

[www.wrigleyrooftops.com](http://www.wrigleyrooftops.com); [www.wrigleyrooftopslc.com](http://www.wrigleyrooftopslc.com) Terms of Use

The following Terms of Use (this "**Agreement**") describes the terms and conditions under which the services of this WrigleyRooftops.com and WrigleyRooftopsLLC.com website and any url redirecting to the foregoing (collectively, this "**Website**") are provided. By accessing this Website and using any service provided by this Website, including but not limited to viewing any of its content or purchasing any ticket or merchandise, or utilization of any resources, information, content, materials and results or output derived from such services or products on the Website, you expressly agree to be bound by this Agreement, including the terms of our [Privacy Policy](#), and all applicable laws and regulations governing the use of this Website. In this Agreement, underlined terms serve as links to pages within this Website that contain important information concerning your use of our services. We encourage you to access and become familiar with these pages, including but not limited to our [Privacy Policy](#) as you read this Agreement. If you do not agree with this Agreement or Privacy Policy, then you are not authorized to use the Website.

The Website may revise and update these Terms of Use from time to time without notification to its users. Accordingly, we encourage our users to regularly check this Agreement for changes.

## **1. Introduction**

This Agreement, and use of the website, is an online service provided by Northside Rooftops, LLC d/b/a Wrigley Rooftops, a Delaware corporation (sometimes referred to herein as the "**Company**", "we" or "our") with a principal place of business in Illinois. The website consists of ticket services, which may include facilitation of the purchase or sale of tickets to live events, access to other ticket resources, and related content provided by the Company and by third parties for rooftops surrounding Wrigley Field, the historic ballpark located in Chicago, Illinois.

This Website is subject to the terms and restrictions contained herein and is for private personal use by consumers only ("**Users**"). Any other use or attempt to use this Website, or any of the services provided through this Website for commercial purposes (including the purchase of tickets for the purpose of resale), directly or indirectly, by you or by a third party is strictly prohibited.

## **2. Changes in Terms and Conditions**

The Company reserves the right to modify, suspend, or discontinue any aspect or feature of this Website, or this Agreement at any time. This includes but is not limited to, the right to change or discontinue any service provided by the Company, content displayed on this Website, hours of availability, and equipment needed for access or to use this Website, at any time. The Website shall not be liable to you or any third party for any modification, suspension, or discontinuance. The failure of The Website to exercise or enforce any right or provision

of these Terms of Use shall not constitute a waiver of such right or provision. Unless expressly stated otherwise, any new features that augment or enhance the current services provided through this Website also will be subject to the provisions of this Agreement.

### **3. Use of This Website**

This Website is the property of the Company and your access to this Website is with our permission. Any unauthorized access or use will be, among other things, a trespass, and we reserve the right to pursue our legal rights for any unauthorized access or use of this Website, including seeking civil remedies and equitable relief to the fullest extent possible, as well as referral of matters to appropriate law enforcement agencies.

You are prohibited from doing any act that has the effect of undermining the integrity of our system, this Website, our services and the method by which we provide our services to users.

As a material term of this Agreement, you expressly agree that you shall NOT do any of the following:

- Deploy or facilitate the use or deployment of any robot, spider, scraper or any other automated means, method or device to view, select or copy any content from this Website;
- Deploy or facilitate the use or deployment of any script, routine, program or any other automated means, method or device with respect to this Website for any other purpose, including but not limited to purchasing tickets;
- Deploy or facilitate the use or deployment of any program, system, means, method or device, for any purpose that places an unreasonable, unnecessary or excessive demand or load on this Website, its hardware and connections, or prohibits, denies or delays access to this Website by others;
- Purchase tickets to any event offered through this Website for the purposes of reselling those tickets, except as permitted by applicable law. If we determine that you are purchasing an irregularly large number of tickets to an event or multiple events, you may be required to contact our sales office in order to execute a group license. In the alternative, we reserve the right to presume that you are purchasing such tickets for resale purposes and at our sole election, we will cancel your transaction(s) and restrict your access to this Website;
- Download or copy any content displayed on this Website, including without limitation any photographic imagery or Chicago Cubs trademarks, for purposes other than preserving information for your personal use;
- Establish any deep link or other connection to any specific page or pages of this Website other than the home page, without Company's prior written permission; or

