

## Terms Of Use

Last Updated: February 10, 2026

Below are the Terms of Use for the website and platforms for Loew's Jersey Theatre in Jersey City, New Jersey. References to "we," "our," "us" and "LJT" shall mean Loew's Jersey Theatre and its present, former and/or future parent companies, subsidiaries, divisions, units and affiliates, and each of their successors and assigns, as well as the past or present beneficial owners, officers, directors, fiduciaries, agents, attorneys, representatives and employees of each of the foregoing. LJT and its agents are solely responsible for the Content (defined herein) of the website for Loew's Jersey Theatre, and any related mobile apps, social media, other online properties, or anywhere else where these Terms of Use are displayed or linked ("Website").

THESE TERMS AND CONDITIONS OF USE ("Terms of Use") CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 5), LIMITATIONS OF LIABILITY (SECTION 6), DISPUTE RESOLUTION AND BINDING ARBITRATION (SECTION 12), AND CLASS ACTION WAIVER AND JURY TRIAL WAIVER (SECTION 13), THAT EACH APPLY TO THE EXTENT PERMITTED BY LAW AND AFFECT YOUR RIGHTS. IN ARBITRATION THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE ACCESSING AND/OR USING THE SERVICES. FOR ADDITIONAL INFORMATION, PLEASE REVIEW THE [PRIVACY POLICY](#). YOUR USE OF THE SERVICES INDICATES YOUR ACCEPTANCE OF THE TERMS OF USE. DO NOT ACCESS OR USE THE SERVICES IF YOU DO NOT ACCEPT THE TERMS OF USE. IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, YOUR PARENT OR LEGAL GUARDIAN MUST AGREE TO THESE TERMS OF USE ON YOUR BEHALF. IT IS YOUR RESPONSIBILITY TO CHECK THESE TERMS OF USE PERIODICALLY FOR CHANGES. SUBJECT TO APPLICABLE LAW, WE MAY IMPOSE NEW CONDITIONS OR AMEND OR MODIFY THE SERVICES OR THE TERMS OF USE AT ANY TIME, FOR EXAMPLE TO REFLECT CHANGES IN LAWS OR REGULATORY REQUIREMENTS. ANY ACCESS TO OR USE OF THE SERVICES BY YOU AFTER WE POST MODIFICATIONS TO THE TERMS OF USE CONSTITUTES YOUR ACCEPTANCE OF THOSE MODIFICATIONS AND SHALL APPLY TO YOUR ACCESS AND USE OF THE SERVICES.

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1.) **ACCESS AND USE OF THE WEBSITE:** By accessing and using the Website, you signify your agreement to these Terms of Use, as well as LJT's Privacy Policy (available here) and all applicable laws and regulations governing your access and use of the Website. We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms of Use at any time and in accordance with applicable law. Please check these Terms of Use periodically for changes, any changes will be signified by the Last Updated date above. Your continued use of this Website following the posting of changes to these Terms of Use will mean you accept those changes. If you do not agree to these Terms of Use, please do not access and use the Website. In addition, hereby incorporated into the Terms of Use are all special terms, conditions and rules that may be referred to by particular features and services located on the Website that may be applicable to your access and/or use of such features or services. These Terms of Use 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.

In order to access and use the Website, you must obtain access to the World Wide Web and pay any applicable access fees. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Access to the Website is subject to transmission limitations of the Internet, including, but not limited to, video and/or audio dropouts, rebuffering or loss of connection.

From time to time, due to the performance of maintenance, malfunctions or failures of software, equipment, or telecommunications devices, unusual transaction volume, or similar reasons, the Website may not be available for your use. We minimize the periods of time during which the Website is unavailable. You agree that we shall not be responsible for any loss, damages, costs, or expenses which you may suffer or incur, directly or indirectly, as a result of the unavailability of the Website, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs, or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access the Website caused directly or indirectly, in whole or in part, by your computer or mobile device, your inability to establish a connection to the Internet, your Internet Service Provider ("ISP"), or capacity or other limitations or constraints of the Internet.

2.) **OWNERSHIP:** All of the content of this Website ("Content"), which includes without limitation all graphics, text, images, photographs, illustrations, trademarks and logos and the design, coordination, selection and arrangement thereof, and any images or files incorporated in or generated by the software and data accompanying the software ("Software"), is protected by copyright and/or trademark and/or other proprietary intellectual property rights that are directly or indirectly owned by or licensed to LJT and/or LJT licensees, tenants, sponsors and advertisers and may not be reproduced without the prior written consent of LJT, and the applicable licensee, tenant, sponsor and advertiser.

