CLEVELAND CAVALIERS REWARDS TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE CLEVELAND CAVALIERS REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR PARTICIPATE IN THE CLEVELAND CAVALIERS REWARDS PROGRAM.

These Terms of Use include an arbitration agreement that governs any disputes between you and us. In arbitration, there is less discovery and appellate review than in court. This arbitration agreement and other provisions will:

- **eliminate your right to a trial by jury to the extent allowable under applicable law; and**
- **substantially affect your rights, including preventing you from bringing, joining or participating in class or consolidated proceedings in arbitration and litigation.**

You agree that we may provide updates, notices, disclosures and amendments to these Terms of Use, and other information relating to the Cleveland Cavaliers Rewards program by electronic means, including posting such information and materials online at https://www.cavsrewards.com.

ADDITIONAL TERMS

These Terms of Use apply to your access to, and participation in, the Cleveland Cavaliers rewards program in the United States ("**Cavs Rewards**"), which is operated by Cavaliers Operating Company, LLC ("**COC**"). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with COC for other products or services, such as ticketing agreements.

Cavs Rewards is subject to the Constitution and By-Laws and all rules, regulations, and agreements of the National Basketball Association and its affiliated entities as they presently exist or as they may, from time to time, be entered into, amended, or adopted.

CHANGES TO TERMS

COC reserves the right, in its sole discretion, to cancel, change, update, modify (including by adding or removing functionality or access) or discontinue Cavs Rewards, in whole or in part, including these Terms and any policy, rule, feature, benefit, Reward, condition of participation, Points

accruing or accumulation ratio, the Points redemption policy, the Points expiration policy, or any other aspect of Cavs Rewards at any time, and such changes may affect Points and Rewards already in your account. Any changes or modifications will be effective immediately and may be posted to www.cavsrewards.com, so please check back from time to time. You waive any right you may have to receive specific notice of such changes or modifications, and your continued access to or participation in Cavs Rewards following any such changes or modifications confirms your acceptance. If you do not agree to these Terms of Use, you must stop accessing and participating in Cavs Rewards. At all times, you are solely responsible for remaining knowledgeable about and in compliance with these Terms.

ENROLLMENT AND PERSONAL USE

Cavs Rewards is not targeted towards, intended for, or permitted for, anyone under the age of 13. If you are between the ages of 13 and 18, you may access and participate in Cavs Rewards only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. Participation in Cavs Rewards is limited to the residents of the United States of America. Neither the owners, directors, officers, and employees of Cavaliers Holdings, LLC nor their immediate family members or those living in the same household are eligible to participate in Cavs Rewards. For purposes of this Program, "immediate family members" are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and "those living in the same household" shall mean people who share the same residence at least three (3) months a year, whether legally related or not.

Cavs Rewards is intended for personal use only. Commercial use is prohibited.

Our Privacy Policy, available at https://www.rocketarena.com/privacy-policy is incorporated into these Terms of Use and also governs your participation in Cavs Rewards. Please read the Privacy Policy carefully to understand how COC collects, uses and discloses information about fans, how to update or change your personal information, and how we communicate with you.

ABOUT CAVS REWARDS

Cavs Rewards is one way in which COC endeavors to reward and thank loyal fans for supporting the Cleveland Cavaliers and for making purchases from COC and its partners that may be designed from time to time with designated third-party partners ("**COC Partners**").

Cavs Rewards members are able to earn and accumulate "Points" that can be redeemed for Cavs Rewards benefits including but not limited to tickets, exclusive merchandise, unique fan experiences, and other prizes or discounts, in each case subject to availability ("**Rewards**").

JOINING CAVS REWARDS

To join Cavs Rewards, go to www.cavs.com/rewards (the "**Website**"), or to the Cavs mobile app ("**App**" and with the Website, "**Online Services**") and follow the prompts to create an account. You will be required to provide the following information:

1. First and last name, email address and password.

You are responsible for any devices, software and services needed to use the Online Services. COC does not guarantee that the Online Services will fully function on any particular device or with any particular software. You are also responsible for any messaging and data charges, fees, and taxes for your use of the Online Services, including when we communicate with you by text, email, or other means that you choose. You may only use the Online Services with devices that you own or control and using only the authorized operating system (e.g., Apple iPhone OS for Apple devices). If you create an Online Services account, you are responsible for keeping the account secure and for all activity under the account. You can only use one (1) Online Services account and must keep your account information accurate at all times. An email may be required to create an Online Services account. You are not permitted to register multiple accounts under multiple email addresses.