- Deploy or facilitate the use or deployment of any automatic or manual device, process or means to circumvent, avoid or defeat any of our security measures or systems.
- You expressly agree that you will use this Website only for lawful purposes. You will not post or transmit through this Website any material which: (i) violates or infringes in any way upon the rights of others; (ii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; (iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; (iv) creates or attempts to create any liability of the Company, (v) contains advertising or any solicitation with respect to products or services, unless we have approved such material in writing, in advance of its transmission; (vi) introduces any program, executable file or routine (such as a worm, Trojan horse, cancelbot, time bomb or virus) into our system for any purpose, irrespective of whether any such program or routine results in detrimental harm to our system or our data; or (vii) threatens the continuous services of our ISP's, suppliers and vendors.

Any conduct by you that in our sole discretion restricts, inhibits, or interferes with any other consumer from using or enjoying this Website is expressly prohibited.

#### **4. Payment and Fees**

If you decide to purchase tickets or other merchandise, you agree to all terms of such tickets printed thereon and to pay, in addition to the price for the ticket or merchandise, other fees and charges that we may impose, including but not limited to,, convenience fees, processing fees, method of delivery fees and other miscellaneous fees. The amount of each fee may vary, depending on the tickets or merchandise you purchase and the method you select to receive your tickets or merchandise.

Fees and charges, including (but not limited to) charges for issuance, convenience, handling, processing, shipping, delivery, (including but not limited to, charges for Federal Express or other courier delivery), and any other miscellaneous charges assessed by us represent, among other things, the costs we incur in providing our goods and services to you. The fees and charges we assess may be greater than our actual cost of providing those services, and we may retain a portion of all such fees and charges as profit.

Please review all pages displayed during your completion of a purchase. All fees and charges related to your transaction will be disclosed to you during the purchase process. If you do not agree to pay the fees or charges associated with your purchase, you may cancel your transaction. Once you agree to a transaction, the transaction is final, non-refundable, and non-cancellable for any reason. All sales are final.

All sales are final and NON-REFUNDABLE. Rooftop will provide a 100% refund for any playoff game booked by Patron that does not get scheduled and/or played (except for weather; see rain out policy). Refunds will be issued no later than four (4) weeks from the date is it

determined a playoff game will not be Scheduled and/or played.

## **5. Tickets/Rooftop Rules**

Each ticket purchased through the Website (a "Ticket") represents a non-transferable, non-renewable, revocable Ticket License (the "License") offered by the Company, subject to the terms and conditions set forth on the Ticket, the terms and conditions set forth herein, and any policies published by the Company from time to time. Payment by a Licensee (defined below) to the Company for Ticket(s) or use of the Ticket to access a rooftop operated by the Company constitutes Licensee's acceptance of a non-renewable, revocable License which permits the bearer the right to: (a) enter the publicly-accessible areas of the rooftop listed on the Ticket (or a substitute rooftop approved by Company pursuant to its policies) at times determined by the Company; (b) view the game identified on the Ticket from the rooftop; and (c) enjoy food and beverages made available by the Company. Notwithstanding the foregoing, the Company reserves the right to move or reseat any individual at any time as needed to ensure a safe and orderly game presentation, or otherwise in the event weather or other causes outside the control of the Company require the closure of one or more rooftops or sections. This License and Tickets are revocable at the sole and absolute discretion of the Company, with or without cause, including, but not limited to, failure to pay any amount when due. Without limiting the foregoing, Licensees are advised the Company may cancel any Ticket or revoke any License or take other appropriate action, including, without limitation, ejection and further legal action for conduct including, but not limited to: (a) any form of fraudulent activity; (b) the purchase of Tickets for the purpose and intent of reselling the Tickets on the secondary market; (c) use of Tickets for sweepstakes, contests and/or promotions without the prior written consent of the Company.

