

Package Purchase Terms and Conditions

This Package Purchase Terms and Conditions (this “Purchase Policy”), together with our Privacy Policy and Terms of Service (<https://www.togethr.com/pages/privacy-policy>) (the “Privacy Policy,” and together with this Purchase Policy, the “Terms”), applies to the purchase of the package (the “Package”) containing the following items: (i) one (1) ticket to each of two (2) Athletes Unlimited (“AU”) pro basketball games in the designated Unsupervised Babysitters section to be held on the following dates: February 6, February 13, February 20 and February 26, 2026 (each a “Game”) (the “Basketball Tickets”), (ii) one (1) ticket to the post-AU game meet and greet with Syd Colson and Theresa Plaisance held following each Game (the “Meet & Greet Ticket,” and together with the Basketball Tickets, the “Tickets” and each a “Ticket”), (iii) one (1) limited edition AU x Unsupervised beanie (the “Merchandise”).

By purchasing the Package, you agree to be bound by the Terms (which incorporate this Purchase Policy), as they are updated from time to time. You also agree to comply with any terms and conditions set by any third parties who put on the events, such as the team, venue or league (each a “Third Party Organizer,” and together with Togethr (as defined below), the “Event Organizers” and each an “Event Organizer”), and set by Ticketmaster. If you do not agree, do not purchase the Package. To the extent of any conflict between this Purchase Policy and the Privacy Policy, the terms of this Purchase Policy shall control to the extent required to resolve the conflict.

1. Parties.

This Purchase Policy is a legally binding agreement between you, the user (“you” or “your”), and us. We use the terms “us,” “we,” and “our” to collectively refer to AXM, LLC (d/b/a Togethr) (“Togethr”) and all of Togethr’s parents, subsidiaries, representatives, affiliates, officers, directors, employees, and agents.

2. Sourcing.

We are utilizing the Ticketmaster platform to sell the Package. We are selling the Basketball Tickets as a ticketing reseller utilizing. We are selling the Meet & Greet Tickets directly to purchasers. We are reselling the Merchandise as a product reseller.

3. Availability.

The Basketball Tickets will be sold with seating in the Unsupervised Babysitters designated section, which is a reserved section in Section Mezzanine A-3 in the arena for the Games (the “Designated Section”), and you will be able to choose your row in the Designated Section, subject to availability. The capacity of the Designated Section is 250 people. If we sell more Basketball Tickets than the capacity of the Designated Section, we will designate another section in the arena for the applicable Game as an additional Unsupervised Babysitters designated section, where you will be able to choose your row in such section.

4. Pricing.

The total price you pay for the Package is made up of the Ticket price, the Merchandise price and any applicable fees and taxes, which are subject to change. Fees may include, for example, a service fee, per order processing fee, and shipping or delivery fee. Taxes include applicable state and local taxes, as required by law. We may display the tax separately or include it in the total service fee amount. Taxes and fees are subject to change. Also, some fees may not reflect the actual cost to deliver or process your order and may include a profit to us, Ticketmaster or the Third Party Organizers.

5. Ticket Restrictions.

Your ability to resell or transfer Tickets may be restricted by an Event Organizer, Ticketmaster or by local laws. For example, you may be unable to resell or transfer your Tickets, restricted with respect to how or where you can resell your Tickets, subject to a resale price cap, or subject to local licensing rules.

6. Purchasing a Package.

To make a purchase of a Package, you must agree to comply with the Terms, and you confirm you are eighteen (18) years of age or older. When making a purchase, make sure the information you provide is accurate and valid. Purchases are subject to credit or debit card verification (if applicable), other security checks, and collection of payment by us. They are processed only after the billing address associated with your credit card and other billing information have been verified. Your order may be canceled without notice if it has not passed Ticketmaster's verification process, if payment is not received in full, or if we or Ticketmaster reasonably suspect fraud. In rare circumstances, if your payment is recalled by the associated bank or payment provider, we reserve the right to cancel and refund any orders you have placed, even if we have already sent an Order Confirmation.

7. Order Confirmation.

Once you have successfully placed an order, you should be directed to a confirmation page and/or will receive a confirmation email (each an "Order Confirmation"). Upon receipt, please check your Order Confirmation to confirm its accuracy. (See "Errors" in Section 10 below.) If you do not receive an Order Confirmation after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to check your account and confirm whether your order has been successfully placed, as (for example) Order Confirmations may have been delivered to your spam folder depending on your email settings, or there may be processing or other errors or issues that prevent confirmation. You may not cancel an order based on claimed or actual non-receipt of an Order Confirmation. Only you may be aware of any problems that may occur during the purchase process. You cannot cancel an order because of problems with the receipt of Order Confirmations, and we are not responsible for any losses if you do not receive an Order Confirmation but assume that an order was (or was not) placed. Once you receive an Order Confirmation, the Package purchase is final, and no changes may be made by you. If you have any questions, please contact Ticketmaster.

