

New England Patriots Waitlist ("Waitlist") Member Agreement

By clicking "I Accept" you confirm that you have read these terms and conditions, that you understand them, and that you agree to be bound by them.

The New England Patriots established a season ticket waiting list (the "Waitlist") to give fans the opportunity to be the first in line to purchase season tickets as they become available and to receive other Waitlist amenities. This New England Patriots Waitlist Member Agreement (this "Agreement") describes your rights and obligations as a member of the Waitlist. Please read this Agreement carefully.

If you have any questions about any of these terms and conditions, please contact us at 508-543-1776 or e-mail tickets@patriots.com.

To join the Waitlist, you may complete the online registration now or download a physically mailable application at http://library.kraftsportsgroup.com/thelist_application_v4.pdf. There is a minimum of two seats and a maximum of four seats per Waitlist account. You may only register for one (1) Waitlist account per name. A deposit of \$100 is required for each seat requested. All deposits will be applied toward your account balance when you purchase season tickets. We require full payment (less deposit) at the time of season ticket purchase. Your deposit holds your place on the Waitlist, but it does not guarantee that you will be offered season tickets. Ticket availability is based on the renewal rates of existing season ticket holders. We will contact you when seats become available. After registering and making your deposit, there are no additional fees to hold your position on the Waitlist. You will remain a Waitlist member until you are offered season tickets, you request to be removed from the Waitlist in the manner set forth below, or your Waitlist membership is revoked pursuant to these terms and conditions. If you were previously a Waitlist member and requested to be removed from the Waitlist, you may not register for another Waitlist account until at least one (1) full calendar year after the date on which your most recent Waitlist account was terminated. If you were previously a Patriots season ticket holder and cancelled your season ticket holder account, you may not register for a Waitlist account until at least one (1) full calendar year after the date on which your most recent season ticket holder account was terminated.

As a member of the Waitlist, you may be offered the opportunity to purchase New England Patriots tickets, concert tickets and tickets to other Gillette Stadium events before such tickets are put on sale to the general public. For a full list of Waitlist benefits, please visit <http://www.patriots.com/tickets/season-tickets-amenities>. Please note that it may take up to two (2) weeks after registering for the Waitlist to receive certain benefits, including but not limited to special offers and e-newsletters. If you are an international Waitlist member, you acknowledge that you may not be able to utilize all Waitlist benefits.

If we reach your spot on the Waitlist, or if other ticket opportunities become available, you will be contacted by a Patriots Ticket Office representative. You may be contacted via telephone, physical mail or e-mail. For this reason, it is extremely important that you keep all contact information up-to-date with our Ticket Office. To update your phone number or e-mail address, log on to www.patriots.com/ticketexchange and select "Edit Profile" on the left side of the screen. To update your mailing address, we require two forms of documentation: (1) copy of state-issued form of identification (e.g. driver's license or passport and (2) a copy of a recent piece of mail received at the current address (e.g. utility bill). These documents can be submitted via fax at 508-698-1587.

The name that you enter on the application form is the name under which the Waitlist account will be established. The name may not be changed nor may the account be transferred. There can only be one (1) name per account. If you would like to give the Waitlist as a gift, please enter the gift recipient's full name, address, phone number and contact information, with the exception of their email address, in the appropriate sign-up fields on the application form. Wait List Members are notified via email once they have joined The List. Therefore, we ask that you fill out the application using your own email address, as this will ensure the gift recipient is unaware of the purchase and the account will be created in his/her name. By submitting the application form, you represent that (a) you are at least eighteen (18) years of age or older, (b) you have completed the form on behalf of yourself or the gift recipient, and (c) all contact information on the form is accurate and truthful. In the event that you misrepresent any information in (a)-(c) above, or violate any other term or condition of this Agreement, we reserve the right to remove your name from the Waitlist and retain your deposit.

You agree to notify us promptly of any change to your phone number or e-mail address using the procedure set forth above. If you have not notified us of any change to your phone number, physical address or e-mail address, you agree that your failure to provide us with the proper contact information is the lack of ordinary care on your part, and we will not be responsible for any loss that occurs as a result of this failure.

If you are offered season tickets, there are two possible methods of payment: Visa credit or debit card or personal check. We require full payment (less deposit) by the purchase deadline date sent with your season ticket invoice. You will be informed of the full payment amount and deadline date when we contact you that we have reached your spot on the Waitlist.

You may request that we remove your name from the Waitlist and refund your deposit at any time prior to our contacting you that you are eligible to purchase season tickets. Your refund request must be in writing and accompanied by a photocopy of reliable identification. Mail requests to: Gillette Stadium Ticket Office, One Patriot Place, Foxborough, MA 02035. Deposit refunds will be administered once per year, in June. All refund requests must be received prior to April 30 in order for you to qualify for a refund that year. If you remain on the Waitlist and we contact you that tickets are available for your purchase, you must purchase season tickets for those seat locations offered to you, or otherwise you will forfeit your position on the Waitlist as well as your deposit.

Your membership on the Waitlist may be revoked at any time prior to season tickets becoming available for your purchase. In addition, your deposit will be subject to forfeiture if you break any rule, regulation, or policy either (i) of the New England Patriots or Gillette Stadium, (ii) concerning any program, privilege, or benefit made available to Waitlist members, or (iii) concerning the terms and conditions of this Agreement. Importantly, if you provide us with any false and/or inaccurate contact information on the application form (i.e. name, address, phone number, and/or e-mail address) or fail to properly update such contact information, we reserve the right to remove your name from the Waitlist and retain your deposit.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions of such law. Any disputes in connection with this Agreement shall be resolved by arbitration before JAMS according to the rules of that forum, except you may pursue a claim in small claims court so long as the claim is pending only in that court, and so long as that claim is not joined with any other claim in any court. You specifically waive the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claim. You understand that the arbitrator's decision will be final and binding, and that other rights that you may have if you went to court may not be available in arbitration. If any provision hereof is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable in such jurisdiction, and shall be construed in order to carry out the intentions of this Agreement as nearly as possible. The invalidity or unenforceability of any provision hereof in one jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction. Waiver of any rights by the Patriots on one or more occasions shall not constitute a waiver of any such right on any other occasion.