3.) **LIMITED LICENSE; RESTRICTIONS:** You are granted a limited license to download the materials contained on this Website to a single personal computer and to print a hard copy of the materials contained on this Website, solely for personal, non-commercial use, provided all copyright, trademark and other proprietary notices are left intact. Systematic retrieval of all or any part of the Content or Content data to create or compile, directly or indirectly, a collection, compilation, database or directory of information is prohibited without the prior written permission of LJT, including without limitation the use of any engine, software, tool, agent scripts, automatic devices or programs or other device or mechanism such as browsers, spiders, robots, avatars or intelligent agents to navigate or search the Website to harvest, scrape or collect such information. LJT does not authorize the downloading or exportation of any software or technical data from the Website to any jurisdiction prohibited by the United States Export Laws. In all cases, this Website

must be acknowledged as the source of the material. Use of the materials contained on this Website on any other Internet site is strictly prohibited.

You may not “frame” the Content of this Website within another website. You may not use any meta tags or any other “hidden text” utilizing any LJT trademarks without the express written consent of LJT.

Nothing contained on the Website or in these Terms of Use should be construed as granting by implication, estoppel or otherwise any license or right to use any Content, including without limitation any logo, trademark, tradename, copyright or other proprietary right, or any Software, or images of people, places, products, or things displayed or available on the Website, except as may otherwise be specifically permitted by these Terms of Use.

The grant of this limited license is conditional upon your agreement to and compliance with all these Terms of Use. Any other use of any of the materials on this Website, including reproduction (for any purposes other than those noted above), modification, transmission, distribution, or republication, without the prior written permission of LJT, is strictly prohibited. If you download any Software from this Website, the Software is subject to the limited license set out above. LJT and/or its Software suppliers (as the case may be) retain all rights, title, interest and intellectual property rights in and to the Software. You may not distribute, sell, or transmit the Software and you are not permitted to alter, modify or adapt the Software, including but not limited to translating, decompiling, reverse engineering, disassembling, or creating derivative works of it.

4.) FORUMS AND PUBLIC COMMUNICATION RELATED TO THE WEBSITE:  
“Forum” means a chat area, message board or e-mail function offered as part of this Website. If you participate in any Forum within the Website or furnish any material or information to the Website (“User Content”), you must not and User Content shall not:

- a. defame, abuse, harass or threaten others;
- b. make any bigoted, hateful or racially offensive statements;
- c. advocate illegal activity or discuss illegal activities with the intent to commit them or cause injury or property damage to any person;
- d. post or distribute any material that infringes and/or violates any right of a third party or any law;
- e. post or distribute any vulgar, obscene, discourteous or indecent language or images;
- f. advertise or sell to or solicit others;
- g. use the Website or Forum for commercial purposes of any kind;
- h. post or distribute any software or other materials that contain a virus, worm or any computer code, file, program, routine or other harmful component or device to interrupt, destroy, damage or limit the functionality of this Website or any other website, or any computer hardware, software or telecommunications apparatus;
- i. post material or make statements that do not generally pertain to the designated topic or theme of any chat room or bulletin board;
- j. restrict or inhibit any other user from using and enjoying the services or features of the Website;

- k. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content displayed by, or transmitted over, the Website;
- l. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, except in those areas that are designated for such purpose;
- m. use the Website to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- n. interfere with or disrupt any servers or networks used to provide the Website or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Website;
- o. gain, or attempt to gain, unauthorized access to the Website, or any account, computer system or network connected to this Website, by means such as hacking, password mining, decompiling or reverse engineering to access source code, or other illicit means;
- p. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with or authority to act on behalf of any person or entity;
- q. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website;
- r. gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Website; or
- s. constitute any other objectional conduct as may be determined by us in our sole discretion.

In order to access or use certain Content or services, you may be required to register and provide certain information, with respect to which you agree that: (i) the information you provide will be true, accurate and current; (ii) if at any time such information is not true, accurate or current, your access to or use of the Content or services may be terminated; (iii) you are responsible for maintaining the confidentiality of any password and/or username designated with regard to your registration and you are solely responsible for all activities that occur by use of such password or username; (iv) you will notify LJT immediately in the event of unauthorized use of your password or account; and (v) LJT shall have no liability for any loss or damage arising from your failure to comply with this provision and any other requirements applicable to any Website registration.

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Website will violate or infringe upon the rights of any third party, including without limitation any copyright, trademark, patent, privacy, publicity or other personal or intellectual property rights; or contain libelous, defamatory or otherwise unlawful material.

You must be thirteen (13) years of age or older to register for and receive certain membership benefits. Except where authorized by us, you may not register for more than one user account, register or operate a user account on behalf of or for the benefit of any person who is not eligible to register for or operate a user account in their own name.

The Website is not intended for use by persons in any jurisdiction or country where such use would be contrary to applicable laws or regulations. We may restrict your access to the Website during times you are outside the United States. You are responsible for compliance with all local laws.

It is LJT's policy to respect the privacy of all customers. LJT may use the consumer information we collect in variety of ways, subject to the terms of our Privacy Policy, which is located here.

LJT reserves the right, but not the obligation, in the exercise of its sole discretion, to remove or edit User Content from the Website at any time and for any reason, including but not limited to User Content that (i) violates any term of these Terms of Use; or (ii) is illegal, offensive or inappropriate. Any violation of these Terms of Use may result in termination of your access to the Website and disclosure of your personal information to the applicable law enforcement authorities, where appropriate.

