

## **PBA Membership Terms and Conditions**

**The following sets forth the terms and conditions which govern a membership subscription in the Professional Bowlers Association (“PBA”). Each PBA member shall abide by and adhere to these Terms and Conditions as a condition to their membership in the PBA. If you do not wish to abide by and adhere to these Terms and Conditions, you cannot be a member of the PBA. Any and all prior terms, conditions, agreements, understandings or commitments concerning a membership in or relationship with the PBA is hereby superseded and restated by these Terms and Conditions. These Terms and Conditions are the sole and exclusive terms which control over any prior or contemporaneous terms, conditions, agreements, understandings or commitments, whether oral or written, implied or express, concerning a membership in and a member’s relationship with the PBA.**

### **1. General**

Bowlero Sports and Entertainment Holdings, LLC, its subsidiaries and affiliated companies and properties (collectively, “Company”) owns and operates the PBA. The PBA is a membership organization and not a legal entity. By being a member of the PBA, you hereby agree to all of these Terms and Conditions.

### **2. Member**

As used herein, “member” or “you” (or words of similar correlative meaning) means any individual who subscribes as a member of the PBA in any capacity, class, level or function in any way, manner or form, including by registration as a member of the PBA whether or not such initial subscription was made in the past, concurrently herewith, or hereinafter. As a member, you hold no other rights or privileges other than as expressly set forth in these Terms and Conditions. Your rights as a member are solely and exclusively governed by these Terms and Conditions. You are not, and you forever disclaim all rights as, an agent, representative, fiduciary, owner, member, stockholder, equity holder, officer, director, manager, employee, consultant or any other legal or statutory rights designations, in each case, of the PBA, the Company or any of its affiliates. You have no authority to bind the Company or PBA in any manner. You will not hold yourself as an agent for the Company or PBA in any capacity. Your membership is not transferable or assignable.

### **3. Governing Terms**

You also agree to any bylaws, policies, procedures, rules, constitutions and standards from time to time adopted by the PBA, which governs the PBA, a PBA activity, or which governs your membership. You can obtain a copy of the same upon request. We may also provide you a copy by other means from time to time, including on the Company’s website. You also agree to any rules, terms and conditions adopted by the PBA which govern any contests, competitions, tournaments, sweepstakes, games, activities, or matches in which you participate, register or enter in connection with the PBA or membership in the PBA (“PBA activity”). You can obtain a copy of the same upon request. We may also provide you a copy by other means from time to time, including on the Company’s website. You also agree to Company’s website terms of use (<https://www.bowlero.com/terms>) and privacy policy (<https://www.bowlero.com/privacy-policy>), provided these Terms and Conditions will control and govern in the event of any conflict therewith.

The bylaws, policies, procedures, rules, constitutions, terms, conditions, terms of use, privacy policies, standards, PBA member categories, and PBA member benefits referenced herein are collectively hereinafter referred to as the “Governing Standards” all of which are incorporated herein by reference. As used herein, “Terms and Conditions” shall mean these Terms and Conditions, including the Governing Standards. Company reserves the right, in its sole discretion, to cancel, terminate, modify, change, add to, eliminate, extend or suspend some or all of these Terms and Conditions for any reason with or without notice. If such items were initially available online, Company will use its commercially reasonable efforts to post the same, as amended, modified or otherwise changed. Regardless, a member’s continued membership in the PBA shall constitute member’s acceptance and agreement to be bound by such items, as amended, modified or otherwise changed.

All determinations as to the enforcement of these Terms and Conditions shall be made by Company in its sole and absolute discretion, and is final and nonappealable. Members fully and unconditionally agree to be bound by these Terms and Conditions and the decisions of the Company, which will be final and binding in all matters relating to the PBA. Decisions as to the management, administration and operation of the PBA are under the sole and exclusive control of the Company.

