2027 BNP PARIBAS OPEN EXPERIENCE PACKAGES

1. **EXPERIENCE PACKAGE TERMS AND CONDITIONS**
2. **TRAVEL EXPERIENCE PACKAGE TERMS AND CONDITIONS**
3. **APPENDIX 2 – 2027 BNP PARIBAS OPEN TICKET TERMS & CONDITIONS**

1. EXPERIENCE PACKAGE TERMS AND CONDITIONS

Scope and Enforceability

Please be aware that these Experience Package Terms contain waivers of, and limitations on, STH's liability as well as waiver of class action and venue selection and notice clauses.

1. These Experience Package Terms and Conditions ("**Experience Package Terms**") govern all experience packages incorporating the supply of a Ticket with: (i) catering; (ii) beverage; and/or (iii) Match-day or non-Match day experience services ("**Experience Package**").

2. Experience Packages are issued, provided and sold by or on behalf of Volume Services, Inc. an affiliate of the STH Group ("**STH**") for the 2026 BNP Paribas Open tournament (the "**Tournament**").

3. STH is the issuer and seller of the Experience Packages pursuant to authority granted by Desert Champions LLC, a California limited liability company ("**DCL**"). DCL is the organizer of the Tournament.

4. In purchasing and/or using an Experience Package from STH, the EP Purchaser and EP Holders shall be bound by and shall comply with the provisions contained in these Experience Package Terms. Further, the EP Purchaser and any EP Holders purchasing and/or utilizing an Experience Package shall also be legally bound by and shall comply with the 2026 BNP Paribas Open Ticket Terms & Conditions issued by DCL's ticketing partner AXS Group LLC and its affiliates AXS Digital LLC and attached at Appendix 2 to these Experience Package Terms (the "**Ticket Terms and Conditions**") and the terms, rules and conditions applicable to each Venue in which a Match is taking place and which shall be a) available to view on the Tournament Website, and b) displayed at the entrance of each Venue (the "**Venue Rules and Regulations**"). The Ticket Terms and Conditions and the Venue Rules and Regulations are hereby expressly incorporated into and form part of these Experience Package Terms.

5. Collectively, the confirmation, these Experience Package Terms, the Ticket Terms and Conditions and the Venue Rules and Regulations shall be known as the "**Experience Package Agreement**". Accordingly, the EP Purchaser must read and understand the provisions of the Experience Package Agreement, to which the EP Purchaser will be legally bound, before purchasing Experience Package(s) and shall ensure that any EP Holders for whom the EP Purchaser has purchased or provided an Experience Package, shall comply with and be legally bound by the Experience Package Agreement.

6. As these Experience Package Terms create a legally binding relationship with STH, any queries or questions that an EP Purchaser or EP Holder may have regarding these Experience Package Terms should be submitted to STH before purchasing an Experience Package and prior to use of an Experience Package (by an EP Holder). Queries can be submitted by email to the STH Customer Service team at the following address: IWells.BNP@sthgroup.us

Purchase and Distribution of Experience Packages

Offline Order and Payment Process

7. Experience Packages will be available to purchase through STH or through an STH Agent. Where the Experience Package(s) requested are available, STH or the STH Agent shall send the individual a Booking Form by email along with these Experience Package Terms and the

Ticket Terms and Conditions (attached at Appendix 2). The individual must complete and sign the Booking Form and return the signed Booking Form to STH. Subject to the continued availability of the relevant Experience Package(s), on receipt of the signed Booking Form, STH shall issue an email confirmation to the EP Purchaser. Upon the dispatch of a confirmation by STH to the EP Purchaser, a binding contract shall form between the EP Purchaser and STH.

8. STH shall send the EP Purchaser an invoice for the Package Fee in respect of the Experience Package(s) listed in the Booking Form as soon as reasonably possible following the dispatch of a confirmation. Subject to Article 10, the EP Purchaser will be given the option to pay the Package Fee in full or pay a deposit of fifty per cent (50%) of the Package Fee **("Deposit")** and the balance of the Package Fee payable, as set out in Article 9, unless otherwise specified by STH in the Booking Form, invoice, confirmation email or Experience Package Website.

9. If an Experience Package is purchased sixty (60) days or more before the commencement of the Tournament:

   (a) the Deposit shall be payable within fifteen (15) days of the invoice date; and

   (b) the balance of the Package Fee shall be payable no later than sixty (60) days prior to the commencement of the Tournament.

10. If an Experience Package is purchased less than sixty (60) days before the commencement of the Tournament, the full Package Fee shall be due and payable within seven (7) days of invoice, or immediately where the booking is made thirty (30) days or less before the commencement of the Tournament.

11. Failure to pay the balance of the Package Fee by the applicable due date shall constitute a material breach of the Experience Package Agreement and entitle STH to exercise its rights under these Experience Package Terms.

lf.**Online Order and Payment Process**

12. Experience Package(s) are available to purchase online via the website at https://sportstravelhospitality.com/indianwells/

13. ("**Experience Package Website**").

    Where offered by STH through the Experience Package Website, an EP Purchaser may elect either:

    (a) to pay the Package Fee in full at the time of booking; or

    (b) to pay the Deposit at the time of booking and the balance of the Package Fee by the payment date specified during checkout or in the booking confirmation; and

    (c) Unless otherwise specified by STH, the balance payment date shall be no later than sixty (60) days before the commencement of the Tournament.

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14. On receipt of the order, a confirmation will be sent to the EP Purchaser directly to the email provided. Upon the dispatch of a confirmation to the EP Purchaser, a binding contract shall form between the EP Purchaser and STH.

15. Any payment delay, bank issues, technology errors, failure, or default (including an authorization failure based on the information requested from an EP Purchaser during the purchase process) to pay in full will automatically lead to the cancellation of the proposed order for Experience Packages. The Experience Packages concerned will be made available to other purchasers and any sums already paid (if any) will be reimbursed.

Experience Package Order Requirements

16. The number of Experience Packages available for purchase for each type of Experience Package and the Tournament are limited. The number of Experience Packages that may be purchased for the Tournament will be determined at STH's discretion.

17. STH reserves the right to cancel, without compensation or refund, any type, number, kind or category of Experience Packages purchased.

18. EP Purchasers must be aged eighteen (18) years or above.

19. Once the EP Purchaser has completed an order for an Experience Package(s) and received an order confirmation directly by email, no further changes can be made to the order. For the avoidance of any doubt, no order or purchase of an Experience Package shall be complete, successful and/or confirmed until the EP Purchaser has received a formal confirmation email confirming the purchase of the relevant Experience Package. If, for any reason whatsoever, an order is not completed and/or payment is not processed in full and/or no confirmation email is received, the individual shall have no entitlement or right of any kind to the relevant Experience Package.

20. The contract in respect of the Experience Package(s) shall be between STH and the EP Purchaser and the Experience Package Agreement shall apply to the purchase of such Experience Package(s).

21. The Experience Package Agreement shall supersede any proposal made by STH or an STH Agent or any request made to STH or an STH Agent.

Experience Package Payment Terms

22. If the EP Purchaser fails to pay any Deposit, balance payment or other amount due under the Experience Package Agreement by the applicable due date, STH may, without liability and without prejudice to any other rights or remedies:

(a) suspend performance of its obligations;

(b) withhold Tickets, Experience Package Documents and other Experience Package benefits;

(c) cancel the relevant Experience Package;

(d) terminate the Experience Package Agreement with immediate effect;

(e) retain any Deposit already paid; and

(f) resell the relevant Experience Package.

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23. If an EP Purchaser cancels an Experience Package for any reason other than where a refund is expressly available under these Experience Package Terms:

    (a) any Deposit paid shall be non-refundable;

    (b) if cancellation occurs after the due date for payment of the balance of the Package Fee, the entire Package Fee shall remain due and payable;

    (c) STH may resell the cancelled Experience Package but shall be under no obligation to do so; and

    (d) any resale shall not affect STH's right to retain the Deposit or recover amounts due under this Agreement.

24. For the avoidance of doubt, all prices and any other charges quoted by STH under the Experience Package Agreement are inclusive of applicable taxes. STH may show separately the portion of the price attributable to U.S. sales tax for transparency purposes, but all other taxes, duties, or charges incurred in connection with the supply of the Experience Package are included within the quoted prices and will not be itemized separately. Prices are exclusive of any other duties, delivery fees, postage, and/or packaging charges, which, if applicable, shall be payable in addition by the EP Purchaser.

25. All sums payable to STH pursuant to the Experience Package Agreement shall be paid in United States Dollars (USD$) along with any applicable duties, charges or levies specified during the order process (unless otherwise agreed in writing by STH). Any costs or charges (including exchange rate costs and payment card charges) applicable to payments by an EP Purchaser via another currency shall be borne by and shall be the sole responsibility of the EP Purchaser.

26. Experience Packages shall be paid for by payment cards or, for offline orders, by bank transfer to STH ’s bank account (detailed in the invoice) or such other payment method offered by STH and notified in writing from time to time.

27. The EP Purchaser agrees to pay, and to hold STH harmless from and against any:

    a) taxes, duties, levies, deductions or withholdings (“**Withholdings**”); and/or

    b) bank and other charges incurred by STH as a result of any monetary transfer, currency conversion or otherwise (“**Bank Charges**”),

    imposed upon or applicable to the payment of the Package Fee by the EP Purchaser by any local government authority. To the extent necessary, the EP Purchaser shall be obligated to pay STH such additional amount that will, after any such Withholdings and/or Bank Charges have been imposed, leave STH with the same amount as it would have been entitled to receive in the absence of the imposition of such Withholdings and/or Bank Charges.

28. Without prejudice to any other rights under the Experience Package Agreement, STH shall be entitled in the case of overdue payments to charge the EP Purchaser interest on such overdue payments at the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law, calculated daily and accruing from the due date until the date of payment.

29. The EP Purchaser acknowledges that not all payment cards will be accepted by STH.

30. If, due to human error or technical malfunction on the part of STH or the Experience Package Website, incorrect Package Fee or Experience Package details are displayed and such

Experience Package(s) is purchased by an EP Purchaser on the basis of such incorrect amount or details or if an EP Purchaser has purchased a type of Experience Package which is not intended to be purchased by or available to such EP Purchaser, STH reserves the right to cancel the relevant Experience Package(s) and process a refund to the EP Purchaser for the amount of the Package Fee charged only. The EP Purchaser may, at STH's sole discretion, be provided with an opportunity to purchase Experience Packages in accordance with the correct Experience Package Fee and/or Experience Package details.

31. If, due to human error or technical malfunction or failure on the part of an individual or EP Purchaser results in the purchase of Experience Packages in error, such Experience Packages shall be non-refundable and STH shall have no obligation to refund, reimburse, cancel or replace the relevant purchase of Experience Packages.

