TERMS AND CONDITIONS

This Ticket License (this "License") is entered into by and between the Account Holder and the New York Yankees as of the date that the Yankees receives payment for the Ticket(s). By paying for the Tickets, the Account Holder agrees to the terms and conditions set forth on the back of each ticket and set forth below: NO REFUNDS OR EXCHANGES, THE ACCOUNT HOLDER ASSUMES ALL RISK AND DANGER INCIDENTAL TO THE GAME OF BASEBALL, whether occurring prior to, during, or after the actual playing of the game, including, but not limited to, the danger of being injured by thrown bats and thrown or batted balls, and agrees that neither the Yankees, it's agents, employees nor players are liable for injuries resulting from such causes.

WARNING: Any bat thrown or ball hit or thrown into the stands can be dangerous and you should be ALERT. The

Yankees shall also not be responsible for lost, stolen or damaged property. The Ticket represents a revocable license which enables a person to enter the premises of George M. Steinbrenner Field (the "Stadium") on the day of the game and to sit in the seat location identified on the Ticket for that game. A "Ticket Account" is a revocable license to purchase Tickets for all Yankee's Spring Training home games which shall expire at the conclusion of the current Spring Training season. This License, the Ticket Account and Tickets, are revocable and may be revoked and admission refused at the sole discretion of the Yankees, with or without a refund of any portion of the Ticket price, which shall be subject to the Yankee's sole discretion. The Yankees reserve the right, without the refund of any portion of the Ticket price, to refuse admission to or eject any person whose conduct is deemed by the Yankees in its sole discretion, to be disorderly, who uses vulgar or abusive language, who fails to comply with the terms and conditions herein, or for any other reason. The Account Holder is admitted on the condition, and by use of the Ticket agrees, that the Account Holder will not transmit or aid in transmitting, in whole or in part, any description, account, picture, reproduction, or the result of the event to which the Ticket admits the Account Holder. Breach of the foregoing will automatically terminate this License. Further, the Account Holder agrees that his or her image or likeness may be used as part of any live or recorded video or photographic display or other transmission, reproduction or depiction in any media or all or any part of such event. The Account Holder, and/or any person or entity having possession of any Ticket(s), shall not sell, resell, assign, or transfer such Ticket(s) to any person or entity for any price while on the premises of George M. Steinbrenner Field or, if not on the premises of George M. Steinbrenner Field, for a price which is above the purchase price of the Ticket(s) charged by the Yankees to the Account Holder. The sale, resale, attempted resale, assignment or transfer of any Ticket(s) in any manner or at any price which violates the terms of this License and/or of any Federal, state, or local law, ordinance, rule or regulation, shall give the Yankees the unrestricted right to terminate this License, cancel the Ticket Account, and revoke the personal license represented thereby, immediately and without having to refund the purchase price of the Ticket(s) to the Account Holder or anyone acting on his or her behalf. Ticket(s) obtained from sources other than the Yankees, or its authorized agencies, may be lost, stolen, or counterfeited tickets and in such cases will not be honored. Tickets cannot be replaced if lost, destroyed or stolen. Ticket(s) may not be used for advertising, promotion or other commercial purposes (including but not limited to contest, sweepstakes and giveaways) without the Yankees' prior express written consent. All Persons, over the age of 3 years, must have a Ticket for admission. The Ticket Holder is prohibited from carrying alcoholic beverages, bottles, cans, coolers and/or umbrellas onto the premises. By use of a Ticket, the Ticket Holder consents to a reasonable search for cans, bottles, drugs, weapons and other prohibited items. Ticket price includes Florida State Sales Tax. Game/Event dates and times are subject to change without notice. RAIN CHECK CANCELLATION POLICY If a legal game(s) is not played, the Ticket Holder may use their Spring Training Ticket(s) of the current Spring Training

If a legal game(s) is not played, the Ticket Holder may use their Spring Training Ticket(s) of the current Spring Training season for the rescheduled game(s). In the event that a game(s) is not rescheduled, the Ticket Holder may obtain a refund for canceled game by returning tickets for canceled game to ORIGINAL POINT OF PURCHASE. Ticket Refunds will be made in the form of payment that was used for original purchase. For double headers, a rain check will be void after a legal game is played in the first game. A game is considered legal after 4 1/2 innings or 5 innings if the Yankees are behind.