

## SEASON TICKET HOLDER TERMS AND CONDITIONS

These Season Ticket Holder Terms and Conditions (this “Agreement”) govern your purchase of tickets comprising either a full season ticket plan or a partial season ticket plan (each a “Season Ticket Plan”) for Philadelphia Flyers (the “Flyers”) games (“Games”) at the Wells Fargo Center during the 2016-17 season, whether such Season Ticket Plan is purchased via an invoice, purchase order or through any electronic medium, including the internet, the app and/or the website of the Flyers.

**THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION. THE ARBITRATION PROVISION MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM.**

**1. Revocable License.** Each ticket purchased as part of your Season Ticket Plan (such tickets being referred to hereinafter as the “Tickets”) constitutes a revocable license. As a revocable license, each Ticket may be revoked at any time (including before or after the Flyers actually deliver the Ticket) for any reason (including, without limitation, Preemption [as defined below]) by the Flyers, and, upon such revocation, the Flyers shall refund or credit the holder of the Ticket in the amount of the stated face value of the Ticket, less the portion of any discount allocable to that Ticket as a result of the Ticket having been purchased as part of a Season Ticket Plan. The Flyers shall have no liability in connection with the revocation of a Ticket other than the aforementioned refund or credit. The Flyers’ right to revoke described in this section is in addition to the Flyers’ right to terminate set forth in section 7 herein. Use of the Tickets and attendance at any Game are also governed by (i) the terms and conditions set forth on the Ticket itself (the “Ticket Policies”), (ii) the Wells Fargo Center policies, including security, alcohol and appropriate conduct policies (the “Wells Fargo Center Policies”) and (iii) applicable law.

**2. No Refunds.** All sales of Tickets are final, and no refunds of payments or deposits for Tickets, or exchanges for Tickets, will be made unless otherwise specified in this Agreement.

**3. Payment Authorization.** In the event that you elect to pay for your Tickets in multiple installments, you authorize us to charge the credit card account you have specified or any substitute credit card account you later provide to us (the “Card”) for each of the installment payments on or after the date it is due as specified on the attached or associated invoice. In the event that we make an error in processing a charge, you authorize us to initiate a credit or debit to the Card to correct the error. You also authorize us to (i) charge the Card for any other amounts that are due and owing under this Agreement, including any late fee that you may owe and (ii) reinitiate any charge to the Card that is unsuccessful. You further authorize us to charge your Card for tickets for playoff Games as set forth in section 4.B even if you do not elect to pay your Tickets in installments. Each charge to the Card will be processed in U.S. Dollars and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate.

### **4. 2016-17 Season.**

**A. 2016-17 Pre-Season and Regular Season Games.** The Tickets purchased as part of a Season Ticket Plan are only for those Games comprising the National Hockey League (the “NHL”) pre-season and regular season that are played at the Wells Fargo Center during the 2016-17 season (collectively, the “2016-17 Regular Season”). Nothing in the Tickets, the Season Ticket Plan or this Agreement, should be construed to create a right on the part of any holder of any Ticket or Season Ticket Plan to tickets for games or events (e.g., playoff Games, the NHL All-Star game, the NHL draft, the Winter Classic game, the NHL Stadium Series games, international or neutral site Games) (“League Special Games”) other than those Games played at the Wells Fargo Center which are part of the 2016-17 Regular Season. Further, the holder of any Ticket or Season Ticket Plan acknowledges and agrees that the Flyers and/or the NHL may cancel, postpone, reschedule or relocate Games for any reason (e.g., move a Game to an alternate venue for the purposes of playing a League Special Game, designate a Game as a sponsor Game), as determined in its/their sole discretion, as well as modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of NHL games and events (including, without limitation, Games) (“Preemption”), and the holder of any Ticket or Season Ticket Plan hereby waives and releases any and all claims he or she may have against the Flyers and/or the NHL with respect to the Preemption of any game or event (including, without limitation, any Game).