WARNING: ON OCCASION, HARD HIT BASEBALLS, BATS, FRAGMENTS THEREOF OR OTHER OBJECTS MAY BE THROWN OR HIT ONTO ROOFTOPS FROM THE NEARBY BALLPARK. PLEASE STAY ALERT AND BE AWARE OF YOUR SURROUNDINGS. The bearer of a Ticket assumes all risk incidental to the sport of baseball and any other event viewed from the rooftop to which any Ticket applies, whether occurring prior to, during or after the game or event, including (but not exclusively) the danger of being injured by or in connection with any broken or released bat, fragments thereof, or thrown or batted balls and agrees the Released Parties shall not be liable for injuries or loss of personal property resulting from such causes.

WARNING RE: COVID-19 AND OTHER INFECTIOUS AND/OR COMMUNICABLE DISEASES, VIRUSES, BACTERIA OR ILLNESSES. The bearer of a Ticket acknowledges and expressly assumes the risk and releases liability in any way related to or arising from being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "Communicable Disease") in and around any part of a rooftop or surrounding grounds or parking areas, to which a Ticket provides access. By holding a Ticket, the bearer acknowledges and confirms on his/her own behalf, and on behalf of any individual who uses a Ticket (including any minor children), both now and in the future, that he/she understands and expressly assumes the risk that he/she may be exposed to COVID-19 or other Communicable Disease. The Ticket bearer expressly understand that these risks include contracting COVID-19 or other Communicable Disease and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other Communicable Disease. The Ticket bearer further acknowledges and understands that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, including, but not limited to, COVID-19, that it cannot be guaranteed that he/she will not be exposed, and that as such, potential exposure to or contraction of COVID-19 or other Communicable Disease are risks inherent in his/her decision to use the Ticket that cannot be eliminated. The Ticket bearer further acknowledges and understands that, if infected with COVID-19 or other Communicable Disease, he/she may infect others he/she subsequently comes in contact with, even if he/she is not experiencing or displaying any symptoms of illness, and that the risk of spreading

COVID-19 or other Communicable Disease to others remains at all times. Accordingly, the Ticket bearer further agrees that he/she will not utilize any Ticket, or knowingly allow another person to utilize any Ticket, if within fourteen (14) days preceding the Ticketed event, he/she or the individual using the Ticket has/is:

- a) tested positive or presumptively positive for COVID-19 or other Communicable Disease or been identified as a potential carrier of COVID-19 or other Communicable Disease; OR
- b) experienced any symptoms commonly associated with COVID-19 or other Communicable Disease; OR
- c) traveled to a country that is subject to a U.S. State Department Level 4 "Do Not Travel" health advisory or a CDC Level 3 Travel Health Notice (each, a "Prohibited Country"); OR
- d) been in direct contact with or the immediate vicinity of (collectively, the "Encounter") any person who is either confirmed or suspected of being infected with COVID-19 or other Communicable Disease or who has travelled to a Prohibited Country within the fourteen (14) days preceding the Encounter; OR
- e) subject to any travel-based quarantine order by an applicable public health authority (including without limitation any Chicago Department of Public Health order); OR
- f) been advised by a healthcare provider or public health official or agency to self-quarantine during the applicable time period.

The Ticket holder agrees that this section is intended to be a binding and full waiver of claims and release of liability with respect to any controversy, claim or dispute that may arise out of or during use of this Ticket that is related to his/her presence at a rooftop or exposure to or the contraction of COVID-19 or other Communicable Disease.