Delivery of Experience Packages

32. Provided the Package Fee (and any other charges) have been received in full by STH, STH will distribute, or have distributed on its behalf, the Experience Package Documents and Tickets to the EP Purchaser. STH will notify the EP Purchaser of the method of distribution prior to the commencement of the Experience Package but reserves the right to amend the method at any time, including distribution via third parties. Once distributed, the Experience Package Documents and Tickets are the responsibility of the EP Purchaser and cannot be replaced. EP Holders must display the correct Ticket or Experience Package pass to gain entry to the relevant Venue, and EP Holders may be refused entry if EP Holders do not display the correct Ticket or Experience Package pass. STH and DCL shall not be held responsible and are not liable for any loss or damages if any EP Holders are refused entry to a Venue or Experience Area for displaying an incorrect Ticket or Experience Package pass. Additionally, there will not be any refund for any unused portion of an Experience Package. If you arrive late, we are not liable for any missed portions of your Experience Package or denial of entry to the relevant Venue.

Experience Package Area

33. Access to the Venue and any Experience Area is strictly limited to the date and the time indicated in the Experience Package Documents. For the avoidance of doubt, access to the locations where catering, beverage and/or other experience services are provided will be restricted to persons having the express right to access such locations.

Changes to Experience Packages

34. STH reserves the right to substitute or amend an Experience Package (including, without limitation, any seats, areas or services initially allocated or pricing of packages) if such amendment is required:

    a) in order to comply with applicable federal, state, local laws, regulations or orders, or any policies of the DCL Entities or the Venue, in force during the Tournament; or

    b) in order to reflect any changes made by DCL in connection with the staging of the Tournament. In such circumstances, STH shall notify the EP Purchaser of the details of the new or revised Experience Package details.

Lost/Stolen/Damaged Experience Package Documents or Tickets

35. Any Experience Package Documents or Tickets that are damaged, defaced or unreadable may not be accepted for admission to the Venue or Experience Area.

36. STH shall not replace or reimburse an EP Holder in respect of any lost, stolen, damaged, destroyed or defaced Experience Package Document or Tickets, save where the same occurs as a result of the negligent act or omission of STH.

No sponsorship rights or association with the Tournament

37. EP Purchasers and EP Holders expressly acknowledge and agree that the purchase of Experience Package(s) does not grant them any marketing, intellectual property, commercial or promotional rights with respect to STH, DCL, the Tournament or any commercial partners or stakeholders of DCL or the Tournament.

38. EP Purchasers and EP Holders must not, unless entitled to by virtue of an agreement with DCL itself, hold themselves out as a sponsor of, use any intellectual property connected with (including, without limitation, the official emblem, designations and mascots of the Tournament), or otherwise associate themselves in any manner whatsoever with the Tournament (or part thereof), STH, DCL or any commercial partners or stakeholders of DCL or the Tournament.

39. EP Purchasers and EP Holders must not, as a material condition of this Experience Package Agreement, whether before, during or after the Tournament:

    a) use the Experience Package(s) (or any element thereof) for marketing or promotional purposes (including, without limitation, for use as a prize in competitions, lotteries, draws, charity promotions or sweepstakes); or

    b) conduct any promotional, advertising or marketing activity in connection with STH, the Tournament, DCL or any commercial partners or stakeholders of DCL or the Tournament.

40. EP Purchasers and EP Holders shall not have any right to promote themselves or their trade or business in the Venue or in any Experience Area or otherwise associate themselves with STH, the Tournament, DCL or any commercial partners or stakeholders of DCL or the Tournament, unless expressly authorized by STH in writing. For the avoidance of doubt and without limitation to the generality of the foregoing, no corporate identification of EP Purchasers or EP Holders shall be permitted unless expressly authorized in writing by STH.

Prohibition of Experience Package Resale or Transfer

41. Experience Packages are only for the use of the EP Purchaser or an EP Holder. It is strictly forbidden for any individual to sell, transfer or offer to sell, resell or transfer (for example on websites, in the immediate surroundings of the Venue or within the Venue precincts, or within the Experience Area), in any way or form, whether free of charge or in return for consideration, any Experience Package (or any element of the Experience Package (including, without limitation, the Tickets)) without first securing the express consent of STH or as otherwise provided for under these Experience Package Terms.

Conduct

42. The EP Purchaser shall be responsible for notifying any EP Holders associated with their order of the provisions of the Experience Package Agreement to which the EP Holders will be legally bound, including without limitation, the Ticket Terms and Conditions. The EP Purchaser shall procure the full compliance of the EP Holders with the Experience Package Agreement including without limitation, the Ticket Terms and Conditions. Any breach of the Experience Package Agreement (including, for the avoidance of doubt and without limitation,

the prohibitions on resale, transfer and commercial use) may result in the cancellation of the relevant Experience Package(s) purchased without compensation or refund.

43. All EP Holders must comply with the directions and instructions of the competent authorities at all of the Venues at which they attend a Match (including, without limitation, the police).

44. EP Holders must comply with all rules and safety regulations established at each Venue and Experience Area and acknowledge that if an EP Holder is disruptive to the Tournament or the enjoyment, comfort or safety of other spectators (whether because under the influence of alcohol, narcotics or otherwise), in STH, DCL, or an Authorized Person's sole discretion, they may be refused admission or removed by STH, DCL and/or an Authorized Person.

45. If an EP Holder fails to comply with Articles 38 – 41 and 47 or if STH, DCL and/or the Authorized Person removes an EP Holder pursuant to Articles 44 and 48, the EP Purchaser and/or the EP Holder (as applicable) shall have no right to a refund from STH and STH shall not have any liability whatsoever to the EP Purchaser or EP Holder.

46. All EP Holders shall at all times comply with all applicable laws and regulations in relation to the use of the Experience Package(s).

Prohibited Items and Ambush Marketing

47. EP Holders are forbidden from:

    a) using, possessing, selling or distributing any Prohibited Items or engaging in any Prohibited Conduct in or around the Venue and Experience Area; and

    b) using, possessing or holding promotional or commercial objects and materials, engaging in any Ambush Marketing (including holding or bringing any items, objects, signs or materials which STH, DCL or any Authorized Person believe are intended to be used or are being used for the purposes of Ambush Marketing), gambling (or assisting any gambling activity), conducting any commercial activity, offering (either for free or for sale), selling or possessing goods with intent to sell such as drinks, food, souvenirs, clothes, promotional and/or commercial items, without prior written approval of STH or DCL.

48. If an EP Holder is found with any Prohibited Items or engaging in any Prohibited Conduct or Ambush Marketing (as set out in Article 47 and other Articles hereunder), STH, DCL and/or an Authorized Person may remove such items and/or remove the EP Holder (as applicable) from the Venue and/or Experience Area and/or refer the EP Holder (as applicable) to local authorities for investigation. If an EP Holder is removed in such circumstances, then they shall not be entitled to any refund and neither STH or DCL shall have any liability to the EP Holder as a result.

Image Rights, Photography and Recording

49. Any EP Holder accessing the Experience Area, attending in or around the Venue and/or attending at a Match acknowledges and irrevocably and unconditionally licenses and authorizes DCL, STH and the operator of the Venue, free of charge, to record and to use images and recordings in which the EP Holder appears, by any means of acquisition (photography, video, etc.) during the Match and attendance in or around and at the Venue and at or in an Experience Area, on all media now known or developed in the future (without limitation in terms of quantity and quality) and via any means of publication or broadcasting, worldwide and for the entire duration of the protection of the rights over same, with permission to assign these rights, for commercial or promotional purposes and/or for the purposes of

showing the Tournament Match, the Venue, the Experience Area and as part of the transmission of the Match by any medium whether currently known or developed in the future. DCL are entitled to assign these rights freely for any purpose and to any party or third party of its choosing, including broadcasters, third party suppliers, licensees, Authorized Partners and news outlets and media.

50. Any EP Holder accessing the Experience Area and/or in or around the Venue and/or attending at a Match:

    a) acknowledges that broadcasters, partners and other third parties may be operating drones (remotely piloted aircraft systems) in and around the Venue;

    b) acknowledges that all Matches are recorded in a number of media and publicly disseminated across numerous platforms and channels on a worldwide basis;

    c) agrees that perpetual use may be made, free of charge, on a worldwide basis and to the fullest extent possible for any reason, of their voice, image, name, comments, public performance and likeness at or from the Venue, Experience Area or a Match by means of live or recorded video display, broadcast, transmission, content, account, description, reproduction, telecast or other dissemination or recording, photographs or any other current and/or future media technologies, by DCL, Authorized Partners and/or other third parties (collectively, the "**DCL Media**");

    d) waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such broadcasting, transmission, or dissemination of the DCL Media in any media;

    e) acknowledges and agrees that DCL is the sole legal and beneficial owner of the copyright and any other proprietary or other intellectual property rights of any nature whatsoever in and to any DCL Media, including without limitation recordings of sound or images taken within or in or around a Venue, an Experience Area or at a Match (including future rights to such images and recordings or to any works derived from such images and recordings, and including any recordings or images captured by an EP Holder in breach of these Experience Package Terms and/or the Ticket Terms and Conditions) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such DCL Media;

    f) acknowledges and agrees that DCL, DCL Entities and certain current and future sponsors and licensees of such DCL Entities, may use, edit, copy, disclose, add to, adapt, reproduce, publish, creative derivatives and/or translate such DCL Media for all such advertising, commercial, exploitation and promotional activities, worldwide in perpetuity in any and all media (including but not limited to online, digital and offline), whether now known or hereafter developed or invented, including on any media owned, controlled, operated or represented by DCL or the DCL Entities, without payment, compensation or liability to the EP Holder;

    g) acknowledges that they shall have no expectation of privacy in relation to the DCL Media or their attendance, activities, actions or conduct at a Match, Experience Area or in or around a Venue given the public nature of the Match and the Tournament;

    h) hereby unconditionally and irrevocably assigns to DCL all rights, including copyright and other intellectual property rights, by any means and in any current and/or future form or type of media or format, in any DCL Media taken by the EP Holder within the Venue in breach of these Experience Package Terms and/or the Ticket Terms and Conditions, including the article/clause directly below.

51. Any photographs taken or other recordings of sounds or images made by an EP Holder in or around a Venue, a Match or an Experience Area may be used only for private and personal, non-commercial and non-promotional purposes. Apart from private and personal, non-commercial and non-promotional purposes, i.e. to the exclusion of any commercial purposes, the EP Holder shall not publish or broadcast at any time, over the Internet, on radio, on television and/or on any other form or type of media, whether current or future, any sound, image, description, commentary, news reports or results and/or statistics of a Match (whether wholly or partly), including any content of this kind created, recorded or captured as a still or moving image by mobile phones or by any other form of wireless and/or portable device or terminal, nor aid or abet any other person in engaging in such activities. Further and/or supplementary restrictions and rules on the use of photography, filming or recording devices may apply to the EP Holder under the Venue Rules and Regulations.

Customer Service

52. Any queries concerning Experience Packages should be addressed to STH directly via the Customer Service team of STH which can be contacted by email at the following address: IWells.BNP@sthgroup.us.

Experience Package Cancellation and Refund Terms

Changes

53. DCL is entitled to make changes to the time, the date, the duration or the Venue of any Match, or to any other detail of relevance to any Ticket as outlined within the Ticket Terms and Conditions (at Appendix 2 to these Experience Package Terms). STH has no control over the running of or timings of the Tournament or any part thereof.

54. It is the responsibility of each EP Holder to ascertain whether a Match or the Tournament has been delayed, postponed, rescheduled or cancelled.

55. In relation to Tickets included in your Experience Package, any entitlement to a refund will be governed by the Ticket Terms and Conditions (as set out in Appendix 2).