By uploading materials to any Forum or submitting any materials to us, you automatically grant (or warrant that the owner of such materials expressly granted) LJT a perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed throughout the universe. In addition, you warrant that all so-called "moral rights" in those materials have been waived. Any such materials submitted will be treated as non-confidential and non-proprietary, and by submitting such materials you acknowledge that any such materials (i) may be used, read or intercepted by others; (ii) create no confidential, fiduciary, contractually implied or other relationship between you and LJT other than pursuant to these Terms of Use; and (iii) are subject to the grant of rights to LJT as described herein.

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

When participating in a Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with in any chat room, message board or other User Content area. Information obtained in a Forum may not be reliable, and it is not a good idea to trade or make any investment decisions based solely or largely on information you cannot confirm. We are not responsible for the content or accuracy of any information, and we shall not be responsible for any trading or investment decisions made based on such information.

5.) **DISCLAIMER: THIS WEBSITE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. LJT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BY WAY OF EXAMPLE BUT NOT LIMITATION, AS TO FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS. IN ADDITION, LJT DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION AND/OR FACILITIES ON OR ACCESSIBLE VIA THIS WEBSITE ARE ACCURATE, COMPLETE OR CURRENT, OR THAT THIS WEBSITE OR ANY SOFTWARE ON THIS WEBSITE WILL BE FREE OF DEFECTS, INCLUDING, BUT NOT LIMITED TO, VIRUSES, WORMS, OR OTHER HARMFUL ELEMENTS THAT MAY DAMAGE OR DESTROY YOUR COMPUTER HARDWARE OR SOFTWARE OR TELECOMMUNICATIONS APPARATUS. THE USER OF THIS WEBSITE ASSUMES ALL COSTS ARISING AS A RESULT OF THE USE OF THIS WEBSITE.**

While LJT tries to provide accurate information on this Website, LJT explicitly disclaims any responsibility for the accuracy, Content, or availability of information found on sites that link to or from this Website. Your eligibility for particular products and services is subject to our final determination, restrictions and acceptance. We may discontinue or make changes to the information, products, licenses or services described on the Website at any time. Any dated

information is published as of its publication date only. We do not undertake any obligation or responsibility to update or amend any such information. We reserve the right to terminate any or all offerings without prior notice. Furthermore, by offering information, products or services via the Website, no solicitation is made by us to any person to use such information, products or services in jurisdictions where the provision of such information, products or services is prohibited by law.

LJT cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from this Website or third-party content on our Website. LJT does not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of any information contained in such third-party sites or content. LJT does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third-party, and you hereby irrevocably waive any claim against us with respect to such sites and third-party content. LJT strongly encourages you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. Please advise LJT (at the contact information provided below) if you discover any inaccuracy in the Content.

SEE SECTION 17 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 5.

6.) LIMITATIONS OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER LJT NOR ANY OF ITS DIRECTORS, MEMBERS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT AND WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE MATERIALS IN AND/OR FACILITIES OR SERVICES OFFERED THROUGH THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES (EVEN IF LJT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE). IF THIS CLAUSE IS UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU OF LJT OR ANY OF ITS DIRECTORS, MEMBERS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS AFFILIATES OR OTHER REPRESENTATIVES FOR ALL DAMAGES, LOSSES AND CLAIMS (WHETHER IN CONTRACT OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE)), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE. NOTHING IN THIS CLAUSE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

SEE SECTION 17 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 6.

7.) INDEMNIFICATION: You agree to defend, indemnify and hold harmless LJT and its directors, members, shareholders, partners, employees and respective agents, and contractors from and against all liabilities, claims, damages, costs and expenses, including attorneys' fees arising out of: your use of the Website; any material you post, upload, e-mail or otherwise transmit using the Website; your violation, breach or alleged violation or breach of these Terms of Use.

SEE SECTION 17 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS

## SECTION 7.

8.) **LINKS FROM THIS WEBSITE:** This Website contains links to other Internet sites on the World Wide Web. We provide such links for your convenience only, and we are not responsible for the content in any site linked to or from this Website. We disclaim all warranties, express or implied as to the accuracy, legality, reliability or validity of any content on any other such site, and that such sites will be free of viruses or other harmful elements.

**LINKS TO THIS WEBSITE:** The following restrictions apply to all links to this Website from any on-line, cable, wireless, or other Internet website, service or browser:

(a) All permitted links to this Website must be to LJT Website home page (<https://loewsjersey.com/>), and no link to the Website may be “framed” if the “frame” contains any advertising or other commercial text or graphics.

(b) Any on-line cable, wireless, or other Internet website, service or browser (other than as described in paragraph (c) below) that promotes any product (e.g., automobile or soft drink), or brand (e.g., Ford or Pepsi), or service (e.g., AOL Internet Service), or public or nonprofit institution (e.g., State of New Jersey or the United Way) may not link to this Website without the prior written permission of LJT, even though the page/area where the link originates does not promote a product, brand, service or institution.

