

Washington Nationals 2023 Access and Red Carpet Rewards Program Terms and Conditions

THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION AGREEMENT. UNLESS YOU OPT OUT, IT WILL HAVE A SUBSTANTIVE EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING.

1. General

The 2023 Access and Red Carpet Rewards Program ("**Program**") is offered by the Washington Nationals Baseball Club (the "**Washington Nationals**" or "**Nationals**"). Participation in the Program is subject to these Terms and Conditions, rules, regulations, policies and procedures of the Nationals ("**Terms and Conditions**"). **THIS IS A FINAL AND BINDING AGREEMENT.** Participation in the Program by an Account Holder ("**Account Holder**", "**You**" or "**Your**") constitutes Your consent to these Terms and Conditions; collectively, Full Participants, Limited Participants and Partners, each of which are defined herein, may be referred to as **Account Holders**. If you do not wish to abide by the Terms and Conditions, do not enroll in the Program. Account Holders are responsible for remaining knowledgeable as to the Terms and Conditions. Since any changes will be posted on this page, you should check this page regularly. Your continued participation in the Program and abiding by any changes to these Terms and Conditions constitutes Your acceptance of such changes.

WARNING

eCASH BACK AND BONUS eCASH ON YOUR ACCOUNT SHALL EXPIRE UPON DECEMBER 31, 2023 AT 11:59 PM ET. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS IT RELATES TO THE USE OF eCASH BACK AND BONUS eCASH PRIOR TO THEIR EXPIRATION DATES.

2. Eligibility

Except as otherwise provided in these Terms and Conditions, the Program is available to (1) all season plan holders who purchase an eligible plan for the 2023 MLB season and whose plan includes five (5) or more games in any seating area within the Stadium (each a "**Full Participant**"); and (2) individuals who create an account and have downloaded the MLB.com Ballpark application ("**Ballpark Application**") to a mobile device (each, a "**Limited Participant**"). For the purposes of these Terms and Conditions, a Full Participant's plan shall be referred to as follows:

Plan Type	Elements of Plan
Tier 1 Plans*	<ul style="list-style-type: none">• Twenty-two (22) or more games in a "Premium Seating Area". "Premium Seating Area" shall mean the Terra Club, the PNC Diamond Club, the Gold Glove Club, CLUB 3, Club 24, the K Street Boxes, Championship Boxes or any Suite; or• Eighty-two (82) games in any other seating area.
Tier 2 Plans**	<ul style="list-style-type: none">• Forty-two (42) games in any seating area other than a Premium Seating Area.

Tier 3 Plans***	<ul style="list-style-type: none"> • Twenty-two (22) games in any seating area other than a Premium Seating Area; or • A “Pick ‘Em Plan” that includes forty (40) or eighty (80) tickets.
Tier 4 Plans	<ul style="list-style-type: none"> • Ten (10) games in any seating area other than a Premium Seating Area; or • A “Pick ‘Em Plan” that includes twenty (20) tickets; or • A “Ballpark Access Plan” that that includes eighty-two (82) games.
Tier 5 Plans	<ul style="list-style-type: none"> • Five (5) games in any seating area other than a Premium Seating Area.
<p>*Excludes the “Ballpark Access Plan”, which is a Tier 4 Plan.</p> <p>**Excludes the “Ballpark Access Plan”, which is a Tier 4 Plan, and the “Pick ‘Em Plan”, which is either a Tier 3 Plan or a Tier 4 Plan as indicated above.</p> <p>***Excludes the “Ballpark Access Plan”, which is a Tier 4 Plan.</p>	

Other plans may apply. Contact Membership Services at (202) 675-NATS for additional information.

WARNING: Notwithstanding anything to the contrary contained in these Terms and Conditions, Ticket Brokers, as defined by the Nationals in its sole discretion, which such definition may change from time to time, are not eligible to participate in the Program.