**B. 2016-17 Playoff Games.** If you have a full Season Ticket Plan, are in good standing under this Agreement and are current and fully paid up with respect to your full Season Ticket Plan for all Games in the 2016-17 Regular Season, **you will automatically be charged for tickets to use seats (which may or may not be in the same location as the seats in your Season Ticket Plan) for those playoff Games scheduled at the Wells Fargo Center for the 2016-17 season unless you opt-out as set forth below.** If you have a partial Season Ticket Plan, are in good standing

under this Agreement and are current and fully paid up with respect to your partial Season Ticket Plan for those Games included in your partial Season Ticket Plan in the 2016-17 Regular Season, you will be provided with the opportunity to purchase tickets to use seats (which may or may not be in the same location as the seats in your partial Season Ticket Plan) for at least one playoff Game for each round scheduled at the Wells Fargo Center for the 2016-17 season. Season Ticket Holders (as defined below) with partial Season Ticket Plans acknowledge that, depending on the number of playoff Games actually played in each round, the playoff Game for which you have the opportunity to purchase tickets to use seats may not actually be played (e.g., you have tickets to playoff Game seven, but the round is over after playoff Game five).

If it appears that the Flyers are likely to qualify for postseason play, you will be notified with the terms of any such purchase, including the location of the seats, the applicable prices, deposits and/or deadlines. Any such purchase will be solely on the terms offered, which may include a different seat location, higher per-seat prices, the payment of a deposit or terms that are in addition to or different from the terms and conditions of this Agreement. With respect to Season Ticket Holders who have full Season Ticket Plans only, you must opt-out in accordance with the directions provided with such terms; otherwise, you hereby agree to purchase tickets to use seats for all those playoff Games scheduled at the Wells Fargo Center for the 2016-17 season and to have your Card charged accordingly. If you opt-out (in the case of Season Ticket Holders who have full Season Ticket Plans), decline or do not meet the applicable purchase deadlines (in the case of Season Ticket Holders who have partial Season Ticket Plans), or do not meet the applicable purchase requirements, the tickets to the seats may be offered to third parties or the general public for any playoff Games for the 2016-17 Season. Unless the Flyers notify you otherwise, tickets to playoff Games shall be otherwise subject to the terms and conditions of this Agreement.

**C. No Right to Renewal.** Nothing in the Tickets, the Season Ticket Plan or this Agreement should be construed to create a right on the part of any holder of any Ticket to renew a Season Ticket Plan for seasons, games or events subsequent to the 2016-17 Regular Season. Without waiver of the foregoing, except with respect to those Season Ticket Holders whose Tickets are to accessible seats but who do not require accessible seating, it is the Flyers' standard policy to offer (i) those Season Ticket Holders who have full Season Ticket Plans and who are in compliance with the terms and conditions of this Agreement, the opportunity to purchase full Season Tickets Plans for the following season and (ii) those Season Ticket Holders, who have partial Season Ticket Plans and who are in compliance with the terms and conditions of this Agreement, the opportunity to purchase partial Season Tickets Plans for the following season, provided that the Flyers have available inventory. Any such purchase will be solely on the terms offered, which may include a different seat location, higher per-seat prices, the payment of a deposit, different Games (with respect to partial Season Ticket Holders), or terms that are in addition to or different from the terms and conditions of this Agreement.

## **5. Tickets.**

**A. Activation.** The barcodes on the Tickets will be activated following the approval of your Card on each payment date or following payment in full by another means of the amount you owe. If your account is not current in accordance with the payment schedule set forth on the attached or associated invoice, then the barcodes on the original Tickets you received will be voided, and the Tickets will not permit entry to the Wells Fargo Center. In addition, if your account is not current in accordance with the payment schedule set forth on the attached or associated invoice, certain of your Tickets may be deactivated and you must go to the Box Office at the Wells Fargo Center to retrieve or reactivate your Tickets.

