

## 2026 Non-Football Event Ticket Terms

PLEASE READ CAREFULLY. THESE TERMS CONTAIN ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT IMPACT YOUR LEGAL RIGHTS.

Tickets to concerts, motorsports, soccer, college football and other non-Broncos game events at Empower Field at Mile High (together with its related stadium grounds, including parking lots, the “Stadium”) are revocable licenses that grant only a one-time entry into the Stadium and a seat, or if specified on the ticket, a standing location, for the specified event (the “Event”) with no right of re-entry. The purchaser and/or bearer of tickets to the Event, and any individual seeking entry to the Event through the use of a ticket, including minors and all other attendees accompanying any ticket bearer (on whose behalf the purchaser and/or bearer represents they are authorized to act for purposes of agreeing to these terms) (each of the foregoing hereinafter a “Holder”), agree that (i) such license is subject to these terms (“Terms”), and (ii) by purchase, acceptance and/or use of such license, each Holder is deemed to have read and understood the Terms, and agreed to be bound by them. Failure to comply with the Terms shall result in forfeiture of the license and all rights arising under it without refund and entitle Stadium Management Company, LLC and/or, if applicable, Denver Broncos Team, LLC (individually or collectively, “Management”) to pursue all legal remedies available. Admission may be refused or revoked and Holder may be ejected in Management’s sole discretion.

**ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY if admission is refused or revoked, Stadium capacity limitations result in ticket cancellation, or the Event is canceled and not rescheduled for any reason, or for any breach of the Terms, is a refund of up to the ticket price set by Management (“Face Value”). IN NO EVENT SHALL HOLDER BE ENTITLED TO ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THE TICKET.**

**ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THE TICKET OR THE EVENT SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN DENVER, COLORADO, REGARDLESS OF WHERE HOLDER RESIDES OR FROM WHERE THE TICKET WITH WHICH HOLDER SEEKS ADMISSION WAS PURCHASED. HOLDER AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. HOLDER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THEY ARE WAIVING THEIR RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST IMMEDIATELY LEAVE AND NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.**

The Event date and time (and gate opening) are subject to change at Management’s sole discretion, and no such change shall entitle Holder to a refund or other remedy at law or in equity if Holder cannot attend or for any other reason. Please also be aware that touring acts and their promoters and other representatives (“Event Hosts”) may impose additional ticket restrictions or terms. Holder may also be relocated in Management’s sole discretion, and no such relocation shall entitle Holder to a refund or other remedy if Holder is relocated to a seat of comparable Face Value. Tickets for accessible seats are intended for fans with disabilities and their companions. Management reserves the right to relocate and/or assign to a non-accessible seating location ticket holders who do not require accessible seating without refund or other remedy.

Holder must comply with all Event policies including without limitation policies addressing security and fan conduct, health and safety, and bags (“Event Rules”). Holder and Holder’s belongings may be searched or assessed. Prohibited items may be confiscated and Holder’s admission may be denied or revoked at Management’s sole discretion. Holder consents to such searches and assessments and waives all related claims. If Holder does not consent, Holder acknowledges Management has the right to deny or revoke Holder’s admission without refund. **Management and Event Hosts each reserve the right to deny or revoke the admission of, and to ban from future events, any person who either determines, in its sole discretion, poses a risk to the health, safety, or enjoyment of other attendees or whose conduct violates these Terms, any Event policies, or is otherwise disorderly (or complicit therein) without refund.**

Unauthorized entry into the field of play, stage or other restricted areas, interfering with the progress of any game or event, attempting any physical contact with an event participant, and/or any other disorderly conduct deemed dangerous, inappropriate, or in violation of the Stadium code of conduct or any other relevant security policies is strictly prohibited. Violators will be removed from the Stadium and subject to arrest and prosecution, forfeiture of ticket privileges, and other penalties including up to a lifetime ban. Violators may also be subject to civil penalties and/or fines, as well as financial liability for any damages, costs or injuries incurred as a result of such unauthorized entry or interference. Such conduct constitutes a serious breach of the Stadium’s safety and security protocols, and violators assume any and all risks associated therewith, including the risk of personal injury (including death), and the risk of loss or damage to personal property.

Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) in any form, any description or account (whether text, data or visual, and including, without limitation, play-by-play data) of the Event or related events (collectively, “Descriptive Data”) for any commercial or non-personal purpose; (2) any images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events (“Works”) for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events (“Livestreams”). Notwithstanding the foregoing, Holder agrees that by causing their ticket to be scanned upon entry to the Event, Holder shall be deemed to have signed the ticket and granted Management and the Event Hosts an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Works, Livestreams, and Descriptive Data. Holder grants irrevocable permission to Management, the Event Hosts, and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to use, publish, distribute and/or modify Holder’s image, likeness, voice, actions and statements in any medium including, without limitation, audio, video, or images of the Event for any purpose without further authorization or compensation, and waives all claims and potential claims relating to such use unless prohibited by law.