Delay

55. In case of delay for any reason whatsoever on the day of the Match or if the Match start time is deferred, whatever the new arrangements (excluding change in date of the Match), the Experience Package will remain valid and STH will endeavor to arrange for the relevant Experience Package to be provided at the rescheduled time. STH will not have any obligation to refund to the EP Purchaser any part of the Package Fee including any applicable fees, charges nor to pay the EP Purchaser any compensation for the delay or for any consequences that this delay might have for the EP Purchaser and/or the EP Holder and/or any third parties.

Interruption

56. In the event of a definitive interruption of a Match after it has commenced, STH will not have any obligation to refund to the EP Purchaser any part of the Package Fee including any applicable fees, nor to pay them any compensation for the subsequent deferral of the Match or for any consequences that this might have for the EP Purchaser and/or the EP Holder and/or any third parties.

Rescheduled Match

57. If the Match is rescheduled prior to the Match commencing to a different date at the same Venue as initially planned or at another Venue: STH will endeavor to arrange for the relevant Experience Package to be provided at the rescheduled or relocated Match and:

    a) if STH is able to provide a substantially equivalent Experience Package (in its sole discretion) at the rescheduled or relocated Match, the booking for the relevant Experience Package shall remain valid for the rescheduled or relocated Match, and the EP Purchaser will be entitled to attend the Match with the same Experience Package. No part of the Package Fee will be refunded due to the failure of the EP Purchaser to use the Experience Package for the rescheduled Match; or

    b) if STH is not able to provide a substantially equivalent Experience Package (in our sole discretion) at the rescheduled or relocated Match, then the Experience Package will be cancelled, and the EP Purchaser will be refunded the Package Fee subject to the conditions set out in Articles 61 – 62.

    Any refund requests that relate to a rescheduled Match must be directed to STH. If a refund is requested under this Article, STH will endeavor to refund the EP Purchaser the Package Fee within forty-five (45) business days of the final Match of the Tournament.

Match played behind closed doors or with limited capacity

58. If a Match is played behind closed doors or with a limited audience pursuant to a decision taken by DCL which means the Ticket included with the Experience Package can no longer be utilized to attend the Match, whatever the reason for this, the relevant Experience Package will be cancelled, and the EP Purchaser will be refunded, by STH, the Package Fee subject to the conditions detailed in Articles 61 – 62. If an Experience Package is cancelled under this Article, STH will endeavor to refund the EP Purchaser the Package Fee within forty-five (45) business days of the final Match of the Tournament. Any refund requests under this Article must be directed to STH.

Cancellation

59. If a Match is cancelled prior to the commencement of the Experience Package services and the Match, the relevant Experience Package will be cancelled, and the EP Purchaser will be refunded the Package Fee subject to the conditions detailed in Articles 61 – 62. STH will endeavor to refund the EP Purchaser within forty-five (45) business days of the final Match of the Tournament. If the Tournament is cancelled as a whole, all Experience Packages will be cancelled, and Package Fees refunded subject to the conditions set out in Articles 61 – 62. STH will endeavor to issue the Package Fee refund to EP Purchasers within two months following the date on which the cancellation of the Tournament is made public. Any refund requests under this Article must be directed to STH.

60. If a Match is cancelled after the commencement of the Experience Package services but prior to the Match commencing, the elements of the Experience Package not provided due to the Match cancellation will be refunded to the EP Purchaser within forty-five (45) business days of the final Match of the Tournament subject to the conditions set out in Articles 61 – 62. Any refund requests under this Article must be directed to STH.

61. If a Match is paused and is not resumed at the Venue, the Ticket will be refunded in accordance with the Ticket Terms and Conditions and in the event any elements of the Experience Package are not provided such elements will be refunded to the EP Purchaser within forty-five (45) business days of the final Match of the Tournament subject to the conditions set out in Articles 61 – 62. Any refund requests under this Article must be directed to STH.

Refund Conditions

61. Where a refund is sought, the EP Purchaser must bring this to the attention of STH as soon as reasonably possible upon becoming aware of the cancellation, postponement or relocation. All refund requests must be directed to STH in its capacity as issuer and seller of the Experience Package(s). DCL shall not have any responsibility or liability to refund, or compensate in any way, an EP Purchaser or EP Holder in relation to any Experience Package or any part of any Experience Package.

62. Any entitlement to a refund to which an EP Purchaser may be entitled under these Experience Package Terms shall not exceed the Package Fee and any such refund shall exclude all and any applicable charges, fees, accommodation cost, transport cost, or any other costs expended or incurred by an EP Purchaser or EP Holder in relation (directly or indirectly) to the Experience Package(s).

63. Any information regarding refunds or requests should be addressed to the STH Customer Service contact details outlined above in these Experience Package Terms.

64. EP Purchasers are advised to take out insurance to cover the risk and costs associated with a delay, interruption, rescheduling, postponement or cancellation of the Tournament. If you choose to travel and/or attend the Tournament without adequate insurance coverage, STH will not be liable for any of your losses howsoever arising, for which insurance coverage would otherwise have been available.

Right to Withdraw

65. . The Deposit is non-refundable and the issuing, sale or purchase of any Experience Package shall be final and non-refundable except as expressly outlined in these Experience Package Terms or as required under applicable law.

Liability

66. SAVE AS EXPRESSLY PROVIDED IN THESE EXPERIENCE PACKAGE TERMS, ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

67. WHERE AN EXPERIENCE PACKAGE IS PURCHASED, ALL EP HOLDERS' STATUTORY RIGHTS ARE WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW, AND THE TERMS OF THESE EXPERIENCE PACKAGE TERMS SHALL CONTROL.

68. NOTHING IN THE EXPEREINCE PACKAGE AGREEMENT IS INTENDED AND NOR SHALL IT BE CONSTRUED AS AN ATTEMPT BY ANY PARTY TO EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE, FOR ITS FRAUD OR FRAUDULENT MISREPRESENTATION OR FOR ANY MATTER FOR WHICH IT IS NOT PERMITTED BY APPLICABLE LAW TO EXCLUDE OR LIMIT, OR TO ATTEMPT TO EXCLUDE OR LIMIT, ITS LIABILITY. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY LAW, STH SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, PROFITS, OR OTHER BENEFITS, ARISING FROM OR RELATED TO THE EXPERIENCE PACKAGE AGREEMENT, EXCEPT IN CASES OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

69. OTHER THAN THE SPECIFIC REMEDIES AVAILABLE TO AN EP PURCHASER OR EP HOLDER REFERRED TO IN THESE EXPERIENCE PACKAGE TERMS, TO THE FULLEST

EXTENT PROVIDED BY LAW AND WITHOUT LIMITATION TO ARTICLE 68 ABOVE, STH SHALL NOT BE LIABLE TO AN EP PURCHASER OR EP HOLDER BY REASON OF ANY REPRESENTATION, OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR UNDER THE TERMS OF THE EXPERIENCE PACKAGE AGREEMENT, FOR ANY CONSEQUENTIAL LOSS OR DAMAGE, ANY LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR BUSINESS OR LOSS OF FUTURE BUSINESS OR LOSS OF ENJOYMENT OR OTHERWISE, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (AND WHETHER CAUSED BY THE NEGLIGENCE OF STH, ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF EXPERIENCE PACKAGE(S) (INCLUDING TICKETS) OR THEIR USE.

70. SUBJECT TO ARTICLES 67 AND 68, AND TO THE FULLEST EXTENT PROVIDED BY LAW, STH'S TOTAL LIABILITY TO THE EP PURCHASER OR EP HOLDER WHETHER FOR NEGLIGENCE (ORDINARY OR GROSS), BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE SHALL IN NO CIRCUMSTANCE EXCEED THE PACKAGE FEE PAID IN RESPECT OF THE AFFECTED EXPERIENCE PACKAGE(S).

71. The EP Purchaser shall be responsible for all damage they cause and for all damage caused by associated EP Holder(s) and any other persons under their control.

72. The EP Purchaser shall indemnify, defend, release, and hold STH harmless from and against all claims, costs, losses, damages, expenses, demands and liabilities suffered or incurred by STH as a result of a breach by the EP Purchaser or associated EP Holders of the Experience Package Agreement or in connection with, resulting from, or arising out of any and all acts or omissions of the EP Purchaser or associated EP Holder(s), or in connection with any Force Majeure or a EP Holder or EP Purchaser's breach of any of the terms, conditions or representations made in the Experience Package Agreement, or the Released Claims.

73. The personal arrangements of the EP Purchaser or EP Holder in connection with an Experience Package(s) (including, without limitation, travel and accommodation) involve inherent risks are entered into at EP Purchaser and EP Holders' own risk and neither STH nor DCL shall be liable for any costs, losses, loss of enjoyment or wasted expenditure (including, without limitation, any indirect and/or consequential loss or damage) suffered by the EP Purchaser or EP Holders. These risks include, but are not limited to, risk of injury or death from: force majeure, motor and conveyance vehicle collisions, water related activities, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including Event staff, players, mascots, other attendees, STH and its Representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, illnesses caused by COVID-19 (or other pandemics, infectious diseases, etc.), physical excursion for which you are not prepared or other such accidents; being struck by flying tennis balls entering the stands; being hit by broken tennis racquets or pieces of tennis racquets that fly into the seating areas; injuries resulting from objects or debris related to the Event; bodily injury resulting from crowd movement, such as moving to and from seats, crowded aisles, or enthusiastic fan celebrations; noise or sound levels related to crowd cheer, PA systems, or music; general hazards inherent to the Venue (e.g., walking up or down steep aisles, uneven surfaces); maintenance or security activities or equipment in the Venue (e.g., netting installations, moving equipment); the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred;

accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; equipment malfunctions; or a lack of safety features and/or failure to utilize any safety features. Traveler understands the description of these risks is not complete and acknowledges that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of the Tournament and in consideration of the services provided by STH, EP Purchaser and EP Holders are willing to accept the risks and uncertainty involved as being an integral part of travel and is voluntarily participating in said travel with the knowledge that there are significant dangers involved and hereby agrees to accept any and all risks. FURTHER, EP PURCHASER AND EP HOLDERS HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF ILLNESS, INJURY OR DEATH AND OF THE NEGLIGENCE OF STH AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE STH AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH THE TOURNAMENT, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF STH AND/OR ITS REPRESENTATIVES, AND EP PURCHASER AND EP HOLDERS HEREBY COVENANT NOT TO SUE STH AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING STH. THESE EXPERIENCE PACKAGE TERMS ALSO BIND YOUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. THE TERMS OF THIS HOLD HARMLESS AND RELEASE OF ALL LIABILITY PARAGRAPH, SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE EXPERIENCE PACKAGE TERMS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

74. The EP Purchaser and EP Holder acknowledge and agree that STH is the seller of the Experience Packages with responsibility for the sale, delivery and fulfilment of the Experience Packages, and that DCL has no liability for the delivery or fulfilment of the Experience Packages and make no representation of any kind in relation to the Experience Packages. Further, the EP Purchaser and EP Holder acknowledge and agree that STH does not have any authority to act on behalf of DCL or make any representations on behalf of DCL. The EP Purchaser and EP Holder further acknowledge and agree that these Experience Package Terms create a legally binding agreement between STH and the EP Purchaser and EP Holder and that in no event shall DCL be liable or responsible for any loss, harm or damages that the EP Purchaser or EP Holder suffers or incurs in relation to these Experience Package Terms and their purchase and/or use of an Experience Package including but not limited to bodily or mental harm, personal property damage or loss, or any other loss and/or harm arising from and/or occurring during EP Purchaser or EP Holder’s use of the Experience Package, including attendance at an Experience Area. Without limitation to the foregoing, the EP Purchaser and EP Holder agree not to bring any claim, complaint or proceeding against, and fully releases from any liability, DCL in relation to the foregoing and in relation to EP Purchaser’s or EP Holder’s use of the Experience Package.

