



## TERMS AND CONDITIONS

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### PAYMENT TERMS:

With your purchase of a 1-year season ticket membership, unless you choose to pay in full upfront, you will pay consecutive credit card (including credit debit card) or ACH monthly installment payments beginning during the month you purchase your season ticket membership, and ending on February 15th, 2019. By making any season ticket membership purchase, you are electing to purchase tickets for any NBA Playoffs that follow the NBA Season for which you purchased season tickets. Playoff tickets are an additional charge. Your credit card or ACH account on file will be billed for any NBA Playoffs for which you elected to purchase tickets on or about the July 1 immediately following the relevant NBA Playoffs for all Playoff home games played during such season, regardless of ticket usage.

During any NBA Playoffs for which you elected to purchase tickets and for which discounted pricing is offered to Season Ticket Members for tickets, you will receive such discounted pricing so long as your account is renewed for the immediately following season, and remains in good standing. ACH payments shall not be deemed satisfied until payment is received by the Miami HEAT (the "HEAT"). All sales are final. Your season ticket purchase is non-refundable. You may not cancel your season ticket purchase, your subscription, or your purchase of goods or services, as applicable.

### RETURNED PAYMENT FEE & DELINQUENCY FEE:

We will charge you a fee if your payment instrument is not honored or cannot be processed, even if your payment is honored on subsequent presentment. This fee is \$25 if the returned payment amount is \$50 or less, \$30 if the returned payment amount is between \$50.01 and \$300, \$40 if the returned payment amount is between \$300.01 and \$800, and up to 5% of the payment amount if the returned payment amount exceeds \$800. Any payment that is ten (10) or more days delinquent is subject to a fee of up to 5% of the amount overdue.

### LICENSE:

Your ticket purchase entitles you to certain tickets to certain HEAT games. As between you and the HEAT, such tickets are owned by the HEAT, and entitle you to a revocable license (the "License"). The HEAT reserves the right to revoke the License granted by any ticket by refunding the purchase price. The HEAT may also revoke the License or any portion thereof and/or seek any other legal remedies if you fail to make any payment due or breach any other term to which you agreed including those contained herein and on the back of any relevant individual ticket.

### ADDITIONAL TERMS & CONDITIONS:

All purchases and renewals are subject to an annual fee of up to \$50 per seat. All accounts with an address of record outside of the State of Florida are also subject to an annual surcharge of \$50 per seat. Season tickets are revocable licenses. Season tickets will not be released unless the account is in "good standing," which means being current in your payment schedule and not being in breach of any other term to which you agreed including those contained herein and on the back of any relevant individual ticket. Unpaid fees may prevent your account from being considered in "good standing." Failure to adhere to any terms that apply to your account, including failure to make timely payment (for any reason) shall entitle the HEAT in its sole discretion to: deactivate your season ticket(s), cancel your account and/or, in the case of credit card or ACH payments, accelerate the balance due and charge any or all credit cards on file for the remaining account balance.

An account cancellation will result in the deactivation of your remaining tickets and the forfeiture of any amounts paid prior to such cancellation. When an account uses multiple credit cards to make a payment, it is the sole responsibility of the account holder of record to maintain the account in "good standing." Failure to satisfy your entire payment plan at any time may result in additional costs, including the HEAT's right to retroactively revoke your discounted Playoff pricing and charge the balance of the relevant season's full Playoff pricing to your account. Privilege of renewal under these terms is extended only to the season ticket member listed on the front of this invoice. The name that appears on the top line of the address portion on the face of this invoice is the season ticket member of record. When the season ticket member is a corporate entity, the renewal must be executed by an officer of the company. You must list the company name (first line) and the designated employee (second line).

Renewal or transfer privileges are extended at the option of the HEAT and are subject to revocation at any time. At any point during the term of your membership, the HEAT reserves the right to relocate your seat locations for any reasonable business purpose, as determined by the HEAT in its sole discretion. Further, you agree to be billed for any additional HEAT home preseason games added prior to any NBA Season for which you purchase season tickets (i.e., any preseason home games scheduled in addition to the three (3) regularly scheduled preseason home games).

If: (a) you are ejected one (1) time during a season for verbal abuse; or (b) your tickets are used by a fan who is ejected one (1) time during a season for verbal abuse, you will be sent written notice from us (with a copy to the NBA) advising you that your season tickets will be revoked if you, or someone using your tickets, is ejected from a game for verbal abuse for a second time during such season. If you, or someone using your tickets is in fact subsequently ejected from a game for a second time during the season for verbal abuse, we will revoke your season tickets. Additional terms apply to your account. Please log in to your online account for details. We may amend these terms at any time. If any of these terms is invalid, illegal or incapable of being enforced, all of the other terms shall remain in full force and effect. We will not lose our rights under this agreement because we delay or do not enforce them.

**TICKET DELIVERY:**

Paper tickets are not guaranteed. Tickets in your account will be made available to you on the date selected by the HEAT in its sole discretion and by any then-current method of ticketing, which may be digital and/or mobile only (i.e., only available on your smart phone).

**CONSENT TO RECEIVE COMMUNICATIONS FROM THE HEAT:**

The HEAT often provides its season ticket members with information, including account maintenance, game day information, scheduling changes, and certain promotions via phone call and text message. By providing a phone number and signing below, you hereby consent to receive informational, advertising, promotional, telemarketing, and other communications (phone calls and text messages) from or on behalf of the HEAT at the provided telephone number, including, but not limited to, telemarketing communications sent by an automatic telephone dialing system or using an artificial or prerecorded voice. You confirm that the telephone number provided below is registered to you and you agree to notify the HEAT in writing if you change, transfer, drop, or otherwise surrender this phone number. The HEAT will never sell your phone number and will not share your phone number other than with those third parties with whom we partner. You acknowledge that your consent to receive such telemarketing and other communications is not a condition to receive goods or services from the HEAT and that you may opt out of receiving telemarketing and/or other communications at any time, including by not providing a phone number below. If you provide a telephone number to the HEAT after you opt out of receiving telemarketing and/or other communications from the HEAT, you may receive informational communications from the HEAT regarding your account.

**AUTOMATIC PAYMENT AUTHORIZATION:**

I authorize the HEAT to automatically charge my credit card, or ACH Account, as I provided to the HEAT, per the terms and conditions set forth herein and on my invoice and/or online order form, as applicable for (i) the monthly payment amounts on the dates as described herein, if I elect the monthly payment option, (ii) any Playoff games as described herein, (iii) any returned payment fee, and (iv) any accelerated payments I incur. I agree that no prior notification will be provided unless the date or amount of a payment changes, in which case notice will be provided ten (10) days in advance of the payment. I understand that I may cancel this authorization at any time by sending written notice to the HEAT at AmericanAirlines Arena, 601 Biscayne Blvd. Miami, FL 33132, but such cancellation does not relieve me of my payment obligations under this agreement. This constitutes your copy of the recurring payment authorization to the HEAT. Please retain a copy for your records. I acknowledge that I have read and fully understand the foregoing.