Any collection, use, and/or disclosure of Holder data in connection with Holder’s use of the ticket license, attendance at the Event, or use of the websites, mobile applications, and other online or offline services of the Stadium and/or Management, including without limitation use of the Stadium Wi-Fi network, (the “Services”), are subject to the Empower Field at Mile High’s Privacy Policy located at <https://www.empowerfieldatmilehigh.com/privacy-policy>, which provides greater detail on how Holder personal information may be used and how to exercise any rights Holder might have under applicable law. By using the Services, Holder acknowledges that they have read and understood the terms of the Empower Field at Mile High Privacy Policy.

**HOLDER KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS** incident to the Event and related events, including the risk of personal injury (including death), exposure to communicable diseases, viruses, bacteria or illnesses (including, e.g., COVID-19), or the causes thereof, or lost, stolen or damaged property, whether occurring before, during, or after the Event, however caused, and hereby waives all claims and potential claims relating to such risks, hazards and dangers.

**RELEASE, WAIVER & COVENANT NOT TO SUE.** On behalf of Holder and Holder’s Related Persons, Holder knowingly and voluntarily releases and covenants not to sue each of the Released Parties with respect to any and all claims that Holder or any of Holder’s Related Persons may now have accrued, or that hereafter accrue, whether known or unknown, against any of the Released Parties that relate to any of the risks, hazards and dangers described above or resulting from anything which has happened up to now, including without limitation any and all claims that arise out of or relate in any way to Holder’s or any of Holder’s Related Persons’ entry into, or presence within or around, the Event (including without limitation in parking areas or entry gates, or associated with locations near the field of play), in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. **HOLDER UNDERSTANDS THAT THEY ARE RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY HOLDER AND HOLDER’S RELATED PERSONS. TO THE EXTENT APPLICABLE, HOLDER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE AS AGAINST EACH RELEASED PARTY WITH REGARD TO CLAIMS RELEASED HEREBY AND ACKNOWLEDGES AND AGREES THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL PART OF THESE TERMS. HOLDER FURTHER ACKNOWLEDGES THE SIGNIFICANCE AND CONSEQUENCE OF THE RELEASE AND THE SPECIFIC WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE.**

As used herein:

- “Related Persons” means Holder’s heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Holder (which persons Holder represents have authorized Holder to act on their behalf for purposes of agreeing to the Terms, including the release herein), and other persons acting or purporting to act on Holder’s or their behalf.
- “Released Parties” means: (i) Stadium Management Company, LLC, Denver Broncos Team, LLC, the Event Host(s), and each of their respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and their employees) and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Stadium; (iii) all third parties performing services at the Stadium; and (iv) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, subcontractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.

## **Ticket Limits and Method of Purchase**

Management reserves the right to set a limit to the number of tickets a Holder can purchase, control, coordinate, manage and/or direct in connection with an Event (the “Authorized Limit”). Any purchase of tickets in excess of the Authorized Limit must only be purchased directly through the Stadium’s ticket office or from the Event Host, or otherwise will be subject to cancellation. The default Authorized Limit is four (4) tickets per Event, unless an Event expressly states that it has a different Authorized Limit. Management reserves the right to adjust or waive the Authorized Limit if Management determines in its sole discretion that individualized circumstances warrant such adjustment. Determinations of whether a Holder has complied with or violated the Authorized Limit are made by Management based on information available to it (e.g., account, household, credit card, email address, street address, other personally identifiable information, another tie or relation, etc.). A prospective purchaser shall not avoid the Authorized Limit by purchasing, controlling, coordinating, managing or directing ticket purchases through the use of agents, representatives or third parties; aliases; separate forms of payment; separate corporate entities; account(s) created for the purpose of, or used, to purchase tickets to hide or conceal the purchaser or Holder’s identity; fraud; or other means. Any attempt to avoid or purchase in excess of the Authorized Limit through the foregoing means is considered a violation of these Terms, and Management reserves the right to withhold distribution of, deactivate and/or cancel tickets and/or terminate any account determined by Management to have violated the same. Holder represents and warrants that Holder has the right to provide any information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) submitted by, through or at the direction of Holder to purchase or use a ticket, and that such information is accurate, consistent and not intended to mislead, deceive or otherwise circumvent any applicable law, regulation, rule or policy. Management reserves the right to enforce these Terms (e.g., Authorized Limit violation, representation and warranty violation, etc.), including, but not limited to, by refusing to sell tickets that would cause this policy to be violated, by withholding, revoking and/or cancelling (some or all) tickets associated with any account determined by Management to have violated this policy, and/or by terminating any account determined by Management to have violated this policy. Management also reserves the right to make determinations and exceptions to this policy (e.g., Authorized Limit, etc.) in their sole discretion.