75. The EP Purchaser and EP Holder shall indemnify and hold DCL harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from, or arising out of, a breach of or non-compliance with the preceding clause.

76. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EP HOLDERS AND EP PURCHASERS EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION, WHETHER IN COURT OR IN ARBITRATION, AGAINST STH. ALL CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THE EXPERIENCE PACKAGE AGREEMENT, THE TOURNAMENT OR THE USE OF A TICKET TO ANY MATCH OR ASPECT OF THE TOURNAMENT COVERED BY THIS AGREEMENT MUST BE BROUGHT SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR

REPRESENTATIVE PROCEEDING. NO COURT OR ARBITRATOR MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, OR OTHERWISE PRESIDE OVER ANY FORM OF A CLASS OR REPRESENTATIVE PROCEEDING, UNLESS AGREED TO IN WRITING BY ALL PARTIES, INCLUDING STH. IF ANY PORTION OF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE OR INVALID, THE REMAINDER SHALL CONTINUE TO BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW. ADDITIONALLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT NO CLAIMS WILL BE CONSIDERED AND THAT YOU WILL NOT BRING SUIT AGAINST STH UNLESS YOU HAVE FIRST PROVIDED A WRITTEN NOTICE OF CLAIM TO STH WITHIN THIRTY (30) DAYS AFTER THE TOURNAMENT OR CANCELLATION OF THE TOURNAMENT, FURTHER PROVIDED THAT YOU AGREE TO FILE SUIT WITHIN ONE (1) YEAR OF THE INCIDENT AND YOU ACKNOWLEDGE THAT THIS EXPRESSLY LIMITS THE APPLICABLE STATUTE OF LIMITATIONS TO ONE (1) YEAR.

77. TO THE FULLEST EXTENT PERMITTED BY LAW, ON THEIR OWN BEHALF AND ON BEHALF OF ANY REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND ANY OTHER PERSON OR ENTITY THAT MAY BE ENTITLED TO MAKE A CLAIM ON THEIR BEHALF, EP HOLDERS AND EP PURCHASERS WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE STH WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, (A) THE EXPERIENCE PACKAGE AGREEMENT, (B) THEIR PRESENCE AT A VENUE OR (C) THEIR PARTICIPATION IN THE TOURNAMENT OR MATCH OR USE OF AN EXPERIENCE PACKAGE, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) IN WHOLE OR IN PART, THE SOLE, JOINT, OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY, OF STH, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING THE VENUE AND ATTENDING A MATCH, INCLUDING, WITHOUT LIMITATION (A) ALL SPECTATOR CLAIMS (AS DEFINED IN THE TICKET TERMS AND CONDITIONS); (B) ALL CLAIMS FOR PERSONAL INJURIES, WRONGFUL DEATH OR EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE BY HOLDER, ANY ACCOMPANYING PARTIES, OR OTHER INDIVIDUALS EXPOSED TO COVID-19 OR OTHER COMMUNICABLE DISEASE BY HOLDER OR ANY ACCOMPANYING PARTIES; (C) ALL CLAIMS IN CONNECTION WITH ANY SECURITY SEARCHES OR SCREENINGS OF, OR THE APPLICATION OF ANY HEALTH AND SAFETY RULES TO EP HOLDERS OR EP PURCHASERS; AND/OR (D) ALL CLAIMS FOR INVASION OF PRIVACY, DEFAMATION, VIOLATION OF ANY RIGHT OF PUBLICITY, RIGHT OF PRIVACY OR ANY OTHER CAUSE OF ACTION ARISING OUT OF THE PRODUCTION, REPRODUCTION, DISTRIBUTION, TRANSMISSION, PUBLICATION, PUBLIC PERFORMANCE, BROADCAST OR EXHIBITION OF ADVERTISEMENTS, PROMOTIONS, CONTENT, PROGRAMS AND/OR MATERIALS IN WHICH RECORDINGS OR PHOTOGRAPHS OF EP HOLDERS OR EP PURCHASERS FROM THE TOURNAMENT MAY APPEAR (COLLECTIVELY, THE "RELEASED CLAIMS"). BY UTILIZING THE EXPERIENCE PACKAGE OR ATTENDING THE TOURNAMENT, EP HOLDERS AND EP PURCHASERS, ON THEIR OWN BEHALF AND ON BEHALF OF ANY REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND ANY OTHER PERSON OR ENTITY THAT MAY BE ENTITLED TO MAKE A CLAIM ON THEIR BEHALF, ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO STH TO THE FULLEST EXTENT PERMITTED BY LAW.

Force Majeure

76. STH shall not be liable for its inability to perform any obligations under the STH Agreement caused by Force Majeure.

77. If the relevant Force Majeure event continues for a period of thirty (30) days or longer, STH may cancel Experience Packages (provided that such Force Majeure event is continuing at the date of cancellation), and the EP Purchaser may claim a refund; provided however, that STH shall be allowed to deduct an amount equal to any booking or operational expenses or other costs expended by STH prior to the date of cancellation from the amount to be refunded hereunder.

78. Unless an Experience Package is cancelled pursuant to Article 77, STH shall notify the EP Purchaser promptly when performance of its obligations under the Experience Package Agreement resume.

Personal Information

79. STH is the business that controls the use of personal information which is collected from an EP Purchaser and EP Holders in connection with the purchase and administration of any Experience Package purchased from STH.

80. STH undertakes to process and to store any personal information that is entrusted to it in compliance with applicable federal privacy and data protection legislation and applicable (as to each EP Holder and EP Purchaser) state law (e.g., for California EP Holders and EP Purchasers, the California Consumer Privacy Rights Act and California Privacy Rights Act) ("**Applicable Privacy Laws**"), all as applicable for the purposes of the administration, operation and the management of the provision and issuance of Experience Packages for the Tournament and attendance by EP Holders at relevant Matches and where applicable to keep EP Purchasers and EP Holders informed about the latest news and activities of STH.

81. The EP Purchaser and EP Holder acknowledges and agrees that the personal information provided by the EP Purchaser and by any other EP Holder may be processed and stored as necessary for the performance of the services under the Experience Package Agreement, including for the purposes of the implementation of these Experience Package Terms. EP Purchasers and EP Holders further acknowledge and understand that their personal information may also be shared with third parties, including DCL, as may be necessary in connection with the above purposes and such purposes as detailed in the STH Privacy Policy found here https://sportstravelhospitality.com/indianwells/

82. Subject to, and in accordance with, the Applicable Privacy Laws, EP Purchasers and EP Holders are informed that they have the right to know the categories and specific pieces of personal information collected, sold or disclosed; the right to delete said information; the right to correct inaccurate data; the right to opt out of the 'sale' or 'sharing' or personal information; and the right to non-discrimination for the exercise of the above-mentioned rights. Any person whose personal information is gathered by STH also has the right to opt-out and/or seek information from STH regarding the sale, sharing, and in general, use and processing of their information. These rights may be exercised at any time by sending a request by email to STH at the following address: DataProtection.UKandIE@sodexo.com.

83. The personal information which STH collects from the EP Purchaser and is provided on behalf of EP Holders in connection with the purchase or use of an Experience Package, includes name, contact details, dietary requirements, mobility restrictions and any other details provided by the EP Purchaser.

84. STH will use the EP Purchaser and EP Holder's personal information for the purposes of facilitating the booking of Experience Packages in accordance with these Experience

Package Terms and the STH Privacy Policy. STH may also share such personal information with DCL in connection with the organization and delivery of the Experience Package (including, the Tickets). Where personal information is shared with DCL such personal information will be processed in accordance with DCL's privacy policy at https://sportstravelhospitality.com/privacy-policy-indian-wells/

85. Provided the EP Purchaser has specifically granted consent in the Booking Form or on the Experience Package Website, their personal information can be shared and/or used in order to provide them with marketing materials and information from STH and/or DCL (as applicable).

86. Where any requests are made to STH in relation to any mobility or dietary requirements, such requests will be deemed as consent for STH to process information relating to mobility or dietary needs to enable STH to attempt to facilitate such requests.

87. For more information regarding the handling of personal information by STH in relation to the purchase of Experience Packages, please consult the STH Privacy Policy.

88. If there are any questions about how STH collects, shares and generally uses personal information, or about the STH Privacy Policy, please contact UKandIE@sodexo.com. For further details on personal information rights including the right to lodge a complaint with a supervisory authority, please refer to the STH Privacy Policy.

Notices

89. Any communication to be given in connection with these Experience Package Terms shall be in writing in English and shall be sent by email to the address of the relevant party as notified at the time of booking. If the contact details of the EP Purchaser change, the EP Purchaser must promptly notify STH of the changed details. In the case of a change in STH 's contact details, these shall be posted on the Experience Package Website.

90. A communication sent according to Article 89 shall be deemed to have been received at the time of completion of transmission by the sender.

91. If, under Article 90, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9.30 am to 5.30 pm on a day other than a Saturday, Sunday or public holiday in the state of Florida, USA (Business Day), it shall be deemed to have been received at 9.30 am on the next Business Day.

Entire agreement, no waiver, and amendments; Survival

92. The Experience Package constitute the whole agreement and understanding between the parties with respect to the subject matter of the Experience Package Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to the subject matter of the Experience Package Agreement. The EP Purchaser acknowledges that they have not entered into the Experience Agreement in reliance on any statement or representation, whether or not made by STH, except in so far as the representation has been incorporated into the Experience Package Agreement.

93. STH reserves the right to make amendments or changes to these Experience Package Terms from time to time without notice and such updated version will be available via the Experience Package Website. For the avoidance of doubt, changes may also be made, without limitation, to the Ticket Terms and Conditions and Venue Rules and Regulations.

94. The terms and conditions of this Experience Package Agreement which by their nature extend beyond termination of the Experience Package Agreement shall survive the expiration or termination of the Experience Package Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

Severance

94. If any provision of the Experience Package Agreement is declared invalid or unenforceable by any court or authority of competent jurisdiction:

    a) all other provisions of the Experience Package Agreement shall remain in full force and effect and shall not in any way be impaired; and

    b) the parties shall meet and agree to a replacement provision which is as close as is legally permissible to the provision found invalid, or unenforceable.

No Third-Party Beneficiaries

95. These Experience Package Terms are made solely for the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, nothing in these Experience Package Terms, whether express or implied, is intended to confer upon any person or entity not a direct party to these Experience Package Terms any rights, remedies, obligations, or liabilities, and no such third party shall be deemed a third-party beneficiary of these Experience Package Terms or entitled to enforce any provision of these Experience Package Terms.