SPECIFICALLY, THE TICKET HOLDER AGREES THAT HE/SHE, ON BEHALF OF HIM/HERSELF AND HIS/HER PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND AGREE NOT TO SUE THE COMPANY AND THE ADDITIONAL RELEASED PARTIES NOTED BELOW WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, USE OF THE TICKET, INCLUDING WITHOUT LIMITATION INJURY BY BASEBALL, BAT, FRAGMENT THEREOF OR OTHER OBJECT THROWN OR HIT ONTO THE ROOFTOPS, EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE FOLLOWING USE OF THE TICKET, OR DURING PARTICIPATION IN ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY THE ROOFTOP OR OTHER RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING ANY VENUE DURING ANY COMMUNICABLE DISEASE EPIDEMIC OR PANDEMIC, INCLUDING THE COVID-19 PANDEMIC. THE TICKET HOLDER FURTHER AGREES THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE, BY ANY OTHER INDIVIDUAL, INCLUDING BUT NOT LIMITED TO MINOR CHILDREN AND/OR FAMILY MEMBERS, AS A RESULT OF USING TICKETS AND/OR AS A RESULT OF THEM BEING EXPOSED TO COVID-19 OR OTHER COMMUNICABLE DISEASE BY THE TICKET HOLDER. TO THE EXTENT PERMITTED BY LAW, THE TICKET HOLDER FURTHER AGREES THAT IT IS HIS/HER INTENTION THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS BEING ENTERED BY HIM/HER ON HIS/HER OWN BEHALF, AS SET FORTH ABOVE, AND ALSO ON BEHALF OF ANY OTHER INDIVIDUAL WHO USES A TICKET.

This acknowledgement and express assumption of risk, waiver of claims, and release of liability is intended to be as broad and inclusive as is permitted by law. If any part of this provision is held to be invalid or

legally unenforceable for any reason, the remainder of this provision shall not be affected thereby and shall remain valid and fully enforceable.

In order to protect the health and safety of the Ticket holder and all others, the Ticket holder must comply with all Company policies, and all laws and policies of all applicable federal, state and city authorities, in each case respecting COVID-19 and other Communicable Disease.

The Company reserves the right, with or without refunding the face value of the Ticket, to revoke the License, refuse admission or eject any person whose conduct is deemed to be disorderly, who uses abusive language, who carries a weapon into the rooftop building, who the Company determines, in its sole discretion, poses a risk to the health or safety of others, and/or who fails to comply with the terms and conditions of the License. The Company reserves the right to inspect any bags, clothing or other articles prior to entry into the rooftop building and prohibit entry or require removal of any items which the Company deems inappropriate or potentially injurious to other patrons. Guests who appear under 30 years of age may be requested to present a second form of identification in order to prove they are of age to consume alcohol on the rooftop.

Ticket holder consents to health screenings and other precautions related to COVID-19 and other Communicable Disease that may be required as a condition for use of the Ticket while on the rooftop or surrounding grounds or parking areas, such as, but not limited to, distancing requirements and the wearing of masks in designated areas.

The bearer of the Ticket understands and agrees that, if asked, the Company will provide his/her reservation information to the Illinois Department of Public Health (IDPH), Chicago Department of Public Health (CDPH), and/or other public health entity with appropriate jurisdiction. The Company will only provide such information if it is requested for the purposes of necessary contact tracing or otherwise as required by law.

To the extent available, Wrigley Rooftops strives to provide all guests with a seat. However, seating is not reserved nor guaranteed, and some guests may not find available seats on the rooftop level.

