# Terms of Service for Participation in the Fanatics Fest NYC 2027 Event

By participating in Fanatics Fest NYC 2027 (the "Event") or any part of the Event, each individual (each, a "Participant") acknowledges that they have read, understood, and agree to be bound by these Terms of Service (the "Terms of Service"). As used herein, to "Participate" (or, as applicable, a Participant's "Participation") shall mean, collectively, registering for, attending, accessing, entering or viewing the Event or any part of the Event, whether such Event is in a physical and/or digital format. If any Participant does not agree to these Terms of Service, such Participant should not Participate in the Event. In the event a Participant is a Minor (as defined herein), all uses of the term "Participant" in these Terms of Service shall also be deemed to include such Minor's Guardian (as defined herein).

As used in these Terms of Service, "Management" shall be defined as Fanatics Events, LLC ("Fanatics") and, to the extent applicable, any partner organizations which work with Fanatics to produce or manage the Event. The "Event" shall be defined as the Fanatics Fest NYC 2027 event managed by Management only, including any live and/or virtual component(s) thereto. The "Venue" shall be defined as each venue where any live component(s) of the Event are held. If applicable, the "Platform" shall be defined collectively as each distribution platform and/or digital service provider utilized by Management in connection with the Event, including, but not limited to, the Event website(s). A Participant's "Credentials" shall be defined as a valid individual identifier created and provided by Management which entitles a Participant to Participate in the Event in some way, whether such Credentials are a physical object (including, but not limited to, a badge, ticket, wristband, or other authorized means of entry), or an intangible object (including, but not limited to, a unique code, account, login, link, or other digital identifier).

At any time, Management may amend these Terms of Service at any time in its sole and absolute discretion without notice to Participant by posting the amended Terms of Service on the Event website. The continued Participation in the Event by a Participant shall constitute acceptance of any such amended Terms of Service.

## Assumption of Risk and Release

Participant acknowledges that there are hazards and risks incidental to Participating in the Event. By accepting Credentials and/or by Participating in the Event, Participant freely and voluntarily assumes any and all risks which are incidental to the Event, regardless of severity and/or foreseeability, and regardless of whether or not caused by the negligence of Management, including, but not limited to, loss, property damage, injury or damage to persons and/or death. Further, Participant acknowledges that there is an inherent risk of exposure to communicable disease, pandemic, or epidemic including, but not limited to, COVID-19, in any public place where people are present, and, by Participating in the Event, Participant freely and voluntarily assumes any and all risks related to such exposure. Participant agrees to follow all health and safety instructions, guidelines, or standards issued by applicable local, state, and federal governmental authorities, as well as any health and safety instructions, guidelines, or standards for the Event which may be posted on-site at the Venue, within the Platform (including on the Event website), or as otherwise provided to Participant by Management.

As consideration for Participating in the Event, Participant hereby releases and forever discharges Management, the Venue, the city in which the Venue is located (if the city owns the Venue), the Platform, each of their parent, affiliated, and subsidiary companies, and each of their respective agents, employees, officers, directors, trustees, shareholders, contractors, sponsors, and any third parties acting on their behalf (collectively, the "Released Parties") from any and all claims, actions, damages, liabilities, costs or expenses (including attorney fees) which stem from, are related to, arise from or out of, or are in any way connected to Participant's Participation in the Event, whether or not such claims, actions, damages,

liabilities, costs or expenses are caused by the negligence of the Released Parties or by the infringement or violation of any right. This release shall be effective and binding upon any heirs, agents, personal representatives or assigns of Participant (and of the Guardian if Participant is a Minor).

## Incidentals to Participation

Participant acknowledges that he or she is solely responsible for the payment of any and all costs incurred in connection with the purchase of any incidentals or any additional accrued expenses necessary to Participate in the Event or use the Credentials, including, but not limited to, travel, accommodations, Internet connection, mobile access, and/or the use of any personal devices. Except as may be required by applicable law, Management will not be responsible or liable for any costs associated with Participation in the Event and all such costs shall be borne solely by the Participant.

If physical Credentials are shipped to Participant, the title to such Credentials passes to Participant upon delivery of the Credentials from Management to the shipping company. To the extent such shipment of Credentials results in any duty or custom charges, Participant shall be solely responsible for making such payment.

## Access to the Event

Except as may be required by applicable law, Participant is solely responsible for ensuring that Participant is qualified for and is able to Participate in the Event, including, but not limited to, any requirements that Management specifies or makes available on the Event website, at the Venue or within the Platform. Management is not responsible for any technical difficulties arising as a result of Participant's use of their own technology in connection with the Event.

