



Scranton/Wilkes-Barre RailRiders
Season Ticketholder Agreement

PNC Field ♦ 235 Montage Mountain Road ♦ Moosic, PA 18507 ♦ 570-969-2255
www.swbrailriders.com

TRIPLE-A AFFILIATE OF THE 

SCRANTON/WILKES-BARRE RAILRIDERS SEASON TICKETHOLDER AGREEMENT

This Scranton/Wilkes-Barre RailRiders Season Ticketholder Agreement (the "Agreement") is entered into between the purchaser of Scranton/Wilkes-Barre RailRiders regular season tickets ("Account Holder") and SWB Yankees, LLC ("Club"). By purchasing Scranton/Wilkes-Barre RailRiders regular season ticket(s) (a "Ticket" or collectively, the "Tickets"), and in consideration of the promises and mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. All Ticket sales are final and no refunds or exchanges will be made, except as expressly provided in this Agreement.
2. Each Ticket to a Scranton/Wilkes-Barre RailRiders baseball game is a limited, revocable license (the "Revocable License") granted by the Club to attend the baseball game at PNC Field or any other venue in which the Club's "home" games may be played (collectively, the "Ballpark") listed on the applicable Ticket. The "Account" is the Revocable License for Tickets granted by this Agreement to the Account Holder to purchase the number of Tickets specified on the Ticket sale invoice ("Invoice") provided to Account Holder by the Club for the price set forth on the Invoice. Notwithstanding any other provision of this Agreement, the Account Holder acknowledges and agrees the Revocable License for all Tickets held within an Account as well as the Account itself may be terminated by the Club at any time with or without cause in the sole discretion of the Club. The Club reserves the right to set a limit on how many Tickets an Account Holder may purchase and further reserves the right to modify or change all terms and conditions set forth in this Agreement.
3. The purchase of Tickets pursuant to this Agreement may require Account Holder to place a non-refundable/non-transferable season ticket deposit ("Deposit") as set forth in the Invoice. By placing a Deposit with a credit card or paying for Tickets with a credit card, an Account Holder authorizes the Club to charge the credit card account identified or provided by the Account Holder, or any substitute credit card account that Account Holder may later provide for the Deposit and/or Tickets.
4. The terms and conditions applicable to the Tickets and the Account include those provided:
 - a) in this Agreement, which also includes Ticket Transfer Restrictions, as set forth below;
 - b) on each Ticket (whether electronic or paper), which are incorporated by reference in this Agreement;
 - c) on the Club's website at www.swbrailriders.com;
 - d) on any signage at PNC Field;
 - e) orally or in writing by authorized Club or Ballpark personnel.

The Club reserves the right to amend or supplement the terms and conditions contained in this Agreement by providing either (i) written notice to Account Holder or (ii) posting such revisions or amendments to the terms and conditions on www.swbrailriders.com when adopted by the Club. It is the responsibility of Account Holder to read and comply with all information. The Club is 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.

5. Accounts shall not be assigned or transferred in any manner, whether in whole or in part, voluntarily or by gift, bequest, or operation of law, by the Account Holder to any other person or

entity without the express consent of the Club. In the event of any purported transfer, offer of transfer, or attempted transfer of an Account, the Club has the right, but not the obligation, to terminate this Agreement, the Account and the use of Tickets by providing written notice to Account Holder and tendering the remaining pro rata portion of the Ticket amount paid by Account Holder within a reasonable time after providing such notice. Only the Account Holder of record is allowed to make changes to the Account. Account Holders should contact the Club by mail or phone if contact information changes. The Club reserves the right to require an Account Holder to provide proof of identity and authorization to act before making any Account changes.

