

TERMS AND CONDITIONS

THIS IS A REVOCABLE LICENSE ("License") SUBJECT TO TERMS AND CONDITIONS ESTABLISHED BY THE NEW YORK YANKEES

PARTNERSHIP ("Yankees"). Any violation of the terms and conditions shall give the Yankees the right to revoke the License immediately without having to refund the established price. The Yankees reserve the right to refuse admission or eject any person who violates the Yankees' policies. All persons seeking entry into Yankee Stadium ("Stadium") specifically consent to and are subject to metal detector and physical pat-down inspections prior to entry. All bags may be thoroughly inspected. Any person or object that could affect the safety of the Stadium, its occupants or its property shall be denied entry.

By using this ticket, the bearer agrees that: (a) he/she shall not transmit or aid in transmitting any information about the game to which this ticket grants admission ("Game"), including, but not limited to, any account, description, picture, video, audio, reproduction or other information concerning the Game (collectively, "Game Information"); (b) the Yankees are the exclusive owner of all copyrights and other proprietary rights in the Game and Game Information; and (c) the Yankees, the Office of the Commissioner of Baseball and all MLB affiliates and entities and sponsors and licensees of the MLB affiliates and entities shall have the unrestricted right and license to use his/her image, likeness, name, voice, comments or other proprietary or public rights and that of any minor accompanying him/her, in any broadcast, telecast, photograph, video, audio sound, audiovisual and/or other recording taken in connection with the event or other transmission or reproduction, in whole or in part, of the event for all purposes, worldwide, in perpetuity and in any and all means and media now or hereafter known, without compensation. The rights granted herein to the MLB affiliates and entities are assignable.

This ticket may not be resold within one thousand five hundred feet from the physical structure of this place of entertainment under penalty of law.

WARNING: Please stay alert and be aware of your surroundings at all times. Hard hit baseballs and bats and fragments thereof may be thrown or hit anywhere in the Stadium. If concerned about the foregoing, a seat relocation may be requested. All seat relocations are subject to availability, may be in a different area in the Stadium and may require additional payment based on location requested.

WAIVER AND RELEASE OF LIABILITY: The bearer recognizes that his/her attendance at the Game is voluntary and may result in personal injury or property damage. The bearer assumes all risk and danger incidental to the sport of baseball and all warm-ups, practices and competitions associated with baseball, including the danger of being injured by thrown bats, fragments thereof, and thrown or batted balls, and agrees that neither the Yankees, the State and City of New York, the MLB affiliates and entities nor any of their respective agencies, departments, subdivisions and each of their officials, agents, players, officers, employees and owners shall be liable for any personal injury or property loss/damage. **RAIN CHECK POLICY:** This ticket is not subject to any refund and shall bear no cash value. If the Game is not played or does not progress to a point of play which constitutes a regulation game under the Official Baseball Rule 4.10, this ticket will constitute a rain check ("Rain Check") that can be: (a) used for admission to the rescheduled game, if any, subject to certain doubleheader limitations; or (b) exchanged for a same-priced ticket to any regular-season home game within 12 months of the originally scheduled event, subject to availability. For Rain Check information governing the Yankees Ticket Exchange, see www.yankees.com/ticketexchange.

GENERAL INFORMATION:

1. Time, opponent, date, team rosters and lineups are subject to change.
2. This ticket may not be used for advertising, promotions (including contests and sweepstakes) or other trade or commercial purposes without the express written consent of the Yankees.
3. The Yankees reserve the right to change all Stadium policies without prior notice.

4. In no event will the Yankees be liable for any direct, indirect, consequential, exemplary, incidental, special or punitive damages or for lost profits, revenues or business opportunities even if the Yankees have been advised of the possibility of such damages.

5. The License shall be governed by New York law, without giving effect to conflict of laws principles thereof. The exclusive venue for any disputes arising out of the License shall be the Supreme Court of the State of New York, County of Bronx.

6. For additional information, please visit yankees.com or call the Yankee Stadium Ticket Office at (212) YANKEES.