



## **PURCHASE AGREEMENT FOR TICKETS TERMS AND CONDITIONS**

### **PREAMBLE**

Thank you for using the Laval Rocket online ticketing service (the "Service"). Your purchase of Laval Rocket tickets through the Service is subject to the terms of the present Purchase Agreement for Tickets (the "Agreement").

When reference is made to the "Agreement" it shall also include the Terms of Use and the Privacy Policy that you can consult at <https://www.rocketlaval.com/en/>, which are incorporated by reference herein as if recited at length. If there should be inconsistencies between the Agreement and the Terms of Use or Privacy Policy, the Agreement shall prevail.

By purchasing tickets through the Service you agree to be bound by the Agreement. If you have any questions about this Agreement, please contact us at 1-855-219-0576.

This preamble shall form an integral part of the Agreement.

### **PARTIES**

The parties to the Agreement (the "Parties") are:

L'ARÉNA DU ROCKET INC.  
1275 St-Antoine Ouest  
Montreal (Quebec) H3C 5L2  
(hereinafter referred to as "ADR")

- AND -

You (also referred to as the "Customer", and may be written as "You" or "you")

### **PURCHASED TICKET**

You hereby agree to purchase and ADR agrees to sell the ticket(s) (the "Ticket(s)") detailed in your Order Confirmation (as defined below). The purchase of the Ticket(s) grant the Ticket holder the revocable license to attend the event described on the Ticket(s). No other relationship between the Parties, either expressed or implied, is created by your purchase of the Ticket(s).

### **ORDER CONFIRMATION**

Once your order is confirmed and your payment completed, you will receive a confirmation page and/or email indicating a confirmation number (the "Order Confirmation"). You must keep your confirmation number.

If, for any reason whatsoever, you do not receive a confirmation number or if you receive an error message or encounter a service interruption while you are completing the purchase of your Ticket(s), it is your entire responsibility to contact our Customer Service Department (by phone at 1-855-219-0576 or by email at [info@rocketlaval.com](mailto:info@rocketlaval.com)) to confirm whether your order has been properly processed. You are solely responsible for any problem that may occur during the purchase of Ticket(s). In such case, ADR shall not be responsible for any loss (monetary or otherwise) that may result from any problem occurring during the purchase of Ticket(s) through



this website, including, without limitation, the failure of a transaction to be completed or confirmed, whether through the actions of ADR and /or its related entities, or a third party.

Orders will be processed only after a billing address and other billing information have been verified. Incorrect billing or credit card account information can delay the processing of the order and the delivery of the Ticket(s). In such case, ADR's Customer Service Department may attempt to contact you, using the information provided at the time of purchase. If ADR is unable to reach you after an initial attempt, it reserves the right to cancel your order and sell your Ticket(s) to another customer.

### **OBLIGATION TO PAY**

By accepting the terms of this Agreement, you agree to pay the full price of the Ticket(s) ordered, including any applicable taxes and delivery, convenience and other fees, as described on the Order Confirmation page or e-mail. Ticket(s) prices for events that occur in Canada are stated in Canadian Dollars.

### **PAYMENTPLAN - MEMBERSHIPS AND PACKAGES**

By selecting a Ticket package, you agree to select a payment plan option from the payment plan options made available to it by ADR for each season from July 1st to June 30th (each a "Season").

**Payment Authorization.** You understand that by selecting a ticket package, you authorize ADR to charge you for the Tickets in accordance with the selected payment plan and you agree to pay any amount due for said package. You hereby consent ADR to process all payments due directly from your Credit Card, without further authorization from you. You understand and agree that ADR is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, ADR's only responsibility is to correct it if and when ADR receives written notice of the error. You understand and agree that all deposits and/or payments made are non-refundable. You understand that it is your sole responsibility to ensure that your payment information is correct and current. All payments are due on the specified dates displayed on your invoice. In the event of default, ADR reserves the right to suspend the Client's rights of access to events for which payments have not been made in full, without the possibility of refund or exchange. Notwithstanding the foregoing but subject to the terms of this Agreement, you remain liable to pay in full any amount due for the selected package.