## Personal Property

Immediately upon entry into any portions of the Event held in the Venue, all Participants, their bags and other personal property may be subject to screening or security checks. Management expressly reserves the right to prohibit any personal property from entry into the Venue.

All personal property brought to the Event is done so at Participant's own risk and Participant is solely responsible for safeguarding such property at all times. Participant hereby acknowledges and agrees that Management is not responsible for, and shall have no liability resulting from, any loss or damage to any personal property belonging to Participant, including, but not limited to, loss or damage resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, bomb threats, roof leaks, other attendees participating in the Event or other causes, to the extent consistent with applicable law.

No personal property may be left unattended while in or around the Venue. Management will handle unattended property however Management deems appropriate in its sole and absolute discretion. Any personal property which is left within the Venue upon the conclusion of the Event shall be considered abandoned and will be handled by Management accordingly.

## Use of Credentials

All Credentials constitute a revocable license to the Participant to Participate in the Event and Management continues to reserve the right to revoke such license at any time without notice in Management's sole reasonable discretion. Credentials may only be used by the same individual Participant for all days of the Event. If Participant is on-site at the Venue, Participant must carry their Credentials with them at all times.

## Loss of Credentials

Any Credentials which are purchased by, or otherwise made available to, Participant must be protected and safeguarded by Participant at all times. Participant hereby acknowledges and agrees that Management is not responsible for, and shall have no liability resulting from, any loss or damage to any Credentials.

## Resale of Credentials

Once purchased, Credentials are non-refundable and non-transferable and cannot be reproduced or resold. No resale of Credentials shall be permitted, except with the prior written approval from Management, which may be withheld in Management's sole discretion. Credentials are immediately deemed void if altered in any way. The unauthorized resale or attempted resale of Credentials (including, but not limited to, "scalping"), the unauthorized assignment of Credentials, the creation of counterfeit Credentials, or the unauthorized transfer of any Credentials to a third party are strictly prohibited and constitute an immediate forfeiture of Participant's Credentials without compensation from Management.

## Removal from the Event

Management expressly reserves its rights to deny admission or entry, to remove, ban, or eject a Participant, or to revoke or terminate any Participant's Credentials or access to any part of the Event, without refund, liability or compensation, as a result of, without limitation: (1) failure to comply with these Terms of Service; (2) any illegal, unsafe, offensive or threatened behavior which Management could reasonably consider to be disruptive of the Event; or (3) circumstances which Management determines impact the safety, security, or order of the Event, each in Management's sole and absolute discretion. Any such determination by Management shall be final.

## Proper Attire

At all times in connection with the Event, Participant will wear proper attire, including shoes and shirts. Management reserves the right to deny access or remove from the Event any participant wearing attire that Management deems inappropriate or that could in any way detract from the Event overall.

## Restrictions on Eligible Participants

Please refer to the Event website for the full guidelines regarding the Event admissions policy. At any time, in its sole absolute discretion, and except as otherwise prohibited by applicable law, Management may request that any Participant provide documentation relating to verification of their identification, age, industry credentials or certifications, whether or not described in these Terms of Service. Management reserves the right to deny entry, ban, or remove any Participant from further Participation in the Event if such Participant fails to provide the requested documentation or if such documentation is deemed insufficient by Management in its sole and absolute discretion.

## Minors

For purposes of these Terms of Service, a "Minor" is hereby defined as any individual who is under eighteen (18) years of age or has not reached the age of majority as defined by such individual's jurisdiction of primary residence. In order to Participate in the Event, including, but not limited to, admission into the Venue and access to the Platform, all Minors who are six (6) years of age or older will need their own Credentials. In order to Participate in the Event in any way, a Minor must obtain the prior written permission of their parent or legal guardian (the "Guardian") prior to any Participation, including, but not limited to, sending any information to Management, entering any sweepstakes or contests in

connection with the Event, posting any information on the Event websites or Platform, or purchasing any Credentials or other goods or services related to the Event. The use of Credentials by a Minor or any Participation in the Event by a Minor is a representation and confirmation that such Minor has obtained the consent of their Guardian. Management recommends all Minors Participate in the Event with their Guardian; provided however, that Minors under the age of thirteen (13) MUST Participate in the Event with a Guardian, and if such Minor attends a live component of the Event they must be accompanied by a Guardian at all times in and around the Venue. NOTE: It is a Guardian's sole responsibility to determine the suitability of the Event for any Minors in such Guardian's care, regardless of any official age restrictions which may be described in these Terms of Service.