If Your plan is subject to a payment schedule, it must be paid in full for the 2023 season by July 1, 2023 at 11:59 PM ET. In the event of non-payment or delinquent payment by a Full Participant, all rights to participate in the Program shall be forfeited. A Limited Participant may become a Full Participant after enrolling in the Program as a Limited Participant and subsequently purchasing an eligible “Full Participant”-qualifying plan, as set forth in the table immediately above.

3. Account Activation

All Full Participants and Limited Participants must register an online account (or provide access to a Partner in accordance with the terms contained herein) (“**Account**”) at nationals.com/access (“**Program Website**” or “**Site**”) to enroll in and participate in the Program and to access Program reward points, eCASH (defined herein) and Red Carpet Rewards (defined herein). Only those Full Participants with Tier 1, Tier 2 and Tier 3 Plans (but not “Pick ‘Em Plans”), may also invite partners (“**Partners**”) to join their Account(s). Partners must set up and register their own online Accounts to participate in the Program. Account Holders must also accept these Terms and Conditions in order to participate in the Program. Account Holders shall access all Program functionality through the Ballpark Application while within Nationals Park (“**Stadium**”).

The number of Partners that may be added to an Account is based upon the number of games included in a Full Participant’s plan, as set forth below:

Plan Tier	Maximum Number of Partners
Tier 1	8
Tier 2	4
Tier 3*	2
*Excluding all "Pick 'Em Plans"	

Please follow the on-screen instructions to set up an Account. For the protection and the security of one's Account, login information and password should not be shared.

All Account Holders must enroll in this Program to participate, including those who may have participated in the Program in prior years. All Account Holders must also: 1) provide a valid email address; 2) provide a valid telephone number; and 3) keep their contact information up-to-date at all times.

4. Ballpark Access and Ticket License Terms

Account Holders may use the Ballpark Application to gain access to the Stadium. Such admission to the Stadium is subject to the Ticket License Terms set forth at <https://www.mlb.com/nationals/tickets/terms-and-conditions>. For purposes of this Section 4, all references to "ticketholder" and/or "holder" in the Ticket License Terms shall be read synonymously with "Account Holder", respectively, (as defined in these Terms and Conditions), and an Account Holder's use of the Ballpark Application to gain admission to the Stadium constitutes acceptance of the Ticket License Terms.

5. eCASH, Bonus eCASH and eCASH Back

eCASH

Eligible Account Holders may use the Ballpark Application to make certain purchases in the Stadium; certain purchases may be made via eCASH ("eCASH"). In order to make purchases in the Stadium via eCASH, please follow the below-mentioned terms.

Enrolling in eCASH

- A) Go to www.nationals.com/access or the Ballpark Application and create an Account (if one has not already been created).
- B) On the Program Website, after Your account has been created, navigate to the "eCASH" menu and input valid credit or check card information into the Account on the Program Website ("Credit Card"), including: First Name and Last Name, Billing Address, Credit or Check Card Number, Credit or Check Card Expiration Date and Credit or Check Card CVV Number. You may change Your Credit Card and check Your transaction history at any time on the Program Website.
 - i. If you are using the Ballpark Application, navigate to the homepage and click "Red Carpet Rewards" to login and then click "eCASH" and input valid Credit Card information into the Account, including: Billing First Name and Last Name, Billing Address, Credit or Check Card Number, Credit or Check Card Expiration Date and Credit or CVV Number.

- C) By inputting Your Credit Card into Your Account, you hereby authorize Your Credit Card to be charged for certain transactions in the Stadium.

Using eCASH

After Your Credit Card information has been entered into Your Account, eligible Account Holders may use eCASH to: 1) make certain transactions at certain stores and kiosks within the Stadium and 2) to utilize mobile ordering via the Ballpark Application.

To use eCASH, please show your eCASH QR code, found in the Ballpark Application, to the relevant Nationals representative at a store or concession stand in Nationals Park. When utilizing the aforementioned QR Code, the Credit Card stored in your Account will be charged the amount of your purchase, including all relevant taxes and fees. All uses of eCASH are subject to these Terms and Conditions.

eCASH may be used to make purchases at the majority of portable and fixed food and beverage concession stands and a majority of merchandise kiosks (including the Team Store) in the Stadium. Additional concession and vendor locations in the Ballpark may become eligible for eCASH in the future. eCASH cannot be used to purchase, among other things, admission tickets or parking passes for baseball games and/or other events.

