

**Updated as of October 10 2018**

## **Terms Of Use**

The following terms of use ("TOU") apply to your use of [www.canucks.com](http://www.canucks.com), [vancouverwarriors.com](http://vancouverwarriors.com), [rogersarena.com](http://rogersarena.com) and [www.thesportsbar.ca](http://www.thesportsbar.ca) and all subdomains thereof, the Canucks mobile application and all other websites, applications and online services that display or provide an authorized link to the TOU (each a "Website" and collectively, the "Websites"), including your use of or access to the Services and the Content (each as defined below) available through the Websites. The Websites are owned or controlled by the entities which collectively operate as Canucks Sports & Entertainment, Rogers Arena and The Sportsbar Live! at Rogers Arena. These entities consist of Vancouver Canucks Limited Partnership, Vancouver Arena Limited Partnership, Aquilini Vancouver Lacrosse Limited Partnership, Aquilini Food Services Limited Partnership and Aquilini Sports Bar Limited Partnership (collectively, the "CSE Parties"). Please read the TOU carefully before using or accessing the Websites, the Services or the Content. By using or accessing the Websites, the Services or the Content, you signify your agreement to the TOU. Your use of or access to the Websites, the Services or the Content is also subject to all applicable laws and regulations. If you do not agree to any of the terms and conditions in the TOU, you should not use the Websites, the Services or the Content. Your use of the Websites, the Services and the Content is also governed by our Privacy Policy, which is available through a link on the Websites.

### **1. TERMS OF USE**

The CSE Parties provide the Websites, the Services and the Content to you subject to the following TOU. The TOU may be updated by the CSE Parties from time to time without notice to you. We suggest that from time to time, you review the TOU for possible changes. In addition, when using or accessing any Services or any Content, you will be subject to any posted guidelines or rules applicable to such Services or Content. All such additional guidelines or rules are hereby incorporated by reference into the TOU.

From time to time, specific Services or Content may require specific terms and conditions. You will be alerted to the fact that specific terms and conditions are imposed at the time you access those Services or that Content and those specific terms and conditions shall, with respect to those specific circumstances, be deemed, to the extent they conflict with the TOU, to supersede the terms and conditions of the TOU.

### **2. SERVICES AND CONTENT**

The CSE Parties currently provide users with various features and services, including fan forums, player and performer chats and other interactive and non-interactive features, all of which may be updated, deleted or otherwise modified from time to time at the discretion of the CSE Parties (collectively, the "Services"). In addition, the CSE Parties also provide access to certain footage (video and audio), photographs, text, images, statistics, logos and other media and intellectual property related to or otherwise associated with the National Hockey League ("NHL"), its member clubs and the sport of hockey, the National Lacrosse League ("NLL"), its members clubs and the sport of lacrosse or to the performances and other events produced in Rogers Arena (collectively, the "Content"). Unless stated otherwise, the Websites, Services and Content are subject to the TOU. You understand and agree that the Websites, Services and Content are provided "as-is" and that the CSE Parties assume no responsibility in connection with your use of the Websites, the Services or the Content. The Websites, the Services and the Content are provided for your non-commercial entertainment and enjoyment. Under the TOU, you may download certain Services and Content available on a Website to a single personal computing device for your personal use and entertainment. You may not use any of the Services or Content for commercial purposes. Further, you may not distribute, modify, republish or publicly display any of the Services or Content unless you have the prior, written permission of the CSE Parties, which permission may be withheld in the CSE Parties' sole discretion.

### **3. ACCESS TO SERVICES**

In order to use the Websites or the Services or access the Content, you must obtain access to the World Wide Web and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

#### 4. BACKGROUND INFORMATION

In order to use certain elements of the Services, you will be required to register with the CSE Parties by providing certain information about yourself, including your name and e-mail address. In consideration of your use of the Services, you agree to provide true, accurate, current and complete information about yourself as requested in connection with the provision of and/or registration for any of the Services, subject, of course, to all applicable laws. If you provide any information that is untrue, inaccurate, not current or incomplete, or the CSE Parties have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the CSE Parties have the right to suspend, terminate or refuse any and all current or future use of the Services. In such case, the CSE Parties may render your password ineffective.

#### 5. ACCESS BY CHILDREN

Some of the Services may not be available to children under age 13 without the permission of a parent or guardian. For information regarding our policies and safeguards relating to access to the Websites by children, you may view our Privacy Policy, which is available through a link on the Websites.

#### 6. PRIVACY POLICY

All information collected about you during registration for use of the Services will be used in accordance with our Privacy Policy and all applicable laws. You may view our Privacy Policy, which is available through a link on the Websites.