#### 4. PBA Member Benefit

Your membership in the PBA entitles you to specific benefits (“PBA member benefit”). The current description of PBA member benefits are available here (<https://www.pba.com/pba-benefits>). No other benefits or rights are afforded to you as a member. As stated above, PBA member benefits may be changed, modified, revoked, added or eliminated with or without notice to you. Certain PBA members may have different or additional PBA member benefits than other PBA members depending on their category of membership in the PBA (“PBA member categories”). You will only be provided the PBA member benefits which corresponds to your PBA member category. You will not be entitled to any PBA member benefit which corresponds to a PBA member category that is not your PBA member category.

#### 5. PBA Member Categories

Some of the PBA member categories may include PBA Pinsider, Full Pro Membership, Standard Pro Membership, PBA Junior Membership (under 18)(basic), PBA Junior Membership (under 18)(premium), 24 Membership, and International Membership and such other memberships as may be determined from time to time at the sole discretion of Company. Members of such PBA member categories (other than PBA Insider, PBA Junior and such other PBA member categories designated in writing by PBA from time to time in its sole discretion) shall be considered “PBA Pro Members.” Some PBA member categories have age limitations – you will abide by such age limitations, and a member of a PBA member category represents at all times that such member adheres to the age limitations for such PBA member category. If a member is under eighteen (18) years of age, then the individual who registers or subscribes for a membership represents and warrants that he/she is (i) the parent or legal guardian of such member, (ii) is duly authorized to enter into these Terms and Conditions as a binding agent, fiduciary or representative on behalf of such member, and (iii) jointly and severally liable for, and bound by, all of the agreements made as to such member hereunder, including the payment obligations hereunder. If you have a membership with the Professional Bowlers Association, LLC prior to the date hereof, your acceptance of these Terms and Conditions (or your continued receipt of the PBA member benefits) shall hereby constitute your agreement to automatically convert your prior membership into the PBA member category to which the Company determines in its sole discretion to best correspond to your prior membership, unless you notify the Company in writing within five (5) days of such conversion

that you disagree with such conversion and wish to terminate your membership with the PBA. Your sole and exclusive remedy in such case is to terminate your membership with the PBA if you disagree with such conversion. If you do not terminate your membership within such 5 day period, you will be deemed to have agreed to such conversion and you will abide by these Terms and Conditions as applicable to as converted PBA member category.

As stated above, PBA member categories may be changed, modified, revoked, added or eliminated with or without notice to you. Your PBA member category will be determined based upon the membership you choose to subscribe for upon registration with the PBA (or in the case of a prior membership, the PBA member category to which you are converted into from a prior membership category upon the effective conversion date as determined by the Company upon sole discretion of Company). Notwithstanding anything to the contrary contained herein, no new PBA 24 memberships will be available or offered to any new member after the effective date of these Terms and Conditions. Only individuals with existing PBA 24 memberships prior to the effective date of these Terms and Conditions will have their memberships automatically converted into PBA 24 memberships pursuant to the terms hereunder.

## 6. Member Submissions

The Company may solicit or request information from members. Any information received by the Company or its affiliates or their designees from a member, whether in person or via any communication or delivery method, shall be considered property of the Company. Member agrees: (1) that disclosure and posting of any Works by member is voluntary, gratuitous, unsolicited and without restriction and will not place the Company under any fiduciary or other obligation, that the Company is free to use or not use any Works, and that the Company may disclose the Works on a non-confidential basis to anyone or otherwise use the Works without any additional compensation to member; and (2) the Company does not waive any rights to use similar or related works previously known to Company, or developed by its employees, or obtained from sources other than member. As used herein, "Works" means anything and everything submitted, delivered, given, uploaded, transmitted, communicated, or otherwise provided by the member during the time when such individual is a member, whether as part of the registration or otherwise, by or through any media, medium or channel, including but not limited to, information, videos, recordings, audio, designs, pictures, drawings, images, graphics, content, schematics, etchings, photographs, visuals, works, works of authorship, blueprints, diagrams, plans, prototypes, charts, creations, developments, ideas, know-how, models, inventions, techniques, systems, architecture, specifications, applications, flow charts, outlines, writings, pictorals, logos, mask-works, innovation, copyrights, patents, methods, trademarks, processes or any other intellectual property rights in any form of expression and proprietary rights therein or other information or property.

