

**2012 WASHINGTON NATIONALS BUY 2 GET 2 FREE PROGRAM  
TERMS AND CONDITIONS**

**General**

1. The "Buy 2 Get 2 Free" Program is offered at the discretion of the Washington Nationals Baseball Club ("WNBC"). Participation in WNBC's Buy 2 Get 2 Free Program is subject to these terms and conditions, rules, regulations, policies and procedures ("Terms and Conditions") that WNBC may, in its discretion, adopt from time to time.
2. **THIS IS A BINDING AGREEMENT.** By participating in the Buy 2 Get 2 Free Program you are agreeing to these Terms and Conditions. If you do not wish to abide by these Terms and Conditions you are not permitted to participate in the Buy 2 Get 2 Free Program.
3. WNBC has the right to change, limit, modify or cancel the Terms and Conditions and program offerings at any time, with or without notice. A current version of the Terms and Conditions are posted online at [www.nationals.com/2012](http://www.nationals.com/2012).

**Eligibility**

4. In order to become an "Eligible Participant" who may participate in the Buy 2 Get 2 Free Program, an individual must place a "Deposit" on at least two (2) "Eligible Tickets" and pay in full for such Eligible Tickets prior to the first home game played at Nationals Park during the 2012 Major League Baseball regular season (the "2012 Season"). An Eligible Ticket is defined as a full season ticket for the 2012 Season located in Section 137, Section 108, or Section 235. To participate in the Buy 2 Get 2 Free Program, an Eligible Participant must place a Deposit on two (2) Eligible Tickets in an amount greater than or equal to twenty-five percent (25%) of the full season price of such Eligible Tickets immediately upon reserving such tickets. In the event of non-payment or delinquent payment, all rights to participate in the Buy 2 Get 2 Free Program shall be forfeited.
5. Notwithstanding anything to the contrary contained in these Terms and Conditions, an individual participating in the Buy 2 Get 2 Free Program may also be eligible to participate in the "Finish Strong Program". The Finish Strong Program is governed by a separate set of Terms and Conditions that are posted online at [www.nationals.com/2012](http://www.nationals.com/2012).

**Free Tickets**

6. An Eligible Participant shall receive two (2) complimentary full season tickets for every two (2) Eligible Tickets for which the Eligible Participant makes a timely Deposit and pays for in full prior to the first regular season home game of the 2012 regular Season ("Free Tickets"). Free Tickets will be located in the same Section as the Eligible Tickets. By way of example only, if an Eligible Participant makes a Deposit on two (2) full season tickets located in Section 137 and pays in full for such tickets prior to the first regular season home game of the 2012 Season, the Eligible Participant shall receive two (2) free full season tickets also located in Section 137.
7. WNBC shall issue Free Tickets to an Eligible Participant only after the Eligible Participant has paid in full for the Eligible Tickets. In the event of non-payment or delinquent payment, and/or in the event that the Eligible Participant decides to move to a Section where no Eligible Tickets are offered or available and/or decides to down-grade from a full season ticket plan to a non-full season plan for the 2012 Season (i.e. a plan that did not entitle the individual to receive tickets for each and every regular season home game of the 2012 Season including, but not limited to, a Half Season Plan, a Partial Season Plan, or Mini Season Plan), all rights to participate in the Buy 2 Get 2 Free Program shall be forfeited. Notwithstanding the foregoing, WNBC is entitled to, among other things, apply all monies paid to WNBC in connection with the Eligible Tickets (as a Deposit or otherwise) toward the face value of any "Reward Tickets" issued to the Eligible Participant in connection with his/her participation in the Finish Strong Program (if the Eligible Participant is also participating in the Finish Strong Program), with the remainder, if any, being applied to tickets for the 2012 Season.
8. Free Tickets will be sent to the address on file for the Eligible Participant. Eligible Participants are responsible for maintaining accurate and updated personal information with WNBC. Updates can be made by notifying WNBC by mail at Washington Nationals, Attn: Ticket Services, Nationals Park, 1500 South Capitol Street, S.E., Washington, D.C. 20003. WNBC is not responsible for Free Tickets that are not received as a result of erroneous or outdated personal information. WNBC is not responsible for requests or Free Tickets lost, misdirected, or delayed in the mail, nor do they guarantee on time delivery of the Free Tickets.
9. With the exception only of the Finish Strong Program (and only to the extent described in the Finish Strong Program Terms and Conditions available online at [www.nationals.com/2012](http://www.nationals.com/2012)), Free Tickets cannot be combined with any other ticket offer, including Season Ticket Exchange Programs or any individual ticket offer.
10. No credit will be issued for any Free Tickets not used.
11. Free Tickets cannot be upgraded (i.e., an individual cannot turn in a Free Ticket located in Section 108 and pay the difference for a ticket located in Section 110).
12. Eligible Tickets and Free Tickets that are part of the Buy 2 Get 2 Free Program for home games that are rained out, postponed or cancelled for any reason, may be used on the rescheduled game/makeup date only.
13. No Free Tickets will be issued for any post-season games or "non-baseball events" held at Nationals Park.
14. The purchase of Eligible Tickets and receipt of any Free Tickets does not confer any parking privileges upon any Eligible Participant.
15. Free Tickets may not be re-sold by any means, electronic or otherwise. WNBC reserves the right to revoke and refuse to honor any Free Tickets that have been resold.
16. In case of fraud or abuse involving the Buy 2 Get 2 Free Program, WNBC will have the right to take appropriate administrative and/or legal action, including, but not limited to, revocation/cancellation of Free Tickets.
17. WNBC is not responsible for lost or stolen Free Tickets; no replacements will be provided.
18. Free Tickets have no cash value and may not be redeemed for cash.
19. Deposits and Free Tickets are not refundable, exchangeable, replaceable, or transferable for cash or credit unless specifically permitted by these Terms and Conditions.