6. The Club reserves the right to revoke or terminate the Revocable License for Tickets granted to an Account Holder through this Agreement without any refund or compensation if, in the Club's sole discretion, an Account Holder, Registered Share Partner or Ticket Holder violates the terms of this Agreement, acts in any manner that in the opinion of the Club could negatively affect the health or experience of any other person at the Ballpark, or violates other policies and regulations of the Club.
7. Notwithstanding the provisions of Section 6 above with respect to Broker Activity (as defined below), certain Account Holders may be permitted to operate as a Broker Account (as also defined below). If an Account is permitted by the Club to operate as a Broker Account and to conduct ticket sales as a Broker Account, the Account Holder and all other parties deemed necessary by the Club (collectively the "Broker Parties") must agree to be bound by certain additional terms and conditions, set forth in a separate agreement, in writing, between the Club and the Ticket Broker Parties.
8. Certain Accounts may be eligible to receive benefits, experiences and/or discounts ("Benefits"), including but not limited to Tribe Rewards, in addition to their Tickets. Determinations about Accounts that qualify for such Benefits are at the sole discretion of the Club and may require becoming a member to a Scranton/Wilkes-Barre RailRiders season ticketholder membership program. Benefits and/or membership rights may be modified, revoked or terminated by the Club, as to an Account, at any time and for any reason, without compensation or damages of any kind. Broker Accounts are not eligible for Benefits or membership privileges.
9. Tickets shall not be resold or offered for resale in a manner or at a price (i) in violation of any existing law, policy or regulation, or (ii) contrary to the rules and regulations of this Agreement.
10. Absent express, written consent from the Club, 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.
11. Subject to the Club's right to terminate the Revocable License granted by it at any time as set forth in Section 2 above, Ticket Accounts are offered for the specific regular season or seasons indicated on the Invoice. Accordingly, an Account does not entitle the Account Holder or any Registered Share Partner to Tickets for a particular seat or seating area in any subsequent seasons and only permits access to such seats or areas for the designated season(s) on the Invoice, such access at all times subject to the rights of the Club as set forth in this Agreement. Under no circumstances shall an Account or this Agreement confer any ownership, property or leasehold rights in Tickets for Account Holders or Registered Share Partners. Ticket sales are subject to any changes, limitations and/or deadlines that have been or may be imposed by the Club. In particular, the Club expressly reserves the right to:

a) change Ticket and/or Account policies and prices at any time and for any reason;

b) disallow Benefits or apply Benefits differently to different Accounts, including without limitation Broker Accounts, as such term is defined herein;

c) charge an administrative fee in connection with any issuance, printing and/or reissuance of non-mobile Tickets, or any administrative fee necessary for the approved modification to Account information; or

d) refuse to sell Tickets to any individual or entity, including, but not limited to, individuals or entities who:

i. engage in, or permit the use of their Tickets by any person who engages in, conduct prohibited by the Club or Ballpark policies;

ii. engage in or fail to properly disclose to the Club any Broker Activity unless such activity is subject to a written agreement as set forth in Section 8 above; or

iii. fail to comply with any applicable payment deadline or other condition or restriction of this Agreement;

12. The Club may provide an electronic ticket exchange and/or transfer system (the "System") to Account Holders. Any and all use of the System is subject to the terms and conditions of this Agreement and with those associated with accessing the System. The Club reserves the right to suspend, modify, replace and/or cancel the System at any time in their sole discretion. The Club reserves the right to cancel access to the System in the event any Account Holder or Registered Share Partner violates this Agreement and/or the terms and conditions associated with accessing the System.
13. Any errors or mismanagement of the System by Account Holder or a Registered Share Partner shall not be the responsibility of the Club. The Club is not responsible for lost Tickets, stolen Tickets, or Tickets left at another location. Tickets may be replaced at the sole discretion of the Club who may impose an additional cost. Stolen 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 Club replaces 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. All pre-game or post-game events at the Ballpark, including but not limited to, pyrotechnic displays, post-game concerts or other promotions are subject to modification or cancellation and no part of the Ticket purchase price will be refunded in the event of such cancellation.
15. By attending any Scranton/Wilkes-Barre RailRiders baseball game, the Ticket Holder assumes all risk, hazard and danger associated with Ticket Holder (and any minor accompanying Ticket Holder to the baseball game ("Minor(s)"), (i) being a spectator before, during, and after the baseball game (including all warm-ups, practices, pre-game, post-game and between-inning or intermission activities, promotions and competitions) and/or (ii) attending, observing or participating in the game or game events, in each case, whether any such risk, hazard and/or danger occurs prior to, during or subsequent thereto, including but not limited to the danger of being injured by thrown bats; bat fragments; thrown or batted balls; thrown, dropped, or launched items; projectiles; persons; animals; other hazards or distractions; and any incidents, accidents or illness associated with crowds of people or the actions, negligence or misconduct of other spectators. By attending the baseball game, each Ticket Holder further acknowledges that his/her attendance at the baseball game and all game events are voluntary, and therefore releases, to the furthest extent permitted by law, the Club and all entities and affiliates associated with MLB and MiLB, together with their respective agents, players, officers, employees and owners (collectively, the "Released Parties") for injuries or loss of personal property resulting from all risk and danger incidental to the baseball game and the risks or any incidents associated with crowds of people.
16. Ticket Holder (i) consents to allowing the Club or its designated agents to inspect Ticket Holder's and/or Minor(s)' person and/or any bags, clothing, or other articles for health, safety and security purposes, whether by walk-through metal detection, handheld metal detection, bag checks or other reasonable measures; (ii) consents to health-related conditions for attendance that are now or may later be established by MLB or MiLB Entities or the Club, including any requirements pertaining to the wearing of masks and/or social distancing (the "Health-related Conditions"), and (iii) acknowledges and agrees that Ticket Holder and/or Minor(s) may be denied entry to or ejected from the game or game events if Ticket Holder and/or Minor(s) is/are