By enrolling in Cavs Rewards, you consent to receive marketing and promotional communications from COC and COC Partners. You may opt out of receiving such communications by following the unsubscribe options provided in the communications or https://united.cavs.com.

EARNING POINTS

You can earn Points based on spending at COC's participating virtual and physical stores. Current Participating COC Locations are available at: https://www.cavsrewards.com/earn.

Cavs Rewards may also include opportunities to earn Points through purchases with designated third-party partners ("**COC Partners**"). Particular COC Partners are subject to change. Current Participating COC Partner Locations are available at: https://www.cavsrewards.com/earn.

All products and services you purchase from COC Partners, are: (a) priced by the COC Partner (including whether such prices include applicable local, provincial, state, or federal taxes, and any additional fees, such as shipping and handling); and (b) fulfilled, shipped, and otherwise serviced (including but not limited to the processing of returns, refunds, and cancellations) by COC Partner and not by COC. COC is not responsible for any COC Partner goods or services or any information provided by COC Partner .

For every Qualifying Purchase, you will earn Points at a rate determined by COC and subject to periodic review and adjustments.

A “Qualifying Purchase” means (i) purchases at participating COC and COC Partner locations through a Linked Card and (ii) purchases for eligible COC and COC Partner products through Receipt Scanning.

1. **Paying for your purchase with a Linked Card**. You may link your personal credit card or debit card from recognized Card Payment Networks, including Visa Inc. (Visa), Mastercard Inc. (Mastercard), and American Express Company (Amex), to your Cavs Rewards account. By linking your eligible payment card to Cavs Rewards, you allow COC through its vendor, Airdrop Labs Inc. dba Uptop (“Uptop”) and its financial technology partners, to track qualifying purchases for accurate point allocation. By participating in Cavs Rewards, you confirm that you own the linked card and consent to this secure data access.

2. **Receipt Scanning.** As part of Cavs Rewards, you can also earn Points by purchasing certain goods from COC and COC Partners and scanning your receipts via the Cavs Rewards App or Website. Receipts must show a clear date, retailer name, and purchased items, and be submitted within thirty (30) days of purchase for eligibility. COC reserves the right to verify receipts for authenticity and compliance, and Points will be credited upon successful verification. By using this feature, you consent to COC and UpTop processing your receipt data. Fraudulent or unauthorized use of this feature can lead to disqualification and Point forfeiture.

3. **Promotional Points Offers.** From time to time, we, or others acting with our permission, may offer you opportunities to earn additional "Bonus Points" through special promotions. These promotional Bonus Points will be awarded as described in the applicable promotional offer and will be subject to any additional terms set forth in such promotional offer. Offer(s) subject to change, and may be modified, suspended or terminated at any time without notice. Offers void where prohibited by law. Other restrictions may apply.

4. **Refer-a-Friend Points.** You may earn Points for each friend that you refer that participates in Cavs Rewards. Your friend must use your personal referral link used for your Cavs Rewards account at the time of their registration. Your points will be earned when your friend makes their first Qualifying Purchase.

5. **Mini Game Points**. From time to time, COC may make available certain mini games through the Website and/or App. Points will be awarded in accordance with the game rules shown on screen at the time of play.

6. **Affiliate Marketing Programs**. You can earn Points from purchases from select COC Partners by using links made available through the Online Services at cavsrewards.com/offers. You must complete your purchase transaction during the same shopping session you started after clicking on the “Earn Now” link. If You visit other sites

before completing Your purchase or use other browser extensions, your purchase might be associated with a service other than Cavs Rewards and you might not earn Points on Your purchase. If You disable 'cookies' on Your computer so that the cookies are not operational when You complete Your purchase transaction, you will not be able to earn Points because cookies are used to authenticate the user and verify You are eligible for Points. If you use an ad blocker, please add Cavs Rewards to Your ad blocker's allowlist so we can receive attribution and award you Points for your eligible purchase. Exclusions, restrictions, and terms and conditions (including COC Partner exclusions, restrictions, and terms and conditions) may apply.