Use of the Ballpark Application for purchases of goods or services is subject to an Account Holder's available Account balance, if any (of eCASH, eCASH Back and/or Bonus eCASH) and to these Terms and Conditions. Visit the Program Website or call 202-675-NATS to check an Account balance.

As it relates to the 2023 MLB Regular Season only, certain amounts of eCASH may be present in a Full Participant, Limited Participant or Partner's account that has carried over from previous MLB Regular Seasons. For the avoidance of doubt, the aforementioned eCASH may be used for the 2023 MLB Season and does not expire.

eCASH Back and Bonus eCASH

WARNING

eCASH BACK AND BONUS eCASH ON YOUR ACCOUNT SHALL EXPIRE UPON DECEMBER 31, 2023 AT 11:59 PM ET. PLEASE READ THIS SECTION CAREFULLY AS IT RELATES TO THE USE OF eCASH BACK AND BONUS eCASH PRIOR TO THEIR EXPIRATION DATES.

The Nationals may, from time to time, offer promotional dollars known as “**eCASH Back**” or “**Bonus eCASH**”. **eCASH Back** is a type of eCASH that is earned by an Account Holder for certain qualifying purchases made within the Stadium using eCASH or eCASH Back. **Bonus eCASH** is eCASH that may be provided by the Nationals from time to time for certain qualifying Account Holders.

WARNING: For the avoidance of doubt, Bonus eCASH and eCASH Back accrued on a Full Participant's Account, a Limited Participant's Account or a Partner's Account during the 2023 MLB Regular Season shall expire upon December 31, 2023 at 11:59 PM Eastern Time.

Eligibility and Activation Requirements

Each Account Holder should visit the Program Website, contact his or her account representative or call 202-675-NATS to check eligibility for eCASH, Bonus eCASH and eCASH Back.

Limited Participants are eligible for eCASH and Bonus eCASH (as set forth above); for the avoidance of doubt, Limited Participants are **NOT** eligible for eCASH Back.

Receiving and Distributing Bonus eCASH and eCASH Back

From time to time, Bonus eCASH and/or eCASH Back may be awarded through specific promotions. Unless otherwise specified by the Nationals, awards of Bonus eCASH and/or eCASH Back shall not be transferred to another Account, including those Accounts of Partners.

Using Bonus eCASH and eCASH Back

Bonus eCASH and eCASH Back may be used to make purchases at the majority of portable and fixed food and beverage concessions stands and a majority of merchandise kiosks (including the Team Store) at the Stadium. Additional concessions and vendor locations in the Ballpark may become eligible for Bonus eCASH and/or eCASH Back in the future. Bonus eCASH and eCASH Back cannot be used to purchase, among other things, tickets or parking passes.

To make a purchase with Bonus eCASH and/or eCASH Back, present Your Ballpark Application QR Code to the cashier or use the Ballpark Application to utilize mobile ordering. Upon purchase, the amount due will be deducted from Your Account. Any Bonus eCASH and/or eCASH Back available on an Account will be applied before any eCASH is used.

eCASH Back Merchandise & Concessions Offer

Each time a Full Participant or Partner makes a purchase using eCASH or eCASH Back of full-priced merchandise at participating Team Stores, or a food and/or beverage purchase at participating concession stands within the Stadium for a Washington Nationals' regular season home game, eCASH Back will accrue as follows:

Plan Type	eCASH Back Accrual
Tier 1	30%*
Tier 2	20%*
Tier 3	15%*
Tier 4	10%*
Tier 5	5%*

Merchandise/Food & Beverage – Additional Terms and Conditions

*This eCASH Back offer cannot be combined with any other offer or discount and is only available at participating Team Stores within the Ballpark where eCASH is accepted as a form of payment. eCASH Back will not be awarded for the purchase of any memorabilia, authenticated items, auction items, customized jerseys, catering for any suites, catering for other hospitality areas or such other items and/or use as may determined by the Nationals. The

amount of eCASH Back awarded is based on the full retail price of the item(s) purchased before the application of any sales or other applicable taxes. By way of example only, if a Tier 2 Plan Holder makes a \$25.00 purchase using eCASH at a participating Team Store, the Account Holder will accrue \$5.00 in eCASH Back for that purchase.