- a) **Payment plans for full season and half-season members.** With the purchase of a full season or half-season membership, you should select one of the three (3) payment plan options:
  - i. **Pay in full.** This plan allows you to pay 100% of the cost of your Tickets for the following Season at the time when the purchase is processed online or at the earliest payment date displayed on your invoice or renewal notice. This payment can be made using Visa, MasterCard, or American Express (each a "Credit Card"), or by cheque.
  - ii. **Payment in three (3) installments.** This plan allows you to pay 20% of the cost of your Tickets for the following Season at the time when the purchase is processed online or at the earliest payment date displayed on your invoice or renewal notice, and to pay the remaining balance in two (2) equal installments, each of 40% of the cost of your Tickets, on June 1<sup>st</sup> and August 1<sup>st</sup> following your purchase. In the event of a purchase after June 1<sup>st</sup>, you will be required to make a first payment covering at least 60% of your Tickets total cost. Notwithstanding the above, you must pay in full your Tickets before August 1<sup>st</sup> of the coming



season. These payments should only be made using a Credit Card. No post-dated cheques will be accepted.

- iii. **Monthly installment with auto renewal membership** (also called “ROCKET365”). This plan allows you to pay for the cost of your Tickets for the coming Season by making eleven (12) payments commencing on March 1<sup>st</sup>. The first installment should cover 23% of the Tickets costs. The following payments are monthly installments corresponding to 7% of the Tickets costs, each installment being due on the 1<sup>st</sup> day of each of the eleven (11) subsequent months, until the Tickets are fully paid. Notwithstanding the above, full payment for your Tickets is required no later than February 1 of the season for which you have Tickets. In the event that you acquire a full season or half-season membership after March 1<sup>st</sup> and wish to enroll in the ROCKET365 payment plan, you will be required to pay retroactively in full for each month from April until the current month, then will pay monthly your Tickets on the regular payment schedule, until full payment of your Tickets. For example, if you purchase a full season membership on June 2 for the coming season and choose the ROCKET365 payment plan, you will need to pay a first amount representing 44% of your Tickets total cost. Subsequent installments must be made under the terms as provided in this paragraph. Through the ROCKET365 program, you understand and agree that your Tickets membership will automatically be renewed for the upcoming Season on March 1 of the following year, unless you notify otherwise in writing to ADR no later than February 25 of the same calendar year. In the event that a cancellation notice is sent to ADR after March 1 or any other payment date, the amounts charged to date on your credit card will not be refundable. Any cancellation request following September 1 will be considered void and you agree to pay in full for your Tickets and enjoy its privileges. Notwithstanding the above, all payments within the ROCKET365 program are made using a credit card only. No post-dated cheques will be accepted.

- b) **Payment plan for partial plan owners including but not limited to mini plans, flex plans and/or pick plans.** A description of the partial plans is available here: <https://www.rocketlaval.com/en/tickets/packages/>. If you purchase a partial plan, you must select one of the two (2) payment plan options:

- i. **Pay in full.** This plan allows you to pay 100% of the cost of your Tickets for the following Season at the time when the purchase is processed online or at the earliest payment date displayed on your invoice or renewal notice. This payment can be made using Visa, MasterCard, or American Express, or by cheque.
- ii. **Payment in four installments.** This plan allows you to pay 25% of the cost of your Tickets for the following season at the time when the purchase is processed online or at the earliest payment date displayed on your invoice or renewal notice, and to pay the remaining balance in 3 equal installments due on September 1, October 1 and November 1 of such calendar year. In the event that you acquire a partial plan after August 1<sup>st</sup> and select this payment plan, you will be required to pay retroactively in full for each month from August until the current month, then will pay monthly your Tickets on the regular payment schedule, until the Tickets are fully paid. Notwithstanding the above, all partial plan Tickets must be fully paid by November 1 of the current season. These payments should only be made using a Credit Card. No post-date cheques will be accepted.