7. **Arena Check-In Points**. You may be able to earn Points by arriving early and checking in at Rocket Arena for games and other events, and at other locations and events that COC designates from time to time (each, a "**Check-In Event**"), as described in the Online Services ("**Check-In Points**"). To claim Check-In Points you must tap to claim a check-in during the check-in period shown in the Online Services, allow the Online Services to access your device's precise location and be physically present at the Check-In Event. COC determines in its sole discretion which Check-In Events and check-in periods are eligible and how many Check-In Points are available, and may change, suspend or end this feature at any time without notice. Please review the "Location Services and Location Data" section below.

Note that Points may be earned in fractional amounts depending on the value of your purchase.

LOCATION SERVICES AND LOCATION DATA

Some features of Cavs Rewards, including Check-In Points, use the precise location of your device ("**Location Data**") to confirm that you are at a Check-In Event. We collect Location Data only if you allow the Online Services to access your location, such as through your browser or device permission prompt. We collect it only while you are using the Online Services and only once, when you tap to claim a check-in during an open check-in period. We do not track your location continuously and the Online Services cannot access your location in the background.

To verify that you are present, we compare your device's location to an area around the Check-In Event. A check-in may be declined if your device does not provide a location reading that is accurate enough, including if you have allowed only approximate location. By allowing access to your location and tapping to claim a check-in, you consent to COC and its vendor Uptop collecting, using and storing your Location Data to verify your check-in, award Check-In Points, detect and prevent fraud or abuse and maintain your Points balance, in each case as described in these Terms and our Privacy Policy.

When a check-in succeeds, we store a record of the check-in, the time, the Points awarded, and whether your device's location matched the Check-In Event (a pass/fail result); we do not store the precise location coordinates used to make that determination. We keep this record for as long as your Cavs Rewards account is open so that we can maintain an accurate Points balance, and we delete it when your account is deleted. We do not store Location Data from check-in attempts that are declined. COC reserves the right to change the Location Data we collect, use, and retain, as reflected in updates to these Terms and our Privacy Policy. Uptop processes your Location Data on COC's behalf to verify your presence at a Check-In Event and otherwise to operate, maintain, improve, and personalize Cavs Rewards and the Online Services, and for any other purpose described in our Privacy Policy. COC receives information about your check-in participation and the Points you earn but does not receive your Location Data, and Location Data is not shared with any other third party except as required by law.

Location services are optional. You can decline the permission prompt or change your location settings at any time in your browser or device settings. If you do, you will not be able to claim Check-In Points, but you can continue to earn Points in the other ways described in these Terms. Changing your settings stops future collection of Location Data but does not delete Location Data already stored. Please see our Privacy Policy for more information about how we handle Location Data and your choices.

You may not falsify or manipulate your location or presence. This includes using GPS spoofing tools, virtual private networks, emulators, modified devices or any other means to misrepresent where you are, and checking in on behalf of another person. COC may use check-in information to verify check-ins and investigate suspected violations. Points obtained in violation of this section may be voided, and your account may be suspended or terminated, as described in these Terms.

Location detection depends on your device, its settings, your network connection and conditions at the venue. COC does not guarantee that your location will be detected accurately or that your check-in will be recorded, and COC is not responsible for Points that are not awarded because location services were unavailable, disabled or inaccurate. All Check-In Points remain subject to verification by COC and to the "Validating Points and Point Expiration" section above.

EXCLUSIONS TO EARNING POINTS; PARTICIPATING LOCATIONS ONLY

You may not earn Points in connection with certain types of beta or promotional programs. Points may be earned at participating COC and Partner stores only. In addition, you cannot earn Points on purchases of Gift Cards. Taxes, tips, donations, and fees, including without limitation, shipping and handling fees, gift wrapping fees, delivery fees, and bag fees, also may be excluded and ineligible for Point accrual.

RETURNS

For information about how COC handles returns, please read our Return Policy available at www.cavaliersteamshop.com/care/returns. If you void or return a Qualifying Purchase, COC will deduct the Points that you earned for that purchase, potentially resulting in a negative Points balance on your account.

VALIDATING POINTS AND POINT EXPIRATION

You can check your Points balance using the CAVS App and Website. Points that you earn may not always immediately post to your account. You are responsible to ensure Points from your Qualifying Purchases are correct. If you believe Points from your Qualifying Purchase were incorrectly calculated, you must notify COC within six (6) months of the Qualifying Purchase by providing your receipt to https://www.rocketarena.com/about/contact by selecting "Cavs Rewards Technical Support" from the available options. COC has the sole discretion to determine Points in your account and COC has no liability for any delay or failure to correctly credit Points to your account.