For the avoidance of doubt, eCASH Back shall not be earned on any purchases made in the Stadium using, in whole or in part, Bonus eCASH.

6. Reward Points and Points Schedules

Points may be earned for every purchase made at the Ballpark, by a Full Participant, Limited Participant or a Partner by using eCASH, by purchasing certain ticketing plans, by attending games at the Ballpark or by participating in certain polls and quizzes ("**Points**"). Points may be accrued in accordance with the terms set forth in this Section 6.

Plan Points

Full Participants earn a certain amount of Points depending upon the size and type of plan(s) purchased by or licensed to Full Participants only in connection with the respective season that it was purchased ("**Plan Points**").

Attendance Points

Full Participants, Limited Participants and Partners may earn Points by attending games by scanning a ticket in the Ballpark Application prior to entering the Stadium ("**Attendance Points**").

eCASH Spend Points

Full Participants, Limited Participants and Partners may earn Points by spending eCASH in the Stadium in accordance with the terms contained herein ("**eCASH Spend Points**").

Poll Points

Full Participants, Limited Participants and Partners may earn Points or prizes by answering poll questions within the Access Portal ("**Poll Points**").

The Washington Nationals may, among other things: (a) increase or decrease the minimum number of Points that a ticket plan may earn; (b) increase or decrease the number of Points required to redeem a Red Carpet Reward (defined in Section 7); (c) limit the ways in which Points earned may be available; or (d) change Program benefits, conditions of participation, rules for earning, redeeming, retaining, or forfeiting Points, or rules governing the Program or the use of Points. Please check nationals.com/access frequently for updates to these Terms and Conditions.

Points Schedules

Plan Points:

Plan Points may be accrued for Gold, Silver and Bronze level plans in accordance with the table set forth below:

Plan Type	Potential Points Accrued	Sections of the Stadium
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Gold	<ul style="list-style-type: none"> - Tier 1: 4,000 (per seat) - Tier 2: 2,000 (per seat) - Tier 3: 1,000 (per seat) - Tier 4: 400 (per seat) - Tier 5: 200 (per seat) 	<ul style="list-style-type: none"> - Field Level (Sections 111 – 134) - Premium Clubs (Terra Club Sections A – E and PNC Diamond Club Sections 119 – 126) - Club Level (Sections 206 – 221) - Gold Glove Club - Club 3
Silver	<ul style="list-style-type: none"> - Tier 1: 2,000 (per seat) - Tier 2: 1,000 (per seat) - Tier 3: 500 (per seat) - Tier 4: 200 (per seat) - Tier 5: 100 (per seat) 	<ul style="list-style-type: none"> - Outfield Level (Sections 100 – 110; 135 – 143) - Mezzanine Level (Sections 201 – 205; 223, 225, 227, 229, 231, 233 and 235)
Bronze	<ul style="list-style-type: none"> - Tier 1: 1,000 (per seat) - Tier 2: 500 (per seat) - Tier 3: 250 (per seat) - Tier 4: 100 (per seat) - Tier 5: 50 (per seat) 	<ul style="list-style-type: none"> - Scoreboard Pavilion (Sections 237 – 243) - Terrace Level (Sections 222, 224, 226, 228, 230, 232, 234 and 236) - Gallery Level (Sections 301 – 321) - Upper Gallery Level (Sections 403 – 420)

Plan Points for memberships in Suites & Championship Boxes shall be accrued as follows:

	Suites	Championship Boxes
81+ Games	32,000 Points/Suite	16,000 Points/Box
41 – 80 Games	24,000 Points/Suite	0 Points/Box
20 – 40 Games	16,000 Points/Suite	0 Points/Box