Age Policy

96. Access to the Venue and Experience Area will be prohibited for minors (as defined under applicable law and subject to the policies of the applicable Venue) unless accompanied (upon entry to the Venue, Experience Area and during attendance at the Match) by an adult (i.e. aged 18 years or older) who shall be responsible for the compliance of any minor with the Experience Package Agreement. Alcoholic beverages may be provided in certain Venues and Experience areas. Service will be in strict compliance with all applicable U.S. federal, state, and local laws, including the minimum legal drinking age of twenty-one (21) years. STH reserves the right to require valid government issued photo identification to verify age and to refuse service to any person who is underage, unable to provide satisfactory identification, or appears intoxicated.

Conflict

97. If there is any conflict or ambiguity between the terms of the documents listed:

    a) the Ticket Terms and Conditions;

    b) the Experience Package Terms;

    c) the invoice; and

    d) the Booking Form,

    a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

Applicable Law and Settlement of Disputes

98. These Experience Package Terms will be governed by and interpreted in accordance with the laws of the state of Delaware. All disputes arising from or related to these Experience Package Terms (including but not limited to any non-contractual disputes or claims) will be submitted to the exclusive jurisdictions of the courts of the state of Delaware. Notwithstanding the foregoing, STH reserves the right to pursue any legal proceeding in the competent courts at the defendant's domicile.

DEFINITIONS

For the purposes of these Experience Package Terms, the following definitions shall apply:

Ambush Marketing means any activity, relationship, connection or conduct, whether direct, implied or inferred that has not been authorized by STH or DCL and:

- which either directly or indirectly exploits or attempts to exploit the intellectual property and/or goodwill (whether to gain a benefit, or otherwise) related to the Tournament, any Match, STH or DCL;

- which creates or intends to create and/or suggests or is capable of suggesting (actually or by implication) an association with the Tournament and/or a Match such that members of the public would reasonably believe such third party to be an Authorized Partner and/or proceeding with the approval of STH, or DCL; and/or

- which diminishes and/or has the potential to diminish the status of the Tournament, STH, DCL and/or any Authorized Partner including but not limited to any advertising, promotion (including contests and sweepstakes), offering, giving away, selling or reselling of tickets, hospitality, travel, premiums, product samples and/or other marketing materials in connection with the promotion of goods or services, or other trade or commercial purposes, or otherwise and/or any direct and express reference to the Tournament that has not been authorized by STH or DCL;

Authorized Partners means all persons or parties appointed by and/or on behalf of DCL as licensees or official partners of DCL and/or the Tournament including any official sponsors, suppliers broadcasters, travel and hospitality agents and merchandise licensees and any other parties that have entered into a commercial engagement or relationship with DCL and/or the Tournament;

Authorized Person means any stewards, security, safety personnel and/or any other persons involved in the operations and management of the Venue and including those persons who are legally authorized to take such steps at the Venue in relation to security measures, the confiscation of items and prevention of EP Holders from holding or bringing any prohibited or restricted items into or near the Venue or Experience Area;

Booking Form means the standard form sent by STH to the EP Purchaser in relation to the purchase of Experience Package(s) as part of the ordering process**;**

DCL means Desert Champions LLC 78-200 Miles Avenue Indian Wells, California 92210;

DCL Entities means Desert Champions LLC. and each of their respective past, present and future subsidiaries, affiliates, agents, officers, employees, members, directors and owners.

EP Holder means any individual holding, possessing or using, or who has held, possessed or used, and including any person that benefits in any way whatsoever from an Experience Package purchased by the EP Purchaser and any other person or third party using an Experience Package that has been provided to them under the prior express approval of STH**;**

EP Purchaser means the individual who has purchased an Experience Package;

Experience Area means all areas for which EP Purchasers and EP Holders are permitted access as part of their Experience Packages;

Experience Package means a package incorporating the supply of a Ticket with: (i) catering; (ii) beverage; and/or (iii) Match day or non-Match day experience services;

Experience Package Agreement has the meaning given to it in clause 5 above;

Experience Package Documents means some or all of the following as provided by STH as part of the Experience Package(s): (a) presentation wallet; (b) itinerary; (c) Venue location map; (d) Experience Package pass for access to the relevant Experience Area; and (e) car park pass (where applicable);

Experience Package Website means the Experience Package website at https://indianwells.sportstravelhospitality.com/

Force Majeure means all events beyond the control of the affected party including, but not limited to, acts of God, inclement weather, flood, lightning, fire, trade disputes, strikes, lockouts, pandemics, epidemics, acts or omissions of Governments or other competent authority including acts of terrorism, war, military operations, acts or omissions of third parties for whom the affected party is not responsible; means any circumstance outside the reasonable control of the Parties including without limitation, any strike or lock-out or industrial action of whatever nature (which is not due to any party to this Agreement including any associates, agents, representatives or employees of such party), accidental fire, typhoon, hurricane storm or tempest, act of God, explosion, casualty, sabotage, flood, earthquakes, subsidence, epidemic, an outbreak or spread of any virus, plague or other disease, pathogen or illness, howsoever described, which has been classified as a public health emergency and/or otherwise determined to be a pandemic or an epidemic by the World Health Organization or by the European Union or any organ thereof or any other cause or event (whether of a similar or dissimilar nature), or other natural physical disaster, structural damage, failure of power supplies, riot, crowd disorder, war, act of terrorism, civil commotion or any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority, including all decisions taken by government, administrative or judicial authorities that are binding upon STH and/or DCL and that have an impact on the organization of the Tournament. For the avoidance of doubt, changes in applicable laws shall not constitute an event of Force Majeure unless such changes in applicable laws arise directly from or are directly related to one of the preceding types of events;

Match means a tennis match which forms part of the Tournament, including without limitation, any attractions, warm-ups, practices, pre-Match, post-Match or between-inning activities, promotions or competitions offered in connection with the Match;

Package Fee means the price of the relevant Experience Package, which is inclusive of taxes, but exclusive of duties and charges imposed or levied in connection with the supply of the Experience Packages (including, but not limited to, any postage and/or packaging) which shall be paid by the EP Purchaser in addition to the Package Fee as detailed on the Experience Package Website or in the invoice issued by STH;

Prohibited Conduct means the conduct listed under clauses 42 – 46;

Prohibited Items means all the items prohibited under the Ticket Terms and Conditions;

STH Agent means an entity appointed by STH to sell Experience Packages;

STH Group means Sports Travel and Hospitality Limited a company incorporated under English law (Company No. 07322743) with its registered office at One Southampton Row, London WC1B 5HA, England, Sports Travel and Hospitality Australia Pty Ltd a company incorporated under Australian law (ACN 638 319 543) with its registered office at Suite 2 – Level 12, 276 Flinders St Melbourne VIC 3000; and Sports Travel & Hospitality New Zealand Limited a company incorporated under New Zealand law (company no. 3880562) with its registered office at Level 6, 2 Kitchener St, Auckland 1141.

Ticket means a ticket giving right of entrance to a particular Match or Match day at a particular Venue in accordance with the information stated thereon and use of which shall be subject always to the Ticket Terms and Conditions (contained at Appendix 2 and which are incorporated into these Experience Package Terms);

Ticket Terms and Conditions means the 2026 BNP Paribas Open Ticket Terms and Conditions for the Tournament contained at Appendix 2 to these Experience Package Terms;

Tournament means the 2026 BNP Paribas Open;

Tournament Website means the official website of 2026 BNP Paribas Open;

Venue means all areas, including the stadium, grounds and facilities in which or where a Match is taking place or is scheduled to take place and for which a Ticket is required in order to obtain access and/or attend, including all entrances, exits, gates and other official areas; and

Venue Rules and Regulations means the rules and conditions which are applicable in the Venue in which the Match is taking place. The Venue Rules and Regulations shall be a) available to view on the Tournament Website, and b) displayed at the entrance of each Venue;

2. TRAVEL EXPERIENCE PACKAGE TERMS AND CONDITIONS

Terms

These Travel Experience Package Terms and Conditions ("**Travel Package Terms**" or "**Terms**") govern all travel packages for the 2026 BNP Paribas Open ("**Event**") incorporating the supply of a Ticket with: (i) Accommodation; and/or (ii) a Return Travel Mechanism ("**Travel Package**").

In purchasing or using a Travel Package from STH, you and your Guests utilizing a Travel Package shall be bound by and shall comply with the provisions contained in these Terms. Further, you and all Guests utilizing a Travel Package shall be bound by and comply with the Ticket Terms and Conditions issued by the Rights Holder of the Event which are set out in Appendix 2 ("**Ticket Terms and Conditions**").

Collectively, the Terms, the Ticket Terms and Conditions and any terms and conditions in respect of your Accommodation shall be known as the "**Customer Agreement**". Accordingly, you must ensure that you have read and understood the provisions of the Customer Agreement before purchasing Travel Package(s).

Please be aware that these Travel Package Terms (and the Customer Agreement) contain waivers of, and limitations on, STH 's liability as well as waiver of class action and venue selection and notice clauses.

KEY PAYMENT TERMS

100% of the Package Fee is payable at the time of booking and is **non-refundable** except in the case of cancellation pursuant to clause 2.13.

NOTE: In the event that you cancel your booking, other than pursuant to clause 2.13, the cancellation fees in clause 13.1 will apply.

1. **Definitions**

1.1 The defined terms in relation to these Terms are set out in Appendix One.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3 Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 Where the context dictates in these Terms, the singular shall include the plural and vice versa and any gender includes the other gender.

2. **Orders and Price**

Offline Orders

2.1 Travel Packages will be available to purchase through STH or through an STH Agent. Where the Travel Package(s) requested are available, STH or the STH Agent shall send you a Booking Form by email along with these Travel Package Terms and the Ticket Terms and Conditions (attached at Appendix 2). You must complete and sign the Booking Form and return the signed Booking Form to STH. Subject to the continued availability of the relevant Travel Package(s), on receipt of the signed Booking Form, STH shall issue you with an email confirmation. Upon the dispatch of a confirmation by STH to you, a binding contract shall form between you and STH .

2.2 STH shall send you an invoice for the Package Fee in respect of the Travel Package(s) listed in the Booking Form as soon as reasonably possible following the dispatch of a confirmation.

2.3 If a Travel Package is purchased sixty (60) days or more before the Event, the Package Fee will be due and payable in full within fifteen (15) days from the date STH issues the invoice to you.

2.4 If a Travel Package is purchased less than sixty (60) days but more than thirty (30) days before the Event, the Package Fee will be due and payable in full within seven (7) days from the date STH issues the invoice to you.

2.5 If a Travel Package is purchased thirty (30) days or less before the Tournament, the Package Fee will be due and payable in full within twenty-four (24) hours of the date STH issues the invoice you.

Online Orders

2.6 Travel Package(s) are available to purchase online via the Experience Package website at https://indianwells.sportstravelhospitality.com/ ("**Experience Package Website**").

2.7 When purchasing a Travel Package on the Experience Package Website the Package Fee will be due and payable in full at the time and point of submitting an order.