## Event Features

Without limitation, the Event's operating hours, schedules, floor plans, exhibitors, vendors, guests, and speakers are subject to change or cancellation without notice to Participants. All Event Features (as defined herein) are subject to availability and access is not guaranteed for all Participants. The "Event Features" are hereby defined as, without limitation, any panels, special events, education sessions, classes, autographing sessions, photo ops, performances, screenings, webinars, networking events, or other activities held by Management (whether in-person or virtually) in connection with and as part of the Event.

Access to certain Event Features may require an additional separately priced fee and/or will only be available to designated Participants with certain types of Credentials. To the extent an Event Feature occurs at a specific time and for a specific set of Participants, each authorized Participant will only be permitted access to such Event Feature only during the specific time determined by Management. Management reserves all rights to deny entry, ban, or remove any unauthorized participants from any such Event Feature.

Participant is solely responsible for Participating in the Event in a timely and responsible manner and for observing any specific times or time limits provided to Participant by Management. In the event Participant fails to Participate in any part of the Event at a specific time and Participant is subsequently unable to Participate in such part of the Event, Management shall have no obligation to provide any refund or any portion thereof. Management is not responsible for delays and/or wait times in connection with any Event Features or with the Event itself. Management may reasonably change the time of an Event Feature in order to accommodate unexpected events, other Event Features being delayed, or ending earlier than expected or later than expected.

## Cancellation Policy

Management reserves the right to cancel or postpone the Event, or any part of the Event, on limited or no notice, at any time in Management's sole discretion. In the event of a cancellation or postponement of the Event, Management shall not be responsible or liable for the payment of any costs, damages, fees, expenses or other compensation or monies associated with the Event.

## Intellectual Property Rights

### A. Release of Likeness

For good and valuable consideration hereby acknowledged by Participant, and in exchange for the opportunity to Participate in the Event, Participant hereby authorizes, permits, and grants to Management, its parents, affiliates, sublicensees, designees, agents and assignees (including, without limitation, any sponsors, exhibitors or contractors to the Event), and each of their respective assignees, sublicensees and

successors (collectively, the "Management Parties"), the royalty-free, absolute and irrevocable right and license to (i) record, photograph, and/or film the likeness, voice, appearance and/or image of such Participant while Participating in the Event (collectively, the "Likeness"); and (ii) publish, reproduce, portray, distribute and/or otherwise use the Likeness in all media formats (whether now known or hereafter existing), worldwide, solely in connection with the distribution, promotion and publicity of both the Event (including future editions thereof) and Management's general business(es), services and/or products.

## B. Release of Participant Content

From time to time, certain parts of the Event may allow Participants to submit, share, post, create, or otherwise distribute (collectively, "Distribute" or "Distributing") content, which may include, but is not limited to messages, text, sound, images, videos, data or other materials originating with Participant (collectively, the "Participant Content"). For good and valuable consideration hereby acknowledged by Participant, and in exchange for the opportunity to Participate in the Event, Participant acknowledges that by Distributing any Participant Content as part of the Event, whether to Management directly, to the Management Parties, on the Platform or at the Venue generally, Participant thereby authorizes, permits, and grants to the Management Parties a royalty-free, irrevocable, non-exclusive, sublicensable, assignable, unrestricted right and license to publish, reproduce, portray, modify, adapt, transmit, distribute, create derivative works from, and/or otherwise use the Participant Content in all media formats (whether now known or hereafter existing), worldwide, solely in connection with the distribution, promotion and publicity of both the Event (including future editions thereof) and Management's general business, services or products.

Please note that any Participant Content is Distributed solely at Participant's own risk. To the furthest extent permitted by applicable law, Participant hereby agrees that Management shall not be liable for any unauthorized copying, use, disclosure or distribution of any Participant Content by third parties and Participant releases and forever waives any and all claims against Management for any such unauthorized copying or usage of the Participant Content under any theory. To the fullest extent permitted by applicable law, Management reserves the right to remove, discard, screen or edit any Participant Content at any time without notice to Participant in Management's sole discretion and without any liability to Participant whatsoever. While Management has no obligation to monitor any Participant Content, Management reserves the right to do so and reserves the right to enforce the intellectual property rights of Management or of any third party.

