

# TERMS AND CONDITIONS

## Detroit Lions/Ford Field 12-Month Auto-Renewing Payment Plan

These Automatically-Renewing Season Ticket Payment Plan Terms and Conditions (collectively, the "Terms and Conditions") govern the purchase through an auto-renewing season ticket payment plan of pre-season and regular season tickets ("Tickets") for the Detroit Lions, Inc. ("DLI") home games played at Ford Field (together, "Season Tickets") during the 2020-2021 season and subsequent seasons.

By clicking "I Agree" I am enrolling in the Plan (as defined below) and agree to the Terms and Conditions below:

**THESE TERMS AND CONDITIONS CONTAIN AN AUTOMATIC RENEWAL FEATURE (SEE SECTION CAPTIONED "AUTOMATIC PAYMENT AUTHORIZATION" BELOW). PLAN PAYMENTS WILL CONTINUE UNTIL I OPT-OUT OF THE PLAN.**

**THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION PROVISION WITH A CLASS ACTION AND JURY TRIAL WAIVER (SEE SECTION CAPTIONED "AGREEMENT TO ARBITRATE", BELOW). THE AGREEMENT TO ARBITRATE MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH I OR DLI RESOLVE ANY CLAIM.**

In these Terms and Conditions, "I," "me," and "my," means the Season Ticket owner identified on the associated Invoice (whether person or entity). "You," "your" and "DLI" means, collectively The Detroit Lions, Inc. and DLI Properties, L.L.C. d/b/a Ford Field. "Invoice" means each season's invoice and any revised invoice (as described below) and any written timetable of scheduled payment amounts and due dates sent to me by DLI. "Auto-Renewing Payment Plan" or "Plan" means this payment plan which automatically renews each year under which I purchase Season Tickets offered to me by DLI. "Plan Year" means the period that begins the date when I first enroll in the Auto-Renewing Payment Plan or August 1 (whichever date is later) and ends the following July 1. There are no additional or interest charges for the Auto-Renewing Payment Plan or charges upon cancellation of the Auto-Renewing Payment Plan (except that, depending on when I cancel, amounts paid prior to cancellation may be non-refundable as provided below).

***I understand that I am under no obligation to enroll in the Auto-Renewing Payment Plan. I may instead purchase my Season Tickets by paying for them in a lump sum or by choosing a different payment option.***

***The Plan is available for legal residents of the state of Michigan only.***

1) Estimated Installment Payments. For each applicable Plan Year, DLI will send me an Invoice specifying the estimated dates and estimated amounts of the payments that are scheduled to come due under the new Plan Year's Auto-Renewing Payment Plan. The exact due dates ("Due Dates") and amounts due will be set forth on the Invoice and are subject to change in DLI's sole discretion. Because ticket prices for any given NFL Season will not be known until after a Plan Year for such season has started, my installment amounts payable monthly will be based on my prior year's Invoice or, if I did not have Season Tickets (or had different tickets), the prior year's price of those tickets. If I do not wish to participate in the Auto-Renewing Payment Plan in the new Plan Year, I may cancel any time before the new Plan Year begins and no payments for the new Plan Year will come due.

2) Annual Opt-Out Period.

a) DLI may change ticket prices after a Plan Year has started, in which case I will be sent an Invoice to reflect the revised installment amounts for the remaining Plan Year's payments. Such Invoice will always be sent before the Opt-Out Period ends (or provide for an additional opt-out period) so that I have the opportunity to cancel and receive a refund as specified below if I do not wish to pay the revised ticket prices. I may cancel by notifying DLI in writing at: Detroit Lions Ticket Office, Attn: Season Membership Cancellations, 2000 Brush Street, Detroit, MI 48226 or in such other manner specified in the applicable Invoice. If I do not cancel within the applicable Opt-Out period, I agree to the revised ticket prices and the revised installment payments specified in the Invoice.

b) I may also cancel after a new Plan Year begins and get a refund of amounts I have paid during the then-current Plan Year (less any amounts I may otherwise owe DLI) so long as I do so before the end of the Opt-Out Period as indicated in my Invoice or revised Invoice even if my ticket prices have not changed.

3) Failure to Cancel. If I do not cancel the Auto-Renewing Payment Plan before the end of the Opt-Out Period, all payment made up to the date I cancel for that Plan Year are **non-refundable** and may only be applied to the purchase of tickets to future Detroit Lions games.