BY USING THE TICKET, THE BEARER OF THE TICKET AGREES THAT: (a) HE/SHE SHALL NOT TRANSMIT OR AID IN TRANSMITTING ANY INFORMATION ABOUT THE GAME OR OTHER EVENT TO WHICH THE TICKET GRANTS ADMISSION, INCLUDING, BUT NOT LIMITED TO, ANY ACCOUNT, DESCRIPTION, PICTURE, VIDEO, AUDIO, REPRODUCTION OR OTHER INFORMATION CONCERNING THE GAME OR OTHER EVENT OCCURRING AT WRIGLEY FIELD (COLLECTIVELY, "GAME INFORMATION"); AND (b) THE COMPANY AND ITS AGENTS AND LICENSEES SHALL HAVE THE UNRESTRICTED RIGHT AND LICENSE TO USE THE BEARER'S LIKENESS IN ANY BROADCAST, TELECAST, FILM, AUDIO/VIDEO RECORDING OR PHOTOGRAPH TAKEN IN CONNECTION WITH THE GAME OR OTHER EVENT OR OTHER TRANSMISSION OR REPRODUCTION, IN WHOLE OR IN PART, OF THE GAME OR OTHER EVENT.

In the event of cancellation during a regular season game prior to the start of a game, a ticket for the makeup game will be provided to the attendee. No refunds or credits of any kind will be given and the contract shall be considered fulfilled. Food and liquor service will cease immediately upon this option. No refunds or credits will be issued. In the event of a rain delay, alcoholic beverage service will continue for up to 3 hours after the rooftop opening. Alcoholic beverage service will stop based upon rooftop discretion after 3 hours of being open. Parties are not considered cancelled unless the Chicago Cubs and/or Major League Baseball officially cancel the game.

In the event of the cancellation of a World Series game, no refunds or credit for any other game will be issued. The make up game scheduled by Major League Baseball (to replace the cancelled game) will be the only eligible game a rooftop Ticket holder may attend in its place.

Game times are Subject to Change by Major League Baseball.

**Football Game (Cancellation Policy):** In the unlikely event of a cancellation of the Game by the Game promoters or the Chicago Cubs, the Party shall be rescheduled on the day of the makeup Game. If no make-up Game is scheduled, full refunds shall be issued no later than 30-days from the cancelled game date.

**Football Game (Miscellaneous):** Doors to the facility will open one hour before the official start time of the Game announced by the Chicago Cubs and/or the Game promoters. In compliance with the City of Chicago Rooftop Ordinance, alcohol service must cease at the start of the 4th quarter of the Football Game.

Patron agrees that Rooftop has no control over the Field set up, and has no affiliation with the promoter of the Game. Rooftop cannot guarantee the quality or degree of sound or any other audio/visual sound or lighting effects related to the Game from the Rooftop. Patron agrees that Rooftop cannot guarantee nor confirm the sight lines of the Field. If Patron decides to cancel the event at any time, a full forfeiture of all monies on record will take place.

## **6. Links to Other Websites**

We may, from time to time, display icons, graphic or textual links to other websites, or display selected pages of other websites not affiliated with The Website. Any content, product or service provided by other websites is under the exclusive control of such third parties and not the Company. Your access to and use of any other Website, and any transaction in which you engage on any other website, is subject to the applicable user agreements and privacy policies of that website. By access and use of any other website, you expressly disclaim all liability of the Website and the Company with respect to your, or third party's actions on these other websites. The Company reserves the exclusive right and sole discretion to add, decline or remove, without notice, any icon or link to another website.

## **7. Electronic Communications**

By reserving tickets or otherwise communicating with us electronically, you consent to receive electronic communications from us regarding any purchase you make or any event to which you have purchased tickets. By consenting to accept electronic communications from us, you also agree that all agreements, disclosures and notices, including any updates to this Agreement, may be provided to you electronically and that an electronic communication from us satisfies any legal requirement that a communication be in writing.

In addition, when you purchase tickets or merchandise from us, you agree that you have established a business or personal relationship with the Company and you consent to receive email notices or advertisements from us in the future about events, products or services that may be of interest to you. If you are not interested in receiving email notices or advertisements from us, you should unsubscribe. Please consult our Privacy Policy for more information.