Member represents and warrants that member is the sole and exclusive creator of the Works and that no third party ownership rights exist to any Works. Member hereby agrees that all Works once submitted, delivered, given, uploaded, posted, transmitted, communicated, or otherwise shall constitute works made for hire owned exclusively by Company. If, by operation of law, the ownership of Works does not automatically vest in Company, member will take necessary steps to assign ownership to Company. Prior to any such assignment, member will hold such rights in the Works in trust for the sole right and benefit of Company and its affiliates. As a precaution against the event that a Work, or any element or component thereof, is by operation of law not considered to be a work made for hire, and to ensure the complete and absolute vesting of all rights, title, interests and intellectual property rights therein and thereto exclusively in Company, member hereby unconditionally and irrevocably

transfers, conveys, assigns, sets over, and quitclaims to Company and its successors and assigns all rights, title, and interests of every kind and nature, including, without limitation, all intellectual property rights, and every other proprietary right (including all renewal and extension rights with respect thereto) which member may have or hereafter acquire in the Work, or any improvement thereof, or any element or component of any of the foregoing, whether created by member, Company, or a third party, without any additional consideration free and clear of any liens or encumbrances. To the extent that moral rights or any other intellectual property right or interest cannot be assigned under applicable law, member hereby waives, to the maximum extent permitted by law, such rights and interests and consents to any action of Company or Company's successors, licensees, or assigns that would violate such rights and interests. If such Works are not by operation of law considered property owned by Company, member hereby is deemed to have given the Company authorization, permission, approval, consent to use, and an nonexclusive, unlimited, unconditional, perpetual, irrevocable, worldwide, royalty-free, fully-paid, sublicensable, transferable and assignable license to use, reproduce, distribute, display, duplicate, form a derivative work, access, store, copy, rearrange, sell, lease, rent, redistribute, modify, alter, archive, translate, create derivative works, loan, pledge, granting of a security interest, granting of a lien, encumber, convey, download, exchange, exhibit, perform, exploit, upload, transmit, broadcast, host, index, cache, tag, encode, compile, adapt, create a collection with, publish, or disassemble the Work, anywhere in the world, for any purpose, in or related to any and all media or distribution methods (now known or later developed). In such event, member shall protect and defend, at his/her own cost and expense, its interest in and to the Work from and against all claims, liens and legal processes and shall not assign, sell, encumber, use or transfer his interest therein in a manner which would adversely effect Company's rights thereto.

All rights granted or agreed to be granted by member hereunder to Company shall vest in Company automatically and immediately upon member's creation and submission, delivery or provision of an entry or registration and/or Work to Company, and shall remain perpetually vested in Company and its successors and assigns. Member shall, without any additional consideration, take all actions and execute and deliver all documents (and cause its employees, contractors, agents and representatives to do the same) as Company may reasonably request to effectuate the acknowledgment of ownership of the Work. Member shall not reuse the Work, or any intermediate or partial version thereof, or any derivative work based upon the Work without Company's express written consent, which consent may be withheld by Company in its sole discretion.

Company is not responsible for lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, misdirected, postage-due, technically corrupted or garbled entries or communication, or for problems of any kind whether mechanical, human or electronic.

## 7. Prizes

The prize(s) or awards that may be awarded to a member by the PBA whether part of a PBA activity or otherwise are not transferable, redeemable for cash or exchangeable for any other prize. If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion. In the case of unavailability of any prize, Company reserves the right to substitute a prize of equal or greater value. Prize(s) will be awarded up to approximately 8 weeks after confirmation of the affidavit is complete. All federal, state and local taxes are the sole responsibility of prize or award recipients. Company may require recipients to submit documentation to permit it to comply with all applicable state, federal and local tax reporting and all prizes will be net of any taxes Company is required by law to withhold.