## C. Representations and Warranties Regarding Intellectual Property

The "Likeness" and all "Participant Content" shall collectively be defined as a Participant's "Intellectual Property." With respect to such Intellectual Property, Participant represents and warrants that:

1. Participant is the creator and owner of any Intellectual Property hereunder, or otherwise has obtained all necessary rights and authority to grant the rights described herein;
2. to the extent the Intellectual Property contains the Likeness, name, marks, and/or other biographical or identifying information of Participant or of any third parties, Participant consents (or has obtained the required consents and/or licenses from any third parties) to the use of such Intellectual Property by the Management Parties, solely as described in these Terms of Service;
3. the Management Parties may exercise the rights granted herein to the Intellectual Property without any additional financial liability, including, but not limited to, any compensation, royalties, residuals, or fees to Participant or any relevant third party. Any claims for additional payment for the Management Parties' use of the Intellectual Property (as described in these Terms of Service) in any media is expressly waived;

4. Participant shall have no ownership or other rights in any media created by Management which incorporates the Intellectual Property (provided that Participant shall retain any ownership of any underlying Intellectual Property itself);
5. Participant shall have no expectation of any attribution to Participant in connection with the Intellectual property;
6. the Management Parties may use the Intellectual Property in any manner or media without first notifying Participant or any third party and Participant hereby waives any right to inspect or approve any such use;
7. in connection with Management's use of the Intellectual Property, Participant releases each of the Management Parties from any claims, causes of action, damages or liabilities which Participant may have in connection with the Intellectual Property, including, but not limited to, any moral rights or "droits moral" that Participant may have;
8. any digital Intellectual Property does not contain any viruses, adware, spyware, worms, bombs, or other harmful or malicious code;
9. the Intellectual Property does not, and the use of the Intellectual Property by the Management Parties will not, (A) infringe, violate, or misappropriate any third-party rights or proprietary rights; or (B) defame or slander any other person or legal entity; and
10. the Intellectual Property will not violate any applicable laws or regulations.

Management reserves all rights and remedies against any Participants who breach or violate – or allegedly breach or violate - these representations and warranties. Management is not liable for any Intellectual Property or for any loss or damage resulting therefrom and Management is under no obligation to store or return any Intellectual Property. While Management takes reasonable security measures in connection with the Event, Management does not guarantee the safety of any Intellectual Property and has no responsibility to do so.

### D. No Recordings Permitted by Participants

Participant acknowledges that all media rights to the Event are explicitly reserved and retained by Management. As such, Participant agrees, without limitation, not to record, to use any flash photography, or to make any live broadcasts or use any live streaming apps during any Event Features, unless Participant has first received express written permission from Management. No photographs and/or film/video footage of the Event may be provided to or sold to third parties without Management's prior written consent.

### E. Acknowledgement

Participant agrees and acknowledges they have read and understood this "Intellectual Property Rights" section above and hereby expressly approves and consents to its terms, affirms their right and authority to agree to such terms, and waives all obligations and rights which such individual may have in connection therewith. For good and valuable consideration, for any Minor Participants, the Guardian hereby guarantees that the Minor shall not at any time disaffirm the release of the Intellectual Property by reason of the Minor's minority or otherwise and hereby agrees to indemnify Management from any loss arising from any claims made by or on behalf of the Minors relating to this release.

## Event Policies

At all times in connection with the Event, Participant is required to comply with and act in strict accordance with (i) these Terms of Service; (ii) all applicable laws, ordinances, codes, regulations,

standards and judicial or administrative orders; and (iii) any additional Event rules, regulations, codes of conduct, policies, or procedures which may be posted at the Venue, on the Platform, or otherwise distributed to Participants by Management and as may be updated from time to time by Management in its sole discretion (collectively, the "Event Policies"). By Participating in the Event, Participant acknowledges and agrees that Participant has read, agrees to comply with, and will act in strict accordance with the Event Policies.

The Event Policies apply to EVERYONE Participating in the Event in any manner whatsoever, including, but not limited to, all Participants, exhibitors, speakers, guests, professionals, media, staff members, workers, contractors, volunteers, security or any other attendees or participants to the Event. Each Participant is solely responsible for their own conduct while Participating in the Event or any part of the Event. Guardians are solely responsible for the conduct of any Minors Participating in the Event or any part of the Event.

As part of the Event Policies, each Participant agrees that they will not, and will not directly or indirectly cause or encourage others to, conduct any of the following "Prohibited Activities" in connection with the Event, without limitation:

1. interfere with, damage, or engage in any act which disrupts the operation of the Event in any way, including but not limited to, obstructing aisles or entrances or exits, running, cutting in line, saving places in lines for others, jumping over barriers or guardrails, using foul language, screaming, yelling, encouraging disruptive behavior from others, disobeying any time limits, directions or prohibitions provided to Participant by Management's staff and/or moderators, or preventing any other participant from Participating in the Event by any means;
2. distribute, wear, transmit, upload, display or otherwise circulate any content which is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable to Management in Management's sole discretion;
3. distribute printed or recorded materials of any kind unless prior written approval has been obtained from Management;
4. impersonate any other person or entity or perform any similar fraudulent activities;
5. sell goods or services, display goods or services, make solicitations of any kind, or conduct any commercial activities without the prior written approval of Management;
6. harvest, collect, or attempt to collect the personal information, email addresses or other contact information of other participants in the Event without the consent of such participants;
7. defame, harass, abuse, threaten or defraud other participants in the Event, it being noted that:
    a. Management has a ZERO TOLERANCE POLICY for harassment of any kind as set forth further on the Event website;
8. circumvent, disable, damage, remove or otherwise interfere with the security, integrity, or proper conduct of the Event;
9. access – or attempt to access - any unauthorized part of the Event designated as only for Management use;
10. access the Platform by means of any robot, spider, scraper, crawler or other automated means for any purpose;

11. Participate in the Event for any illegal purpose, or in violation of any applicable local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy;
12. smoke within the Venue for a live Event, which includes, but is not limited to, cigarettes, vape pens, and marijuana;
13. drink or possess alcohol within the Venue outside of the specifically designated areas. No one under the age of 21 may consume alcohol within or around the Venue;
14. use, sell, possess, or distribute any illegal drugs or other illegal substances, including, but not limited to, any medication that has not been legally obtained, is not being used in its intended dosage or for its intended purpose;
15. assault, steal, fight, engage in or incite violence of any kind, including, but not limited to, verbal threats of violence; and
16. possess and/or use any of the following prohibited items in connection with the Event:
    - a firearm, ammunition, knife, or weapon of any kind, it being noted that Management has a ZERO TOLERANCE POLICY for weapons of any kind, as set forth further on the Event website.
    - objects or toys that appear to be firearms, ammunition, knives, or weapons;
        - NOTE: Event security and local law enforcement officials will treat anything that looks like a real gun as a real gun.
    - self-defense or restraining devices;
    - fireworks or other explosive or flammable objects;
    - glass containers;
    - recreational devices such as drones, remote control toys, skateboards, scooters, inline skates or shoes with built-in wheels;
    - strollers which are greater than 31” in width and 52” in length;
    - folding chairs;
    - selfie sticks;
    - balloons.

## Ownership of the Event

The Event is owned and/or operated by Management. Unless otherwise indicated, any materials provided to Participant in connection with the Event including, but not limited to, any images, videos, logos, advertisements, promotional copy, information, data, content, educational materials, trademarks, service marks, and other materials displayed or distributed in connection with the Event (but excluding any Participant Content, as defined herein) (collectively, the “Materials”) are the property of Management, its affiliated companies or third-party licensors.

Each Participant is granted a limited, non-transferable, non-sublicensable, revocable license (i.e. a personal and limited right) to Participate in the Event and utilize the Materials solely for Participant’s personal use. Management may terminate this license at any time, without notice. Each Participant agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials except as expressly provided by Management in writing. Any use of the Event or the Materials

except as specifically authorized in these Terms of Service, without the express prior written permission of Management, is strictly prohibited.

Participant agrees that they have no expectation of privacy or confidentiality with respect to the Event (including, without limitation, any "private" interactions with other Event participants and/or guests) and that Participation in the Event shall at all times be subject to these Terms of Service and may be monitored by Management without notice.

## Privacy

By Participating in the Event or by submitting information to Management in connection with the Event, Participant agrees to the terms of Management's Privacy Policy, located at https://www.fanatics.com/what-is-your-privacy-policy/ch-2349 and which may be updated by Management at any time. The continued Participation in the Event shall be deemed to constitute a Participant's acceptance of any such updated Privacy Policy. All Participants are expected to review the Privacy Policy carefully before Participating in the Event and Participant acknowledges that, in the event of a conflict or inconsistency between these Terms of Service and the Privacy Policy, the terms of the Privacy Policy shall prevail, govern and control.

To change communication preferences at any time, visit Privacy Choices (https://www.fanatics.com/user-prefs/data-subject-request?_ref=do_not_sell). If Participant has questions, comments or requests regarding Management's Privacy Policy or how Management processes personal information, Participant may also access Management's Privacy Choices at (https://www.fanatics.com/user-prefs/data-subject-request?_ref=do_not_sell).