(c) Except as prohibited above, any on-line cable, wireless, or other Internet website, service, or browser (such as fan websites, search engines and directory websites), may link to this Website without the permission of LJT if: (i) it is an on-line cable, wireless or other Internet website, service, or browser that does not contain any content or service (or link to any on-line cable, wireless or other Internet web site, service, or browser that does not contain any content or service) that, in the sole opinion of LJT, is distasteful, offensive or may reflect adversely upon the reputation and good will of LJT; (ii) the link is a plain text link and does not include any mark or logo directly associated with LJT; and (iii) the link is spatially separated from and not otherwise associated with any sponsorship advertising or other commercial text or graphics that may be on the page/area containing such plain text link.

**NO ENDORSEMENT:** Links to and from the Website to and from other on-line cable, wireless, or other Internet website, service or browser, maintained by third parties (“Linked Services”), and the existence of such links do not constitute an endorsement by LJT of the Linked Services or the content thereof. The Linked Services are not under the control of LJT and accordingly LJT is not responsible for the Linked Services or their content, or availability of such content, or the products and services provided at the Linked Services.

SEE SECTION 17 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 8.

9.) **SUBMISSIONS:** LJT must ask that you not submit to the Website any email, message, information, material or data which contains any creative expressions, ideas, designs, artwork, inventions, know-how, techniques, or suggestions for products, services, plans or programs (collectively, “Unsolicited Submissions”), and LJT neither assumes any responsibility for reviewing Unsolicited Submissions nor any liability as a result of any similarities between your Unsolicited Submissions and future LJT creative expressions ideas, designs, artwork, inventions, know-how, techniques, products, services, plans or programs. By transmitting Unsolicited Submissions to the Website and/or transmitting any email, message, or information, material and data responsive to a feature on the Website (collectively, “Submissions”), you are automatically granting LJT and its affiliates a perpetual, royalty-free, nonexclusive, unrestricted, worldwide and irrevocable right and license, but not any obligation, to use, reproduce, modify, publish, translate,

prepare derivative works based upon, distribute, perform or display such Submissions, in whole or in part, in any form, media or technology known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes. LJT and its affiliates also have the right, but not the obligation, to use your name in connection with the broadcast, online display, print, or other use or publication of your Submission. If LJT or one of its affiliates solicits your Submission in connection with a Website feature, the terms governing the feature shall apply to your Submission as well as these Terms of Use and the Privacy Policy.

10.) **TICKETS:** From time to time, tickets for events to be held at LJT arena may be offered for sale at the Website. Such ticket offerings may be changed or withdrawn at any time without prior notice, and LJT reserves the right to limit ticket order quantities or refuse to fulfill any order. In the on-line processing of credit card transactions, the Website incorporates reasonable safeguards to protect the security of your personal information. However, it is always possible that any personal information transmitted or disclosed online can be intercepted by others and used unlawfully. Accordingly, LJT cannot warrant the security of your personal information.

SEE SECTION 17 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 10.

11.) **TERMINATION:** These Terms of Use are effective until terminated by either party. You may terminate these Terms of Use at any time by discontinuing use of the Website and destroying all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. Your access to the Website may be terminated immediately without notice from us in our sole discretion. Upon termination, you must cease use of the Website and destroy all materials obtained from the Website and all copies thereof, whether made under these Terms of Use or otherwise.

12.) **DISPUTE RESOLUTION AND BINDING ARBITRATION:**

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU HAVE THE LIMITED RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT IN THIS SECTION AS SET FORTH BELOW. THIS SECTION WILL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW.

For purposes of this Section 12, references to References to "we," "our," "us" and the "LJT" shall have the same meaning ascribed to them in the first full paragraph of these Terms of Use. References to "you" and "your" include you and all authorized or unauthorized users or beneficiaries of the Website under these or prior Terms of Use.

Notwithstanding any other provision in these Terms of Use, you and LJT agree and acknowledge that these Terms of Use affect interstate commerce and that the Federal Arbitration Act will govern the interpretation and enforcement of the arbitration provisions.

"Claim" shall be defined as any dispute, claim, or controversy arising out of or in connection with your access to, and/or use of, the Websites, and/or the provision of content, services, and/or technology on or through the Website, or your relationship with LJT, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Claim shall be interpreted broadly and include, without limitation, any dispute, claim, or controversy that: arose before these Terms of Use or any prior agreement (including, but not limited to, claims relating to advertising), or that may arise after the termination of these Terms of Use, claims for mental or emotional distress or injury not arising out of physical bodily injury, and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class.

Notwithstanding the foregoing, Claim shall not encompass disputes, claims, or controversies

concerning patents, copyrights, moral rights, trademarks and trade secrets, claims of piracy or unauthorized use of the Website, and disputes, claims, or controversies related to bodily injury, which are not subject to the Mandatory Pre-Dispute Resolution Process, small claims court, and arbitration provisions set forth below.