in possession of any item or exhibit/exhibits any condition that the Club considers potentially dangerous, hazardous, inappropriate and/or injurious to other patrons, and any prohibited items may be confiscated. Ticket Holder consents to health and security searches and/or screening of Ticket Holder and/or Minor(s) and waives any claims that Ticket Holder and/or Minor(s) might have against the Released Parties. Ticket Holder acknowledges that the Club has no liability for Ticket Holder's and/or Minor(s)' person or property. If a Ticket Holder does not consent to health and security searches, then he/she will be refused admission or ejected from the Ballpark.

17. Ticket Holder acknowledges that COVID-19 is an extremely contagious disease that can lead to severe illness and death. An inherent risk of exposure to COVID-19 exists in any public place regardless of precautions that may be taken. By holding a Ticket, Ticket Holder agrees to assume all risks associated with COVID-19 and other infectious and/or communicable diseases, viruses, bacteria or illnesses, as well as agree to all other terms and rules set forth at www.swbrailriders.com/ticketpolicies as it relates to communicable diseases.
18. Each Ticket Holder that attends a baseball game at the Ballpark grants the Club, MLB, MiLB, the other MLB and MiLB Clubs and their authorized sponsors permission to utilize, in any media whatsoever, the Account Holder's voice, image and likeness in any broadcast, photograph, video and/or audio sound recording taken in connection with the baseball game attended by Account Holder.
19. In consideration for being allowed to purchase Tickets, each Account Holder agrees that ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THE PURCHASE, SALE OR USE OF SCRANTON/WILKES-BARRE RAILRIDERS TICKETS OR ATTENDANCE AT THE SCRANTON/WILKES-BARRE RAILRIDERS 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 Holders and the Club WAIVE ALL RIGHTS TO A TRIAL BY JURY in any action or proceeding involving any claim regarding the Tickets and/or this Agreement. Any claim arising under this Agreement shall be governed by the laws of the State of Pennsylvania. The arbitration shall be held in Lackawanna County, Pennsylvania, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Account Holders and the Club 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.
20. The Club may terminate this Agreement at any time upon providing written notification to Account Holder. If such termination, as determined by the Club in its sole discretion, is the result of a material breach of the terms and conditions of this Agreement, the Account Holder shall not be entitled to any refund, return of fees, future credit, or damages of any kind. Otherwise, the Club shall refund the pro rata portion of the Ticket Fees for the remaining Tickets in the Account following the termination to the Account Holder within a reasonable time.
21. By tendering a payment to the Club, creating the Account, accepting Tickets, and/or redeeming any Tickets for admission to any Scranton/Wilkes-Barre RailRiders baseball game, Account Holder expressly agrees to be bound by this Agreement.

Ticket Transfer Restrictions.