Attendance Points:

Attendance Points shall be accrued as follows:

1) **Ticket Scans.** Each Full Participant, Limited Participant or Partner that scans a digital ticket from the Ballpark Application or for a Nationals regular season or postseason home game at the Stadium prior to entering the Stadium shall earn Attendance Points as follows:

	Points	How to Earn Points
Full Participant/Limited Participant/Partner	50 Points	Scan a ticket in the Ballpark Application for entry within 1.5 hours prior to the scheduled start time of a home game or once the home game has started

2) **Games Attended.** Full Participants, Limited Participants and Partners may also earn Attendance Points for games attended by scanning a ticket in the Ballpark Application for multiple Nationals’ regular season or postseason home games as follows:

Games Attended	Points
5 Games	25 Points

15 Games	100 Points
25 Games	300 Points
60 Games	1,000 Points

Attendance Points are cumulative (i.e. each time a new threshold is reached the corresponding points will be earned).

eCASH Spend Points:

Full Participants, Limited Participants and Partners may receive sixty (60) points for every \$50.00 of eCASH spent (excluding Bonus eCASH and eCASH Back).

Poll Points:

Full Participants, Limited Participants and Partners may answer poll questions located on the welcome page of an Account to earn Poll Points. Poll questions may not be answered more than once.

7. Game Rewards, Red Carpet Rewards and Points Redemption

Points may be redeemed for either Game Rewards or Red Carpet Rewards, each of which is further set forth in Sections 7 and 8.

Game Rewards

Once an Account has been established via the Program Website, Full Participants, Limited Participants and Partners may start earning Points for tickets scanned for Nationals’ home games applicable to certain seats within the Stadium (such seats that are eligible for Points shall be determined by the Nationals) ("**Reward Seats**"), suites ("**Reward Suites**"), and parking passes ("**Reward Parking Passes**") (collectively, **Reward Seats, Reward Suites and Reward Parking Passes** shall be referred to herein as "**Game Rewards**").

Game Rewards Points may be redeemed on the Program Website. Points redeemable for all Game Rewards may vary and/or change from time to time and shall be based on certain factors, including, but not limited to, the availability of Game Rewards, the type of Game Reward requested and the number of other Full Participants, Limited Participants and Partners that may request Game Rewards. For the avoidance of doubt, the Nationals reserve the right to vary the precise Game Rewards made available for redemption and the frequency of which the Game Rewards are made available.

Reward Seats and Reward Parking Passes

Requests for Reward Seats and Reward Parking Passes shall be made a minimum of three (3) business days prior to the date of a Nationals' regular season home game at nationals.com/access. Full Participants, Limited Participants or Partners should select the game in which they would like to utilize Rewards Seats and/or Reward Parking Passes, and if utilizing Rewards Seats, Full Participants, Limited Participants and Partners should also select desired seats within Nationals Park. Once redeemed, the Rewards Seats and/or Reward Parking Passes will automatically be sent to the Account Holder's Ballpark Application.

Reward Suites

Reward Suites may be made available through the Marketplace found on the Program Website or an Auction, subject to availability, for certain games throughout the MLB regular season. Within three (3) business days of winning or redeeming a Reward Suite, a Ticket Services Representative of the Washington Nationals will contact the Account Holder that won or redeemed the Reward Suite to provide the Account Holder with a Suite License Agreement ("**SLA**") that the Account Holder shall sign in order to receive such Reward Suite. An Account holder will not be permitted to redeem Points for a Reward Suite, or redeem a Reward Suite won through an Auction, unless the Account Holder executes the SLA. Reward Suite tickets will be delivered digitally to the Account Holder of record only at the email address provided in your Account.