In order to expedite and control the cost of disputes, you and LJT agree that any Claim will be resolved as follows:

- **A. MANDATORY PRE-DISPUTE RESOLUTION PROCESS:** Before initiating an arbitration or small claims court proceeding, you or LJT must give the other party notice of the Claim by providing a written "Notice of Claim" that is personally signed by you (if you are initiating the Notice of Claim) or a LJT representative (if we are initiating the Notice of Claim). The Notice of Claim must contain all of the following information: (1) name, contact information (address, telephone number, and email address), and account information if applicable; (2) a description of the nature and basis of the Claim; and (3) a description of the nature and basis of the relief sought, including a calculation for it. You must send any such Notice of Claim either via email to [legal@hbse.com](mailto:legal@hbse.com) or to: Loew's Jersey Theatre c/o Prudential Center, Attn: General Counsel, 25 Lafayette Street, Newark, New Jersey 07102. We must send any such Notice of Claim to you via email to the email address we have on file for you.

You and LJT agree to attempt to resolve the Claim through informal, good faith negotiations for a sixty (60)-day period from the date that a completed Notice of Claim is received (or a longer period, if agreed to by the parties). If the party receiving the Notice of Claim requests a telephone or video settlement conference as part of this informal process, you and LJT agree to participate in an effort to resolve the Claim. Should LJT make this request, you agree to attend this conference (with your counsel, if you are represented). Should you make this request, LJT agrees to have a representative attend this conference (with counsel, if LJT is represented).

Full compliance with this Mandatory Pre-Dispute Resolution Process is a condition precedent to initiating an arbitration or small claims court proceeding. Neither you nor LJT may initiate an arbitration or small claims court proceeding absent such compliance. If the sufficiency of a Notice of Claim or compliance with this Mandatory Pre-Dispute Resolution Process is at issue, it may be decided by a court of competent jurisdiction at either party's election, and any formal dispute resolution proceeding shall be stayed. Such court shall have the authority to enforce this condition precedent to an arbitration and a small claims court proceeding, which includes the power to enjoin the filing or prosecution of a demand for arbitration.

Notwithstanding the foregoing, either party may elect to raise non-compliance with this Mandatory Pre-Dispute Resolution Process and seek related damages in arbitration. Any applicable limitations period (including the 1 year statute of limitations in Section 14 herein) and any filing fee deadlines shall be tolled while you and LJT engage in this Mandatory Pre-Dispute Resolution Process in an effort to resolve the Claim.

- **B. SMALL CLAIMS COURT:** Any Claim that falls within the jurisdictional scope and limits of the small claims court where you reside must be brought in that court on an individual basis. Such Claim must remain in small claims court and may not be removed or appealed to a court of general jurisdiction. The party initiating the small claims court proceeding shall submit a certification of compliance with the Mandatory Pre-Dispute Resolution Process referenced above to that court. The certification shall be personally signed by that party (and counsel, if represented).

- **C. ARBITRATION PROCEDURES: READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, AS IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.**

Except as otherwise provided herein, any Claim that is not resolved through the Mandatory Pre-Dispute Resolution Process, shall be resolved by binding arbitration to be held in the county or parish in which you reside.

For residents outside the United States, arbitration shall be initiated in Essex County, New Jersey, and LJT and you, consistent with the venue provisions in Section 15, agree to submit to the personal jurisdiction of any state or federal court in Essex County, New Jersey to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in these Terms of Use as a court would. LJT and you understand that, absent this mandatory arbitration provision, LJT and you would have the right to sue in court and have a jury trial. LJT and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

The Arbitration shall be administered by the American Arbitration Association ("AAA") and heard by a single neutral arbitrator. If you and we cannot agree on who the single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Claim at issue. The AAA shall administer the arbitration in accordance with its rules applicable to the nature of the Claim (including any applicable supplementary rules) ("AAA Rules"), as modified by these Terms of Use. The AAA Rules and fee information are available at [www.adr.org](http://www.adr.org). If there is a conflict between the AAA Rules and the rules set forth in these Terms of Use, the rules set forth in these Terms of Use will govern. If the AAA is unable or unwilling to administer the arbitration consistent with these Terms of Use, the parties shall agree on an alternative provider that will do so. If the parties cannot agree, they shall jointly petition a court of competent jurisdiction to appoint an alternate provider that will do so.

The party seeking to initiate arbitration must provide the other party with the demand for arbitration as specified in the AAA Rules and this Section. You may obtain a form to initiate arbitration at <https://www.adr.org/Most-Viewed-Forms>. If you are initiating arbitration, you shall serve the demand on LJT either via email to [legal@hbse.com](mailto:legal@hbse.com) or to: Loew's Jersey Theatre c/o Prudential Center, Attn: General Counsel, 25 Lafayette Street, Newark, New Jersey 07102. If LJT is initiating arbitration, LJT shall serve the demand via email to the email address that we have on file for you. The demand for arbitration must be personally signed by the party initiating arbitration (and their counsel, if represented). By signing the demand for arbitration, that party (and their counsel, if represented) certifies that they have complied with (1) the Mandatory Pre-Dispute Resolution Process (and they shall attach the Notice of Claim) and (2) all of the requirements of Federal Rule of Civil Procedure 11(b), including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all appropriate persons (including counsel) as a court would.