**Declined Credit Card Payments.** If the Customer's Credit Card on file is declined for a given payment for any reason, ADR will re-run the Credit Card 24 hours later. In the event of a second refusal, ADR will make all reasonable efforts to communicate by email and/or telephone with the Customer to request an update on the payment information. If after five (5) business days, payment has not been made, the barcodes for the Member's Tickets shall be suspended for all future games. The Customer understands and agrees that in the event of non-payment, no refund will



be issued for any games missed during this suspension. If a Customer enrolled in one of the payment plans previously outlined in 2 and/or 3 misses three (3) consecutive payments, ADR may terminate the Customer's ticket plan. If the Customer's ticket plan is terminated, ADR reserves the right to resell Tickets for future games. In the event that ADR terminates the Customer's ticket plan, ADR will provide written notice to the Customer.

**Bounced Cheques.** If a Customer's cheque for a given payment bounces, the barcodes for the Customer's Tickets shall be suspended until payment in full is made. ADR will make all reasonable efforts to communicate by email and/or telephone with the Customer to complete a payment by credit card, or to request the sending of a new cheque within ten (10) working days following the initial refusal. The Customer understands and agrees that in the event of non-payment, no refund will be issued for any games missed during this suspension. If a Customer enrolled in one of the payment plans previously outlined in 2 and/or 3 misses two (2) consecutive payments, ADR may terminate the Customer's ticket plan. If the Customer's ticket plan is terminated, ADR reserves the right to resell Tickets for future games. In the event that ADR terminates the Customer's ticket plan, ADR will provide written notice to the Customer.

#### **REFUND AND EXCHANGE**

You must review your Ticket(s) selection before you submit and confirm your order. Subject to the provisions below for cancelled and/or postponed events, there are no exchanges or refunds once the Ticket(s) have been purchased.

#### **CANCELLED AND/OR POSTPONED EVENTS**

You have the sole responsibility of verifying if an event for which you have purchased Tickets through this website is cancelled or postponed. If an event is cancelled or postponed, ADR will inform you through e-mail, this website or Ticketmaster's client portal about procedures for making an exchange or obtaining a refund.

As a general rule, if an event is cancelled, the credit card with which you purchased the Ticket(s) will be refunded. However, ADR reserves the right to decide on an alternative refund or exchange method for a particular event.

ADR may change its refund and/or exchange policies at any time, at its sole and exclusive discretion. Any change to the policy may be found here.

#### **RIGHT TO CANCEL TICKETS, REFUSE ACCESS AND EXPEL**

ADR reserves the right to cancel any Ticket(s) or order of Ticket(s) through this website and to institute legal proceedings against you if you breach any provision of the Agreement or this website.

ADR reserves the right to request photo ID of the Ticket(s) holder. Anyone carrying a backpack will be denied access.

The Ticket(s) purchased on this website are revocable licenses and admission to a Ticket holder may be refused for any reason (or no reason) at the sole discretion of ADR, its employees, agents, officers or representatives, upon refunding the Ticket's face value. Ticket(s) shall not be redeemable for cash.

#### **RECORDING, TRANSMISSION AND PUBLICATION**

You hereby grant ADR the right to use your image, likeness, actions and statements in any transmission, publication or reproduction of the event in any means or circumstances, without any further permission or compensation.



## **USE OF PERSONAL INFORMATION**

Any and all collection and use of your personal information will be made in accordance with our Privacy Policy which you can consult here: <https://www.rocketlaval.com/en/privacy-policy/>.