2.8 On receipt of the order, a confirmation will be sent to you directly to the email provided. Upon the dispatch of a confirmation to you, a binding contract shall form between you and STH

2.9 Any payment delay, bank issues, technology errors, failure, or default (including an authorization failure based on the information requested from you during the purchase process) to pay in full will automatically lead to the cancellation of the proposed order for Travel Package(s). The Travel Package(s) concerned will be made available to other purchasers and any sums already paid by you (if any) will be reimbursed.

Travel Package Order Requirements

2.10 The number of Travel Packages available for purchase for each type of Travel Package are limited. The number of Travel Packages that you may purchase for the Event will be determined by us in our sole discretion.

2.11 STH shall be under no binding commitment to provide any Travel Package in relation to an Order for purchase, unless and until STH dispatches a Confirmation to you.

2.12 Please note that for contractual reasons, the Package Fee cannot be itemized. The Package Fee only includes the services specified in your itinerary. Any personal incidental costs incurred during travel are excluded.

2.13 Prices are based on supplier costs, exchange rates, taxes, levies, and surcharges at the time of publication. Prices are subject to change due to currency fluctuations,

inflation and/or increase in supplier costs and regulatory charges at any time until full payment is received. If we advise you that the price of the Package has changed substantially pursuant to this clause 2.13, you have the right to cancel your booking in accordance with clause 13.3 and we will refund your Package Fee to you.

2.14 Any amendment made to the Travel Package at your request within 60 days of travel may incur an administrative fee, in addition to any fees charged by suppliers. No changes are permitted within 14 days of the travel date.

2.15 Please note that STH cannot be held responsible where the position or perceived quality of your seat at the Event does not meet your personal expectations.

3. **Payment**

3.1 If the Package Fee is not received by STH in full, STH shall be entitled (but not obligated, in its sole discretion) to terminate the Customer Agreement with immediate effect.

3.2 You must be aged eighteen (18) years or above in order to purchase a Travel Package.

3.3 All prices and any other charges quoted by STH under the Customer Agreement are inclusive of taxes (unless explicitly stated otherwise) but exclusive of any other duties and charges imposed or levied in connection with the supply of Travel Package(s) (including, but not limited to, and any postage and/or packaging) which shall be additionally payable by you.

3.4 All prices, unless otherwise specified, are stated in United States Dollars (USD) per person.

3.5 You acknowledge that not all payment cards will be accepted by STH.

4. **Accommodation**

4.1 While we will do everything possible to secure your preferred room request with the hotel, we are unable to guarantee these requests due to limitations on the number and types of rooms available.

4.2 Hotel and facility descriptions on the Experience Package Website and other publications are based on current hotel guides and information provided by suppliers and may change at any time. Pictures may not show the particular room, décor, view, or other specifications included in your Travel Package.

4.3 Security deposit bonds or credit card imprints may be required by hotels. These are usually requested by the hotel at the time of check-in.

4.4 STH will not be responsible for any costs charged by hotels due to damage caused by you or your Guests, or for the return of any part of a security deposit bond payment.

4.5 You shall indemnify and hold STH harmless from and against all claims, costs, losses, damages, expenses, demands and liabilities suffered or incurred by STH as

a result of a breach by you (or your Guests) of these Terms or in connection with, resulting from, or arising out of any and all acts or omissions of you (or your Guests).

5. **Delivery of Travel Packages**

5.1 Provided the Package Fee and full amount of any other charges has been received in full by STH in accordance with clause 3 of these Terms, STH shall deliver the Package Documents and Tickets you in a manner that will be notified to you prior to the commencement of the Package.

5.2 Notwithstanding clause 5.1, if the Package Documents and Tickets are to be delivered to your physical address, it shall be your responsibility to arrange for an authorized representative to be present at the delivery address given to us by you to receive the relevant Package Documents and Tickets, and to notify STH of any change to such delivery address within a reasonable time prior to the scheduled delivery.

5.3 In the event that you do not provide adequate notice of a change in delivery address, STH will not be responsible for any costs, damages or losses you incur in the event the Package Documents and Tickets are sent to the original delivery address designated by you.

5.4 You must immediately inspect the contents of the Package Documents and Tickets delivered to you and shall notify STH immediately in the case of any mistake.

5.5 STH shall not be liable to you for any failure or delay in delivery of the Package Documents and/or Tickets that is not attributable to STH.

6. **Passport and visa requirements**

6.1 If your Travel Package includes services fulfilled outside of the country you are travelling from, you will need a current passport that must be valid for at least six months after your return to the country you departed from. Many countries require a minimum number of blank pages in your passport book. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

6.2 You must check passport, visa, immigration, health, and customs regulations and requirements well in advance, including any requirements to be vaccinated. It is your responsibility to ensure you have the correct documentation to allow your entry overseas and/or return to the country you departed from. You can find out if your international destination requires a visa at https://www.usa.gov/visas-citizens-traveling-abroad.

6.3 It is your sole responsibility to obtain and carry a valid passport, visa(s), inoculations, and all other documents to ensure you meet all of the requirements for entry into the destination country. STH will not be liable in any way if you are declined permission to enter into any country or destination. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: http://www.tsa.gov/traveler-information/acceptable-ids. Air travelers with identification

(ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel.

6.4 Official travel advice issued by the US Government is available by visiting their website at https://travel.state.gov/content/travel.html, https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/ and http://www.cdc.gov. We recommend that you review this information both prior to making your booking and prior to departure. Travelers are also encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's website, as this list is updated from time to time: http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements.

6.5 Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of $250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples include Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radioactive materials. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative. Restrictions on hazardous materials and other prohibited items are listed at: http://www.tsa.gov/traveler-information/prohibited-items.

6.6 We bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' respective passports. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. Please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections.

6.7 YOU ACKNOWLEDGE ANY FAILURE TO STRICTLY COMPLY WITH THESE REQUIREMENTS MAY RESULT IN DENIED BOARDING OR AN UNDUE DELAY AT AN AIRPORT SECURITY CHECKPOINT CAUSING TRAVELER TO MISS FLIGHT(S), AND SUBSEQUENT SCHEDULED EVENTS. STH BEARS NO RESPONSIBILITY FOR ADVISING AND/OR OBTAINING REQUIRED TRAVEL DOCUMENTATION FOR YOU, OR FOR ANY DELAYS, DAMAGES, AND/OR LOSSES INCLUDING MISSED PORTIONS OF YOUR VACATION RELATED TO IMPROPER DOCUMENTATION OR GOVERNMENT DECISIONS ABOUT ENTRY.

7. **No sponsorship rights or association with the Event**

7.1 You expressly acknowledge and agree that the purchase of Travel Package(s) does not grant you (nor any Guest) any marketing or promotional rights with respect to STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event.

7.2 You must not and shall procure that each of your Guests shall not, unless you or any of your Guests are entitled to by virtue of an agreement with the Rights Holder itself,

hold yourself out as a sponsor of, use any intellectual property connected with (including, without limitation, the official emblem, designations and mascots of the Event), or otherwise associate yourself or your Guests name in any manner whatsoever with the Event (or part thereof), STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event.

7.3 You must not (and shall procure that your Guests shall not) as a material condition of this Customer Agreement whether before, during or after the Event:

i. use the Travel Package(s) (or any element thereof) for marketing or promotional purposes (including, without limitation, for use as a prize in competitions, lotteries, draws, charity promotions or sweepstakes); or

ii. conduct any promotional, advertising or marketing activity in connection with STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event.

7.4 You agree that neither you, your Guests nor any of your clients (as appropriate) shall have any right to promote themselves or their trade or business in any part of the Venue or otherwise associate themselves with STH, the Event, the Rights Holder or any commercial partners or stakeholders of the Event or Rights Holder, unless expressly authorized by STH in writing. For the avoidance of doubt and without limitation to the generality of the foregoing, no corporate identification of you, your Guests or your clients (or any of them (as appropriate)) shall be permitted unless expressly authorized in writing by STH.

8. **Travel Package Changes**

8.1 Because Travel Packages are planned several months in advance, we may occasionally need to make changes to Travel Package inclusions. We reserve the right to make changes to your itinerary at any time.

8.2 We will advise you of changes to your Travel Package(s) at the earliest possible date.

8.3 Some suppliers of the services included in your Travel Package(s) reserve the right to cancel or amend the services they provide. As such, STH will use reasonable endeavors to provide alternative services, however we cannot be held responsible for any such changes imposed by the supplier.

8.4 STH reserves the right to substitute or amend a Travel Package (including without limitation any seats, areas or services initially allocated to you or pricing of packages) if such amendment is required:

i. in order to comply with local applicable laws in force during the Event; or

ii. in order to reflect changes made by the Rights Holder or Venue Operator in connection with the staging of the Event or the provision of the Travel Packages. In such circumstances, STH shall notify you of the details of the new Travel package.

9. **Conduct**

9.1 Each of the Travel Packages purchased by you are provided subject to the Customer Agreement.

9.2 You shall be responsible for notifying each Guest of the provisions of the Customer Agreement including without limitation the Ticket Terms and Conditions. You shall procure the full compliance of your Guests with the Customer Agreement including without limitation the Ticket Terms and Conditions.

9.3 You shall (and shall procure that your Guests shall) at all times comply with all directions and instructions of the competent authorities at all of the Venues at which they attend an Event (including, without limitation, the police).

9.4 Any breach of the Customer Agreement (including, for the avoidance of doubt and without limitation, the prohibitions on resale, transfer and commercial use) may result in the cancellation of the relevant Travel Package(s) purchased by you.

9.5 Without prejudice to the foregoing, you agree to use your best endeavors to ensure that your Guests comply with all rules and safety regulations established at each Venue and Accommodation.

9.6 You acknowledge that if you and/or your Guests are disruptive to the Event or the enjoyment, comfort or safety of other spectators (whether because under the influence of alcohol, narcotics or otherwise) you and/or your Guests (as applicable) may be refused admission or removed by the Rights Holder and/or Venue Operator.

9.7 If you or any of your Guests fails to comply with clauses 9.2, 9.3, 9.4 or 9.5 or if the Rights Holder and/or Venue Operator removes you or your Guests pursuant to clause 9.6, you and/or your Guests (as applicable) shall have no right to a refund from STH and STH shall not have any liability whatsoever to you or your Guests.

9.8 You and your Guests shall at all times comply with all applicable laws in relation to the use of the Travel Package(s).

10. **Ambush Marketing**

10.1 You and your Guests are forbidden from using, possessing, selling or distributing any Prohibited Items in the Venue. If you and/or any of your Guests is found with any such Prohibited Items, the Rights Holder and/or Venue Operator may remove such items and/or remove you and/or your Guest (as applicable) from the Venue and/or refer you and/or your Guest (as applicable) to local authorities for investigation. If you and/or your Guest is removed in such circumstances, then you (including the relevant Guest) shall not be entitled to any refund and neither STH or the Rights Holder shall have any liability to you and/or your Guest as a result.

10.2 Without prejudice to clause 10.1, you and your Guests are strictly prohibited from possessing, selling or distributing any kind of promotional or commercial items in the Venue (including, without limitation, drinks, food, souvenirs, clothes and flyers). The Rights Holder and/or Venue Operator may remove such items and/or remove you or your Guest (as applicable) from the Venue. If you or your Guest is removed in such circumstances, then you (including the relevant Guest) shall not be entitled to any refund and neither STH or the Rights Holder shall have any liability whatsoever to you or your Guest as a result.