The AAA Rules shall govern the payment of all arbitration fees. Notwithstanding the

foregoing, we may consider a request to reimburse your portion of the arbitration fees upon a showing of hardship in its sole discretion and assuming you do not qualify for a waiver from AAA. You and LJT agree that arbitration is designed to be cost-effective for all parties. Either party may engage with the AAA to discuss fee reductions and deferred payments.

All issues are for the arbitrator to decide **except** the following, which are for a court of competent jurisdiction to decide: (1) issues that are specifically reserved for a court in these Terms of Use, (2) issues related to the scope and enforceability of the arbitration provisions, and (3) whether a dispute can or must be brought in arbitration.

The arbitrator may award relief, including, but not limited to, monetary, declaratory, injunctive, or other equitable relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator must follow these Terms of Use and can award the same individualized damages and relief as a court, including injunctive or other equitable relief necessary to provide relief as to the individualized claim. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Unless you and LJT otherwise agree, one person's claims may not be consolidated with those of any other person. If a court determines that a claim or request for public injunctive relief may not be waived and all appeals from that decision have been exhausted (or it is otherwise final), you and LJT agree that any claim or request for public injunctive relief shall be stayed and resolved by a court pending arbitration of the remaining claims and requests for relief.

The decision of the arbitrator shall be in writing and shall set forth the essential findings of fact and legal analysis. The decision of the arbitrator will be final, binding and conclusive on LJT and you. A judgment to enforce the decision may be entered by a court of competent jurisdiction, however, any award that has been satisfied may not be filed or entered in court. The decision of the arbitrator shall have no preclusive effect in any proceeding involving non-identical parties.

LJT and you agree that dispositive motions, including, without limitation, motions to dismiss and motions for summary judgment, will be allowed in the arbitration. Each party reserves the right to request a telephonic, video, or in-person hearing in arbitration. You and LJT's representative shall personally appear at any hearing ordered by the arbitrator (along with your and LJT's counsel, if represented). Should either party make such a request, a hearing shall be held. The parties can agree to waive a hearing. If an in-person hearing is held, it shall be conducted at a location reasonably convenient to you or at another mutually agreed-upon location.

- **D. ADDITIONAL PROCEDURES FOR MULTIPLE CASE FILINGS:** The following provisions set forth additional procedures that apply to mass or multiple case filings. If twenty-five (25) or more similar claims are asserted against LJT by the same or coordinated counsel or are otherwise coordinated consistent with the definition and criteria of Mass Filings set forth in the AAA Rules (and your claim is one of them), you and we understand and agree that these additional procedures shall apply and the resolution of your Claim might be delayed. The parties agree that throughout this process, their counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing.
  - Stage One: Each case shall be assigned to a different arbitrator unless the parties agree otherwise. If there are fewer than one hundred (100) claims, all will be

filed in individual arbitrations. Any remaining claims shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed or collected in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall engage in a global mediation session of all remaining claims with a retired federal or state court judge to be jointly selected by counsel for the parties, and LJT shall pay the mediator's fee.

- Stage Two: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for LJT shall each select one hundred (100) claims per side to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agree to in writing following mediation or through continuing, good faith discussions. No more than two (2) cases may be assigned to a single arbitrator unless the parties agree otherwise. If there are fewer than two hundred (200) claims, all will be filed in individual arbitrations. Any remaining claims shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed or collected in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall engage in a global mediation session of all remaining claims with a retired federal or state court judge to be jointly selected by counsel for the parties, and LJT shall pay the mediator's fee.

If your claim is not resolved as part of the staged process set forth above, either:

- Option One: You and LJT may, separately or by agreement, opt out of arbitration and elect to have your claim heard in a court of competent jurisdiction consistent with these Terms. You may opt out of arbitration by providing your individual, personally signed notice of your intention to opt out to LJT within thirty (30) days after the conclusion of Stage Two either via email to [legal@hbse.com](mailto:legal@hbse.com) or to: Loew's Jersey Theatre c/o Prudential Center, Attn: General Counsel, 25 Lafayette Street, Newark, New Jersey 07102. LJT may opt your claim out of arbitration by sending an individual, personally signed notice of its intention to opt out to your counsel via email at the earliest possible time and no more than thirty (30) days following the expiration of your thirty (30) day opt-out period. Counsel for the parties may agree to adjust these deadlines.