A member is responsible for his/her own out of pocket expenses as a member of the PBA and in connection with any PBA activity, including handling, arranging or obtaining food, lodging, transportation or any other thing, matter or item in connection with any PBA activity.

#### 8. Notification

The potential winner(s) of any prize or award in any PBA activity will be notified by email, phone or other communication, and will be required to sign and return, where legal, a notarized Affidavit of Eligibility and Liability/Publicity Release within three (3) days of prize notification. If the winner is considered a minor in his/her jurisdiction of residence, Liability/Publicity Release must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. If any prize or prize notification is returned as undeliverable, if the potential winner cannot be contacted for any reason, if any winner rejects his/her prize or in the event of noncompliance with these Terms and Conditions, such prize will be forfeited and an alternate winner may be selected by the Company in its sole and absolute discretion from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. The potential winner is subject to verification by the Company, whose decisions are final and binding.

#### 9. Membership Conditions

Each member, on their behalf and on behalf of their heirs, executors, heirs, executors, administrators, trustees, legal representatives and assigns, unconditionally and forever hereby grant to Company and its employees, contractors, agents, licensees, successors and assigns the irrevocable, worldwide, royalty-free, unconditional and perpetual right: (a) to make or use audio, photograph, video, fixed works, or other recordings (collectively, "recordings") of member's and winner's name, address (city and state), image, sounds, likeness, photograph, picture, portrait, voice, biographical information, actions, expressions, and/or any statements made by each member and winner, including, without limitation, any voice, name, biographical information and likeness owned or controlled by any of them (collectively, "information sets") in connection with any PBA activity or PBA (in the case of a PBA Pro Member) for any purpose, and (b) to edit, make derivative works from, copy, distribute, exploit, broadcast, use and/or transmit such recordings and information sets in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Company deems appropriate in connection with any PBA activity or PBA (in the case of a PBA Pro Member) for any purpose. All rights of every kind in such recordings and information sets in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights), shall be solely owned throughout the universe in perpetuity by Company and its successors and assigns. The rights herein granted include, without limitation, all television rights, theatrical rights, home video and DVD rights, interactive cable rights, internet site rights, so-called "wireless" and mobile device rights (e.g., iPod, cellular phone, ringtones, mp3 player), digital distribution rights (e.g. streaming and download), computer-assisted media rights (including, without limitation, CD-ROM, CD-I, and other similar disc systems), merchandising rights, commercialization and exploitation rights, and rights relating to any other devices or methods now existing or hereafter devised, with respect to the use of information sets in and in connection with any PBA activity, the PBA and/or any derivative works thereof. All rights (including ownership and intellectual property rights) to such recordings and information sets are reserved in Company and are assignable, transferable and sublicensable. The Company has sole discretion to use or not use any such recordings and information sets without notice. No member, including any winner in any PBA activity, is

entitled to any proceeds, compensation, royalties, or other payment resulting from such recordings, information sets or the PBA activity or otherwise in connection with Company or its assignees usage rights hereunder whatsoever, except (a) with prior written notice to a PBA Pro Member, Company may provide a PBA Pro Member certain royalties in consideration for the use of such recordings and/or information sets in merchandise, products or other items (such license, "PBA Pro Member Product License"), and (b) a member may be entitled to rewards or prizes as one or more winners in a PBA activity. Any such recordings and information sets publicly distributed shall be subject to the Company sole and exclusive discretion. Member further agrees that Company may use all or any part of the information sets and recordings, and may alter or modify it, regardless of whether or not member is recognizable. Member further agrees that Company may use member's information set and recordings in connection with any marketing, promotion, publicity, advertisement, and/or merchandising.