COC has the discretion to invalidate or void Points from your account, or to suspend or terminate your account (both now and in the future), if COC believes you improperly obtained Points, abused Cavs Rewards or otherwise violated these Terms and Conditions. In that event, you forfeit any Points you have accumulated (including properly obtained Points) and you forfeit your right to earn Points in the future. COC has the sole discretion to determine your compliance with these Terms. COC's determination is final.

Points expire twelve (12) months after the date on which such Points were earned. For example, if you earn Points on December 15, 2025, they will expire on December 15, 2026. The oldest accrued Points will be used first for redemptions. You can view and track your Points balance and available Rewards.

REDEEMING POINTS FOR REWARDS

Points may be redeemed for Rewards. Current Rewards are available at: https://www.cavsrewards.com/rewards. COC reserves the right to change the benefits and Rewards available to choose from in its sole discretion at any time.

To redeem Rewards, your account must be in good standing and any transactions must be fully complete. Failure to maintain a good standing may result in disqualification from Cavs Rewards and loss of accrued Points. All Program Points and Rewards are revocable and non-refundable, and do not have any monetary value. Program Points and Rewards may not be re-sold by any means, electronic or otherwise.

Once you select a reward and exchange your Points for it, the number of Points for that Reward will be permanently deducted from your account and will not be refunded to your account for any

reason, even if your order is cancelled. Rewards cannot be returned, redeemed for cash, or exchanged for other Rewards.

COC is not responsible for replacing lost, stolen or damaged redemption items, including certificates, tickets or gift cards or for any COC Partner or merchant's failure to honor them. You waive the right to assert, as a cost of receiving any Reward, any and all costs of redemption. All taxes on Rewards are your sole responsibility.

For any Rewards that are experiences, You will receive "Know Before You Go" information approximately 24–48 hours prior to the scheduled Rewards experience.

- **Redemption Auction Dynamics.** Within Cavs Rewards, you may be given the option to redeem Points for Rewards using an auction mechanism, where Rewards are initially offered at a higher point cost that decreases over time until claimed or a minimum threshold is reached. Each Reward starts at a set point cost, decreasing according to a predefined schedule available on the platform, with auctions lasting until the Reward is claimed or the cost reaches the minimum. You can claim Rewards by redeeming Points at the current cost during the auction, and once claimed, the auction concludes. The total number of Rewards is fixed. COC can modify auction mechanisms at its discretion, including but not limited to start costs, reduction schedules, and durations, at any time without notice.

SHOT CLOCK DROPS

From time to time, COC may offer a special category of Reward called a "Shot Clock Drop," which is awarded by random drawing rather than by guaranteed redemption. The following additional terms apply to Shot Clock Drops, in addition to the other terms of these Terms of Use that apply to Rewards generally.

Drop Schedule. Each Shot Clock Drop will be made available for redemption in the Online Services for a limited period, currently twenty-four (24) hours, or such other period as COC specifies in the Online Services (each, a "Drop Window"), beginning on the date and time posted in the Online Services (each, a "Drop"). COC may offer Drops on a recurring basis (for example, monthly) and/or on an unannounced basis, and may add, cancel, or modify any Drop, including its Reward, Drop Window, and number of winners, at any time in its sole discretion by updating the Online Services.

Shots. Redeeming one (1) Point for a Drop during its Drop Window enters you into a random drawing for that Drop's Reward (a "Shot"). You may submit only one (1) Shot per Drop. If you have a Linked Card on your Cavs Rewards account at the time of your Shot, you will

automatically receive one (1) additional Shot for that Drop (an "And-One Shot"), at no additional cost, payment, or transaction.

Odds and Selection. Odds of winning a Drop depend on the number of eligible Shots received for that Drop. COC will select the winner(s) of each Drop by random drawing from among eligible Shots, generally within two days after the close of the applicable Drop Window, and will notify the winner(s) using the contact information on file for their Cavs Rewards account. If a winner cannot be reached, does not respond within the time stated in the notification, or is found ineligible, COC may disqualify that winner and select an alternate winner from the remaining eligible Shots for that Drop.

