



## CONDORS HOCKEY CLUB STANDARD TERMS AND CONDITIONS



I agree to purchase a Condors Membership, and agree to the following terms and conditions:

**Your Membership is a Revocable License.** Condors Membership (CM) include season tickets, which like all tickets sold for Condors events at Rabobank Arena, are owned by KG (US) Oilers Corp. The Condors Membership (and included ticket(s)) is a revocable license issued by the Bakersfield Condors to the individual or corporate entity name that appears on the account of record. Breach of any of the terms below and/or on the reverse side of the ticket, shall entitle the Bakersfield Condors to all available legal remedies.

**All Sales Final. No Refunds or Exchanges.** Payments must be timely made on or before the agreed upon payment plan dates. Delivery of tickets shall be made in September or October prior to the applicable hockey season, and only upon receipt of full payment of annual Membership dues or for accounts that are current on all payments. For those on installment payment plans, in the event you fail to make any timely required payments, The Bakersfield Condors reserve the right to either (a) withhold your tickets for upcoming events until payment is made and the account is in good standing, (b) terminate your Membership or (c) revoke any and all member benefits, with any payments made prior to the termination date forfeited by you.

I acknowledge that my Condors Membership will automatically renew in February of each successive year, unless I provide written notice of cancellation (details below) to the Bakersfield Condors on or before January 15<sup>th</sup>, prior to the new "Membership Year", which begins each February.

**Cancellation by Member:** I understand that my Condors Membership may be cancelled by me at any time throughout the year for any reason, provided I submit thirty (30) days written notice by either (a) U.S. mail, certified return receipt requested, (b) in-person at Rabobank Arena or (c) completion of a form to [condors@bakersfieldcondors.com](mailto:condors@bakersfieldcondors.com) of my election to do so. Upon cancellation, I will no longer be obligated for any future payments, but shall not be entitled to any refund for installment payments made prior to the cancellation.

**Playoffs:** As a Condors Member, you will receive the first round of home playoff games for FREE as a membership benefit. Playoffs are at an additional cost to your membership dues. All playoff games beyond the first round will be billed to you, in addition to membership dues, once games are completed. Tickets per playoff game will not cost members any more than 5% less box office pricing.

**Multi-Year Contract Accounts:** In the event of a conflict between these terms and conditions, and those set forth in any written agreement covering season tickets for multiple years, the terms in the written agreement shall govern.

**Restrictions:** You agree not to transmit, distribute, or sell (or aid in transmitting, distributing or selling), in any media any description, account, picture, video, audio or other form of reproduction of any Bakersfield Condors game or any surrounding activities for which your ticket is issued. Your ticket(s) may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests or sweepstakes, without the express written consent of the Bakersfield Condors and the AHL.

**Use of Image.** You (or the user of your ticket for any particular game) grant permission to the Bakersfield Condors and the AHL. (and its designees and agents) to utilize your image, likeness, actions and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of or at the game in any medium or context for any purpose, including commercial or promotional purposes, without further authorization or compensation.

**Assumption of Risk/Release of Liability:** You or the holder of the ticket to any game or event voluntarily assume all risk and danger of personal injury (including death) and all hazards arising from, or related in any way to, the game (including, but not limited to, injuries caused by players, fans, hockey pucks or other objects) whether occurring prior to, during or after the game, howsoever caused and whether by negligence or otherwise. You and your guests agree that neither the Bakersfield Condors, KG (US) Oilers Corp, the AHL, their respective affiliates, employees, agents or owners are liable for any injuries from such causes.

**Fan Behavior:** Any CM member or ticket holder who behaves in an unruly or disruptive manner, including, but not limited to, foul language, intoxication, physical or verbal abuse of other fans, Arena employees, game officials, players or coaches during, before or after a game may be asked to leave Rabobank Arena. The account holder of record is responsible for such behavior by anyone using their tickets. The Bakersfield Condors reserve the right in the event of such behavior, to terminate your Condors Membership without refund or other compensation in accordance with AHL and Rabobank Arena policy.

**Additional Terms/Policies:** For information on permissible changes in account ownership, relocation of season tickets, additional season ticket locations, playoff seating, additional playoff purchase opportunities, and lost or stolen tickets, please see <http://bakersfieldcondors.com>

**Rights Reserved:** The Bakersfield Condors reserve the right in their sole discretion to amend, update or modify policies and procedures relative to Condors Membership Program upon notice to the member/account holder of record.

**Acceptance of Terms/Conditions:** Upon remitting any full or partial payment toward your annual Condors Membership dues, or by accepting delivery of your tickets and Member benefits, you acknowledge responsibility for payment of the full annual membership price, and accept and agree to the terms and conditions stated on the front and back of this invoice.

### CONDORS MEMBERSHIP PAYMENT PLANS\*

I understand that by signing this form I give authorization to KG (US) Oilers Corp, (dba Bakersfield Condors) to charge my credit/debit card (or withdraw from my bank account via Electronic Funds Transfer, if so selected by me) for my annual Condors Membership dues (that include season tickets) and I agree to the terms and conditions listed herein. I understand that my initial payment will be charged today (or on next business day), and subsequent installment charges will be made to my authorized card/account on the 15<sup>th</sup> of each month (or next business day thereafter if the 15<sup>th</sup> falls on a weekend or holiday) thereafter until my annual dues are paid in full in accordance with my chosen payment plan. For all membership payments, the foregoing payment authorization shall remain in effect for so long as my Condors Membership remains in effect. I hereby warrant that I have the authority to authorize charges to the listed account for the purpose of paying my Condors Membership annual dues. I understand and agree that the Bakersfield Condors are not liable in any way for erroneous billing statements or incorrect charges and that should such an error occur in billing, the Bakersfield Condors' only responsibility is to correct it when and if the Condors receive notice of the error. There will be no refunds of any kind for these charges. I understand that the Bakersfield Condors reserve the right, upon written notification, to modify my payment plan option for future seasons and/or terminate my participation as a Condors Membership Member. The Bakersfield Condors reserve the right to restrict entry to Condors games or Condors Membership events and/or revoke membership privileges if scheduled installment payments are not timely paid and/or if any authorized charge is refused by my credit card company or banking institution for any reason. I realize that if any credit card/debit account number(s) listed on this form changes, I will promptly notify the Bakersfield Condors and this authorization will remain in effect for the new account number(s). Under all payment plans, all payments are due on the dates specified regardless of game cancellations or rescheduling – refunds or exchanges in such events will then be handled under the Bakersfield Condors' standard ticket policies/terms and conditions. Failure to continue scheduled payments in the event of cancelled or rescheduled games may subject to your membership cancellation. The Bakersfield Condors reserve the right to charge a processing fee in the event a charge is refused for any reason.