## **8. Ownership Intellectual Property**

Other than third party materials that the Website uses, the Website

owns all Website software, design, text, logos, designs, images, photographs, illustrations, audio clips, video clips, artwork, graphic content, and other copyrightable elements, including the selection and arrangement thereof, trademarks, service marks and trade names (collectively, the "**Website Elements**"). The Website Elements are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws. You agree not to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate any Website Elements to any third party (including, without limitation, the display and distribution of the Website Elements via your own or a third party website) without the Company's express prior written consent. You



further agree that you will not disassemble, decompile, reverse engineer or otherwise modify any software included in the Website Elements. Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable federal and state laws. The Company makes no, and expressly disclaims all, representations and warranties regarding your use of the Website Elements and whether such use infringes rights of third parties.

Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Website without the Company's written permission. Your use of the Trademarks displayed on this Website, except as provided in these Terms of Use, is prohibited.

### **9. Disclaimers, Limitation of Liability, Releases**

YOU AGREE THAT USE OF THIS WEBSITE IS AT YOUR OWN RISK. YOU WILL BE RESPONSIBLE FOR PROTECTING THE CONFIDENTIALITY OF YOUR PASSWORD, IF ANY. NEITHER THE COMPANY, ITS PARENT COMPANY, ITS MANAGEMENT COMPANY, ITS PAYMENT CARD PROCESSING AGENT, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS (COLLECTIVELY THE "**RELEASED PARTIES**"), REPRESENT OR WARRANT THAT YOUR USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS WEBSITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THIS WEBSITE. THIS WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATIONS OTHER THAN THOSE IN THIS TERMS OF USE DOCUMENTATION, OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THE DISCLAIMERS CONTAINED IN THIS AGREEMENT APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THE RELEASED

PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND YOU ASSUME THE RISK OF INJURY FROM ANY OF THE FOREGOING.

IN NO EVENT WILL THE RELEASED PARTIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR MAINTAINING THIS WEBSITE BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEBSITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU, BUT WILL APPLY, IN ANY

EVENT, TO THE MAXIMUM EXTENT POSSIBLE.

IN ADDITION TO THE TERMS SET FORTH ABOVE, THE RELEASED PARTIES WILL NOT BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OF, THE INFORMATION CONTAINED WITHIN THIS WEBSITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO ANY USER, OR FOR ANY CLAIMS OR LOSSES ARISING FROM USING THIS WEBSITE. NONE OF THE FOREGOING PARTIES WILL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

ANY LIABILITY THAT THE RELEASED PARTIES MAY HAVE TO YOU UNDER ANY CIRCUMSTANCES WILL BE LIMITED TO THE GREATER OF (A) THE TOTAL AMOUNT EXPENDED BY YOU WITH US DURING THE TRANSACTION GIVING RISE TO THE CLAIM; OR (B) \$100. IF YOU ARE A RESIDENT OF A STATE THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN THE FOREGOING PROVISION WILL NOT APPLY TO YOU.

#### **10. Equipment**

You will be responsible for obtaining and maintaining all telephones, Internet connections, computer hardware, and other equipment needed for access to and use of this Website and for any and all charges related thereto.

#### **11. Trademarks**

The Website takes great care in the development and protection of its trademarks, service marks and logos and reserves all rights of ownership of its trademarks, including but not limited to Wrigley Rooftops™.

Nothing contained in this Website should be construed as granting by implication, estoppel, or otherwise, a license or right to use any trademarks displayed on this Website without the prior written permission of the Company.

#### **12. Copyright Compliance**

To ensure compliance with the Digital Millennium Copyright Act ("DMCA") The Website will take action on receipt of notice of alleged copyright infringement. If you are a copyright owner or representative of the owner and believe that a user has submitted or uploaded material that infringes upon your United States copyrights, you may submit notification in accordance to the DMCA by providing The Website with the following information in writing:

- identification of the copyrighted work you claim has been infringed;
- identification of the claimed infringing material and information sufficient to permit us to locate the material on this Website (such as the URL(s) of the claimed infringing material);
- information sufficient to permit us to contact you, such as an address, telephone number, and, if available, an Email address;
- a statement by you that you have a good faith belief that the use is not authorized by the copyright owner, its agent, or the law;

- a statement by you, made under the penalty of perjury, that the above information in your notification is accurate and that you are the owner of an exclusive right that is allegedly infringed or are authorized to act on the owner's behalf; and
- your physical or electronic signature.