Eligibility. Drops are open only to Cavs Rewards members who satisfy the eligibility requirements described above under "Enrollment and Personal Use." COC may limit a Drop to members residing within a specified distance of a particular venue or event where the Reward is a ticket or other venue-specific experience. A Cavs Rewards member who wins a Drop remains eligible to win a subsequent Drop, provided that no member may win more than one (1) Drop Reward with an approximate retail value over $600 within any rolling six (6)-month period. Only one (1) Cavs Rewards member per household may win a given Drop.

Reward Value and Conditions. Drop Rewards are subject to the terms set forth above under "Redeeming Points for Rewards," including that Rewards are non-transferable, non-refundable, cannot be redeemed for cash, and are subject to availability and substitution by COC in its sole discretion.

Winner List. For the first name, last initial, and city of residence of the winner of a specific Drop, submit a request identifying that Drop by name and date to legal@cavs.com, within thirty (30) days after the close of that Drop's Drop Window.

NO PURCHASE IS NECESSARY TO PARTICIPATE IN OR WIN A SHOT CLOCK DROP. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

ADDITIONAL BENEFITS OF CAVS REWARDS

As a Cavs Rewards member, you may be eligible for the following additional benefits.:

- **Early or extended access to certain promotions and offers.** COC may offer Cavs Rewards members early or extended access to ticket offers, merchandise drops, or discounts at participating stores. You may take part in these offers by paying with a Linked Card registered to your account.

- **Personalized offers and coupons.** Special offers may be distributed by email, through the App (including via push notifications), or by physical mail. You may be required to opt-in and activate special offers via the App or via email. **In order to receive and activate personalized special offers distributed via email, you must opt-in to receive promotional and marketing offers from COC and you may be required to provide a valid email, telephone and physical address.** Special offers may be customized based on your purchase behaviors and preferences, and may include periodic discounts on merchandise, or the opportunity to earn Bonus Points. Special offers may have certain restrictions, including expiration dates and short, time-limited redemption periods. Special offers are personal to you and cannot be shared, copied or transferred. You may be required to scan your member barcode in the App or present or pay with your registered Linked Card in order to redeem special offers. Read each offer carefully for specific details, expiration dates, and limitations and restrictions. COC reserves the right to change or suspend the personal offers and coupons in its discretion.

OTHER IMPORTANT INFORMATION YOU SHOULD KNOW

There are no participation or membership fees associated with Cavs Rewards. Points accrued in connection with Cavs Rewards are promotional, have no cash value and cannot be redeemed for cash. Points are not property, and you have no vested rights in Points. Points are not assignable and are not transferrable. Points cannot be combined across accounts, regardless of who registered the account. In addition, your redemption of Points accrued in connection with Cavs Rewards cannot be combined with any other offers or discounts, unless otherwise expressly indicated by COC.

Your Points, Rewards, and Cavs Rewards account are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one (1) Cavs Rewards account that is personal to you.

Without notice to you, COC reserves the right to terminate your account and/or your participation in Cavs Rewards if COC determines, in its sole discretion, that you have violated these Terms of Use or that the use of your Cavs Rewards account is unauthorized, deceptive, fraudulent or otherwise unlawful. COC may, in its sole discretion, suspend, cancel or combine Cavs Rewards accounts that appear to be duplicative. In the event that your participation in Cavs Rewards is terminated, all accrued Points in your account are void.

Without notice to you, COC also reserves the right to "unregister" and make ineligible for Cavs Rewards account that has been inactive for two (2) consecutive years. Inactivity is defined as no Points earned during such two (2) consecutive year period. In the event that your Cavs Rewards account is unregistered or rendered inactive, all accrued Points in your account are void.

COC reserves the right to change, modify, discontinue or cancel Cavs Rewards or any part of the Cavs Rewards program, at any time and in its sole discretion, without notice to you.

RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COC, COC PARTNERS, CAVALIERS HOLDINGS, LLC, THE NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER TEAMS, NBA PROPERTIES, INC., AND EACH OF THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**RELEASED PARTIES**" AND EACH A "**RELEASED PARTY**") FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY, OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY REWARD, PARTICIPATION IN CAVS REWARDS, OR USE OF THE ONLINE SERVICES.

LIMITATIONS ON LIABILITY AND DISCLAIMERS

Neither COC nor any Released Party shall be liable for any direct or indirect lost profits or lost business damage, special, indirect, consequential, exemplary or incidental damages, including lost data, personal injury or property damage related to or arising out of Cavs Rewards, the Online Services, or out of the acts or omissions of COC or the Released Parties whether arising out of contract, tort or ordinary negligence. Nothing in this section is intended to limit or alter your rights as a consumer that cannot be limited or altered under applicable law. COC reserves all legal rights to recover damages or other compensation under these terms or as allowed by law.