OR

- Option Two: If neither you nor LJT elect to have your claim heard in court consistent with Option One, then you agree that your claim will be resolved through continuing staged proceedings as set forth below. Assuming the number of remaining claims exceeds two hundred (200), then 200 claims shall be randomly selected (or selected through a process agreed to by counsel for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is fewer than 200, then all of those claims shall be filed and proceed in individual arbitrations. No more than five (5) cases within any set of two hundred (200) cases may be assigned to the same arbitrator to proceed individually, unless the parties agree otherwise in writing. Any remaining claims shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed or collected in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings

as part of a staged process. After each set of two hundred (200) claims are adjudicated, settled, withdrawn, or otherwise resolved, this process shall repeat consistent with these parameters. Counsel for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and the AAA to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

**Any relevant limitations period and filing fee or other deadlines shall be tolled subject to these Additional Procedures for Multiple Case Filings from the time the first cases are selected for a staged process until your claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration.**

You and LJT agree that each values the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between the parties. You and LJT acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Multiple Case Filing procedures have been reasonably designed to result in an efficient and fair adjudication of claims.

A court of competent jurisdiction shall have the authority to enforce these Additional Procedures for Multiple Case Filings and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment and collection of arbitration fees. If these Additional Procedures for Multiple Case Filings apply to your claim, and a court of competent jurisdiction determines they are not enforceable as to your claim, then your claim shall proceed in a court of competent jurisdiction consistent with these Terms of Use.

- **E. OPT OUT OF ARBITRATION:** You have the right to opt out of arbitration by sending LJT a personally signed, written notice of your decision to opt out via email to [legal@hbse.com](mailto:legal@hbse.com) within thirty (30) days of your first access or use of the Website. Such an opt-out email must be sent by you personally, and not by your agent, attorney, or anyone else purporting to act on your behalf. It must include a statement that you wish to opt out of arbitration. As referenced above, this notice must be sent within thirty (30) days of your first access or use of the Site, otherwise you shall be bound to arbitrate any disputes in accordance with the terms of these provisions. If you opt out of arbitration, LJT also will not be bound to arbitrate. If you do not affirmatively elect to opt out as described above, your access or use of the Site will be deemed to be your irrevocable acceptance of this Section 12. By opting out of arbitration, you agree to resolve any disputes consistent with these Terms of Use.
- **F. OPT OUT OF FUTURE CHANGES.** In addition, if LJT makes any future change to the arbitration provisions in this Section 12 (other than a change to the notice address), you may reject any such change by sending LJT a personally signed, written notice of your decision to opt out of those changes within thirty (30) days of notice of the change either to [legal@hbse.com](mailto:legal@hbse.com) or via mail to Loew's Jersey Theatre c/o Prudential Center, Attn: General Counsel, 25 Lafayette Street, Newark, New Jersey 07102, which notice must include (i) your full name, mailing address, telephone number, email address and, if applicable, the username associated with any account or newsletter, and (ii) a description of when and how you interacted with LJT. Such opt out must be sent by you personally,

and not by your agent, attorney, or anyone else purporting to act on your behalf. It must include a statement that you wish to reject the change to the arbitration provisions. This is not an opt out of arbitration altogether.

- **G. SEVERABILITY; APPLICATION TO PARENT AND AFFILIATES.** Except as specifically provided herein, if any clause within this Section 12 is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. The terms of these arbitration provisions will also apply to any Claims asserted by you against any present or future parent or affiliated company of LJT to the extent that any such Claims arise out of your access to, and/or use of the Website, and/or the provision of content, services, and/or technology on or through the Website.

### 13.) CLASS ACTION WAIVER AND JURY TRIAL WAIVER.

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. THIS SECTION WILL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW.

For purposes of this Section 13, references to References to "we," "our," "us" and the "LJT" shall have the same meaning ascribed to them in the first full paragraph of these Terms of Use. References to "you" and "your" include you and all authorized or unauthorized users or beneficiaries of the Website under these or prior Terms of Use.

LJT and you agree that, to the fullest extent permitted by applicable law, LJT and you will resolve any disputes, claims or controversies on an individual basis, and that any claims brought (whether in court or in arbitration) against the other will be brought only in an individual capacity, and neither party will participate as a plaintiff, claimant, or class member in any class, collective, consolidated, private attorney general, or representative proceeding. This means that you and LJT may not bring a claim on behalf of a class or group and may not bring a claim on behalf of any other person unless doing so as a parent, guardian, or ward of a minor or in a similar capacity for an individual who cannot otherwise bring their own individual claim. This also means that you and LJT may not participate in any class, collective, consolidated, private attorney general, or representative proceeding brought by any third party.

Notwithstanding the foregoing, you or LJT may participate in a class-wide settlement. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in Essex County, New Jersey.

The terms of this provision will also apply to any claims asserted by you against any parent or affiliated company of LJT to the extent that any such claims arise out of your access to, and/or use of the Website, and/or the provision of content, services, and/or technology on or through the Website.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND LJT WAIVE ANY RIGHT TO A JURY TRIAL.