**B. Ticket Re-Prints.** Requests to re-print Tickets must be made in writing and directed to [flyersservice@comcastspectacor.com](mailto:flyersservice@comcastspectacor.com). Re-prints may only be requested by the Season Ticket Holder. A processing fee of \$5.00 per Ticket will be charged to re-print Tickets. You can also re-print your Tickets by using the "ticket transfer" feature in your online account manager to re-print your Tickets at home (subject to the applicable processing fees), if any.

**6. Late Fee.** In the event that any installment payment is 10 or more days late (because, e.g., the charge to your Card fails), you agree to pay us a late fee equal to the lesser of 5% of the unpaid amount or \$10.

## **7. Termination.**

**A. Generally.** This Agreement may be terminated without notice in the event that (1) you breach the terms and conditions of this Agreement, including the payment of any amounts when due, (2) you or anyone using the Tickets engages in inappropriate or improper conduct or violates or breaches the Wells Fargo Center Policies or Ticket Policies, and/or (3) you or anyone using the Tickets violates applicable laws or regulations related to the Tickets or attendance at Games.

**B. The Flyers' Rights Upon Termination.** Upon termination, the Flyers may, without notice, and in addition to deactivating the Tickets remaining in your Season Ticket Plan, accelerate the payments under this Agreement and require that you immediately pay the entire unpaid balance for the Tickets and any other payments required under this Agreement. In addition, the Flyers shall have no obligation to refund amounts already paid pursuant to your Season Ticket Plan, or any other payments already made pursuant to this Agreement. The Flyers may use all legal rights of enforcement. If the Flyers prevail in an action to enforce this Agreement, you will pay the Flyers' reasonable costs of collection, including attorneys' fees and court costs, to the extent permitted by applicable law.

**C. Resale of Tickets.** The Flyers shall have no obligation to resell tickets to your seats in the event of termination. If the Flyers do resell tickets to your seats, you shall remain liable to the Flyers for the balance of all amounts due hereunder, as well as all reasonable costs (including, without limitation, reasonable attorneys' fees and court costs) incurred by the Flyers arising out of the events giving rise to termination, provided, however, that the amount collected by the Flyers in respect of reselling tickets, less costs incurred in connection therewith, shall be applied to reduce your liability unless, at the time of the resale, there remains available for sale in the Flyers' inventory other seating in the nature of your seating (e.g. if you have lower level seats and other lower level seats are available).

## **8. Season Ticket Account.**

**A. Season Ticket Holder of Record.** Only the person named on the invoice or purchase order form (the "Season Ticket Holder") may conduct transactions involving the Season Ticket Plan. The Flyers retain the exclusive right to settle, in their sole discretion, any and all disputes concerning who is the Season Ticket Holder.

**B. Transfers.** At the Flyers' sole discretion and approval, a Season Ticket Holder may transfer all or any portion of a Season Ticket Plan. To transfer a Season Ticket Plan, or any Tickets therein, the Season Ticket Holder must send a written request to the Season Ticket Holder's account representative. Any transfer of the Season Ticket Plan approved by the Flyers may be subject to a \$250.00 processing payment.

**C. Third Party Payments.** A third party may make payments on a Season Ticket Plan that has been established in the name of another individual or entity. Such payment does not establish any rights or benefits for such third party to the Season Ticket Plan, the Flyers or any other aspect related to the Tickets.

## **9. Miscellaneous.**

**A. Reservation of Rights.** The Flyers expressly reserve the right to unilaterally (i) change any Ticket Policy or Wells Fargo Center Policy at any time and for any reason, (ii) as permitted by law, change any of the terms and conditions of this Agreement, ticket prices or other policies, playoff terms and conditions and terms of purchase for subsequent seasons at any time and for any reason; and (iii) apply changes differently to different persons or entities, including any person who resells or offers for resale Tickets (whether licensed to do so or not).

**B. Notices and Requests.** All notices and requests relating to a Season Ticket Plan (including change of address) must be given in writing by the Season Ticket Holder to the Flyers and sent to the attention of Flyers Customer Service, 3601 South Broad Street, Philadelphia, PA 19148. All correspondence should include the account number and daytime telephone number of the Season Ticket Holder.