The Online Services may include inaccuracies or errors. COC provides the Online Services "as is" and without warranties of any kind either expressed or implied. COC disclaims all warranties of merchantability and fitness or a particular purpose. COC does not warrant or make any representation that the Online Services will be accurate, reliable, uninterrupted or error-free, that defects will be corrected, or that the Online Services are free of viruses or other harmful components. You assume total responsibility related to your use of the Online Services. Your sole remedy against COC and all other Released Parties for dissatisfaction with the Online Services is to stop using them. This limitation of relief is a part of the bargain between the Parties. These warranty exclusions may not apply to you to the extent that applicable law does not allow the exclusion of implied warranties.

EVENTS BEYOND OUR CONTROL; FORCE MAJEURE

Neither COC nor any Released Party has any responsibility for COC's failure to perform any of its obligations under these Terms and Conditions caused by or related to any event beyond COC's reasonable control. If such an event occurs, then COC's obligations under these Terms and Conditions will be suspended for the duration of the event; and COC's may, but is not required to, use reasonable endeavors to find a solution by which its obligations under these Terms and Conditions may be performed despite the event.

DISPUTE RESOLUTION (INCLUDING ARBITRATION AGREEMENT; CLASS ACTION WAIVER; JURY TRIAL WAIVER)

Please read this section carefully. It affects your legal rights. It provides for resolution of most disputes through individual arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This section also contains a jury trial waiver and a waiver of any and all rights to proceed in a class, collective, consolidated, private attorney general or representative action in arbitration, or litigation to the fullest extent allowable by applicable law.

1. These Terms will be governed and interpreted pursuant to the laws of Ohio, notwithstanding any principles of conflicts of law.

2. Any claim or dispute (whether in contract, tort, or otherwise) you may have with COC's or any other Released Party arising from or related to the online services or these terms will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a single arbitrator using JAMS's Streamlined Arbitration Rules and Procedures ("**Rules and Procedures**").

3. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16.

4. Prior to you or COC initiating arbitration by filing a Notice of Claims with JAMS, you and COC will engage in the informal dispute resolution process outlined in this paragraph. First, the Party interested in pursuing a dispute related to the Online Services must give written notice to the other Party of the Party's intent to initiate an informal dispute resolution conference (the "**Notice**"). The Notice shall contain: (1) the initiating Party's name; (2) the initiating Party's preferred contact information; (3) a brief description of the dispute; and (4) the relief sought. If you are the initiating Party, the Notice must be sent via e-mail to legal@cavs.com. Second, within sixty (60) days of the non-initiating Party's receipt of the Notice, or at a later date if you and COC mutually agree to enlarge the 60-day period, the Parties shall make a good-faith attempt to resolve their dispute by participating in a live telephone call or videoconference. If you are represented by counsel, your attorney(s) may participate in the

dispute resolution conference, but you must be present and must participate in the conference as well. Engaging in this informal dispute resolution process is a prerequisite to commencing arbitration.

5. If, following the informal dispute resolution process described in subpart 4 above, either you or COC decides to file a Notice of Claims or some other type of demand for arbitration, the demand must include: (A) the name and contact information of the Party initiating arbitration; (B) the legal claims being asserted; (C) a detailed explanation of the factual basis for those claims; and (D) a detailed explanation of both the nature and the amount of the relief sought. Filing a demand that does not include the above information may result in the rejection of your demand for arbitration.

6. The arbitration shall be held in Cleveland, Ohio or at such other location as required under the Rules and Procedures.

7. The arbitrator's decision shall be based on these Terms and any of the other agreements referenced herein that you may have entered into in connection with the Online Services.

8. The arbitrator shall apply Ohio law consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

9. No claims shall be arbitrated on a class or representative basis as you and COC hereby waive the right to assert claims in any class or representative action; arbitration will therefore only decide the individual claims of you and COCs; it is agreed that the arbitrator may not consolidate or join the claims of any other person or party to an arbitration between you and COC under this provision.

10. You and COC empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or formation of this contract, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable.