#### 7. MEMBER PASSWORD AND SECURITY

You may receive a password upon completing the registration process for use of some of the Services. You are responsible for maintaining the confidentiality of the password, and are fully responsible for all activities that occur under your password. The CSE Parties cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 7.

#### 8. MEMBER CONDUCT

You agree that in connection with your use of the Websites, the Services and the Content you will not:

- a. upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of anyone's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm or attempt to harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, an NHL or NLL member club team official, a current or former NHL or NLL member club player, a Website forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. upload, post, email or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e. upload, post, email or otherwise transmit any content that infringes any patent, trade-mark, trade

secret, copyright or other intellectual property right of any party;

f. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;

g. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

h. interfere with or disrupt a Website, the Services, the Content or servers or networks connected to a Website, the Services or the Content, or disobey any requirements, procedures, policies or regulations of networks connected to a Website, the Services and/or the Content; or

i. intentionally or unintentionally violate any applicable local, provincial, national or international law.

## 9. USER MESSAGES

a. With respect to any messages, information, data, graphics, photographs, images, creative ideas, concepts, know-how, techniques, suggestions or improvements or other content that you transmit, submit, post or upload to a Website and/or in connection with any of the Services (each, a "Message"), you are, by transmitting or uploading such Message, granting CSE Parties a perpetual, royalty-free, sub-licensable, non-exclusive, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, and distribute such Message for any purpose and in any form. This license is granted automatically and no payment of any kind will be due to you. At times, the CSE Parties may solicit Messages from users. Your provision of any such Messages in response to a solicitation by the CSE Parties shall be subject to a grant of a license to the CSE Parties as specified above.

b. When any user posts any Message to a Website or any of the Services, the CSE Parties shall have the right, but not the obligation, in their sole discretion, to review, edit or delete any Message for any reason in the CSE Parties' sole discretion. It is the CSE Parties' policy to fully cooperate with law enforcement authorities and court orders which request or require the CSE Parties to disclose personal information or the postings of anyone posting Messages to a Website or any of the Services. Although the CSE Parties may monitor and/or review Messages from time to time, they are under no obligation to do so and the CSE Parties do not assume any liability or responsibility with respect to any Messages, including those that contain errors, defamatory content, pornography, profanity or inaccuracies.

c. You acknowledge and agree that the CSE Parties may preserve Messages and may also disclose Messages if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Message violates the rights of third parties; or (d) protect the rights, property, or personal safety of the CSE Parties, their users and the public. You understand that the technical processing and transmission of the Services, including Messages, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

## 10. VOTING, CONTESTS, POINTS AND PURCHASES

As part of the Services, the CSE Parties may offer you the opportunity to vote in connection with various polls and possible event opportunities, enter contests and sweepstakes, earn redeemable points and make purchases. By casting your vote, participating in a contest or sweepstakes, registering to earn points or making a purchase through a Website, you agree to abide by and accept the TOU and any and all other special terms and guidelines set forth on or through the Websites that are applicable to such activity. In the event of a conflict between such special terms or guidelines and the TOU, the TOU will apply.

## 11. INDEMNITY

You agree to indemnify, defend and hold harmless the CSE Parties and their affiliates, the Canucks for Kids Fund, the NHL and its member clubs, NHL Enterprises Canada L.P., NHL Enterprises L.P., NHL Enterprises B.V., the NLL and its member clubs and each of their respective officers, directors, governors, owners, other officials, partners, partnerships, principals, employees, affiliates and other related entities, servants, agents, representatives, successors and assigns ("Entities") from and against any claim or demand, including reasonable legal fees and disbursements, arising out of Messages you post to, submit or transmit through a Website or the Services, your use of the Websites, the Services or the Content, your connection to a Website or the Services, your violation of the TOU, or your violation of any rights of another.

## 12. MODIFICATIONS TO WEBSITES, INCLUDING THE SERVICES

The CSE Parties reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Websites, the Services or the Content, or any part thereof, with or without notice. You agree that the Entities shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Websites, the Services or the Content.

## 13. TERMINATION

You agree that the CSE Parties, in their sole discretion, may terminate your password or use of the Websites, the Services and/or the Content, and remove and discard any Message within the Services, for any reason, including, without limitation, for lack of use or if the CSE Parties believe that you have violated or acted inconsistently with the letter or spirit of the TOU. The CSE Parties may also in their sole discretion and at any time discontinue providing the Websites, the Services or the Content, or any part thereof, with or without notice. You agree that any termination of your access to the Websites, the Services or the Content under any provision of the TOU may be effected without prior notice, and acknowledge and agree that the CSE Parties may immediately deactivate or delete your password and all related information and/or files corresponding to your password and/or bar any further access to such files or the Services. Further, you agree that the Entities shall not be liable to you or any third party for any termination of your access to the Websites, the Services or the Content.