Game Rewards are available through the entirety of the Nationals' regular season, except for blackout dates and are subject to availability. All requests to redeem Game Rewards must be submitted online on or before September 24, 2023. Points shall be redeemed for their full value only. *Game Rewards that have been received as part of the Red Carpet Rewards Program cannot be exchanged as part of the Season Ticket Exchange programs.*

Blackout dates may apply and change from time to time; provided, however, that the Nationals shall communicate all blackout dates to Account Holders. Blackout dates will be set once the 2023 schedule is released and shall be subsequently published by the Nationals. To view 2023 Red Carpet Rewards blackout dates please visit nationals.com/rewards.

Red Carpet Rewards

If an Account has been activated, the Account Holder may redeem Points for: (1) "**Auction Items**", as defined below; (2) select merchandise ("**Marketplace Items**"); and (3) fan-based activities ("**Experiences**") (collectively, **Auction Items, Marketplace Items and Experiences** shall be referred to as "**Red Carpet Rewards**"). All Red Carpet Rewards are subject to availability.

Auctions

From time to time, Account Holders may have the opportunity to participate in online auctions ("**Auctions**") and place bids, using Points, for select merchandise and activities ("**Auction Items**"). Auctions will take place only online on the Program Website.

Unless otherwise stated, by bidding Points on an Auction Item, the Account Holder acknowledges and agrees to redeem those Points for a particular Auction Item. If the Account Holder's bid is the winning bid, or is otherwise accepted, then the Points that the Account Holder bid will be automatically deducted from the respective Account Holder's Account. Auction Items may not be returned or exchanged, and Points will not be re-applied to such Account if the Account Holder fails to accept receipt of the Auction Item won. Detailed information for each

Auction, including terms and restrictions, will be posted on the Program Website prior to the scheduled start time of each Auction.

Marketplace

From time to time, Accounts Holders may redeem Points to purchase Marketplace Items. A description of each Marketplace Item will be posted on the Program Website. The number of Points required to redeem any Marketplace Item will vary and will be automatically deducted from an Account upon making any purchase. Marketplace Items may not be returned or exchanged and Points will not be re-applied to an Account if the Account Holder fails to accept receipt of redeemed Marketplace Items.

Experiences

From time to time, Account Holders may redeem Points for Experiences offered by the Washington Nationals. The availability and frequency of any Experiences may vary from time to time. The details of each Experience and the number of Points required to redeem an Experience may vary. Detailed information for each Experience, including terms and restrictions, will be posted on the Program Website.

8. Game Rewards and Red Carpet Rewards Restrictions and Limitations

Points applicable to Game Rewards and Red Carpet Rewards expire upon November 30, 2023 at 11:59 PM Eastern Time of each calendar year **and will not carry over to a subsequent season or calendar year**. No credit will be issued for any unused or unredeemed Points, Game Rewards or Red Carpet Rewards.

Points, Game Rewards and Red Carpet Rewards may not be purchased with cash, credit card or cash equivalents. Points, Game Rewards and Red Carpet Rewards may not be resold or bartered by any means, electronic or otherwise. If the Washington Nationals suspect that an Account Holder is reselling Points, Game Rewards or Red Carpet Rewards, the Washington Nationals may terminate the Account Holder's participation in the Program, revoke or cancel all or some of an Account Holder's Points, Game Rewards, Red Carpet Rewards, other Program benefits or privileges and/or take any appropriate administrative and/or legal action as it may deem necessary.

Points, Game Rewards and Red Carpet Rewards cannot be combined with any other offer, including Season Ticket Exchange Programs or any individual plan offers.

Note: The Washington Nationals is not responsible for Points, Game Rewards and/or Red Carpet Rewards lost, misdirected or delayed via mail or email, nor does it guarantee on-time delivery of Points, Game Rewards and/or Red Carpet Rewards.

Points, Game Rewards and Red Carpet Rewards are not refundable, redeemable, exchangeable, replaceable or transferable for cash or credit unless specifically permitted by these Red Carpet Rewards Program Terms and Conditions. The Washington Nationals is not responsible for lost or stolen Red Carpet Rewards, Game Rewards or Points, and no replacements will be provided.