11. **Travel Package Restrictions**

11.1 You represent and warrant that you are purchasing the Travel Package(s) for use by you and your Guests only. You shall not be entitled to resell, exchange or make available to any other person the Travel Package(s) or any element of the Travel Package(s) (including, without limitation, the Tickets).

11.2 You acknowledge that any Package Documents or Tickets (and any access/parking passes) that are damaged, defaced or unreadable may not be accepted by the Venue Operator for admission to the Venue or Accommodation.

11.3 STH shall not replace or reimburse you in respect of any lost, stolen, damaged, destroyed or defaced Package Document or Tickets (and any access/parking passes), save where the same occurs as a result of the negligent act or omission of STH.

11.4 There will not be any refund for any unused portion of a Travel Package. If you arrive late to any part of the Travel Package, we are not liable for any missed portions of your Travel Package or denial of entry at the Venue or Accommodation.

12. **Delay, Postponement and Cancellation of the Event**

12.1 The times, dates and places of the Event or any part thereof may be modified without notice to you as a result of inclement weather conditions, unforeseen circumstances (including, without limitation, Force Majeure, safety and security concerns or a decision from the Rights Holder, the Venue Operator or any other competent authority). STH has no control over the running of or timings of the Event or any part thereof.

12.2 If the Event or any part thereof is cancelled (including being held behind closed doors or at a reduced capacity), postponed or relocated for any of the reasons referred to in clause 10.1, the Ticket Terms and Conditions shall apply. If a refund of the Ticket price is permitted in accordance with the Ticket Terms and Conditions, STH shall provide the refund directly to you as the purchaser of the Ticket from STH; provided however, that STH shall not be required to refund the cost of your Accommodation or any booking or operational expenses or other costs expended by STH prior to the date of cancellation (including, but not limited to, any postage and/or packaging).

12.3 Where a refund is sought, you must bring this to the attention of STH as soon as reasonably possible upon becoming aware of the cancellation, postponement or relocation.

12.4 If your Travel Package has already commenced prior to the Event being cancelled, the rest of the Travel Package will be unaffected by the Event cancellation and we will continue to provide you with the agreed services.

12.5 You are advised to take out insurance to cover the risk and costs associated with a delay, interruption, rescheduling or postponed or cancelled Event. All entitlements to refunds under this clause 12 are subject to you making a claim against any applicable travel insurance policy that you have obtained in the first instance. STH will not provide any refunds for amounts already covered under your travel insurance policy. If you choose to travel without adequate insurance coverage, STH will not be liable for any of your losses howsoever arising, for which insurance coverage would otherwise have been available.

12.6 You acknowledge that governments, either at local or national level, may impose border restrictions or any other Covid-19 restrictions at any time. In the event covid-19 restrictions are imposed by any government at a local or national level, STH will not be liable for any additional costs incurred by you as a result of the restrictions, including but not limited to, the cost of quarantine or isolation at a managed isolation facility and/or any additional accommodation, travel and incidental expenses not included in your Travel Package.

13. **Cancellation by you**

13.1 If you decide to cancel a Travel Package, other than cancellation in accordance with clause 2.13, you remain liable to pay 100% of the Package Fee.

13.2 Most of our arrangements with suppliers are non-refundable and we are under no obligation to pursue any of our suppliers for refunds.

13.3 Should you decide to cancel under clause 2.13, you must exercise your right to do so within 14 days of the issue date printed on your revised invoice. On receipt of your notification that you wish to cancel, we will refund your monies to you in full, and we will have no further liability to you.

13.4 Once your package services have commenced, refunds will not be provided where due to illness or personal choice you do not utilize part of or all of the Travel Package inclusions.

14. **Liability**

14.1 SAVE AS EXPRESSLY PROVIDED IN THESE TERMS, ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

14.2 WHERE YOU PURCHASE TRAVEL PACKAGE(S), YOUR STATUTORY RIGHTS ARE WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW, AND THESE TERMS SHALL CONTROL

14.3 OTHER THAN THE SPECIFIC REMEDIES AVAILABLE TO YOU REFERRED TO ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, STH SHALL NOT BE LIABLE TO YOU (OR ANY OF YOUR GUESTS) BY REASON OF ANY REPRESENTATION, OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR UNDER THE TERMS OF THE CUSTOMER AGREEMENT, FOR ANY CONSEQUENTIAL LOSS OR DAMAGE, ANY LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR BUSINESS OR LOSS OF FUTURE BUSINESS OR LOSS OF ENJOYMENT OR OTHERWISE, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (AND WHETHER CAUSED BY THE NEGLIGENCE OF STH, ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF TRAVEL PACKAGE(S) (INCLUDING TICKETS) OR THEIR USE.

14.4 SUBJECT TO CLAUSE 14.8, STH'S TOTAL LIABILITY TO YOU AND YOUR GUESTS IN CONNECTION WITH YOUR TRAVEL OR THESE TERMS, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR

OTHERWISE SHALL IN NO CIRCUMSTANCE EXCEED THE PACKAGE FEE PAID IN RESPECT OF THE AFFECTED TRAVEL PACKAGE(S).

14.5 You shall be responsible for all damage caused by you, your Guests and any other persons under your control.

14.6 You shall indemnify, defend, release, and hold STH harmless from and against all claims, costs, losses, damages, expenses, demands and liabilities suffered or incurred by STH as a result of a breach by you (or your Guests) of the Customer Agreement or in connection with, resulting from, or arising out of any and all acts or omissions of you (or your Guests), or in connection with any Force Majeure.

14.7 You agree that the personal arrangements of you and your Guests in connection with the Travel Package(s) (including, without limitation, travel) are entered into by you and your Guests at your own risk and that neither STH nor the Rights Holder shall be liable for any costs, losses, loss of enjoyment or wasted expenditure (including, without limitation, any indirect and/or consequential loss or damage) suffered by you or your Guests.

14.8 Nothing in this Customer Agreement is intended and nor shall it be construed as an attempt by any party to exclude or limit its liability for death or personal injury caused by its gross negligence, fraud or fraudulent misrepresentation or for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

14.9 STH does not provide, own, manage, operate, supervise or control the travel services and products that may be provided as part of your Travel Package, such as eateries, activities (e.g., events, exhibits), transportation (e.g., flights, transfers) accommodations (e.g., hotels), or travel insurance ("**Travel Products**"). All Travel Products are owned, controlled, operated, or made available by independent third parties such as airlines and hotels ("**Suppliers**"). STH and its owners, employees, affiliates, agents, and representatives ("**Representatives**") use third party Suppliers to arrange your Travel Package and all other services related thereto. STH is an independent contractor and is not an owner of, or engaged in a joint venture with, any of these Suppliers. All Suppliers are independent contractors of STH. The Supplier's terms, conditions and privacy policies apply to your Travel Package so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; to the fullest extent provided by law, STH does not bear any responsibility should anything go wrong with your Travel Package or during your travel. Hence, as the traveler, you agree that STH acts only as an agent for you in acquiring transportation, accommodations, and other Travel Products, privileges or services for your benefit, and on the express condition that STH shall not be responsible for any act, omission, negligence, bankruptcy, insolvency or default of any Supplier, company or person engaged in or responsible for any Travel Products, or otherwise in connection therewith. Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections. Further, all tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither STH nor its Representatives are or may be liable for any loss, injury, or damage to any traveler

or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of STH including in the event any third-party providers or healthcare professionals seek to assist with medical or other help, and we are not liable for any costs or missed activities in relation to said assistance. STH assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; STH assumes no responsibility or liability for personal property; and STH shall be relieved of any obligations under these Terms in the event of any Force Majeure, except as expressly provided herein. STH accepts no responsibility for lost or stolen items. STH reserves the right to refuse any traveler or potential traveler at its sole discretion.

14.10 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION, WHETHER IN COURT OR IN ARBITRATION, AGAINST STH. ALL CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS CUSTOMER AGREEMENT MUST BE BROUGHT SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. NO COURT OR ARBITRATOR MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, OR OTHERWISE PRESIDE OVER ANY FORM OF A CLASS OR REPRESENTATIVE PROCEEDING, UNLESS AGREED TO IN WRITING BY ALL PARTIES, INCLUDING STH IF ANY PORTION OF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE OR INVALID, THE REMAINDER SHALL CONTINUE TO BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW AND YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT NO CLAIMS WILL BE CONSIDERED AND THAT YOU WILL NOT BRING SUIT AGAINST STH UNLESS YOU HAVE FIRST PROVIDED A WRITTEN NOTICE OF CLAIM TO STH WITHIN THIRTY (30) DAYS AFTER THE EVENT OR CANCELLATION OF THE EVENT, FURTHER PROVIDED THAT YOU AGREE TO FILE SUIT WITHIN ONE (1) YEAR OF THE INCIDENT AND YOU ACKNOWLEDGE THAT THIS EXPRESSLY LIMITS THE APPLICABLE STATUTE OF LIMITATIONS TO ONE (1) YEAR.

14.11 TO THE FULLEST EXTENT PERMITTED BY LAW, ON THEIR OWN BEHALF AND ON BEHALF OF ANY REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND ANY OTHER PERSON OR ENTITY THAT MAY BE ENTITLED TO MAKE A CLAIM ON THEIR BEHALF, YOU WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE STH WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, (A) THIS CUSTOMER AGREEMENT, (B) YOUR TRAVEL PACKAGE, OR (C) THE EVENT, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) IN WHOLE OR IN PART, THE SOLE, JOINT, OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY, OF STH, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH TRAVEL OR FORCE MAJEURE AND ATTENDING THE EVENT, INCLUDING, WITHOUT LIMITATION (A) ALL SPECTATOR CLAIMS (AS DEFINED IN THE TICKET TERMS AND CONDITIONS); (B) ALL CLAIMS FOR PERSONAL INJURIES, WRONGFUL DEATH OR EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE BY HOLDER, ANY ACCOMPANYING PARTIES, OR OTHER INDIVIDUALS EXPOSED TO COVID-19 OR OTHER COMMUNICABLE DISEASE

BY YOU OR ANY ACCOMPANYING PARTIES; (C) ALL CLAIMS IN CONNECTION WITH ANY SECURITY SEARCHES OR SCREENINGS OF, OR THE APPLICATION OF ANY HEALTH AND SAFETY RULES TO YOU; AND/OR (D) ALL CLAIMS FOR INVASION OF PRIVACY, DEFAMATION, VIOLATION OF ANY RIGHT OF PUBLICITY, RIGHT OF PRIVACY OR ANY OTHER CAUSE OF ACTION ARISING OUT OF THE PRODUCTION, REPRODUCTION, DISTRIBUTION, TRANSMISSION, PUBLICATION, PUBLIC PERFORMANCE, BROADCAST OR EXHIBITION OF ADVERTISEMENTS, PROMOTIONS, CONTENT, PROGRAMS AND/OR MATERIALS IN WHICH RECORDINGS OR PHOTOGRAPHS OF YOU FROM THE EVENT MAY APPEAR (COLLECTIVELY, THE "RELEASED CLAIMS"). BY UTILIZING THE TRAVEL PACKAGE OR ATTENDING THE EVENT, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF ANY REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND ANY OTHER PERSON OR ENTITY THAT MAY BE ENTITLED TO MAKE A CLAIM ON YOUR BEHALF, ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO STH TO THE FULLEST EXTENT PERMITTED BY LAW.