**Miscellaneous**

20. By participating in the Buy 2 Get 2 Free Program, an Eligible Participant agrees to receive advertising, marketing materials and other communications from WNBC.
21. All questions or disputes regarding eligibility will be resolved by WNBC in its sole discretion. WNBC has the sole discretion to interpret and apply the Terms and Conditions.
22. Eligible Participants are solely responsible for determination of any tax liability arising out of earning or using Free Tickets or otherwise participating in the Buy 2 Get 2 Free Program.
23. The awarding of Buy 2 Get 2 Free Program benefits is void where prohibited by law.
24. WNBC's waiver of any breach of these Terms and Conditions shall not constitute a waiver of any other prior or subsequent breach of these Terms and Conditions. WNBC's failure to insist upon strict compliance with these Terms and Conditions shall not be deemed a waiver of any rights or remedies that it may have against that or any other participant in the Buy 2 Get 2 Free Program.
25. Eligible Ticket and Free Ticket holders and each of their guests shall at all times maintain proper decorum while attending games at Nationals Park, and will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations, as well as all rules and regulations as are adopted and revised from time to time by WNBC or any of its affiliated entities. WNBC reserves the right to exclude or eject any and all unruly, rowdy or disruptive persons from Nationals Park without liability and ticket holders shall be fully responsible for any damages or expenses, direct or indirect, incurred by WNBC as a result of such disruptive behavior and/or ejection.
26. The Buy 2 Get 2 Free Program shall be governed by the internal laws of the District of Columbia, without regard to its conflicts of laws, rules or policies. WNBC, Eligible and Free Ticket holders, and Eligible Participants agree that any dispute, claim or controversy arising from or relating to this agreement or participation in the Buy 2 Get 2 Free Program shall be resolved by binding arbitration conducted in the District of Columbia. The parties acknowledge and agree that each has chosen arbitration rather than litigation to resolve any such dispute, claim or controversy. The parties understand that a judgment on any arbitral award may be entered in any court having jurisdiction. No arbitration under these Terms and Conditions shall be consolidated with any other arbitration, and the earning and redeeming of points and certificates are subject to all applicable local laws and regulations. Awards are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in the United States of America. If any part of these Terms and Conditions is held to be unlawful or unenforceable, such part will be deemed deleted from these Terms and Conditions in such jurisdiction and the remaining provisions will remain in force. All disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Buy 2 Get 2 Free Program, shall be resolved individually, without resort to any form of class action.
27. **LIMITATION OF LIABILITY. BY USING THE ELIGIBLE AND/OR FREE TICKETS, THE ELIGIBLE PARTICIPANT AGREES THAT WNBC AND ITS AFFILIATES AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY MEMBERS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF AN ELIGIBLE TICKET AND/OR FREE TICKET, OR PARTICIPATING IN THE BUY TWO GET TWO FREE PROGRAM OR RELATED ACTIVITY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY FREE TICKET CANNOT BE USED. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, WEATHER, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY. THIS SECTION WILL SURVIVE TERMINATION OF EACH ELIGIBLE PARTICIPANT'S PARTICIPATION IN THE BUY 2 GET 2 FREE PROGRAM.**