9. Special Offers

Account Holders may also receive special promotional offers ("**Special Offers**"), which may include discounts to select concession stands and the Nationals' merchandise stores within the Stadium and additional opportunities to

earn Points. Each Account Holder's participation in the Program does not guarantee access to Special Offers. Some Special Offers may only be offered to certain Account Holders (i.e., Full Participants and Partners). Special Offers may be communicated by email to the email address listed on an Account or by text messaging to the Account Holder's mobile telephone number on an Account. Account Holders may be required to make purchases using eCASH to redeem certain Special Offers. Special Offers must be valid at the time of redemption. Special Offers are non-transferable and not redeemable for cash. Special Offers expire. Special Offers will be made available for specific times before or during a Nationals' home game, each of which shall be communicated to Account Holders. Please refer to the specific Special Offer for full details, terms and restrictions.

10. **Jr. Nationals Kids Club**

The Jr. Nationals Kids Club presented by Harris Teeter is designed specifically for the Nationals' youngest and most energetic fans. Two (2) membership options are available for purchase to provide kids ages 4-12 an opportunity to enjoy member-only offers and exclusive experiences all season long. Please see mlb.com/nationals/fans/jr-nats to learn about the benefits and to purchase a membership by setting up an account at nationals.com/access or by logging into your current Account. Purchasing a Jr. Nationals Kids Club membership via the Program Website constitutes your consent to these Terms and Conditions. Any additional information regarding the Jr. Nationals Kids Club benefits are available via the Program Website.

11. **Termination of Participation and Reservation of Rights**

The Washington Nationals may:

- audit any Account Holder's Account at any time;
- discontinue participation for any Account Holder who acts or is reasonably suspected of acting in any manner that is inconsistent with or that violates these Terms and Conditions or any portion of the Program;
- discontinue participation for any Account Holder who acts in a manner inconsistent with local or federal laws, statutes, ordinances or other applicable laws, or if there are reasonable grounds for suspecting fraud, theft, or dishonesty in connection with the Program;
- discontinue participation for any Account Holder who acts in a manner inconsistent with those rules and policies of the Washington Nationals and the Stadium; and
- take appropriate administrative and/or legal action, including, without limitation, criminal prosecution as it deems necessary.

WARNING: Ticket Brokers are not eligible to participate in the Program. If the Washington Nationals determine that an Account Holder is a Ticket Broker, and therefore ineligible to participate in the Program, the Washington Nationals may immediately void the Ticket Broker's participation in the Program and revoke or cancel the Ticket Broker's Points, Game Rewards, Red Carpet Rewards and all other Program benefits and privileges. The Nationals shall determine in its sole discretion whether any individual Account Holder qualifies as a Ticket Broker.

Any discontinued participation may result in the loss, revocation, and cancellation of Points, Game Rewards, Red Carpet Reward, and all other Program benefits and privileges.

Reservation of Rights

The Washington Nationals reserve each and every one of its rights, remedies, powers, recourses and privileges related to this Program at law or in equity; all such rights, remedies, powers, recourses and privileges are and shall remain in full force and effect and enforceable by the Washington National at law or in equity. Nothing contained herein shall, or shall be deemed to, waive, modify, restrict, limit, diminish, impair, suspend or toll any of the Washington Nationals' rights, remedies, powers, recourses and privileges pursuant to the Program at law, or in equity.

12. Receipt of Information

Email is the Program's primary method of providing service-related updates to Account Holders. Certain information relating to Points, Game Rewards, Red Carpet Rewards and Special Offers will only be communicated via email. Account Holders must provide a valid email address in the corresponding Account page to enroll in the Program and are responsible for keeping email information up-to-date. Email information can be updated in My Nationals Tickets by clicking the "My Account" tab. To ensure that all updates are received, we recommend that Account holders

add **Access@nationals.com, feedback@mail.mlbamlists.com, feedback@lists.mlb.com, feedback@website.mlb.com, ordertracking@tickets.com** to their address book or "safe senders" list. The Washington Nationals is not responsible for any e-mail notifications that are bounced back or misdirected. Account Holders may also elect to receive commercial emails and/or texts from MLB.com and nationals.com and can opt-out of receiving such commercial emails and texts at any time without affecting Points, Game Rewards or Red Carpet Rewards; however, the Washington Nationals is not responsible for Points, Game Rewards, Red Carpet Rewards or other benefits that are not communicated because of an Account Holder's opt-out status, or because an Account Holder did not receive a particular text message or email. By enrolling in the Program, Account Holders agree to receive advertising, marketing materials and other communications from the Washington Nationals by mail and via email.