8. Our Communications With You.

If we need to contact you, we will use the contact details you provided at the time of purchase. It is your responsibility to inform us immediately of any changes to your contact details. Please ensure that you provide us with a valid email address. You should also be aware that your email mailbox settings may treat our emails as junk, so remember to check your junk and/or spam folders.

9. Delivery.

Following your Package purchase, (i) your Tickets will be issued in your name and delivered to you electronically by Ticketmaster upon purchase, and (ii) you will receive an email from us regarding your pickup details for the Merchandise, to be picked up by you at a Game.

10. Errors.

It is your responsibility to check your Order Confirmation and Tickets promptly upon receipt. Please contact Ticketmaster immediately if there is a mistake or error with your Tickets or Merchandise, or if you do not receive your Tickets or Merchandise as ordered and/or as described in your Order Confirmation.

11. Canceled, Postponed, Rescheduled or Moved Events.

Event date, time, and location are subject to change. An Event Organizer may cancel or postpone events or reschedule or move events to a different date or materially different time or venue. We are not liable for

travel, accommodation, hospitality, or any other expenses that you or anyone else incurs in connection with a canceled, postponed, rescheduled, or moved event.

Notice of Cancellation/Postponement: If your event is canceled, postponed, rescheduled, or moved, Ticketmaster will attempt to contact you to update you on the status of the event, and inform you of any refund, credit, or exchange procedures. For exact instructions for a specific event, please check the event information online and or contact Ticketmaster.

While Ticketmaster will make reasonable efforts to notify you regarding any changes, Ticketmaster cannot guarantee that you will be informed of such changes; it is your responsibility to check (1) whether an event has been canceled, postponed, rescheduled, moved, or otherwise altered and (2) the location, date, and time of any moved or rescheduled event.

All event refund, credit, and/or exchange policies for each Event Organizer event, including for canceled, postponed, rescheduled, or moved events, are subject to policies set by the applicable Event Organizer.

Canceled Events: If the event is canceled, no action is required to obtain a refund; Ticketmaster will issue a refund for the portion of the Package purchase price attributable to such event to the original method of payment used at time of purchase after Ticketmaster receives funds from the Event Organizer, as applicable.

Postponed, Rescheduled, or Moved Events: If the event is postponed, rescheduled, or moved, your Ticket still is valid, and no further action is required. However, the Event Organizer may approve refunds, or the option to choose between a refund or a credit, for the event; any refund and/or credit policies are determined on an event-by-event basis by the Event Organizer and may be subject to limitations set by the Event Organizer. If the Event Organizer approves refunds and/or credits, Ticketmaster will send you a notification explaining your options (including the date by which you must select an option), and you may submit a request for a refund or credit. Alternatively, you may simply keep your Ticket to the postponed, rescheduled, or moved event.

For more information on how refunds work, see Section 12 below.

12. Refunds

All sales of Tickets and Merchandise are final. Refunds for Tickets only are available in limited circumstances, solely as based on policies set by the applicable Event Organizer and as set out in this Purchase Policy. If the event is eligible for refunds (see also Section 11 above) and funds have been received from the applicable Event Organizer, Ticketmaster will issue a refund of the Ticket price you paid and service fees. If a choice of either a refund or a credit is available, you cannot get a partial refund; whatever selection you make (i.e., refund or credit) will apply to your entire order and cannot be split between refund and credit. The refund will be processed to the original method of payment used at the time of purchase. Ticketmaster cannot issue a refund to a different method of payment (e.g., a different credit or debit card). The timing of your refund will vary depending, for example, on when Ticketmaster receives funds from the Event Organizer, and whether Ticketmaster has your up-to-date payment information on file. Requests for a refund or credit are final and cannot be changed once initiated.

13. No Returns or Exchanges

Exchanges and returns are not available for Tickets or Merchandise.

14. Assumption of Risk

Your choice to participate in the events is knowing and voluntary. You understand that participation in the events involves inherent risks of accidents, property loss and damage, personal and bodily injury, illness

(including COVID-19), and personal and economic losses. These may result from circumstances that include, without limitation, yours or others' actions, inactions, inexperience or negligence, or the condition of the facilities, equipment, products or location. There may be other risks not known to you or reasonably foreseeable at this time. You have considered the risks involved, and you voluntarily choose to assume these risks. You hereby freely assume the above-mentioned risks and any harm, injury, illness (including COVID-19), or loss that may occur to you or your property as a result of your participation in the events, including, without limitation, any harm, injury, illness (including COVID-19), or loss caused by the negligence or inexperience of the Event Organizer, advertisers, sponsors, exhibitors, and all other parties involved with the events, and each of their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, representatives, contractors, volunteers, assignees, designees, and insurers (collectively, the "Released Parties"), and any other third parties (including other event participants). WITH FULL KNOWLEDGE AND APPRECIATION OF THESE RISKS, YOU WILLINGLY AND VOLUNTARILY DESIRE TO PARTICIPATE IN THE EVENTS AND WILLINGLY, KNOWINGLY AND VOLUNTARILY ASSUME EACH OF THESE RISKS. IN ASSUMING THESE RISKS, YOU UNDERSTAND AND AGREE THAT YOU ARE ACCEPTING AND ASSUMING THE FULL RESPONSIBILITY FOR THESE RISKS AND THE DAMAGES THAT THESE RISKS CAN CAUSE YOU AND YOUR PERSONAL REPRESENTATIVES, DESIGNEES, HEIRS, NEXT-OF-KIN, SPOUSE (IF APPLICABLE), OTHER RELATIVES, INSURERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASING PARTIES"), REGARDLESS OF WHO OR WHAT CAUSES THE RISK AND THE RESULTING DAMAGE.