11. If more than 100 arbitration demands are filed against COC relating to substantially the same business decision or underlying facts by individuals who followed the procedures set forth in subsections 4 and 5 above and are represented by the same counsel or coordinated counsel, and if no substantive ruling has been made in an arbitration between you and COC relating to that decision or those facts, then both you and COC have the unilateral right to opt out of this arbitration provision and have your dispute heard in state court in Cuyahoga County, Ohio or in the United States District Court for the Northern District of Ohio by sending a written notice to the other party.

12. With the exception of subparts 9 and 11 above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either or both of subparts 9 and 11 above are found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither COC nor you shall be entitled to arbitrate their dispute. In such event, you agree to bring any and all claims arising out of or related to these terms or the online services in either the state courts of Cuyahoga County, Ohio or the United States District Court for the Northern District of Ohio. Finally, this arbitration provision is reciprocally binding on all Parties, such that both you and COC are required to arbitrate their claims against one another. For more information on JAMS and/or JAMS Rules and Procedures, you may visit the JAMS Website.

13. If we make any future changes to this arbitration agreement (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice to the following address within 30 days of the change:

    Cavaliers Operating Company, LLC
    1 Center Court, Cleveland, Ohio 44115
    Attention: Legal Team

    Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and COC in accordance with this version of the arbitration agreement.

GOVERNING LAW AND JURISDICTION

These Terms of Use or your access to or participation in Cavs Rewards are governed by the laws of the state of Ohio, United States of America, without regard to Ohio's conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. If the arbitration agreement is ever deemed unenforceable or void, or a dispute between the parties is not subject to arbitration, you irrevocably consent to the exclusive jurisdiction of the federal and state courts in Cuyahoga County, Ohio, United States of America, for purposes of any legal action arising out of or related to access to or participation in Cavs Rewards or these Terms of Use, and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to: (a) inconvenient forum or (b) any other basis or any right to seek to transfer or change venue of any such action to another court.

INTELLECTUAL PROPERTY

Any and all rights in the Online Services are and shall remain the exclusive property of COC or its licensors. For purposes of clarity, "online services" includes any and all content on the Online Services, such as, but not limited to, text, images, graphics, logos, page headers, button icons, images, audio clips, digital downloads, data compilations, software, trademarks, service marks, trade dress, audio, video, data and other materials (together, "**Content**") as well as any part of the Online Services any services, features, and functionality provided by third parties ("**Third-Party Services**"), and in which those third parties own certain intellectual property rights. COC does not have any responsibility arising from or related to any Third-Party Services. These third parties may have their separate terms and conditions or privacy policies that you should review and understand before using them.

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Some Online Services may allow you to send comments, remarks, suggestions, ideas, graphics, photographs, questions, complaints or other information posted or communicated to COC through the Online Services (together, "**Submissions**"). You understand that by submitting any Submissions to COC through the Online Services, you grant COC a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, sublicense to others, modify, translate, prepare derivative works of, publicly display, and publicly perform the Submissions, including to use them for any commercial or other purpose whatsoever without approval from or compensation, notice or attribution to you or any other person. COC will not be required to treat any Submissions as confidential. You expressly waive any and all claims against COC and all other Released Parties in connection with COC's consideration, use or development of any product, design, concept or other materials similar or identical to your Submission.

MISCELLANEOUS

COC makes no representation that the Online Services are appropriate or available outside of the United States. If you use the Online Services from other locations you are responsible for compliance with applicable local laws.

The Terms and Conditions are written in English (US). Any translation of the terms into another language is provided solely for your convenience, and to the extent there is any conflict between the two, the English (US) version controls.

On termination of these Terms and Conditions or of your permission to participate in Cavs Rewards or otherwise use the Online Services, all rights granted to you under these Terms and Conditions shall cease; however, these Terms and Conditions will continue to apply to your prior participation in Cavs Rewards, use of the Online Services, and anything relating to or arising from such use.

If COC fails to insist that you perform any of your obligations under these Terms and Conditions, or if COC does not enforce its rights against you, or delays in doing so, that will not mean that COC has waived its rights against you and will not mean that you do not have to comply with those obligations.

COC may transfer its rights and obligations under these Terms and Conditions to another organization or entity, but this will not affect your rights or our obligations under these Terms and Conditions. You may only transfer your rights or obligations under these terms to another person if COC agrees in writing.

SEVERABILITY AND SURVIVAL

Except as otherwise provided herein, if any provision or part of a provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision or part of the provision shall be deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.