14.12 The travel that you are undertaking in connection with the Event, and attending the Event, inherently involves risks. These risks include, but are not limited to, risk of injury or death from: force majeure, motor and conveyance vehicle collisions, water related activities, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including Event staff, players, mascots, other attendees, STH and its Representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, illnesses caused by COVID-19 (or other pandemics, infectious diseases, etc.), physical excursion for which you are not prepared or other such accidents; being struck by flying tennis balls entering the stands; being hit by broken tennis racquet or pieces of tennis racquets that fly into the seating areas; injuries resulting from objects or debris related to the Event; bodily injury resulting from crowd movement, such as moving to and from seats, crowded aisles, or enthusiastic fan celebrations; noise or sound levels related to crowd cheer, PA systems, or music; general hazards inherent to the Venue (e.g., walking up or down steep aisles, uneven surfaces); maintenance or security activities or equipment in the Venue (e.g., netting installations, moving equipment); the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; equipment malfunctions; or a lack of safety features and/or failure to utilize any safety features. Traveler understands the description of these risks is not complete and acknowledges that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this Event and in consideration of the services provided by STH, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel and is voluntarily participating in said travel with the knowledge that there are significant dangers involved and hereby agrees to accept any and all risks. FURTHER, TRAVELER HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF ILLNESS, INJURY OR DEATH AND OF THE NEGLIGENCE OF STH AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE STH AND ITS REPRESENTATIVES FROM

ANY AND ALL CLAIMS ASSOCIATED WITH THE EVENT, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF STH AND/OR ITS REPRESENTATIVES, AND TRAVELER HEREBY COVENANTS NOT TO SUE STH AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING STH . THIS AGREEMENT ALSO BINDS YOUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. THE TERMS OF THIS HOLD HARMLESS AND RELEASE OF ALL LIABILITY PARAGRAPH, SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE TRAVEL PACKAGE TERMS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

15. **Termination Events**

15.1 You shall only be entitled to terminate the Customer Agreement in accordance with clauses 2.13, 13.1 and 13.3 of these Terms. Except for these cases, you may not withdraw an offer of, cancel or terminate the Customer Agreement in any case.

15.2 Without prejudice to any other rights STH may have, STH may terminate the Customer Agreement with immediate effect if:

i. you fail to make payment in accordance with clause 3; or

ii. in STH 's reasonable opinion, you or any of your Guests is, or is likely to be, in breach of clauses 7, 10.1, 10.2 or 11.1.

a) Either party may terminate a Customer Agreement with immediate effect if:

15.3 the other party is in material breach of any term of these Terms and such breach is not capable of remedy;

15.4 the other party is in material breach of any term of these Terms and (where capable of remedy) such breach is not remedied within thirty (30) days of written notice to do so; or

15.5 the other party becomes subject to an Insolvency Event.

15.6 If notice of termination is given by STH to you pursuant to clause 15.2 or 15.3, STH may, in addition to terminating the Customer Agreement:

i. require that you immediately pay any money due to STH;

ii. cancel all your Orders confirmed by STH pursuant to clause 2 prior to the date of termination;

iii. be regarded as discharged from any further obligations under the Customer Agreement; and

iv. pursue any additional or alternative remedies provided by law, except as otherwise provided in the Customer Agreement.

15.7 Termination of the Customer Agreement shall not affect the rights or liabilities of either party accrued prior to termination or any terms intended expressly or by implication to survive termination.

16. **Notices**

16.1 Any communication to be given in connection with these Terms shall be in writing in English and shall either be delivered by hand or sent by first class post or email to the address of the relevant party. The parties shall notify each other of such details at the time of your booking. In the case of a change in your contact details, you shall promptly notify STH of the changed details. In the case of a change in STH 's contact details, these shall be posted on its website.

16.2 A communication sent according to clause 16.1 shall be deemed to have been received:

i. if delivered by hand, at the time of delivery;

ii. if sent by first class post or courier, on the second day after posting; or

iii. if sent by email, at the time of completion of transmission by the sender.

16.3 If, under the preceding provisions of clause 16.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9.30 am to 5.30 pm on a day other than a Saturday, Sunday or public holiday in the United States (Business Day), it shall be deemed to have been received at 9.30 am on the next Business Day.

17. **Entire agreement, no waiver, and amendments**

17.1 The Customer Agreement constitutes the whole agreement and understanding between the parties with respect to the subject matter of the Customer Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to the subject matter of the Customer Agreement. you acknowledge that you have not entered into the Customer Agreement in reliance on any statement or representation, whether or not made by STH, except in so far as the representation has been incorporated into the Customer Agreement.

17.2 No amendment to the Customer Agreement shall be effective unless made in writing and signed by the parties or their duly authorized representatives.

18. **Severance**

18.1 If any provision of the Customer Agreement is declared invalid or unenforceable by any court or authority of competent jurisdiction:

i. all other provisions of the Customer Agreement shall remain in full force and effect and shall not in any way be impaired; and

ii. the parties shall meet and agree to a replacement provision which is as close as is legally permissible to the provision found invalid, or unenforceable.

19. **Force Majeure**

19.1 STH shall not be liable to you or any Guest for its inability to perform any obligations under the Customer Agreement caused by a Force Majeure Event.

19.2 If the relevant Force Majeure Event continues for a period of thirty (30) days or longer, STH may terminate the Customer Agreement (provided that such Force Majeure Event is continuing at the date of termination), and you may claim a refund;

provided however, that STH shall be allowed to deduct an amount equal to any booking or operational expenses or other costs expended by STH prior to the date of cancellation from the amount to be refunded hereunder.

19.3 Unless the Customer Agreement is terminated pursuant to clause 19.3, STH shall notify you promptly when performance of its obligations under the Customer Agreement resume.

20. **Personal Information**

20.1 STH is the business that controls the use of the personal information which is collected about you (and your Guests) in connection with the administration of any Travel Package purchased from STH.

20.2 The personal information which STH collects includes your (and your Guest's) name and any other details you provide (or is provided on your behalf), such as contact details and any dietary requirements or mobility restrictions.

20.3 STH will use your (and your Guest's) personal information for the purposes of facilitating the booking of Travel Packages in accordance with these Terms and may share such data with the Rights Holder in connection with the organization and delivery of the Travel Package.

20.4 Where personal information is shared with the Rights Holder such personal information will be processed in accordance with the Rights Holder's privacy policy. Further information about how the Rights Holder protects your privacy and shares or uses your personal information can be found by accessing their privacy policy https://sportstravelhospitality.com/privacy-policy-indian-wells/

20.5 Provided you have specifically granted consent when you place your Order, your personal information can be used in order to provide you with marketing materials from STH and/or the Rights Holder (as applicable).

20.6 Where any requests are made to STH in relation to any mobility or dietary requirements you (and your Guests) may have, such requests will be deemed as your (and/or your Guest's) consent for STH to use or share such information relating to your (and/or your Guest's) mobility or dietary needs to enable STH to attempt to facilitate such requests.

20.7 For more information regarding your rights under applicable data protection and privacy laws and the handling of personal information in relation to the purchase of Travel Packages, please consult the STH Privacy Policy. You and your Guests agree that personal information collected from you and your Guests in relation to the purchase of Travel Packages will be treated in accordance with the provisions of the STH Privacy Policy.

20.8 If you have any questions about how STH collects, shares or uses your personal information, or about the STH Privacy Policy, please contact UKandIE@sodexo.com. For details of your rights regarding your personal information including the right to lodge a complaint with a supervisory authority, please refer to the STH Privacy Policy.

21. **Rights of Third Parties**

21.1 Any person (other than the Rights Holder, the Venue Operator or any authorized person) not party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

22. **Conflict**

22.1 If there is any conflict or ambiguity between the terms of the documents listed:

i. these Terms;

ii. the Ticket Terms and Conditions; and

iii. any Accommodation terms and conditions;

a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

23. **Governing law and jurisdiction; Survival**

23.1 The Customer Agreement shall be governed by and interpreted in accordance with the laws of Delaware. The parties hereby submit to the non-exclusive jurisdiction of Delaware courts.

23.2 The terms and conditions hereof which by their nature extend beyond termination of the Customer Agreement or these Terms shall survive the expiration or termination thereof/hereof to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

APPENDIX ONE – DEFINITIONS

In these Terms, the words and expressions set out below shall, unless the context otherwise requires, have the following meanings:

Accommodation means the accommodation that forms part of your Travel Package;

Event means the 2026 BNP Paribas Open;

Force Majeure Event means any event or circumstances beyond the reasonable control of STH (including, but not limited to, industrial or civil disputes, war, governmental action, decision by the Rights Holder or Venue Operator, riot, fire, flood, drought, other natural disaster or act of God, riot, crowd disorder, civil commotion, military operations, explosion, structural damage, terrorism (including the threat of terrorism) and epidemics, legislation, regulation, ruling or omission, shortage of power supplies, strike, lock-out, boycotts or other industrial action, etc.;

Guest means any guest utilizing a Travel Package purchased by you;

Insolvency Event occurs when:

- a party becomes insolvent or is unable to pay its debts as they fall due;
- an order is made or resolution passed or purported to be passed for liquidation of a party, or a liquidator, a receiver, statutory manager, or similar official, is otherwise appointed to that party;
- a party suspends or threatens to suspend payment of its debts
- a party ceases to trade or carry on the whole or substantial part of its business;
- any security is enforced against the whole or a material part of a party's assets or undertaking; or
- any other insolvency event or proceeding analogous to any of the foregoing occurring in relation to a party in any foreign jurisdiction;

Package Documents means some or all of the following as provided by STH, the Rights Holder and Accommodation as part of the Travel Package(s): (a) presentation wallet; (b) itinerary; (c) Venue location map; (d) car park pass (where applicable); and (e) any accommodation booking details;

Package Fee means the price of the relevant Travel Package;

Prohibited Items means those items listed in the Ticket Terms and Conditions;

Return Travel Mechanism means, where applicable, the travel element of your Travel Package to and from the destination of the Event.

Rights Holder means Desert Champions LLC, a California limited liability company of 78-200 Miles Avenue Indian Wells, California 92210;

STH Agent means an entity appointed by STH to sell Travel Packages;

Tickets means tickets for the Event;

Ticket Terms and Conditions means the 2026 BNP Paribas Open Ticket Terms and Conditions for the Event contained at Appendix 2 to these Travel Package Terms;

Travel Package means a package including a Ticket combined with either Accommodation and/or a Return Travel Mechanism which is sold by STH to you;

you, your or **traveler** means the end-customer that purchases (or otherwise obtains) Travel Package(s) from STH;

Venues means the location(s) at which the Event is taking place; and

Venue Operator means:

- the owner and/or operator of a Venue and their personnel;
- stewards or other officials at a Venue; and
- police officers or other law enforcement or security officials at a Venue.

APPENDIX 2

2027 BNP PARIBAS OPEN
TICKET TERMS & CONDITIONS

https://www.axs.com/about-purchase-agreement_US_v6.html