Participation in a PBA activity (and in the case of a PBA Pro Member, being a PBA Pro Member) constitutes member's permission for Company, its successors, assigns and designees, to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each member in connection with the PBA activity or PBA (in the case of a PBA Pro Member) for any purpose without notice or additional compensation. Each member hereby irrevocably grants to Company, and those acting with its authority, the irrevocable, worldwide, royalty-free, unconditional and perpetual right and license to use entrant's name, address (city and state), photograph, likeness, voice, biographical and personal background information, statements, and PBA activity entry, and, without limitation, any notes, photograph, film, or video or audio tape, recordings that may be taken of member or of such materials (the foregoing, collectively, the "Content") in connection with the PBA activity or PBA (in the case of a PBA Pro Member) for any purpose, and, subject to a PBA Pro Member Product License, without further compensation, consideration, or notice or permission to member or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media).

Each member represents and warrants that (i) there are (and will be) no restraints or limitations upon Company's usage rights granted herein; (ii) there are (and will be) no third party agreements or arrangements preventing member from entering into and carrying out the obligations contemplated under these Terms and Conditions nor from granting Company the rights and benefits set forth herein; (iii) he/she will not at any time make any false, negative, defamatory or derogatory statements regarding Company, its personnel, agents, representatives, officers, directors, other members or its properties.

Member agrees to release and hold harmless Company, its advertising and promotion agencies and their respective parents, subsidiaries, affiliates and related entities, successors, licensees, assignees, directors, owners, managers, officers, shareholders, members, employees, contractors, agents and representatives, and any person or entity acting under, by, through or associated with any of them ("Released Parties"), from any and all claims, liability, loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in any PBA activity, or possession, acceptance and/or use or misuse of any prize or participation in any PBA activity and for any claims

based on publicity rights, defamation or invasion of privacy and merchandise delivery. Company is not responsible if PBA activity cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, pandemics, disease, governmental restriction, weather, acts of terrorism or events beyond reasonable control of Company. Members who do not comply with these Terms and Conditions, or attempt to interfere with a PBA activity in any way shall have their membership revoked without notice. Member will defend, indemnify and hold harmless any Released Party from any claims, proceedings, disputes, actions, investigations, damages, loss, liability, costs, penalties or expenses of any kind (including reasonable outside attorneys' fees and costs) arising from or in connection with any breach or alleged breach by member of its representations, warranties, covenants and/or obligations hereunder, and any acts or omissions undertaken by member in connection with a PBA activity.

Member who are winners of any PBA activity agree to: pose for photographs, videos and other recordings reasonably requested by Company, including but not limited to red carpet step and repeat photos, interacting with products, bowling and branded elements as well as photos with other guests and Company executives; be available for and participate in any pre-production or any televised portion of PBA activity, including recording of headshots, interviews and up close & personal feature content; be available for and participate in any interviews, including possible integration of "guest" commentary; not disclose any matters concerning a recorded televised broadcast of any PBA activity until such matters are broadcast; and cooperate in a reasonable manner at the direction and instruction of Company during all aspects of a PBA activity.

Member shall not (a) endorse, advertise, promote or market any product, service, merchandise, good or thing in connection with any PBA activity or bowling related activity, including making any communication (whether verbal or nonverbal) or placing any visible or audible words, logos, marks, pictures, emblems, symbols, sounds, noises or any other item on or in any clothing, apparel, tool, equipment, supply, or apparatus worn by or used by Member at any PBA activity or bowling related activity, except with the express prior written authorization of Company, (b) participate in any non-PBA televised and/or digitally streamed bowling activity while being a member of the PBA, or (c) do anything or be associated with anything, event, circumstances or matter which may, in the sole discretion of the PBA, cause, may cause or is likely to cause harm, loss, damage, or injury, whether actual, possible, or threatened, unto the PBA, Released Party or their properties or business, including any harm or damage to the goodwill, reputation or public perception of any Released Party, PBA, or their business or properties.