Please send all written correspondence of alleged infringements to:

Northside Rooftops LLC d/b/a Wrigley Rooftops

c/o Sheffield-Waveland Rooftops, Inc.

Privacy Administrator

3637 N Sheffield Avenue

Chicago, IL 60613

Phone: (773) 404-4678

Email: [admin@wrigleyrooftopslc.com](mailto:admin@wrigleyrooftopslc.com)

### **13. Our Content**

A portion of the content for this Website is supplied by third parties. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors. Neither the Company nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

### **14. Remedies**

Without limiting any other remedies that we may have available at law or in equity, upon our confirmation that you have breached any provision of this Agreement or the agreements referenced in this Agreement, we may, without notice, cancel any pending transactions you may have with us and restrict or deny your access to our Website and services, including any services we provide through channels other than the Internet. You acknowledge and agree that monetary damages may not be a sufficient remedy to the Company for a breach of this Agreement and you consent to injunctive or other equitable relief for any alleged breach.

### **15. Binding Arbitration**

Any dispute relating to or arising from your purchase of any tickets or other merchandise through this Website; or arising under this Agreement, in which monetary damages are being sought, will be resolved by binding arbitration conducted in accordance with the Commercial Rules of the American Arbitration Association. To the extent practicable, hearings will be conducted via telephone or other electronic means intended to facilitate a forum in which a hearing may be had. Any in-person arbitration proceeding will take place in Chicago, Illinois, USA. Upon conclusion of the arbitration, any court having jurisdiction over the matter may enter judgment on any award issued in the arbitration. Any legal proceeding will be adjudicated by

a court sitting in Chicago, Illinois, and you and the Company expressly consent to the personal jurisdiction of the State and Federal courts sitting in Chicago, Illinois.

#### **16. Indemnification**

You agree that you will, at your expense, indemnify, defend, settle, and hold the Released Parties harmless from and against all claims and expenses, including attorneys' fees, arising out of your use of this Website, including but not limited to any use of this Website that is not authorized by this Agreement. In addition you will pay any judgment awarded against us or any settlement agreed to by you, and any authorized expenses incurred by us. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with The Company in asserting any available defenses.

#### **17. Notices**

All notices regarding any matter pertaining to this Agreement, or the policies referenced herein, including any notice of claim, summons or subpoena will be given by first class mail, return receipt; or third party national overnight courier, and sent to:

Northside Rooftops LLC d/b/a Wrigley Rooftops

c/o Sheffield-Waveland Rooftops, Inc.

Privacy Administrator

3637 N Sheffield Avenue

Chicago, IL 60613

Phone: (773) 404-4678

Email: admin@wrigleyrooftopslc.com

Notice will be deemed effective on the date of delivery according to the return receipt or third party courier delivery confirmation. In addition, the Company may provide notice to you by either email or by third party national overnight courier, sent to the physical or email address you provided to us during any transaction conducted with us. Notice will be deemed effective 24 hours after sending of an email (unless returned due to an invalid email address) or on the date of delivery according to the return receipt or third party courier delivery confirmation.

#### **18. General**

This Agreement is to be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions. This Agreement, as updated from time to time, constitutes the entire agreement between us, with respect to the terms and conditions of use of this Website and supersedes all previous written or oral agreements between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. The section headings in this Agreement are for reference purposes only and in no way limit or describe the scope of a particular section. Our failure to enforce any breach of this Agreement by you or others does not constitute a waiver of our

right to enforce the terms of this Agreement in the future for a similar breach.

Effective Date: January 12, 2016

Last Updated: July 7, 2020