**C. Waiver; Remedies.** No failure or delay by the Flyers to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy in case of a breach of this Agreement, shall constitute a waiver of any breach or any subsequent breach of such term.

**D. Governing Law.** Except as set forth to the contrary in the Arbitration Provision, any claim, dispute or controversy arising from or relating to this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place of your residence, is governed by, and construed in accordance with, federal and Pennsylvania law, without regard to Pennsylvania conflict of laws principles.

**E. Personal Information and Privacy.** The Flyers have the right to use the personal information provided in this Agreement (i) for the continued administration and maintenance of any Season Ticket Plan; (ii) to review your account to determine whether other products or services we provide may be of interest to you; (iii) to conduct another transaction you request; (iv) to provide you with information about third-party products or services; and/or (v) in

connection with business-related matters. In arranging to have marketing and promotional information of third-party companies made available to you that the Flyers think might be of interest to you, the Flyers may disclose personally identifiable information such as your address, email address and telephone number, to nonaffiliated third-parties not controlled by the Flyers.

**F. Prohibited Items.** For the comfort and safety of all patrons, the following items are not permitted inside Wells Fargo Center: cans, bottles, or other beverage containers, coolers, outside food or beverages (except for medical reasons and baby food), alcoholic beverages, backpacks, large bags, sealed packages of any kind (including gifts for performers), weapons, laser pointers, firearms, narcotics, beach balls, Frisbees, any type of noise making devices, video or movie cameras, or any other item deemed to be dangerous or inappropriate.

**G. Scalping.** Resale or attempted resale of any ticket on the property of the Wells Fargo Center is prohibited, unless specifically authorized or endorsed by the Flyers, and is grounds for seizure or cancellation without refund or compensation. Such action may result in revocation of your Tickets and termination of your Season Ticket Plan.

**H. Risks Assumed/Waiver of Liability.** By purchasing a Season Ticket Plan, you voluntarily assume all risks and dangers incident to attending a game of hockey whether such risks and dangers occur before, during or after the game. Such risks and dangers include, but are not limited to, all personal or property injury or death caused by or related to pucks, sticks, hockey equipment, promotional items, and other projectiles. Season Ticket Holder agrees that the Flyers, Wells Fargo Center, the NHL, the City of Philadelphia, and their agents, employees, owners, partners, trustees, and related entities are not responsible for any such risks and dangers. In no event shall the Flyers or Wells Fargo Center be liable for consequential or indirect damages. The Wells Fargo Center and the Flyers wish to remind all fans that the hockey puck can be hazardous. The puck travels at a high rate of speed and occasionally goes into the spectator area. Serious injury can occur if you do not remain alert at all times, including after play has stopped. If you are injured, ask the nearest usher for help and directions to First Aid. Security personnel are located throughout the arena in uniform jackets.

**I. Other Terms.** The rights given to the Flyers in this Agreement are in addition to any other rights under law. **The terms of this Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this Agreement may be legally enforced.**

**10. Arbitration Provision.** Unless you have exercised or exercise your right to reject arbitration under subsection (N) below, the following Arbitration Provision will apply:

**A. General.** Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you or we elect to arbitrate a Claim, neither you nor we will have the right to: (i) have a court or a jury decide the Claim; (ii) participate in a class action in court or in arbitration, either as a class representative or a class member; (iii) act as a private attorney general in court or in arbitration; or (iv) join or consolidate your Claim(s) with claims of any other person. The right to appeal and the right to pre-arbitration discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

**B. Definitions.** The following definitions apply to this Arbitration Provision, even if terms defined in this Arbitration Provision are defined differently elsewhere in this Agreement:

(i) “We,” “us” and “our” mean the Flyers, together with any subsequent holder of this Agreement. Also, these terms include the parents, subsidiaries, affiliates and successors of such companies, as well as the officers, directors, agents and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as marketing companies, servicers and debt collectors. “You,” “your” and “yours” include each and every purchaser and user of the Tickets.