## 14. ADVERTISERS AND VENDORS

Your correspondence or business dealings with, or participation in promotions of, advertisers and vendors found on or through the Services or the Websites, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser and/or vendor. You agree that the Entities shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or vendors on a Website or in connection with the Services. All of your business dealings with vendors and advertisers appearing on the Websites or in connection with the Services, including the Canucks Team Store, shall be at your sole risk.

## 15. LINKING

The Websites and/or Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Entities have no control over such sites and resources, you acknowledge and agree that the Entities are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the Entities shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

If the Services provide you with an opportunity to interact with a third party service and you choose to use that third party service, you agree to abide by and accept the terms of use (or terms of service) and

privacy policy that apply to that third party service, and you are encouraged to review the applicable agreements and policies before using that third party service.

## 16. PROPRIETARY RIGHTS

You acknowledge and agree that the word marks and associated logo marks of Canucks Sports & Entertainment, the Vancouver Canucks, the Vancouver Warriors, the Canucks For Kids Fund, Rogers Arena, The Sportsbar Live! at Rogers Arena, Live @ Rogers Arena, the NHL (including the NHL Shield, the Stanley Cup and NHL Conference logos) and its member clubs, the NLL and its member clubs, as well as all other proprietary materials depicted on the Websites, the Services and the Content, are the property of the CSE Parties, the NHL and the respective NHL member clubs and/or the NLL and the respective NLL member clubs, or are licensed to the applicable CSE Parties, and may not be reproduced without the prior written consent of the CSE Parties, NHL Enterprises, L.P. (or its designee) and the NLL (or its designee), as applicable. You acknowledge and agree that (i) any necessary software used in connection with the Websites, the Services and the Content (the "Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws and are either owned by or licensed to the applicable CSE Parties; (ii) any images of, or tradenames or trademarks associated with, any performing artist, player or team performing or playing in Rogers Arena ("Other Performers") which appears on the Websites is proprietary information that is protected by applicable intellectual property and other laws; and (iii) content contained in sponsor advertisements or information presented to you through the Websites, the Services and the Content or advertisers is protected by copyrights, trade-marks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by the Entities, Other Performers or advertisers, you agree not to reproduce, republish, upload, post, transmit, distribute, copy, publicly display or otherwise use any Content or any derivative works based on the Websites, the Services, the Content or the Software, in whole or in part. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface that is provided by the CSE Parties for use in accessing the Services.

## 17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE WEBSITES, THE SERVICES AND THE CONTENT IS AT YOUR SOLE RISK. THE WEBSITES, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. THE ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. THE ENTITIES MAKE NO WARRANTY THAT (i) THE WEBSITES, SERVICES OR THE CONTENT WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITES, THE SERVICES OR THE CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE WEBSITES, THE SERVICES OR THE CONTENT WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITES, THE SERVICES OR THE CONTENT WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE OPERATING ON THE WEBSITES WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITES OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE WEBSITES OR THROUGH OR FROM THE SERVICES OR THE CONTENT SHALL CREATE ANY

WARRANTY NOT EXPRESSLY STATED IN THE TOU.

#### 18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE ENTITIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE A WEBSITE, THE SERVICES OR THE CONTENT; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM A WEBSITE, THE SERVICES OR THE CONTENT; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON A WEBSITE, THE SERVICES OR IN THE CONTENT; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITES, THE SERVICES OR THE CONTENT.

#### 19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

#### 20. NOTICE

Notices to you may be made via either email (subject to compliance with applicable law) or regular mail. The Websites may also provide notices of changes to the TOU or other matters by displaying notices or links to notices to you generally on the Services.

#### 21. LINKING TO A WEBSITE

No link to a Website may be "framed" to the extent such frame contains any sponsorship, advertising, or other commercial text or graphics. The CSE Parties reserve the right to require that a link to any Website be removed, all such links being subject to the approval of the CSE Parties.

#### 22. GENERAL PROVISIONS

The TOU constitute the entire agreement between you and the CSE Parties and govern your use of the Websites, the Services and access to the Content, superseding any prior agreements between you and the CSE Parties. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOU and the relationship between you and the CSE Parties shall be governed by the laws of the Province of British Columbia without regard to its conflict of law provisions. You and the CSE Parties agree to submit to the personal and exclusive jurisdiction of the courts located within the Province of British Columbia. The failure of the CSE Parties or any of the other Entities to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOU are for convenience only and have no legal or contractual effect.