

TERMS AND CONDITIONS

THIS TICKET ("Ticket") IS A REVOCABLE LICENSE ("License") SUBJECT TO TERMS AND CONDITIONS ESTABLISHED BY THE VENUE OPERATOR or other authorized entity(ies) (individually, or collectively as the context requires, "Licensor") in connection with the event identified on the front of this Ticket (the "Event") to the licensee of the Ticket ("Licensee") pursuant to certain terms and conditions as may be established by Licensor, including those set forth below. This Ticket grants the bearer thereof only the right to: (a) enter the publicly-accessible areas of Yankee Stadium (the "Stadium") on dates and at times determined by Licensor; (b) attend the Event; and (c) occupy the seat location identified on the front of this Ticket during the Event, unless this Ticket has been designated as a "General Admission" Ticket. No resale or offer to resell this Ticket is permitted to the extent prohibited by any applicable federal, state or local law or regulation.

Any violation of the terms and conditions shall give Licensor the right to revoke the License immediately without having to refund the established price. Licensor reserves the right to refuse admission or eject any person who violates Licensor's policies. All persons seeking entry into the 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, each of Licensee or bearer of this Ticket, agrees that: (i): he/she shall not transmit or aid in transmitting any information about the Event, including, but not limited to, any account, description, picture, video, audio, reproduction or other information concerning the Event (collectively, "Event Information"); (ii) Licensor is the exclusive owner of all copyrights and other proprietary rights in the Event and Event Information; and (iii) Licensor and its lawful agents, successors and assigns shall have the unrestricted right and license to use Licensee's image, likeness, name, voice, comments or other proprietary or public rights and that of any minor accompanying Licensee, in any broadcast, telecast, photograph, video, audio sound, audiovisual and/or other recording taken of, or made 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 Licensor are assignable.

WARNING: Please stay alert and be aware of your surroundings at all times. If the Event is a Major League Baseball ("MLB") game ("Game"), hard hit baseballs and bats and fragments thereof may be thrown or hit anywhere in the Stadium. If concerned about your seat location, relocation may be requested; however 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 Event is voluntary and may result in personal injury or property damage. The bearer assumes all risk and danger incidental to the Event, including 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 Licensor, Ticketmaster, L.L.C., the State and City of New York, Major League Soccer and each of its clubs and affiliates, MLB and each of its clubs and affiliates and each of the foregoing entities respective agencies, departments, subdivisions and each of their officials, directors, agents, players, officers, employees and owners shall not be liable for any personal injury or property loss/damage.

RAIN CHECK: This Ticket is not subject to any refund and shall bear no cash value. If a 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 either 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 twelve (12) months of the originally scheduled Game, subject to availability. For all Events, other than Games, LICENSEE SHALL HAVE THE RIGHT, WITHIN TWELVE (12) MONTHS OF THE DATE OF THE SCHEDULED EVENT, TO EXCHANGE THIS TICKET FOR A COMPARABLY PRICED AND SITUATED TICKET TO ATTEND A RESCHEDULED PRESENTATION OF

THE SAME EVENT OR ANOTHER SIMILAR EVENT, AS DESIGNATED BY LICENSOR IN ITS SOLE AND ABSOLUTE DISCRETION.

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 Licensor.
3. Licensor reserves the right to change all Stadium policies without prior notice.
4. In no event will Licensor be liable for any direct, indirect, consequential, exemplary, incidental, special or punitive damages or for lost profits, revenues or business opportunities even if Licensor has 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 granted by this Ticket 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 (718) 293-6000.

THIS TICKET MAY NOT BE RESOLD WITHIN ONE THOUSAND FIVE HUNDRED FEET FROM THE PHYSICAL STRUCTURE OF THE STADIUM UNDER PENALTY OF LAW.

NO EXCHANGES EXCEPT AS PROVIDED HEREIN.

NO CASH VALUE. NO REFUNDS. NO RE-ENTRY.