

MSG Terms of Service

These Terms of Service ("TOS") are between you and MSG Holdings, L.P. ("MSG"). Your use of this website (the "Website"), MSG services, features, applications or functions offered or made available on or through the Website, or other services or applications made available by MSG in which these TOS are posted (including, without limitation, mobile applications and social networking applications (i.e. Facebook)) (collectively, the "Services") are subject to the following TOS . Furthermore, these TOS apply whether you are accessing the Website and/or Services through the use of your personal computer, a mobile device or any other technology or software known today or developed in the future. We may update this TOS by posting a new version here, and your continued use of the service after any such update constitutes your binding acceptance of such changes. Please review our Privacy Policy for information on our security measures and the protection of your personal information.

REGISTRATION

In order to register for the registration-only areas of the Website or Services, if any, you must provide certain information about yourself. You must be thirteen (13) years of age or older to register for and receive certain membership benefits. You acknowledge and agree that you will provide true, accurate, complete, and correct information at registration, and that you will promptly update your registration information should it change. You will select a user name and password at registration; you are responsible for ensuring that your password remains confidential, and you agree that you are fully responsible for all activities that occur under your user name. You agree to notify MSG immediately in the event of unauthorized use of your password or account, or of any other breach of security relating to your account. MSG is not liable for any loss or damage resulting from your failure to maintain the confidentiality of your account as provided herein. The Website and/or Services may offer you opportunities to vote in connection with certain events and also to enter contests and sweepstakes. By participating in any such event, you signify your agreement to all special terms set forth on the Website and/or Services applicable to the event as well as the terms of this TOS.

USER CONTENT

The Website and/or Services may enable its registered users to post, upload, or otherwise make available through the Website and/Services (collectively, "post") content such as video clips, photographs, public messages, comments and other content (hereinafter, "User Content") that may be viewable by other users. You acknowledge and agree that all information, data, text, or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom the User Content originated.

When you submit User Content on the Website or through your use of any of the Services, you grant MSG a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sublicenseable license to use, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, and publish such User Content, in whole or in part, in any format or medium now known or

developed in the future, including without limitation for promoting and redistributing part or all of the Website and/or Services (and derivative works thereof) in any media formats and through any media channels.

You acknowledge and agree that your user name may be associated with any User Content that you post. You represent and warrant that you own or otherwise control all rights to any content you post on the Website or through the Services. You agree that you will indemnify, defend, and hold harmless MSG for all claims resulting from content you post.

You acknowledge and agree that your user name may be associated with any User Content that you post. You represent and warrant that you own or otherwise control all rights to any content you post on the Website or through the Services. You agree that you will indemnify, defend, and hold harmless MSG for all claims resulting from content you post.

You acknowledge and agree that MSG and its designees may or may not, at MSG's discretion, pre-screen User Content before its appearance on the Website and/or Services, but that MSG has no obligation to do so. You further acknowledge and agree that MSG reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit or remove any User Content that is contributed to the Website and/or Services. Without limiting the foregoing, MSG and its designees shall have the right to remove any User Content that violates the TOS or is otherwise objectionable in MSG's sole discretion. You acknowledge and agree that MSG does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content. You understand that by using the Website and/or Services, you may be exposed to User Content that you may consider to be offensive or objectionable.

Furthermore, you acknowledge and agree that if Services are offered or provided through another entity, including, but limited to, through another entity's website (i.e. Facebook), you agree to abide by that third party's terms of service, and we encourage you to review such terms of service.

CODE OF CONDUCT

When submitting User Content on the Website or through your use of any of the Services, you agree to abide by the TOS and the following Code of Conduct.

You agree that you will not:

1. Post or otherwise provide User Content that harasses, abuses, or threatens any other person, or that contains obscene content;
2. Post User Content that degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability or other classification;

3. Post User Content that is unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy;
4. Post material that advocates illegal activity or discusses illegal activities with the intent to commit them;
5. Post or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
6. Post material that impedes or otherwise prohibits communication; disrupts the discussion including, without limitation, using fan names in topical boards that are offensive to the topic, the team, the sport and/or its fans, and repeatedly posting off-topic messages in a topical message board;
7. Post or otherwise provide any other party's intellectual property unless you have the right to do so, whether through an assignment of rights, use waiver, license, fair use exception, or under generally accepted news practices;
8. Post any trade secrets or other confidential or proprietary information, or to post any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements;
9. Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody;
10. Through misrepresentation or otherwise, solicit personal or sensitive information from other users such as address, credit card or financial account information, or passwords;
11. Post spam or other advertisements or solicitations, promote commercial entities, or otherwise engage in commercial activity on the Website and/or through the Services.

Violation of our rules regarding User Content may result in the removal of your User Content and/or the canceling of your account.

INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD MSG AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CO-BRANDERS AND OTHER PARTNERS, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF THE WEBSITE AND/OR SERVICES, YOUR CONNECTION TO THE WEBSITE AND/OR

SERVICES, YOUR VIOLATION OF THESE TOS, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE WEBSITE AND/OR SERVICES, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

CHANGES TO WEBSITE OR SERVICE OFFERINGS

MSG reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or Services (or any part thereof), with or without notice. You agree that MSG shall not be liable to you or any third party for any modification, suspension or discontinuance of the Website or Services.