## **LIMITATION OF LIABILITY**

By accepting the terms of the Agreement, you assume all risk, liability and responsibility for any and all damages of any nature suffered by you, including, without limitation, bodily harm and loss of property incurred during or in connection with the event. Furthermore, you hereby waive any and all rights to claim damages, monetary or otherwise, or to institute civil, criminal, administrative or legal proceedings against ADR, its affiliates and other related entities or their directors, officers, administrators, employees, representatives and all other persons acting on behalf of ADR, resulting from any cause whatsoever arising either before, during or after the event.

In certain cases, applicable laws may not allow the limitation of liability set forth above, so this limitation of liability may not apply in such particular cases. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then ADR's aggregate liability (and that of its affiliates and other related entities or their directors, officers, administrators, employees, representatives and all other persons acting on behalf of ADR) under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred Canadian dollars (CAN\$100).

## **INDEMNIFICATION**

You hereby agree to indemnify and hold harmless ADR, its affiliates and other related entities, their directors, officers, administrators, managers, employees, representatives and all other persons acting on behalf of ADR from and against any and all claims, actions, damages or other demands, including, but not limited to, reasonable costs and expenses of litigation such as counsel fees, arising from or relating to your purchase of Ticket(s).

## **APPLICABLE LAWS AND EXCLUSIVE JURISDICTION**

The Parties hereby agree that this Agreement shall be governed by and interpreted according to the laws applicable within the Province of Quebec in force at the time, without regard to conflict of law provisions. Furthermore, the Parties hereby elect to submit to the exclusive jurisdiction of the Courts of the Province of Quebec, in the Judicial District of Montreal, in respect of any action or proceeding arising out of or related to the Agreement. However, the foregoing clause is in force without prejudice to the rights of ADR to obtain any protective proceeding such as an injunction from any competent court having jurisdiction.

## **GENERAL**

Where a Court of Competent Jurisdiction declares a portion of the Agreement invalid or unenforceable, the remainder of the Agreement shall remain in force.

The headings in the Agreement are provided for clarity only and do not form an integral part of the Agreement.

Where you have read the Agreement in English, the Parties agree that the Agreement shall be drawn up in the English language. You can also read the Agreement in French at <https://www.rocketlaval.com/termes-et-conditions>.



## **TICKET CONDITIONS**

The following paragraph appears on all printed Tickets and forms an integral part of the Agreement:

**IMPORTANT** - No exchange and no refund. In case of cancellation or postponement of an event, ADR may, in its sole discretion and pursuant to the conditions then in force, offer an exchange or a refund. Ticket may not be sold or transferred commercially or for promotional purposes, with or without consideration, without the prior written consent of ADR. The ticket may not be used for advertising purposes and may not be subject to a contest, draw, giveaway or sweepstake without the prior written consent of ADR. Any falsification is prohibited. This ticket is void when declared lost or stolen by the ticket holder. Lost or stolen ticket will not be replaced. The holder of this ticket assumes full responsibility as to the risks and dangers that may result from this event and waives any claim for loss or damage whatever the cause may be, incurred or suffered by the holder before, during or after the event. Despite enhanced spectator shielding measures, objects including pucks still may fly into the spectator area, serious injury can occur. Stay alert at all times including during warmup and after play stoppage. The holder of this ticket relinquishes any claim resulting from the capture of his/her image while on Place Bell premises and the use and/or transmission of such image for promotional purposes or other. Ticket holder is bound by all rules and regulations in force on Place Bell premises. Weapons are prohibited from entering premises. Food and beverages (alcoholic or not) may not be brought inside Place Bell. The use of cameras, audio and video recording devices is also prohibited. Backpacks as well as other items considered hazardous by on-site security officers will not be allowed inside Place Bell. Ticket holder must abide by the security protocol in effect to be allowed entry to Place Bell and attend the event. Re-entry is not allowed and smoking, including e-cigarette, inside Place Bell is prohibited. Latecomers will only be admitted when deemed appropriate. Management reserves the right to deny access to an event to any person whose presence is deemed undesirable and/or evict any patron whose behavior is considered inadequate with or without a refund of the ticket price.