# TERMS AND CONDITIONS

- 4) Notwithstanding any renewal or automatic renewal offered to me, the opportunity to establish Season Ticket Accounts and purchase Season Tickets from year-to-year is a privilege granted by DLI to me in its sole discretion and which may be revoked by DLI at any time with or without cause. I understand and agree that (i) neither a Season Ticket Account, nor the opportunity to establish a Season Ticket Account, constitutes any form of legal, equitable, prescriptive or contractual property right under state statutory or common law or under the United States Bankruptcy Code, and (ii) I should not form any expectations or rely upon my ability to renew my Season Tickets or purchase Season Tickets for any given season. The location of the seats for Season Tickets from year-to-year is determined by DLI in its sole discretion.
- 5) DLI reserves the right to cancel my participation in the Auto-Renewing Payment Plan at any time and require that I pay for my tickets by some other means. I agree that DLI may send me notices and Invoices related to the Auto-Renewing Payment Plan via email at the email address I provide DLI, and I agree to promptly notify DLI of any updated email address that should be used to contact me.
- 6) If I fail to timely make a payment due under the Auto-Renewing Payment Plan, DLI may, in its discretion, treat my failure to pay as a notice of cancellation by me effective on such date (and based on such date either Section 2 or 3 will apply with respect to my right to receive a cash refund) and cancel any Season Tickets for games yet to be played (whether or not these tickets have been delivered to me).
- 7) The Auto-Renewing Payment Plan is offered in the sole discretion of DLI and there is no guarantee that DLI will offer it in the future.
- 8) DLI will apply each payment I make to my Season Tickets and any ancillary items (e.g. Season Parking) on a game-by-game basis in chronological date order for the NFL season. I understand that my Tickets will be released to my "mylionsaccount.com" account on a game-by-game basis only after I have fully paid for all Seats for that game and that I will not be able to transfer any tickets to another mylionsaccount.com account until I have paid for all games for the Plan Year.
- 9) I have reviewed DLI's General Ticket Policies and Season Ticket Policies <https://www.detroitlions.com/tickets/ticket-policies>. I understand and agree that those policies are applicable to me and are incorporated herein except to the extent that they are specifically superseded or modified by the Terms and Conditions of the Plan. In the event of a conflict, the Terms and Conditions of the Plan shall control.
- 10) The Plan (and all related Terms and Conditions) shall be governed by and construed in accordance with the internal laws of the state of Michigan without regard to its conflict of laws principles that could cause the application of laws of another jurisdiction. Venue shall lie exclusively in Wayne County, Michigan.

## AUTOMATIC PAYMENT AUTHORIZATION

I authorize DLI (which includes, for the purposes of this Payment Authorization, the team's service providers, agents and other representatives) to charge the debit or credit payment card account(s) identified on the Invoice or that I have otherwise provided to DLI or any substitute payment card account I later provide to DLI (the "Card") for the Auto-Renewing Payment Plan payments in the amounts and on or after the Invoice or any modified payment arrangement agreement to which DLI and I may agree, as applicable. In the event that DLI make an error in processing a charge, I authorize DLI to correct the error by initiating a credit or debit to the Card in the amount of such error on or after the date such error occurs. In the event that I make a partial payment or I am issued a credit, I authorize DLI to charge the Card for the amount specified above less the amount of such credit. Instead of or in addition to any payments described above, I authorize DLI to seek payment from the Card for any amount and on any date that I subsequently confirm by phone, text message or e-mail. I also authorize DLI to reinitiate any charge to the Card that is rejected up to two times or any greater number of times permitted by network rules. I acknowledge that DLI are not obligated to reinitiate any charge that is rejected and may terminate my Season Tickets if a charge is rejected. I agree to update my Card information if it changes by contacting DLI at (313) 262-2000. I represent and warrant that I am the owner or authorized user of the Card.

**I may cancel this Payment Authorization at any time by contacting DLI within such time as to allow DLI a reasonable amount of time to process and act on my request.** Canceling this Payment Authorization will not affect any obligation I may have under the Auto-Renewing Payment Plan. 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. Upon my request and DLI's approval, multiple payment cards may be used to repay amounts due under this Auto-Renewing Payment Plan, provided a separate payment authorization is executed and returned to DLI for any additional cardholders. I acknowledge that DLI are not obligated to accept more than one payment card from me or any other cardholder. In the event of a conflict between this Payment Authorization and any other payment authorization I have previously provided to DLI (whether written or verbal), this Payment Authorization shall supersede and govern.

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## INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (“Arbitration Agreement”).

Notwithstanding Section 10, above, DLI and I each may unilaterally elect to resolve any and all claims and disputes whatsoever, including, but not limited to those relating in any way to any these Terms and Conditions and/or any Season Tickets, memberships, season ticket plans, payment plans (including without limitation, the Plan), Invoices, games, marketing efforts, promotions, or any of our dealings with one another during any current or future NFL season (“Claims”), including claims concerning the validity, scope or enforceability of this Arbitration Agreement, through **BINDING INDIVIDUAL ARBITRATION**. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction.

If DLI or I elect to resolve a dispute by arbitration, neither of us will have the right to a court or jury trial or to participate in a class action or class arbitration. Other customary rights that DLI and I would otherwise have if either went to court will not be available or will be more limited in arbitration, including the right to appeal. DLI and I each understand and agree that by allowing each other to elect to resolve any dispute through binding individual arbitration, **WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. IF EITHER PARTY ELECTS ARBITRATION, THE APPLICABLE DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING.** The arbitrator(s) may not consolidate the claims of multiple parties.

## CONSENT TO TERMS AND CONDITIONS OF ENROLLMENT:

BY CLICKING THE “I AGREE” BUTTON, I AM ELECTRONICALLY SIGNING AND ASSENTING TO THESE AUTOMATICALLY-RENEWING SEASON TICKET PAYMENT PLAN TERMS AND CONDITIONS (INCLUDING THE GENERAL TICKET POLICIES AND SEASON TICKET POLICIES REFERENCED ABOVE), WHICH INCLUDE: (A) AN ARBITRATION AGREEMENT AND A CLASS ACTION AND JURY TRIAL WAIVER PROVISION BELOW; (B) AN AUTO-RENEWAL PROVISION; AND (C) A RECURRING PAYMENT AUTHORIZATION. UPON REQUEST, DLI WILL MAKE AVAILABLE TO ME A COPY OF THESE TERMS AND CONDITIONS. IF I DO NOT WISH TO ENROLL IN THE AUTO-RENEWING PLAN, OR AM NOT A LEGAL RESIDENT OF MICHIGAN, I SHOULD NOT CLICK “I AGREE”.