Each PBA Pro Member is also required to adhere to, comply with and perform certain other requirements as notified by the PBA or Company to a PBA Pro Member in writing from time to time which may include participation in media, promotion and sponsorship, and specific PBA activities. Such requirements include the terms and conditions set forth here (<https://rb.gy/s6z39i>) which are incorporated herein by reference.

A PBA Pro Member may be entitled to receive certain license fees as notified by an authorized representative of the PBA to a PBA Pro Member in writing from time to time. Such license fee is provided to a PBA Pro Member in consideration for only the PBA Pro Member Product License. In no event shall a PBA Pro Member be guaranteed a license fee or a certain amount of license fee. PBA may change or modify the license fee at any time with or without notice to PBA Pro Member. Except for such license fee in consideration for the PBA Pro Member Product License, no member shall be entitled

to receive any fee, compensation, pricing, payment, or consideration in connection with being a PBA member (other than prizes or awards as part of a PBA activity e.g., games, matches, tournament winners).

## 10. Additional Terms

Company, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit a member's ability to communicate, including any injury or damage to member's or any other person's computer relating to or resulting from membership or downloading any materials as a member.

Company reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend any PBA activity for any reason with or without notice, including if in its sole discretion it determines virus, bugs, non-authorized human intervention, fraud or other causes affect the integrity, administration, security, fairness or proper conduct or functioning of any PBA activity or the PBA. Company reserves the right, at its sole discretion, to rescind or suspend the membership of any individual, or may prohibit a member from participating in a PBA activity or winning a prize if, in its sole discretion, it determines that said member is attempting to undermine the legitimate operation of the PBA Activity by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other members or Company representatives or otherwise impairs or harms, or threatens to impair or harm, Company's business and operations, or otherwise fails to adhere to these Terms and Conditions or conducting himself/herself in a manner detrimental to the PBA activity or PBA in any manner.

CAUTION: ANY ATTEMPT BY A MEMBER TO DELIBERATELY DAMAGE ANY WEB SITE USED IN CONNECTION WITH THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by members, printing errors or by any of the equipment or programming associated with or utilized in any PBA activity; (2) technical, human or mechanical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or PBA activity; (4) technical, mechanical or human error which may occur in the administration of the PBA Activity or the processing of entries; or (5) any injury or damage to persons or property which may occur, directly or indirectly, in whole or in part, from member's participation in the PBA Activity or receipt or use or misuse of any prize. Your participation in a PBA activity as it your sole risk. Participation in a PBA activity may involve physical activity and inherent risks of which you assume in its entirety. No more than the stated number of prizes will be awarded in any PBA activity.

Except where prohibited, member agrees that any and all disputes, claims and causes of action arising out of or connected with these Terms and Conditions, any PBA activity or any prize awarded shall be



resolved individually, without resort to any form of class action, and exclusively by the United States District Court in the Southern District of the State of New York. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL LIABILITY OF COMPANY ARISING UNDER THESE TERMS AND CONDITIONS, A PBA ACTIVITY, A MEMBERSHIP OR A MEMBER'S RELATIONSHIP WITH THE PBA SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE PAID MONTHLY PRICE OF A MEMBERSHIP OF SUCH AGGREIVED MEMBER AND UNDER NO CIRCUMSTANCES WILL MEMBER BE PERMITTED TO OBTAIN AWARDS FOR, AND MEMBER HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, FUTURE INCOME OR OPPORTUNITY) AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND FURTHER HEREBY WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the member and Company, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Member agrees that remedies for any breach of these Terms and Conditions by Company will be limited to an action for damages and in no event will member be entitled to rescind or terminate these Terms and Conditions or to seek any injunctive or other equitable relief of any kind.