ACCOUNT TERMINATION

You agree that MSG may, in its sole and absolute discretion and without notice or liability to you or any third party, terminate your account for cause. Grounds for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other agreements or guidelines, (b) requests by law enforcement or government agencies, (c) discontinuance or material modification of the Website or any Services (or any part thereof), (d) unexpected technical or security issues or problems, and (e) extended periods of inactivity.

Termination of your account(s) may include removal of access to all offerings requiring registration, and, at MSG's sole discretion, the deletion of your account and/or User Content.

ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website and/or Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser.

You agree that MSG shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website and/or Services.

LINKS

The Website may provide links to other World Wide Web sites or resources. Because MSG has no control over such sites and resources, you acknowledge and agree that MSG is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that MSG shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked content.

OUR PROPRIETARY RIGHTS

The Website and Services are owned and operated by MSG and contains material which is derived in whole or in part from material supplied by MSG and its affiliates, as well as other sources, and is protected by copyright and trademark laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the Website or Services including code and software ("Material") unless specifically granted permission to do so by the Website, Services or by MSG. You may download Material from this site for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.

MSG Material on this server may include inaccuracies or typographical errors. MSG has the right to make changes and updates to any information contained within this server without prior notice.

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COMMUNICATING WITH US

E-mail is an important communication channel for our online visitors. All e-mail sent to MSG should be generated by the person in whose name the e-mail account is registered. Email shall not mask their identity using a false name or someone else's name or account. If you are a customer and the topic of your email is a service issue, you must include your full name, address and cable, telephone or on-line account number in order to ensure that we can respond. MSG will use your e-mail address and the content of any e-mail only for correspondence purposes and to meet our legal and regulatory requirements with regard to customer communications.

Any information provided to MSG by e-mail, including but not limited to feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, shall be deemed to be non-confidential, and MSG assumes no obligation to protect such information from disclosure. The submission of such information to MSG shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by MSG for any purpose whatever, and MSG shall be free to reproduce, use, disclose and distribute the information to others without restriction.

On occasion, we may use your e-mail address to send you communications with information about service and product information that we believe may be of interest to you. If you do not want to receive such unsolicited communications from MSG, simply contact us at msgfeedback@msg.com.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE WEBSITE AND/OR SERVICES IS AT YOUR SOLE RISK. THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MSG EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. MSG ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO PROVIDE ANY CONTENT OR TO STORE ANY PERSONALIZATION SETTINGS OR USER MATERIALS.

2. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE AND/OR SERVICES IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, SOFTWARE, TECHNOLOGY OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MSG OR THROUGH OR FROM THE WEBSITE AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

LIMITATION ON LIABILITY

YOU UNDERSTAND AND AGREE THAT MSG SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MSG HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE AND/OR SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE AND/OR SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE AND/OR SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITE AND/OR SERVICES.

EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

MSG may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide MSG's Copyright Agent a Notice containing the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

MSG's Copyright Agent for Notice of claims of copyright or other intellectual property infringement can be reached in the following ways:

Attn: Scott Richman
11 Penn Plaza
New York, NY 10001
Tel. (212) 465-6000
msgfeedback@msg.com

LEGAL COMPLIANCE

You acknowledge, consent, and agree that MSG may access, preserve, and disclose your account information and any User Content (defined below) you submit or make available for inclusion on the Website and/or Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms of Service; (3) to respond to claims that any User Content violates the rights of third parties; (4) to protect the rights, property, or personal safety of MSG, its users, and the public; or (5) to respond to your requests for customer service.

DISPUTES AND CHOICE OF LAW

Any controversy or claim arising out of or relating to the TOS with the exception of those controversies or claims specifically excluded below, shall be determined by arbitration at a neutral location within the United States convenient to both parties before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the foregoing, without first seeking or obtaining any decision in arbitration (even if a similar or related matter has already been referred in arbitration in accordance with the terms of this paragraph), (i) MSG and its affiliates and licensors may bring any claim or suit for the purpose of evidencing, enforcing, registering or defending their intellectual property rights in any court or forum of competent jurisdiction; and (ii) MSG and its affiliates and licensors shall be entitled to seek injunctive and other equitable relief in any court or forum of competent jurisdiction to enforce this Agreement.

You agree that any arbitration shall be limited to the dispute between MSG and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

You and MSG agree that the following disputes are not subject to this binding arbitration provision: (1) any disputes seeking to enforce or protect, or concerning the validity of, any of your or MSG's intellectual property rights; and (2) any claim for injunctive relief.

For any dispute not subject to arbitration, or where no election to arbitrate has been made, you agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in the state of New York and the venue for adjudication or disposition of any such dispute will be in New York, New York. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available. The TOS the relationship between you and MSG shall be governed by the laws of the State of New York without regard to its conflict of law provisions.

MISCELLANEOUS

Entire Agreement. The TOS constitutes the entire agreement between you and MSG with respect to the Website and Services and supersedes any prior agreements, oral or written, between you and MSG.

Conflicts. In the case of a conflict between these Terms of Service and the terms of any other electronic or machine readable statement or policy, including our Privacy Policy, these Terms of Service shall control.

Waiver and Severability of Terms. The failure of MSG to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should

endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Website or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Section Titles. The section titles in the TOS are for convenience only and have no legal or contractual effect.

Please review our Security Procedures in our MSG Privacy Policy for information on our security measures and the protection of your personal information.

Effective Date: October 25, 2011

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