

SEASON SEAT REGISTRY TERMS & CONDITIONS

- 1. Account Holder:** I hereby warrant that I am the Account Holder or an officer of the Corporate Account Holder, as the case may be, and have the authority to enter into and sign binding agreements on behalf of the Corporate Account Holder.
- 2. Season Seat Registry Membership:** I agree to be placed on the Oilers Season Seat Registry so that I will be eligible to purchase Season Seats as they become available.
- 3. Payment:** I agree that the Oilers shall debit my credit card for the one-time Registration Fee of \$200 and the annual Administration Fee of \$50 and all handling fees and applicable taxes in accordance with these Terms & Conditions. I understand that the Registration Fee may be waived for existing Season Seat holders and that the Registration Fee shall be applied against my future purchase of Season Seats. **Automatic Renewal:** I hereby authorize the Oilers to debit my credit card annually on January 1 for the Administration Fee due to renew my Season Seat Registry membership for the following season. I acknowledge that this authorization will remain in effect until cancelled; and that I may cancel this authorization at any time for the upcoming season by providing written notice to the Oilers prior to December 15 of any year. This authorization applies only to automatic renewal and I acknowledge that revocation of this authorization does not terminate any contract for goods or services that exists between me and the Oilers.
- 4. Return of Registration Fee:** In the event that I no longer wish to be a member of the Season Seat Registry, I understand and agree that the Oilers will not refund any Administration Fees I have paid and that upon notification to the Oilers that I no longer wish to be a member of the Season Seat Registry, the Oilers will return to me the full Registration Fee of \$200 plus applicable taxes, excluding interest.
- 5. Offer of Season Seats:** I understand and agree with the following: (a) that being a member of the Season Seat Registry does not guarantee that I will receive Season Seats within a specified period of time, nor does it guarantee that I will receive premium seats when offered Season Seats; (b) that the offer of Season Seats is at the sole discretion of the Oilers as to number of Season Seats offered, process and timing and my priority number on the Season Seat Registry may not guarantee me the sole access to Season Seats offered by the Oilers at any time; (c) that if I turn down an offer for Season Seats, I will still maintain my priority number on the Season Seat Registry; and (d) that once I am a Season Seat holder, I may be eligible for upgrades on my Season Seats through any Oilers upgrading processes in place at that time.
- 6. Revoked Payment:** In the event that I have not submitted any payment on or before the required dates, or if any payment provided by me is returned to the Oilers, or if my authorization to debit my account is revoked prior to all payments being made pursuant to the Terms & Conditions, I hereby authorize the Oilers to debit the credit card I have provided for the entire outstanding amount owed to the Oilers pursuant to the Terms & Conditions. I also hereby authorize the Oilers to debit the credit card I have provided with a \$25.00 service charge for each dishonoured payment as it occurs.
- 7. Interest:** The Oilers may charge interest at a rate of 2% per month (24% per annum) on the entire portion of my account balance that is not paid when due.
- 8. Termination:** The Oilers may, at the Oilers' sole discretion, terminate my membership of the Season Seat Registry if I fail to make required payments when due, or if I fail to comply with all laws or facility, Oilers, ticket or other applicable rules.
- 9. Amendment:** I acknowledge and agree that these Terms & Conditions may be deleted, modified, amended, supplemented, updated or replaced from time to time by the Oilers in its sole discretion without my consent. The Oilers shall provide me with a written copy of the Terms & Conditions, as deleted, modified, amended, supplemented, updated or replaced.
- 10. Assignment:** I may not assign or transfer my Season Seat Registry membership or any of my rights hereunder, in whole or in part, without the prior written consent of the Oilers, which may be unreasonably withheld, except I may assign or transfer my Season Seat Registry membership to a member of my immediate family, defined as my parents, husband, wife, children, brothers or sisters, upon written notice to the Oilers. The Oilers may assign or transfer my Season Seat Registry membership to any person without my consent.
- 11. No Waiver:** No waiver or delay in enforcement of any breach of any of the Terms & Conditions shall be construed as a waiver of that or any other term of the Terms & Conditions, and, without limitation, the acceptance of any payments specified to be paid by me hereunder shall not be, nor be construed to be, a waiver of any breach of any of the Terms & Conditions.
- 12. Severability:** Each of the provisions contained herein is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court shall not affect the validity or enforceability of any other provision.

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13. Personal Information and Privacy: I hereby grant to the Oilers consent to use the personal information provided in the Terms & Conditions to provide me with the products and services I have requested, for the continued administration and maintenance of my Season Seat Registry membership or ticket account and my on-going relationship with the Oilers in accordance with the Oilers Privacy Statement. Questions about Personal Information and Privacy, contact our privacy officer at: Edmonton Oilers, 11230 – 110 Street, Edmonton, AB T5G 3H7 or privacy@edmontonoilers.com