### 14.) LIMITED TIME TO FILE CLAIMS:

For purposes of this Section 14, references to "you" and "your" include you and all authorized or unauthorized users or beneficiaries of the Website under these or prior Terms of Use.

You agree that you will assert any Claim arising out of your use of any Website within one (1) year after the Claim arises, or such Claim will be barred.

SEE SECTION 19 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 14.

#### 15.) CHOICE OF LAW:

For purposes of this Section 15, references to References to "we," "our," "us" and the "LJT" shall have the same meaning ascribed to them in the first full paragraph of these Terms of Use. References to "you" and "your" include you and all authorized or unauthorized users or beneficiaries of the Website under these or prior Terms of Use.

These Terms of Use and any Claims between you and LJT will be governed by the laws of the State of New Jersey without regard to its principles of conflicts of laws. You further agree to accept service of process by certified mail, return receipt requested at the address designated by you. LJT will be entitled to recover court and arbitration costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of these Terms of Use.

Unless you and LJT agree otherwise, to the fullest extent permitted by applicable law, the state and federal courts of Essex County, New Jersey shall have exclusive jurisdiction over any Claims between you and LJT (except for Claims brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of any provisions of these Terms of Use (including the arbitration provisions and class action waiver). You and LJT consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis to seek transfer or change venue of such action to another court.

#### 16.) INJUNCTIVE RELIEF

For purposes of this Section 16, references to References to "we," "our," "us" and the "LJT" shall have the same meaning ascribed to them in the first full paragraph of these Terms of Use. References to "you" and "your" include you and all authorized or unauthorized users or beneficiaries of the Website under these or prior Terms of Use.

You acknowledge and agree that any violation of these Terms of Use relating to the disclosure, use, copying, distribution, display, or publishing of the information and/or content on the Website and/or its associated services and/or offerings may result in irreparable injury and damage to LJT that may not be adequately compensable in money damages, and for which LJT will have no adequate remedy at law. You, therefore, consent and agree that LJT may obtain injunctions, orders, or other equitable relief as may be reasonably necessary to ensure compliance with these Terms of Use. You waive any requirement of the posting of a bond that may apply for issuance of any injunctions, orders, or other equitable relief.

#### 17.) GENERAL PROVISIONS:

Those who choose to access this Website do so at their own risk and on their own initiative and are responsible for compliance with all applicable local laws. LJT does not represent that the Website and the services and Content provided therein are appropriate or available for access and use in countries outside the United States. If you choose to access and use the Website from outside the United States, you are solely responsible for compliance with any applicable foreign laws. If any

provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. Any waiver of any provision of these terms must be in writing signed by an authorized representative of LJT to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. This is the entire agreement between us relating to the subject matter herein and shall not be modified except as noted below.

SEE SECTION 19 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 17.

18.) AMENDING THE TERMS AND CONDITIONS OF USE: These Terms of Use constitute the entire agreement between the parties and supersede all prior and contemporaneous written or oral agreements, proposals or communications with respect to the subject matter herein between you and LJT. We may add to, change or remove any part of these Terms of Use at any time, without notice. Any changes to these Terms of Use or any terms shown on this Website apply as soon as they are shown. By continuing to use this Website after any changes are posted, you are indicating your acceptance of those changes. It is therefore your responsibility to check these Terms of Use each time you use this Website, so that you can take note of any amendments we may make. We may add, change, discontinue, remove or suspend any other Content displayed on this Website, including features and specifications of products and services described or depicted on the Website, temporarily or permanently, at any time, without notice and without liability. Any amendment goes into effect on the date on which it is added to these Terms of Use.

19.) EXCLUSIONS AND LIMITATIONS; CONSUMER PROTECTION NOTICE: If you are a consumer, the provisions in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of your State of residence.

If you are a New Jersey resident or otherwise have rights under New Jersey's consumer protection laws, the terms of Sections 5, 6, 7, 8, 10, 17, and 18 do not limit or waive your rights under New Jersey law and the provisions in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. In any event, LJT reserves all rights, defenses and permissible limitations under the laws of New Jersey and under the laws of your State of residence.

Notwithstanding the foregoing, nothing in this Section shall modify Subsection 12 ("Dispute Resolution and Binding Arbitration"), Subsection 13 ("Class Action Waiver and Jury Trial Waiver") and Subsection 14 ("Limited Time to File Claims").

20.) SEVERABILITY: If any provision of these Terms of Use are determined to be invalid or unenforceable under any rule, law or regulation, the validity or enforceability of any other provision of these Terms of Use shall not be affected, and in lieu of such invalid or unenforceable provision, there shall be added automatically, as part of these Terms of Use, a provision as similar in terms as may be valid and enforceable, if possible.

21.) CONTACT: If you have any comments or questions about the above Terms of Use, please contact:

LJT Website  
c/o Prudential Center  
25 Lafayette Street  
Newark, NJ 07102  
(973) 757-6500  
(973) 757-6550 (fax)