In the event of any conflict or inconsistency or ambiguity between these Terms and Conditions and another document or instrument, these Terms and Conditions shall govern and control. The Company shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any actual or threatened breach by member of his/her obligations under these Terms and Conditions (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) in a court of competent jurisdiction. If and to the extent that any court or tribunal of competent jurisdiction holds any provision of these Terms and Conditions to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of these Terms and Conditions shall not be affected thereby. Abiding by these Terms and Conditions constitutes a personal obligation of the member and may not be delegated to, assigned to or assumed by another individual. If any provision or provisions of these Terms and Conditions are held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. These Terms and Conditions represent the entire understanding of the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or negotiations, whether oral or written, implied or express. Any modification or waiver to these Terms and Conditions requires an express writing signed by an authorized representative of the Company. Company reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend these Terms and Conditions or any PBA activity for any reason with or without notice. You will not be entitled to a refund in these circumstances. If the terms of such items were initially available online, Company will use its commercially reasonable efforts to post the Terms and Conditions or terms of any PBA activity, as amended, modified or otherwise changed. Regardless, member's continued membership in the PBA shall constitute member's acceptance and agreement to be bound by the Terms and Conditions or terms of any PBA activity, as amended, modified or otherwise changed. The Company may be assign, transfer, pledge and convey in whole or in part at any time its rights and benefits hereunder without prior notice. The obligations of a member hereunder are personal to member and may not be assigned by member and any such assignment shall be null and void ab initio.

These Terms and Conditions survive the termination of your subscription. If the duration of, the scope of or any activity covered by these Terms and Conditions is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. The parties hereby acknowledge that these Terms and Conditions shall be given the construction that renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law. If any provision of these Terms and Conditions, or part thereof, shall be declared invalid, illegal or unenforceable, such provision or part thereof shall be severed and all remaining provisions shall continue in full force and effect. Headings contained herein are inserted for convenience only and are not intended to have any substantive significance in interpreting these Terms and Conditions. The rights and remedies afforded to Company provided by these Terms and Conditions are cumulative, and the exercise of any right or remedy by Company (or by its successor), shall not preclude or waive its right to exercise any or all other rights and remedies. Except as expressly set forth herein, nothing contained herein shall be construed or is intended to give any person, other than the Company and you, any legal or equitable rights or remedies in respect of or under these Terms and Conditions. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise. The language used in these Terms and Conditions shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

#### 11. Use of Data

Company may be collecting personal data about members online to the extent a website is used in connection with the PBA, in accordance with its privacy policy. Please review the Company's privacy policy as referenced above. Members hereby agree to Company's collection and usage of their personal information and acknowledge that they have read and accepted Company's privacy policy. By making any manual or electronic signature now or later which either incorporates or references these terms, member hereby agrees and acknowledges that such action constitutes member's signature which applies to and evidences member's agreement to these terms. Member may request to sign these Terms and Conditions manually without a fee.

If you have previously submitted any data or information to any predecessor of the PBA (e.g., the Professional Bowlers Association, LLC) you consent to the transfer to and use by the Company of such information. You are responsible for ensuring that such information is complete and accurate, including any payment, billing, and credit card information which may be used as part of your account.

You represent and warrant that all data and information submitted by you to the Company (including any predecessor of the PBA) is accurate and complete and will ensure such information and data continues to be accurate and complete at all times during your subscription period. Company disclaims all liability arising from any inaccuracies or incompleteness of such information and data so submitted by you.

#### 12. Payment

Only one (1) individual is entitled to the PBA member benefits of a single subscribed PBA member category. A membership may not be shared with another individual.

