**Ticketing Terms and Conditions**

The ticket holder hereby agrees to comply with the terms and conditions set forth herein and required by the United States Tennis Association Incorporated (hereafter “USTA”) in promotion of the Davis Cup by Rakuten Qualifiers.

1) This ticket is a personal revocable license, is not transferable and may not be resold. The USTA reserves the right to revoke the license granted by this ticket, with or without cause, by

refunding the purchase price. No pass-outs or re-admittance are allowed.

2) The Ticket Holder assumes all risks and dangers incidental to attendance at the Event, whether occurring prior to, during, or after a session.

3) All ticket sales for the Event are final, without refund or exchange. The Ticket Holder is responsible for lost, misplaced or stolen tickets.

4) Tickets may not be issued for advertising, promotional (including contests and sweepstakes) or other trade purposes.

5) The Ticket Holder consents to careful search and inspection for and/or confiscation of prohibited items. Prohibited items include, but are not limited to: bottles, cans, alcoholic beverages, signs, broadcast quality video/motion picture cameras and recorders, camera lenses exceeding 300mm in focal length, umbrellas, fireworks and smoke bombs. Persons under the influence of alcohol will not be permitted to enter the licensed premises.

6) The Ticket Holder must not carry into the licensed premises any political, promotional or advertising material or signage which can be seen by others at the Event.

7) Ticket Holders are not permitted to distribute literature or other materials or to sell or distribute merchandise at the licensed premises.

8) By entering the Event venue, the Ticket Holder consents to being photographed, filmed and recorded in or around the Event venue. The Ticket Holder grants irrevocable permission to the

USTA, its assignees, licensees, commercial partners and media agencies to use in their sole discretion any such film, image or recording, (including the Ticket Holder’s voice, image and likeness), for any purpose including broadcasting and commercial purposes without compensation or further notice.

9) The date and time of any Event session is subject to change without notice. In the event of cancellation, any processing and handling fees are not refundable. The Ticket Holder is reminded that the event is a sporting event, and is subject to variation without notice (e.g. adverse weather conditions, player injury, etc.). The event is played subject to the Event’s

Regulations (as found on the ITF’s website, www.itftennis.com) as well as any variations or trials that may be in place, and the Promoter/National Association shall have no liability to the Ticket Holder where the Event is varied pursuant to those Regulations. In particular, the Ticket

Holder’s attention is drawn to the “dead match policy” which is applied when the tie is won in less than five matches. Pursuant to that policy, the Ticket Holder accepts that the actual number of matches played on the second day may not reflect the advertised number of matches.

10) If any dispute arises regarding a ticket or attendance at the event, the holder agrees to submit the dispute to binding arbitration in Westchester County, New York in accordance with the rules of the Arbitration Association of the United States of America.

11) No ticket holder or spectator may collect, disseminate, transmit, publish or release from the grounds of the tie any match scores or related statistical data during match play (from the commencement of a match until its conclusion) for any commercial or gambling purposes.

12) No person (other than a person who holds an appropriate license from ITF Licensing (UK) Ltd.) may bring into the Event venue or use within the Event venue any equipment which is capable of logging, recording, transmitting or otherwise communicating (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Event or the Event venue. Copyright in any unauthorized recording or transmission is assigned to ITF Licensing (UK) Ltd. For the avoidance of doubt, mobile telephones and other mobile devices are permitted within the Event Venue provided that: (a) they are used for personal and private use only, and not during match play; and (b) no material of moving images containing any match action that are captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.