Each Ticket holder using a Ticket purchased pursuant to this Agreement (a "Ticket Holder") expressly acknowledges and agrees that the Club sells Tickets to an Event at the Ballpark for the purpose of permitting a Ticket Holder or any subsequent Ticket Holder receiving a Permitted Transfer of such

Ticket to attend the Event represented by the Ticket. As such, the Account Holder and each Ticket Holder acknowledge to the Club that Non-Permitted Transfers of Tickets (the "Ticket Transfer Restrictions") may terminate the revocable license granted by the Club for the usage of a Ticket or other Tickets controlled within an Account or constitute a basis for the seizure or cancellation of the Ticket or Tickets without refund or other compensation.

Definitions. With respect to the Club's Ticket Transfer Restrictions, the terms below shall have the following meaning:

a) "Transfer(s)" shall mean any transfer of possession or use of a Ticket by a Ticket Holder or Account Holder to a third party (in each instance whether such third party is a person or entity).

b) "Permitted Transfer" shall mean a Transfer that is authorized by or specifically exempted from these Ticket Transfer Restrictions.

c) "Non-Permitted Transfer" shall mean a Transfer specifically prohibited or determined by the Club to be unauthorized under these Ticket Transfer Restrictions.

d) "Resale", "Resell" or "Reselling" shall mean any Transfer of a Ticket in exchange for money or any other thing of value.

e) "Excess Value" shall mean the monetary value derived from the Resale of a Ticket or Tickets in excess of (i) the price established by the Club when such Ticket or Tickets were sold or distributed by the Club, including any tax, service or convenience fees/charges charged by the Club and (ii) fees charged to the Ticket Holder by the StubHub Ticket exchange ("StubHub") in connection with such Resale transaction. Any Holder who needs assistance in determining the actual price of a Ticket may contact the Club to obtain such information.

f) "Broker Activity" shall mean any activity by an individual or entity who purchases or otherwise acquires a Ticket with the purpose or intent, as determined by the Club in its sole discretion, to: (i) Resell the Ticket, with the intent to realize Excess Value, or (ii) Resell or use the Ticket in a manner that the Club determines violates Club policies.

g) "Broker Account" shall mean a Ticket Account determined by the Club to be engaged in Broker Activity.

Non-Permitted Transfers. By the acceptance, possession or use of a Ticket purchased pursuant to this Agreement, each Ticket Holder and the Account Holder (regardless of whether such Ticket Holder is the original purchaser from the Club or an acquirer of the Ticket from a third party), acknowledges and agrees to the following:

a) Any Broker Activity involving a Ticket, as determined in the sole discretion of the Club, is a Non-Permitted Transfer unless specifically approved by the Club, and shall constitute a basis for (i) termination of the revocable license granted by the Club for the use of the Ticket, (ii) the seizure or cancellation of the Ticket without refund or other compensation, and/or (iii) termination of the revocable license granted by the Club of all Tickets that are controlled by or affiliated with such Ticket Holder or individuals/entities determined by the Club to be associated with such Ticket Holder.

b) Any Resale or attempted Resale of a Ticket inside the Ballpark is prohibited, and any person who Resells or offers a Ticket for Resale at any price inside the Ballpark will be removed from the Ballpark and may be prosecuted.

Permitted Transfers. For the avoidance of doubt with respect to the application of the Ticket Transfer Restrictions, the following are considered to be Permitted Transfers:

- a) Tickets sold, gifted, or transferred to registered Ticket account partners ("Registered Share Partners"). All Registered Share Partners shall be identified and registered through the Account Holder's Account and shall be subject to the terms and conditions applicable to the Tickets and the Account as set forth herein.
- b) Ticket Transfer activity involving the exchange of Tickets amongst family members, friends, and/or associates so long as the Club determines there was not intent to realize Excess Value regardless of the frequency of the Transfers.
- c) Tickets Transfer activity connected with the use of a Ticket for any charitable or non-profit purposes.
- d) The Resale of a Ticket on StubHub where the purpose for the sale, as determined by the Club in its sole discretion, was unrelated to Broker Activity and further complies with the terms of this Agreement.