

## **Boston Red Sox 2020 Ten Percent Bonus Program**

### **Terms and Conditions**

On April 29, 2020 the Red Sox announced that certain 2020 regular season games have been deemed impacted for reasons relating to the COVID-19 pandemic (“**Impacted Games**”). In response, the Boston Red Sox Baseball Club LP (the “**Red Sox**”) have established the 2020 Ten Percent Bonus Program (the “**Program**”) as an alternative to a refund for the Impacted Games.

Below are the Terms and Conditions that apply to and govern the Program.

These Terms and Conditions are subject to all terms and conditions set forth in any Season Ticket Account Agreement, (the “**Ticket Agreements**”), as applicable, which terms and conditions are incorporated herein in their entirety by this reference. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Ticket Agreements, as applicable. Games that are cancelled or postponed due to inclement weather or for any other reason except the COVID-19 Pandemic are not eligible for participation in the Program.

#### **Eligibility:**

The Program is available only to Account Holders of Record who (i) entered into a Ticket Agreement with the Red Sox on or before April 1, 2020 for the purchase of a Premium Season Ticket Plan (Plans A, D, E, F, G), Regular Season Ticket Plan (Plans A, B, C, S), Half Season Plan (Plans J, K), Twenty Game Winner Plan (Plans D, E, F, G), or Tenth Man Plan (Plans X, Y, Z) (each a “**Ticket Plan**” and collectively, the “**Ticket Plans**”) and whose plans include tickets for Impacted Games and (ii) fully paid for such Ticket Plan on or before April 15, 2020 (“**Eligible Ticket Holder**”). The Program is not available to any Account Holders of record who have not fully paid as of April 15, 2020, single game ticket purchasers or to any indirect purchasers, including partners of any Account Holders of Record.

Any Eligible Ticket Holder who elects not to participate in the Program will receive a refund of the ticket purchase price in connection with Impacted Games within thirty (30) days of the Red Sox receipt of such election.

#### **Enrollment:**

To enroll in the Program, an Eligible Ticket Holder must complete and submit the online survey provided by the Red Sox to such Eligible Ticket Holder in connection with the Program, which response is due by May 6, 2020. If the Program is extended because of additional COVID-19 related impacted games, the Red Sox will notify Eligible Ticket Holders of such extension(s).

#### **The Program Bonus:**

If the Eligible Ticket Holder chooses to enroll in the Program, in lieu of a refund for Impacted Games, the Red Sox will credit the account of the Eligible Ticket Holder with the full ticket price, not including the order fee (the “**Impacted Games Account Balance**”), and add an additional separate bonus (the “**Bonus**”) to the Eligible Ticket Holder’s account in the amount of ten percent (10%) of the Impacted Games Account Balance.

Example: An Eligible Ticket Holder purchased a 2020 Ticket Plan from the Red Sox in December 2019. The amount paid by the Eligible Ticket Holder in connection with Impacted Games was \$1,000. The Eligible Ticket Holder requests a credit. Under the Program, the Red Sox will apply the Impacted Games Account Balance of \$1,000 to the Eligible Ticket Holder’s account, plus a Bonus of \$100.

### **Use of the Program Bonus:**

All Eligible Ticket Holders may use the Impacted Games Account Balance and the Bonus to purchase additional single game regular season tickets for the 2020 season, or as a credit toward the purchase of a Ticket Plan by way of a Ticket Purchase Agreement with the Red Sox for home games at Fenway Park during the 2021 season.

Any unredeemed Impacted Games Account Balance after January 15, 2021, and all portions thereof, will be available to the Eligible Ticket Holder for refund and/or to purchase tickets for future regular season Red Sox games, subject to ticket availability.

**The Bonus must be redeemed on or before the later of January 15, 2021 or the payment deadline set forth in the 2021 Ticket Purchase Agreement (the “2021 Payment Due Date”).** The Bonus, and any portion thereof, that is not redeemed on or before January 15, 2021 or the 2021 Payment Due Date, as the case may be, will be forfeited. The Bonus is not redeemable for cash. Neither the Bonus nor the Impacted Games Account Balance may be sold, transferred, or offered as a gift.

An Eligible Ticket Holder may not redeem the Bonus, or any portion thereof, unless and until the Eligible Ticket Holder has fully exhausted the entire amount of the Impacted Games Account Balance.

### **Cancellation:**

An Eligible Ticket Holder may, at any time before January 15, 2021 or the 2021 Payment Due Date, as the case may be, cancel their enrollment in the Program and receive a refund for any unused Impacted Games Account Balance. Any such cancellation will result in a forfeiture of the entire Bonus.

### **Refunds:**

Eligible Ticket Holders who do not enroll in the Program will receive a full refund of the ticket purchase price paid in connection with Impacted Games and will be ineligible to receive any Bonus. Refunds will be made to the credit card used to purchase the tickets, unless an Eligible Ticket Holder requests otherwise by email to their Account Executive by May 6, 2020. Refunds will be made within thirty (30) days of the Red Sox receipt of such refund request.

Eligible Ticket Holders who enroll in the Program in connection with any extension of the Program will be eligible for a Bonus only for tickets not previously refunded.

### **Other Terms and Conditions:**

Acceptance of or participation in the Program does not confer upon any Eligible Ticket Holder any rights or options not expressly set forth in these Terms and Conditions, and does not alter, modify, amend, supersede, or cancel any of the terms and conditions set forth in the Ticket Agreements.

The failure of the Red Sox to seek redress for any violation of, or to insist upon the strict performance of, any covenant, term, condition, representation, and/or warranty set forth in these Terms and Conditions will not constitute a waiver of such rights or in any way limit or prevent the subsequent enforcement of any such covenant, term, condition, representation, and/or warranty.

All aspects of the Program, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any applicable federal laws without regard to choice of law rules. Any aspect of the Program is void where prohibited by law. If any provision of these Terms and Conditions is held to be unlawful, void, or unenforceable, such provision shall be severable without affecting the enforceability of all remaining provisions.