## **Deceptive Trade Practices**

Colorado law restricts the purchase of tickets in excess of the applicable Authorized Limit for an online event ticket sale with the intent to resell. In accordance with Colorado Revised Statutes § 6-1-721(1)(a), it is a deceptive trade practice and unlawful, in the course of one’s business, vocation or occupation, to use or cause to be used “a software application that runs automated tasks over the internet to access a computer, computer network, or computer system, or any part thereof, for the purpose of purchasing tickets in excess of the applicable Authorized Limit for an online event ticket sale with the intent to resell such tickets” or use or cause to be used “a software application that runs automated tasks over the internet that circumvents or disables any electronic queues, waiting periods, or other sales volume limitation systems associated with an online event ticket sale.” Accordingly, Management reserves the right to withhold distribution of, deactivate, and/or cancel tickets purchased, and/or to terminate any account, determined by Management to have violated Colorado Revised Statutes § 6-1-721(1)(a) or any other similar applicable federal, state or local law. If Management exercises any such reserved rights (except where provided elsewhere in these Terms), as applicable, (i) Management will issue a refund to the original purchaser at the original point of sale for such cancelled tickets, or (ii) the original purchaser (or other person or entity on record) will immediately pay the outstanding balance of any amounts due to Management by them for any remaining (non-cancelled) purchased tickets that have not been paid for in their entirety.

## **Fraud and Misconduct**

It is hereby considered fraud, misconduct and a violation of Event Rules to: (i) use, or cause to be used, an internet website to display any combination of text, images, web designs or internet addresses, that causes such website to appear substantially similar to the internet website of the Stadium; (ii) advertise, offer for sale or contract for the resale of a ticket, or accept full or partial consideration for resale of a ticket, unless the applicable ticket matches the resale description as advertised; (iii) advertise, offer for sale or control for the resale of a ticket, unless such ticket that is the subject of a resale event is actually in the possession or constructive possession of the Holder which includes any person who has a written contract to obtain such ticket or the applicable ticket has been made available to the public by the Holder, including, without limitation, through a presale, fan club presale or any other promotional presale event; (iv) file a formal dispute with a card issuer, credit card company or bank to initiate a transaction reversal (e.g., chargeback, etc.) when there is not a legitimate dispute between the Management and Holder; (v) purchase tickets with a stolen credit card or fraudulent payment information; and/or (vi) provide any inaccurate, deceptive, inconsistent or otherwise misleading information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) to purchase and/or use a ticket (e.g., a Holder’s payment information and address on their account not matching, etc.). Management reserves the right to enforce these Terms, including, but not limited to, by refusing to sell tickets that would

cause this policy to be violated, by withholding, revoking and/or cancelling (some or all) tickets associated with any account determined by Management to have violated this policy, and/or by terminating any account determined by Management to have violated this policy. Management also reserves the right to make determinations and exceptions to this policy, in its sole discretion. THE AUTHORIZED SELLER OF TICKETS FOR THE STADIUM IS TICKETMASTER.COM. MANAGEMENT IS NOT RESPONSIBLE FOR ANY TICKETS PURCHASED THROUGH ANY THIRD PARTY. CONSUMERS SHOULD EXERCISE DUE DILIGENCE IN THEIR PURCHASE OF ANY TICKETS FOR EVENTS AT THE STADIUM THAT THEY DID NOT PURCHASE THROUGH TICKETMASTER.COM. MANAGEMENT IS NOT RESPONSIBLE FOR LOST, STOLEN, DESTROYED, DUPLICATED OR COUNTERFEIT TICKETS AND MAY REFUSE TO HONOR THEM.

**Non-Commercial Use; Violations of Law**

Tickets may not be used for, or in connection with, any form of commercial purposes including, without limitation, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming, without the express written consent of Management. Use of tickets in violation of these Terms or the law is strictly prohibited and will result in seizure, revocation and/or forfeiture of the license and all rights of Holder arising under it without refund.

**Severability Clause**

If any provision of this revocable license is determined to be invalid, illegal, or unenforceable, it shall be deemed severed and not affect the enforceability of any other provisions, which shall be enforced as if the revocable license did not contain the invalid, illegal, or unenforceable provision.