(ii) “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), 800-778-7879; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com), 800.352.5267; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party initiating an arbitration selects the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection (D) below, captioned “No Class Actions” (the “Class Action Waiver”).

(iii) “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to the Tickets or this Agreement, including disputes arising from actions or omissions prior to the date of this Agreement. “Claim” has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, it does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection (J) under the caption “Survival, Severability, Primacy” and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. Claim does not include: (1) any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights by you or us or (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration Provision.

**C. Starting or Demanding Arbitration.** To start an arbitration, the Claimant must commence the arbitration in accordance with the Administrator’s rules. To require arbitration of a Claim, the Defending Party must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced or an arbitration demand is given, the Claim will be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect.

**D. No Class Actions.** Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (i) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (ii) act as a private attorney general in court or in arbitration; or (iii) join or consolidate Claims by or against you with claims by or against any other person, and the arbitrator will have no authority to conduct any such class, private attorney general or multiple-party proceeding.

**E. Location and Costs.** Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the Administrator’s or arbitrator’s filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if you win the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator’s or arbitrator’s filing, administrative, hearing and/or other fees, and the fees and charges of your attorneys, experts and witnesses, if and to the extent we are required to pay such fees and charges by law or in order to make this Arbitration Provision enforceable.

**F. Arbitrator Selection.** The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience.

**G. Discovery; Getting Information.** In addition to the parties’ rights under the Administrator’s rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

**H. Effect of Arbitration Award.** Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the “FAA”); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel’s decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with subsection (E) above, captioned “Location and Costs.”

**I. Governing Law.** This Agreement governs transactions involving interstate commerce and accordingly this Arbitration Provision will be governed by the FAA and not by any state law concerning arbitration. The arbitrator will follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and will be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages



(which will be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator will write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

**J. Survival, Severability, Primacy.** This Arbitration Provision will survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or this Agreement, this Arbitration Provision will govern. If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions will nevertheless remain in force. If a determination is made with respect to any Claim that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions will be null and void, provided that the determination concerning the Class Action Waiver will be subject to appeal.

**K. Amendment/Termination.** Notwithstanding any provision of this Agreement to the contrary, we will not amend this Arbitration Provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision in its entirety.

**L. Notice and Cure.** Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Agreement (as more fully defined in the Arbitration Provision, a "Claim"), the party asserting the Claim (the "Claimant") will give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you will be sent in writing by mail to the address for you maintained in our records. Any collection letter we send to this address will be deemed to be a Claim Notice. Any Claim Notice to us will be sent by mail to us at The Philadelphia Flyers, 3601 South Broad Street, Philadelphia, PA 19148, Attn: Legal Claim (or such other address as we subsequently provide you). Any Claim Notice you send must provide your account number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

**M. Special Payment.** If (i) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection (L), captioned "Notice and Cure" (including the timing requirements thereof); (ii) we refuse to provide you with the relief you request; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator will award you at least \$5,500 in addition to the attorney, witness and expert fees and costs to which you are entitled.

**N. RIGHT TO REJECT ARBITRATION.** You may reject this Arbitration Provision by mailing a special rejection notice to The Philadelphia Flyers, 3601 South Broad Street, Philadelphia, PA 19148, Attn: Arbitration Opt Out. You must sign the rejection notice, affirmatively state that you do not want arbitration to apply to your Tickets or Agreement and provide your name, address, telephone number and account number. We must receive your rejection notice within 45 days after the date of the invoice to which this Agreement is attached or associated. You may not reject arbitration by phone or by any method other than the method described above. If you want proof of the date of such a rejection notice, you should send the rejection notice by "certified mail, return receipt requested." If you do, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you (except an attorney at law you have personally retained); this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Tickets or the terms of this Agreement apart than this Arbitration Provision.