In addition, Participant authorizes and permits Management to share Participant's personal information, including, but not limited to, their contact information, with such affiliated entities, exhibitors, vendors, contractors, or third parties (i) with which Participant authorizes in connection with the Event, including, but not limited to, scanning Credentials in connection with a live Event, accessing such third party's content in connection with a digital Event, or utilizing any Digital Technologies (as defined herein); and/or (ii) which may offer products, services, and/or goods that may be of interest to Participant. By use of a valid registration code, promotional code, discount code, coupon, or other code in connection with Participant's registration for the Event, Participant thereby authorizes and permits Management to share Participant's personal information, including, but not limited to, their contact information, with such entities, exhibitors, vendors, contractors, or third parties associated with such code.

"Digital Technologies" are defined, collectively, as the Platform; any distribution or technology platforms for any digital aspects to the Event; any on-site or web-enabled technologies, including, but not limited to, on-site Wi-Fi, on-site interactive kiosks, wearable beacon technology and/or RFID technology; and any mobile applications associated with the Event. The Event's Digital Technologies are neither directed at nor intended for use by Minors under the age of thirteen (13). Management does not knowingly collect personal information from individuals under the age of thirteen (13), and if Management becomes aware that it has inadvertently done so, Management will delete such personal information as soon as practicable thereafter. All Minor Participants are hereby instructed not to access, or Participate with in any way, the Digital Technologies unless done so with the express consent of these Terms of Service by their Guardian. Further, Minor Participants under the age of thirteen (13) should only Participate in the Digital Technologies under the direct supervision of their Guardian, if such Participation is permitted by Management in Management's sole discretion.

## Security

Management reserves the unrestricted right to modify, suspend, extend or terminate the Event, or any part thereof, or any Participant's Participation thereto if Management determines, in its sole and absolute discretion, that the Event or any part thereof has been, or is suspected to be, tampered with or disrupted due to causes beyond Management's control in a manner which may undermine or corrupt the security, integrity or feasibility of the Event or any portion thereof as contemplated herein. Although Management shall endeavor to ensure the security and integrity of the Event, in the event the Event or any part thereof is terminated or has any change in date, time, or location, for any reason beyond Management's control, Management shall not be liable to Participant in any way and Management shall have no financial obligations to Participant.

Additionally, Management is not responsible for the actions of any other Participants in connection with the Event, including, but not limited to, any Participant's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Event. Participant's interactions with third parties, including, but not limited to, guests and other Participants in connection with the Event, are solely between Participant and such third party. Participant acknowledges and agrees that Management will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions with third parties. Management is also not responsible for any problems or technical malfunction of any network or lines, servers or providers, equipment or software which are beyond Management's control, including, but not limited to, any injury or damage to Participant or Participant's property resulting from Participation in the Event.

## Limitation of Liability

PARTICIPANT AGREES THAT PARTICIPATION IN AND TO THE EVENT, INCLUDING ANY SECURITY MEASURES USED BY MANAGEMENT TO PROTECT THE EVENT, ARE PROVIDED STRICTLY ON AN "AS-IS" BASIS. IN CONNECTION WITH THE EVENT, MANAGEMENT SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANITES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE WITH RESPECT TO THE EVENT, AND ANY REPRESENTATIONS THAT THE EVENT OR THE SECURITY MEASURES FOR THE EVENT WILL BE FREE FROM DEFECTS, OPERATE OR BE FULFILLED WITHOUT ISSUE OR DELAYS, OR THAT THERE WILL BE NO CIRCUMVENTION OF THE EVENT OR ITS SECURITY MEASURES.

IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL MANAGEMENT BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO PARTICIPANT IN AN AMOUNT EXCEEDING THE SUM OF THE FEES ACTUALLY PAID BY PARTICIPANT TO PARTICIPATE IN THE EVENT.

## Acknowledgment of Terms of Service

By Participating in the Event, Participant acknowledges and agrees that Participant has read, and agrees to comply with, the Terms of Service stated herein and agrees that these terms shall be construed by and governed in accordance with the laws of the State of New York and that, with respect to any dispute arising out of these terms, the sole and exclusive jurisdiction and venue shall lie with the state and federal courts located in the County of New York, State of New York. Except where prohibited by applicable,

Participant acknowledges and agrees that any and all disputes, claims, and causes of action arising out of or connected with these Terms of Service or with the Event shall be resolved individually, without resort to any form of class action. For the avoidance of doubt, registration for the Event, Participation in the Event, and/or the purchase or use of Credentials shall be considered acknowledgement of, and agreement to, these Terms of Service.

If there is a fee to obtain the Credentials, Participant authorizes Management, or its designees, to charge the amount specified above to the designated credit card.

## Authority

Management shall have sole and absolute authority over all aspects of the planning, promotion, production and operation of the Event, including without limitation, determining the Venue or the Platform, scheduling, rescheduling, and if, when and for how long the Event will occur.

