

## AVALANCHE A-LIST TERMS AND CONDITIONS

(Revised December 4, 2023)

The Avalanche A-List (“**A-List**”) is a season ticket waiting list that provides an organized and fair process for fans to have access to an Avalanche Season Ticket Membership if and when one becomes available. Currently, we cannot estimate availability or wait times due to high renewal rates.

Please note, becoming an A-List member, paying the required deposit, and putting your name on the waitlist, does not guarantee that you will have access to Avalanche season tickets or your exact place in line. Additionally, becoming an A-List member does not obligate you to make a future purchase.

At any time prior to purchasing a Season Ticket Membership that may become available, you or the Avalanche may terminate your A-List membership/remove your name from the waitlist, and your deposit (initial payment) may be applied to any single game ticket(s). A-List membership accounts are nontransferable and non-assignable except to an “immediate family member” (defined as a spouse, father, mother, son, or daughter). The determination of whether to grant, withhold, condition, or deny the request may be made at the sole discretion of the Colorado Avalanche. In the event that such a transfer is granted, A-List members shall comply with all reasonable procedures required by the Colorado Avalanche to effectuate the transfer.

To sign up for an A-List membership, visit <https://www.nhl.com/avalanche/tickets/a-list-membership-waitlist> and submit the required information. A designated representative will be in contact with you shortly thereafter to finalize any required information for membership (including without limitation receipt of the applicable deposit). You will not become an A List member or have your name added to the waitlist until the Avalanche have finalized your application and received the applicable deposit. All deposits will be applied towards your season ticket account balance once you purchase season tickets. We will notify you if an Avalanche Season Ticket Membership becomes available.

To ensure your A-List membership remains current, report any changes to your contact information to your Avalanche Account Executive as they occur. Ticket brokers or ticket resellers are precluded from signing up to become an A-List member. PLEASE NOTE: if you provide us with any false and/or inaccurate contact information (i.e., name, address, phone number, and/or e-mail address) or fail to properly update such contact information, we reserve the right to terminate your A-List membership, remove your name from the waitlist, and retain your deposit.

In the event that the Avalanche are unable to offer you a Season Ticket Membership for any season, your deposit automatically shall be applied to your A-List membership for the following season. You may terminate your A-List membership and remove your name from the waitlist at any time by providing a request in writing directly to <https://kroenke2.teamkse.com/Avalanche-A-List-Membership-Opt-Out.html>.

You authorize the Avalanche and its affiliates, agents, and service providers (collectively, “**Messaging Parties**”) to contact you using automatic dialing systems, artificial or prerecorded voice messages, texts, email, or similar methods to provide you with information about the Avalanche, Ball Arena, these A-List terms, and your waitlist status, including information about payments, games, other events or offers. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless), texts, email addresses, or similar electronic means, you supply to the Messaging Parties, even if you are charged for the contact by your service provider. You expressly authorize the Messaging Parties to monitor and record your calls. To withdraw this authorization, send a written request by email to [\[add weblink\]](#) or

by mail to: Colorado Avalanche Membership Services, Attn: A-List Marketing Opt-Outs, 1000 Chopper Circle, Denver, Colorado 80304.

COLORADO LAW, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, GOVERNS THESE AVALANCHE A LIST CLUB TERMS AND CONDITIONS AND ANY CONTROVERSY OR CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THESE TERMS AND CONDITIONS, OR BREACH THEREOF, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE CLAIMS AND TORT CLAIMS OF ANY KIND, STATUTORY CLAIMS OF ANY KIND OR ANY OTHER CLAIMS FOR RELIEF UNDER ANY OTHER LEGAL THEORIES.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL CLAIMS IN ANY WAY RELATING TO OR ARISING FROM MY PARTICIPATION IN THE AVALANCHE A LIST SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SUCH ARBITRATION SHALL ADHERE TO THE AMERICAN ARBITRATION ASSOCIATION'S MINIMUM STANDARDS FOR ARBITRATION PROCEDURES, REMAIN CONFIDENTIAL, AND BE HELD IN DENVER, COLORADO.

NOTWITHSTANDING THE FOREGOING, ANY TORT OR TORT-RELATED CLAIM (INCLUDING BUT NOT LIMITED TO NEGLIGENCE CLAIMS AND STATUTORY CLAIMS) IN ANY WAY RELATING TO OR ARISING FROM YOUR PARTICIPATION IN THE AVALANCHE A LIST SHALL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION IN DENVER COUNTY, COLORADO. EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL. FURTHER, EACH PARTY WAIVES THE RIGHT TO A COURT TRIAL WITH RESPECT TO NON-TORT CLAIMS HEREUNDER.

EACH PARTY AGREES THAT THEY WILL RESOLVE ALL DISPUTES ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY DISPUTE AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION, WHETHER DURING BINDING ARBITRATION, OR LITIGATION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF COMPETENT JURISDICTION CONSTRUING THIS AGREEMENT TO BE AGAINST PUBLIC POLICY AND ANY RIGHTS TO PARTICIPATE IN, AND AGREES NOT TO PARTICIPATE IN, ANY CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, CONSOLIDATED ARBITRATION OR COURT PROCEEDING, OR ANY SIMILAR PROCEEDING, WITH RESPECT TO ALL CLAIMS HEREUNDER.

THE PREVAILING PARTY IN ANY PROCEEDING RELATING TO OR ARISING FROM YOUR PARTICIPATION IN THE AVALANCHE A-LIST SHALL BE ENTITLED TO RECOVER ITS ATTORNEYS' FEES AND COSTS, INCLUDING THE COSTS OF ARBITRATION OR LITIGATION AS THE CASE MAY BE, FROM THE OTHER PARTY TO THE FULLEST EXTENT PERMITTED BY LAW.

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