

## SEASON TICKET TERMS AND CONDITIONS

This Season Ticket Agreement (the “Agreement”) is entered into between the purchaser of the season tickets (“Account Holder”) and Pittsburgh Associates, LP (“Pirates”) (collectively the “Parties”).

In consideration of the promises and mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the Parties agree as follows:

1. Account Holder hereby agrees to purchase a season ticket package which shall consist of tickets to a designated number of individual Pirates games. Each individual game ticket is a limited, revocable license issued by the Pirates to attend the baseball game listed on the applicable ticket.
2. The “Account” is the revocable license granted by this Agreement to purchase the tickets specified in the Season Ticket Invoice provided to Account Holder by the Pirates for the price set forth on the Season Ticket Invoice. All Season Ticket Account sales are final and no refunds or exchanges will be made, except as expressly provided in this Agreement. The Pirates reserve the right to set a limit on how many season tickets an Account Holder may purchase.
3. The terms and conditions applicable to the Account include those provided:
  - (a) in this Agreement;
  - (b) on each individual game ticket (which are incorporated by reference in this Agreement);
  - (c) on the Pirates website at [www.pirates.com](http://www.pirates.com) (including without limitation, the Guest Conduct standards posted online at [www.pirates.com/a-z](http://www.pirates.com/a-z));
  - (d) on any signage in PNC Park; and
  - (e) orally or in writing by authorized team or stadium personnel.

The Pirates reserve the right to amend or supplement the terms and conditions contained in this Agreement at any time. The Pirates may amend or supplement either by providing written notice to Account Holder or by posting information about, and/or revisions or amendments to the terms and conditions online at [www.pirates.com](http://www.pirates.com). It is the responsibility of Account Holder to read and comply with all updated terms and conditions at all times. The Pirates are not responsible for problems, losses or inconveniences experienced because Account Holder did not read information regarding the Account or this Agreement or because the information was mailed to a former or incorrect physical or e-mail address.

4. The Pirates reserve the right to revoke or terminate the license granted to an Account through this Agreement or granted through an individual ticket without any refund or compensation if, in the Pirates’ sole discretion, an Account Holder or an individual ticket

holder violates any of the applicable terms and conditions explained herein or otherwise acts in any manner that could negatively affect the experience of any other persons within PNC Park.

5. Pirates season ticket plans are not transferrable. This Agreement, the Account, and any rights Account Holder may have hereunder shall not be assigned or transferred in any manner, whether voluntarily or by gift, bequest, or operation of law, by the Account Holder to any other person or entity without express written consent from the Pirates. In the event of any purported transfer, offer of transfer, or attempted transfer, the Pirates have the right, but not the obligation, to terminate this Agreement and the Account by providing written notice to Account Holder and tendering the remaining pro rata portion of the amount paid by Account Holder within a reasonable time after providing such notice. Only the Account Holder of record is allowed to make any changes to the Account. Account Holders should contact the Pirates by mail or phone if contact information changes. The Pirates reserve the right to require an Account Holder to provide proof of identity and authorization to act before making any Account changes.
6. The Parties agree that it is a material breach of this Agreement for Account Holder to (or attempt to) sell, trade, forward, or otherwise transfer Account tickets to a third party ticket broker, agency, or individual who purchases, sells, and/or otherwise transfers game tickets without the express written consent of the Pirates.
7. In the event of a material breach of this Agreement by Account Holder, the Pirates shall have the right, but not the obligation, to terminate the Account. In the event that the Pirates terminate the account under this paragraph, Account Holder agrees to pay the Pirates liquidated damages in an amount equal to any balance remaining on the Invoice for the Account at the time of termination.
8. The Pirates may provide an electronic ticket resale and/or transfer system (the "System"). Any and all use of the System is subject to the terms and conditions associated with the Account and with accessing said System. The Pirates reserve the right to suspend, modify, replace and/or cancel the System at any time in their sole discretion. The Pirates reserve the right to disengage Account Holder's access to electronically post for sale and forward tickets or revoke Account Holder's Account if the Account and/or System Terms & Conditions are violated.
9. Absent express, written consent from the Pirates, the Account and tickets obtained by the Account Holder shall not be used for advertising, promotion (including contests and sweepstakes), or other trade or commercial purposes.
10. Season tickets plans do not confer any ownership or leasehold rights on Account Holder. Season ticket plans are offered on a single-season basis only. The purchase of season tickets for the current season does not entitle an Account Holder to purchase season tickets or to have tickets for a particular seat or seating area in any subsequent year. Season ticket sales in future seasons are subject to any changes, limitations and/or deadlines that have been or may be imposed by the Pirates. In particular, the Pirates expressly reserve the right to:

- (a) change season ticket policies and prices at any time and for any reason;
  - (b) apply components of season ticket purchases, such as policies, prices, or Benefits, differently to different persons or entities, including without limitation persons who are engaged in reselling tickets (whether licensed to do so or not);
  - (c) charge an administrative fee in connection with any reissuance of tickets that are lost or stolen or any approved correction or change to Account information; or
  - (d) refuse to sell future season tickets to any individual or entity, including, but not limited to, individuals or entities who:
    - i. fail to comply with any applicable payment deadline or other condition or restriction;
    - ii. resell tickets to third parties (whether licensed to do so or not); or
    - iii. engage in, or permit the use of their tickets by any person who engages in, conduct prohibited by team or stadium policies, including without limitation the Guest Conduct standards posted online [www.pirates.com/a-z](http://www.pirates.com/a-z);
11. If the Pirates are authorized by Major League Baseball to issue Post-Season tickets, Account Holder may be entitled to purchase one ticket for every possible Post-Season game for each seat held in the account. Account Holder may not resell any Post-Season tickets for a premium in excess of any amount allowed by federal, state or local law. If Account Holder sells or offers to sell any Post-Season tickets at or near PNC Park, he or she will be removed from the premises and prosecuted, and could lose future rights to purchase tickets from the Pirates. Post-Season tickets may be subject to additional terms and conditions. The Pirates reserve the right to offer Account Holder relocated seats for Post-Season games. To the extent that any Post-Season games purchased by an Account Holder are not played, Account Holder may be offered the opportunity to seek a refund of amounts paid for unplayed Post-Season games, less any applicable service charges or fees, or to request that amounts paid for unplayed Post-Season games be applied to future ticket charges. In the event that an Account Holder opts to have such amounts applied to future ticket charges, however, such decision does not automatically confer any right on the Account Holder to purchase tickets in the future, including without limitation, season tickets. The Pirates reserve the right to refund any amounts paid for unplayed Post-Season games to Account Holder, without interest or damages of any kind, in the event that the Pirates determine, in their sole discretion, not to grant Account Holder a license to purchase tickets in the future.
12. Certain Account Holders may be eligible to receive benefits, experiences and discounts (“Benefits”) in addition to their game tickets at no additional charge. The Pirates have sole discretion to determine which Account Holders qualify for such benefits. Benefits may be modified, revoked or terminated by the Pirates, as to an individual Account Holder or all Account Holders, at any time and for any reason, without compensation or damages of any

kind. Account Holders that resell more than 50% of the tickets purchased through their Account may not be eligible for any Benefits.

13. The Pirates are not responsible for lost tickets, stolen tickets, or tickets left at another location. Tickets may be replaced at the sole discretion of the Pirates and the Pirates may impose an additional cost on replacement tickets in their sole discretion. Stolen season tickets will be replaced only upon written request made by the Account Holder, accompanied with a police report identifying the theft of the tickets. In the event the Pirates replace any ticket, the replacement ticket will be honored over the original ticket in all cases and the original ticket will be null and void.
14. In consideration for being allowed to purchase a season ticket plan, Account Holder agrees that ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THE PURCHASE, SALE OR USE OF PIRATES TICKETS OR ATTENDANCE AT PIRATES GAMES SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION before a single arbitrator appointed by the American Arbitration Association ("AAA") in accordance with its then governing rules and procedures, including the Supplementary Procedures for Consumer-Related Disputes, where applicable. Account Holder and the Pirates WAIVE ALL RIGHTS TO A TRIAL BY JURY in any action or proceeding involving any claim. Any claim arising under this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The arbitration shall be held in Allegheny County, Pennsylvania, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Account Holder and the Pirates agree that the arbitrator shall have authority to award legal and equitable relief available in the courts of the State of Pennsylvania, provided that: (1) the arbitrator shall not have authority to award consequential damages (regardless of foreseeability) or punitive damages; and (2) any and all claims shall be arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a claim of any other party. This arbitration undertaking is made pursuant to and in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act.
15. The Pirates may terminate this Agreement at any time upon providing written notification to Account Holder. In the event of termination, the Pirates shall refund the pro rata portion of the license fee for the remaining home games in the term to the Account Holder within a reasonable time, unless termination is the result of Account Holder's material breach of the terms and conditions explained herein, in which case Account Holder shall not be entitled to any refund, future credit, or damages of any kind.
16. By tendering a payment to the Pirates, creating the Account, accepting tickets, or redeeming any tickets for admission to any game, Account Holder expressly agrees to be bound by these terms and conditions.