## Reservation of Rights; No Waiver

Management reserves all rights not expressly disclaimed in these Terms of Service. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Event and/or the participants. Neither the failure of Management to require strict compliance with any provision of these Terms of Service nor the failure, delay or omission by Management in exercising any right with respect to any provision of these Terms of Service will be construed as a waiver or relinquishment to any extent of Management's right to assert or rely upon any such provision or right in that or any other instance.

## Survival

Any provision of these Terms of Service which imposes an obligation on a Participant after the Event concludes shall be deemed to survive the conclusion of the Event.

## Severability

If any provision of these Terms of Service is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of these Terms of Service shall be unaffected and shall remain enforceable.

## Headings

The section headings in these Terms of Service are for reference purposes only and shall not in any way affect the meaning or interpretations of these Terms of Service.

## Integration; Non-Reliance; Remedies Cumulative

These Terms of Service, including the terms incorporated by reference herein, constitute a legal, valid, and binding obligation, enforceable in accordance with its terms. Participant acknowledges that in agreeing to these Terms of Service he or she has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms of Service. The rights and remedies provided by these Terms of Service are cumulative and use of any one right or remedy by either Participant or Management

shall not preclude or waive the right to use any or all other rights or remedies. Such rights and remedies are given in addition to any other rights or remedies Participant and Management may have by law, statute, ordinance, or otherwise.

## Health & Safety Acknowledgement

Please ensure that you have reviewed any advisories or restrictions that may be in place for travel to the United States and for travel to the city and state of the Event.

Please be advised that a risk of exposure to COVID-19 exists in any event or public space, including the Event. Prior to registering for and attending the Event, please ensure you have read the latest CDC Guidelines for Prevention. By attending the Event, you acknowledge this inherent risk on behalf of yourself and/or any Minor attending the Event for which you serve as Guardian (collectively, "You") and, as a condition of entering the Event, You acknowledge, understand and confirm each of the following in accordance with applicable health guidelines:

1. that You will abide by all terms of admission and participation (as may be updated from time to time), all Event health-and-safety requirements as made available on the Event website, all local public health regulations and guidance from the relevant city and/or state which are in effect at the time of entry, and, where applicable, providing proof of compliance with any entry requirements;
2. that You are not currently experiencing any of the following symptoms of COVID-19, as identified at CDC.gov, including, but not limited to:
    - Fever or chills
    - Cough
    - Shortness of breath or difficulty breathing
    - Fatigue
    - Muscle or body aches
    - Headache
    - New loss of taste or smell
    - Sore throat
    - Congestion or runny nose
    - Nausea or vomiting
    - Diarrhea
3. that prior to attending the Event You have not been in contact with someone with confirmed or suspected COVID-19 symptoms without completing a CDC recommended quarantine; and
4. that You are not under any self-quarantine or isolation orders or subject to any CDC self-quarantine or isolation protocol.

Please do not enter the Event or the Venue if You cannot confirm all of the above criteria. If at any point during Your time at the Event You do not meet all of the above criteria, You will be required to isolate and may be relocated or asked to leave the Venue at the sole discretion of Management.

Please note: The guidelines in this document are based on information currently available regarding the behavior and characteristics of the COVID-19 virus, public health information and local or state

guidelines with respect to large gatherings. As more clarity with respect to these variables emerges, it is expected that these guidelines may need to be adjusted accordingly.

## Presale & Early-Purchase Perks Fulfillment

The following terms govern the fulfillment and redemption of promotional benefits offered in connection with eligible Fanatics Fest NYC 2027 ticket purchases, including the American Express® Presale, Returning Fan Presale, and other designated early-purchase promotional windows. Benefits vary by purchase window and ticket eligibility.
**For purposes of these terms, eligible purchasers are defined as follows:**

- **American Express® Presale:** Individuals who purchase Fanatics Fest NYC 2027 tickets between November 13, 2026, at 10:00 AM ET and November 15, 2026, at 11:59 PM ET, using an eligible American Express Card.

- **Returning Fan Presale:** Individuals who previously attended Fanatics Fest NYC in 2024, 2025, or 2026 and purchase Fanatics Fest NYC 2027 tickets between November 17, 2026, at 10:00 AM ET and November 19, 2026, at 11:59 PM ET.

