide Purchaser with Tickets for the Tournament in return for payment by Purchaser of the price set forth in the Transaction communication with Purchaser. No refunds will be made to Purchaser with the exception of the provisions set forth in Section 6. The Thunderbirds reserve the absolute right to cancel the Agreement in the event Purchaser fails to pay any fee in a timely manner and Purchaser shall forfeit any rights to Tickets pursuant to the License granted pursuant to Section 4 below. If Purchaser fails for any reason (with the exception of excuse of performance for a Force Majeure Event as set forth in Section 6 below) to use Tickets during the Tournament, no refund of fees shall be made and all fees required pursuant to the Agreement, including any disbursements or expense incurred by The Thunderbirds in connection therewith, shall be retained by The Thunderbirds as liquidated damages and not by way of penalty. The availability of the purchased Tickets may be limited or restricted for use, may be reduced or limited based upon PGA Tour guidelines or federal and/or state restrictions, orders, regulations, or guidance related to health and safety, including as a result of Covid-19.
  
3. Use of WMPO Trademarks. Purchaser acknowledges that Purchaser shall not use the WM Phoenix Open name or logo, or any other trademark owned by The

Thunderbirds for any purpose without the prior written consent of The Thunderbirds.

4. Excuse of Performance (Force Majeure Event). If the Tournament is terminated or cancelled prior to commencement of the Tournament or during the Tournament Week due to a Force Majeure Event, The Thunderbirds shall be excused from performance of the Agreement and the granting of the License for access to Tickets and the Golf Site. A Force Majeure Event shall mean an event beyond the reasonable control of The Thunderbirds, whether foreseeable or unforeseeable, including an act of God, severe weather, war, act or omission of any government authority, including any order, rule, regulation or advisory that impacts, cancels or limits the playing of the Tournament, disaster, fire, flood, accident or other casualty, strike or threat of strike, civil disorder, act and/or threat of terrorism, curtailment of transportation services or facilities, epidemic, pandemic, quarantine, virus outbreaks, shortages of supplies, power or other infrastructure, or any other event or circumstance not within the control of the Thunderbirds, whether similar or dissimilar to any of the foregoing, making it illegal, impossible or impracticable to hold, or reschedule the Tournament and/or provide the Tickets to Purchaser. Purchaser acknowledges that if the current Covid-19 pandemic results in a cancellation of the Tournament for public health and safety, including due to government order or regulation, and the Tournament is not rescheduled, this shall constitute a Force Majeure Event and the Thunderbirds shall be excused from performance under the Agreement. Purchaser acknowledges that if the Tournament is rescheduled and if the Tickets are provided to Purchaser by The Thunderbirds, then Purchaser shall be obligated to perform its obligations under the Agreement. In the event the Tournament is cancelled prior to the commencement of the Tournament and not rescheduled based upon a Force Majeure Event, Purchaser shall be entitled to a return of the amount paid for the Tickets.
5. No Warranties. No representation, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to the Agreement, the Tickets, except as are expressly stated herein. Although the Tickets provided to Purchaser pursuant to the Agreement are obtained from sources believed to be reliable, they are provided "as is", with no warranty, including, but not limited to, a warranty of merchantability or fitness for any particular purpose.
6. Remedies. In the event of any breach of the Agreement by The Thunderbirds, the Purchaser's sole and exclusive remedy shall not exceed the amount paid for the Tickets. Neither party shall be liable for any incidental or consequential damages

resulting from the breach of the other party hereunder. The Thunderbirds will not be responsible for any costs of collection, including legal fees and costs and Purchaser will reimburse The Thunderbirds for any fees paid by The Thunderbirds in connection therewith.

7. Acknowledgements of Covid-19 & Other Risks. Purchaser fully understands that (1) the novel coronavirus commonly known as COVID-19 and any resulting disease is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (2) no health and safety policies, assessments, precautions and/or protocols that will be implemented from time to time at the Tournament and Golf Site by local, state and federal governmental agencies; the Thunderbirds, PGA Tour, and/or TPC Scottsdale can eliminate the risk of exposure to COVID-19; (3) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to the Center for Disease Control and Prevention (CDC) and other public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to Purchaser's family members, and other persons in proximity to Purchaser; and (4) exposure to COVID-19 can result in subsequent quarantine, illness, disability, other short-term and long-term physical and/or mental health effects, and/or death, regardless of age or health condition at the time of exposure and/or infection.
  
8. Wavier/Indemnification. Purchaser waives any and all claims and Purchaser shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") The Thunderbirds and its directors, officers, employees, agents, representatives and affiliates (collectively, "The Thunderbirds Indemnified Parties") from and against all claims, demands, actions, lawsuits, damages, liabilities, losses, settlements, judgements, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arises out of or relates to: (i) any breach of any representation or warranty of Purchaser contained in the Agreement, (ii) any breach or violation of any covenant or other obligation or duty of Purchaser under the Agreement or under applicable law, (iii) any injury or damage occurring in or about the Tournament grounds (with the exception of any injury or damage which is directly attributed to the gross negligence or willful or wanton misconduct of The Thunderbirds Indemnified Parties, or (iv) any breach or default on the part of Purchaser in the performance of any covenant to be performed pursuant to the Agreement, or under applicable law, except to the extent caused by the gross negligence or willful or wanton misconduct of any of The Thunderbirds Indemnified Parties.

9. Miscellaneous Provisions. (a) The Agreement contains the entire agreement between the parties and shall be deemed to have been executed under and subject to and constructed in accordance with the laws of the State of Arizona; (b) The terms of the Agreement may not be changed or modified unless agreed to in writing and signed by both parties; (c) The Agreement and any rights herein shall not be assigned, sublicensed, or otherwise transferred (in whole or in part) by Purchaser without the prior written consent of The Thunderbirds and any attempt by Purchaser to assign, sublicense, or other transfer, whether voluntary or by operation of law, shall be void and of no force and effect; (d) If any term, covenant, condition or provision of the Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement or application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, or provision of the Agreement shall be valid and shall be enforced to the fullest extent provided by law; (e) The Agreement shall be deemed to supersede all prior agreements and understandings between the parties in respect to the subject matter addressed in the Agreement; (f) The Thunderbirds reserve the right to terminate the Agreement, effective upon ten (10) days prior written notice to Purchaser if Purchaser shall file in any court pursuant to any statute of either the United States or any state, a petition of bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a substantial portion of Purchaser's property or if Purchaser makes an arrangement for the benefit of creditors, or a petition in bankruptcy is filed against Purchaser; (g) All obligations arising prior to the termination of the Agreement shall survive the termination or expiration of the Agreement, including the provisions of Sections 8 and 10; and (h) The Thunderbirds reserve the right to remove any person who interferes with others at the Tournament and to exercise this authority through its agents or appropriate law enforcement officials.