In consideration of being permitted to attend the events, you accept and agree to the full contents of the release herein, and you fully and forever release and discharge the Released Parties, from any and all injuries, illness, losses, damages, claims, demands, lawsuits, expenses, and any other liability, of or to you, your property, the other Releasing Parties or any other person, directly or indirectly arising out of or in connection with your attendance at the events, even if it is due to the negligence, inexperience, act, omission, conduct or other fault of the Released Parties.

15. Protect Your Tickets.

Tickets cannot be replaced if they are lost, stolen, or damaged. Do not post pictures or details of your Tickets online as this may allow third parties to counterfeit your Tickets or otherwise compromise the integrity of the Tickets. We will not be liable if you are refused entry to the event as a result.

16. Resale of Tickets.

If you resell Tickets, you are responsible for how those Tickets are priced, and you are responsible for complying with all applicable ticket resale laws, including (without limitation) tax laws or maximum resale premiums and restrictions. We are not responsible for providing legal or other advice regarding resale or pricing of Tickets. If you unlawfully resell (or attempt to unlawfully resell) Tickets, including (without limitation) selling counterfeit or copied Tickets, we can seize and cancel the Tickets without compensation.

17. Attending Events.

You agree to comply with the applicable Event Organizer's rules, policies, terms, and conditions ("Event Organizer Rules") and all applicable federal, state and local laws, orders, directives and guidelines. A Ticket is a revocable license and admission may be refused. Breach of Event Organizer Rules will terminate your license to attend the event without refund. The Event Organizer has the right to refuse admission to or eject, without refund of any amount paid, any person whose conduct management deems unsafe, disorderly, vulgar, or abusive, or who otherwise fails to comply with Event Organizer Rules.

There may be entry or use restrictions. Please read all notifications and information regarding the event you plan to attend. We are not responsible if you or any guests are refused admission because of a failure

or inability to comply with entry or use restrictions (e.g., no proof of minimum age, failure to comply with public health measures). For more information about ticket restrictions, see Section 5 above.

You are subject to search. You and your belongings may be searched on entry to the event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain Event Organizer rules, certain items may not be brought into the premises, including without limitation: firearms, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), and containers.

Events are public and you may be recorded or photographed. You agree that the event for which you purchase Tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to us, the Event Organizer, and our partners, licensees, designees and assigns (including but not limited to our brand and media partners) to use your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication, or reproduction made of, or at, the event (regardless of whether before, during, or after the event) worldwide in perpetuity for any purpose, in any manner (whether edited, cropped, altered, or combined with other elements or effects), in any medium, media or context now known or hereafter developed, including marketing materials, without further authorization from, or compensation to, you or anyone acting on your behalf. You agree that you will not have any claim, including claims based upon invasion of privacy, defamation, or right of publicity, arising out of any use in accordance with the terms of this paragraph.

Advertised start times of events are subject to change. Admission is not guaranteed for late arrivals. Generally, every reasonable effort to admit latecomers will be made at a suitable break in the event, but admission is not guaranteed.

18. Dispute Resolution: Limitation on Liability.

All issues concerning the construction, validity, interpretation and enforceability of this Purchase Policy will be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of law or conflict of law, rules, or provisions that would cause the application of any other laws. UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, LOST PROFITS, LOSS OF USE OR DATA OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00). YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR FORM OF ACTION (WHETHER BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE). You agree that all disputes relating to or arising out of this Purchase Policy shall be submitted to the American Arbitration Association (“AAA”) for arbitration before a single arbitrator, who shall be a retired judge, in accordance with the rules of the AAA then in force and effect as the sole exclusive remedy for resolving such controversies. The parties agree that the decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration or in any court of competent jurisdiction. The parties agree any such arbitration shall take place in Los Angeles, California. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorneys’ fees.

19. General.

If any part of this Purchase Policy is not valid or enforceable, then that provision shall be deemed severable, meaning it will not affect the validity or enforceability of any remaining provisions. If you do not comply with this Purchase Policy, and we do not act right away, that does not mean we are giving up any rights now or in the future. In this Purchase Policy, the section headings are used for reference and convenience only and are not legally binding.