**1. Autograph & Photo Op Credits**
Eligible Amex Presale and Returning Fan Presale ticket purchasers will receive one $15 credit per qualifying ticket order toward autograph and photo op purchases, regardless of the number of tickets included in the order.Limit one credit per Fanatics ONE account. Coupon codes may be applied toward any available autograph or photo op session throughout the Fanatics Fest NYC 2027 event cycle, including applicable presales and general on-sale periods. Credits may be redeemed across multiple transactions until the full credit amount has been used or the redemption period expires.
Credits expire at the conclusion of Fanatics Fest NYC 2027 on June 28, 2027. All purchases are subject to session availability.
Redemption instructions, including where to enter the coupon code at checkout, will be provided via email when codes are distributed. Credits have no cash value and cannot be redeemed for cash.
**2. Priority Access to Autograph & Photo Op Presales**
Eligible ticket purchasers will receive priority access to autograph and photo op presales based on their qualifying purchase window or ticket category.
For purposes of these terms, **"priority access"** means the opportunity to purchase available autograph and photo op experiences before sales open to the general public, in the following order:

- **American Express® Presale Purchasers:** Access to the first autograph and photo op presale window, alongside eligible Fanatics ONE ticket holders.

- **Returning Fan Presale Purchasers:** Access to the second autograph and photo op presale window, following the first presale window and before sales open to the general public.

Priority access is subject to availability and does not guarantee the opportunity to purchase any specific athlete autograph or photo op experience.
Presale dates, access instructions, and purchase procedures will be communicated to eligible purchasers via email in advance of each presale.
All autograph and photo op sessions are subject to availability and may sell out during any presale window. Priority access does not guarantee the availability of any particular athlete, session, or experience. Eligible purchasers must complete their purchases during their designated presale window to take advantage of priority access. Missed presale windows do not entitle purchasers to extended or retroactive access, and sold-out sessions cannot be made available after the fact.
**3. Promotional FanCash Earnings**
Eligible ticket purchases made during designated presale and early-purchase promotional windows will qualify for enhanced FanCash earnings as follows:

- Amex Presale: Earn 10% of the eligible ticket purchase subtotal in FanCash, up to a maximum of $20 per transaction. FanCash is calculated on the ticket subtotal only, excluding taxes, fees, and other non-ticket

charges. Each qualifying transaction is eligible to earn FanCash separately, subject to the $20 per-transaction cap.

- Returning Fan Presale: Earn 5% of the eligible ticket purchase subtotal in FanCash, up to a maximum of $10 per transaction. FanCash is calculated on the ticket subtotal only, excluding taxes, fees, and other non-ticket charges. Each qualifying transaction can earn FanCash separately, subject to the $10 per-transaction cap.
- Eligible Early-Purchase Offers: Earn 5% of the eligible ticket purchase subtotal in FanCash, subject to applicable promotional limits.
- Standard Ticket Purchases: Earn FanCash at the standard rate of 3%, subject to applicable FanCash terms.
- FanCash earnings apply to all eligible ticket types purchased during the promotional window and are calculated on the ticket subtotal only, excluding taxes, fees, and any other non-ticket charges.

Promotional FanCash will be credited to the purchaser's Fanatics ONE account within approximately 7–10 business days following the qualifying transaction.
Promotional earning rates replace, and do not stack with, the standard earning rate. All FanCash earnings and redemption are subject to applicable FanCash program terms and conditions.
Notwithstanding the foregoing, Fanatics may discontinue FanCash issuance at any time at its sole discretion.

**4. Early Entry to the Show Floor**

Eligible ticket purchasers during the Amex Presale and Returning Fan Presale will receive early entry to the Fanatics Fest NYC 2027 show floor, allowing access 60 minutes before the scheduled general admission opening time.
Early-entry benefits apply only to the event date or dates covered by the qualifying ticket.
Designated entrances, arrival times, and entry instructions will be communicated to eligible ticket holders in advance of the event.

**5. Exclusive Limited-Edition Merchandise**

Eligible ticket purchasers during the designated early-purchase promotional period, beginning November 13, 2026, and ending January 15, 2027 (the “Promotional Period”), will have access to purchase exclusive limited-edition Fanatics Fest NYC 2027 merchandise.
Exclusive merchandise will be available for purchase online only during the Promotional Period and will not be offered for purchase again before or during Fanatics Fest NYC 2027, including onsite at the event.
Merchandise must be purchased in the same transaction as a qualifying Fanatics Fest NYC 2027 ticket. Purchasers who complete their ticket transaction without adding exclusive merchandise will not be able to return and purchase merchandise separately without an additional qualifying ticket purchase.
Orders containing exclusive merchandise are expected to begin shipping in mid-January 2027 to the shipping address provided at checkout.
All merchandise is subject to availability, and access to purchase does not guarantee availability of any particular item, style, or size.