Company will process a member's purchase of a PBA product, offering, subscription or service, including a PBA member category (collectively, "PBA service") as promptly as possible. There may be delay in activation of a subscription or processing of a PBA service while payment details are verified. Company reserves the right to reject any order or purchase at any time. If your initial payment authorization is later revoked, your subscription or order will be terminated. Contact our Customer Care group if you believe your access was terminated in error. Unless specified otherwise in this Section, all charges are nonrefundable. When you purchase a PBA service, the price will be made clear during the order process. You agree to pay the price that is stated at the time of your order, as well as any applicable taxes. You also agree to the billing frequency stated at the time of your order. Discount eligibility is determined at the time of the order. Some PBA services have one-time registration or activation fees in addition to recurring fees. Discounts cannot be applied retroactively. All prices are in United States Dollars, unless otherwise stated. Company reserves the right to change prices and fees at any time. Company will notify you in advance if the rate/price of a PBA service changes from what was stated at the time of your order. You will have the opportunity to accept the new price or cancel your PBA service or purchase from that point forward. Applicable taxes may vary. Company is not able to notify you in advance of changes in applicable taxes. If a stated price is determined by Company in its sole discretion to be in error, Company is under no obligation to offer you the PBA service at that price. Company will notify you of the error and give you the opportunity to cancel your order and obtain a refund if payment has already been made.

Your subscription for a membership entitles you to only those PBA member benefits specified for your particular PBA member category, subject to change as provided herein. You may not have access to benefits of other members in a different PBA member category.

When you use your PBA service, you may incur other additional charges from third party service providers, such as telecommunications fees, data fees or service provider fees. You are responsible for paying any additional charges.

If you believe someone else has wrongfully used your membership or you are being charged for a product you do not have, please contact our Customer Care group.

### 13. Billing

Company will charge or debit your payment method at the beginning of your subscription or, if applicable, at the end of your free trial period. Billing will continue according to the cycle stated at the time of your order. Your subscription will renew automatically at the end of your subscription period based upon the same terms as your initial subscription for the same time period, and you will be charged in advance. When Company renews your subscription, Company will use the payment method currently associated with your account. If you redeem a gift subscription and choose to extend your subscription at the time of redemption, that subscription will renew automatically. In most cases, you will not be notified in advance of impending renewals and you expressly agree to waive the application of New York General Obligations Law section 5-903 and any similar laws. You hereby authorize Company to make all necessary charges or debits using the payment method currently associated with your account in accordance with this Section (e.g., credit or payment card).

When you change your subscription, you will receive a pro-rated credit toward your new subscription.

When you make a one-time purchase (for example, a standalone product), Company will charge or debit your payment method at the time of purchase. The currency in which you will be billed will be stated during the purchase process and is determined based on your billing address.

If your credit card expires or your payment method is otherwise invalid, your subscription or product will not automatically be terminated. You will remain responsible for all charges.

You will be responsible for all costs Company incurs in connection with the collection of unpaid amounts, including court costs, attorneys' fees, collection agency fees and any other associated costs.

#### 14. Promotions

Company may occasionally offer promotions. The specific terms of each promotion are stated at the time the promotion is offered. Each promotion may be different. Promotions cannot be combined.

You are required to provide your payment details when you sign up for a promotion. At the end of the promotion, your subscription will automatically renew at the rates displayed at the time of purchase.

Company will not notify you in advance that the promotion is about to end and Company will not notify you when your promotional rate has ended. To cancel and avoid being charged, you must notify Company before the promotion ends.

#### 15. Cancellation

When you cancel a subscription, you cancel only future charges associated with your subscription. You may notify Company of your intent to cancel at any time, but the cancellation will become effective at the end of your current subscription period and you are responsible and liable for all fees and charges through to the end of the current subscription period. You will not receive a refund for the current billing cycle. You will continue to have the same access and PBA member benefits of your PBA member category for the remainder of the current billing period.

Company reserves the right to make changes to any PBA service or PBA member benefit at any time with or without notice for any reason. If Company changes, reduces or eliminates the PBA service or your PBA member benefits, you will not receive a refund. Company reserves the right to issue refunds or credits at its sole discretion. If Company issues a refund or credit, Company is under no obligation to issue the same or similar refund in the future.

Effective: August 10, 2020