13. Disclaimer and Limitation of Liability

THE PROGRAM IS OFFERED, "AS IS" AND "AS AVAILABLE." THE WASHINGTON NATIONALS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM AND THE WASHINGTON NATIONALS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PROGRAM, AND ANY PURCHASES, POINTS, GAME REWARDS OR RED CARPET REWARDS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EACH ACCOUNT HOLDER AGREES THAT THE WASHINGTON NATIONALS, ITS AFFILIATES, SUBSIDIARIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "**RELEASED PARTIES**") SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ACCOUNT HOLDERS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF POINTS, GAME REWARDS, RED CARPET REWARDS OR BY PARTICIPATING IN THE PROGRAM OR PROGRAM-RELATED ACTIVITIES, INCLUDING ANY

SPECIAL OFFERS. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY POINT, GAME REWARD OR RED CARPET REWARD IS NOT AWARDED.

IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND THE RELEASED PARTIES' REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, WEATHER, TERRORISM, PANDEMIC, EPIDEMIC, LABOR DISPUTE, STRIKE, LOCKOUT OR ANY ACT OR OMISSION OF ANY THIRD PARTY. THE ENTIRETY OF THIS SECTION 13 WILL SURVIVE TERMINATION OF ANY FULL PARTICIPANT LIMITED PARTICIPANT OR PARTNER'S PARTICIPATION IN THE PROGRAM.

14. Choice of Law

This Program (but not the Arbitration Agreement) shall be governed by the internal laws of the District of Columbia, without regard to its conflicts of laws, rules or policies.

15. Individual Arbitration Agreement and Class Action Waiver ("Arbitration Agreement")

The Washington Nationals and Account Holder each may elect to resolve any and all claims and disputes arising out of or relating in any way to the Program, except for claims concerning the validity, scope or enforceability of this Arbitration Agreement (which are for a court to decide), through BINDING INDIVIDUAL ARBITRATION.

"Claims" has the broadest reasonable meaning and also includes, without limitation, initial claims, counterclaims, cross-claims and third-party claims; disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; and data breach or privacy claims. Claims are subject to arbitration even if they arise out of or relate to actions, omissions or other conduct that occurred prior to the date Account Holder agrees to these Terms and Conditions.

This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law. If the Washington Nationals or Account Holder elect to resolve a dispute by arbitration, neither shall have the right to a court or jury trial or to participate in a class action or class arbitration. Other customary rights that the Washington Nationals and Account Holder would otherwise have if either went to court will not be available or will be more limited in arbitration, including discovery and the right to appeal. The Washington Nationals and Account Holder each understand and agree that by allowing each other to elect to resolve any dispute through individual arbitration, WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. IF EITHER PARTY ELECTS ARBITRATION, THE APPLICABLE DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. The arbitrator(s) may not consolidate the claims of multiple parties without the express written consent of all parties.

Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. Account Holder may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting www.adr.org. If AAA is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator that both parties agree upon in writing or that is appointed by a court with jurisdiction pursuant to Section 5 of the FAA. The arbitration shall take place in the District of Columbia. The arbitrator shall be authorized

to award any relief that would have been available in an individual action in court, provided that the arbitrator's authority is limited to the Washington Nationals and Account Holder alone, except as otherwise specifically stated herein. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim. The arbitrator's decision shall be final and binding, except for any appeal rights under the FAA. The Washington Nationals and Account Holder agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to any Full Participants, Limited Participants, or Partners participating in the Program. This Arbitration Agreement shall take precedence over the rules of the arbitration organization or arbitrator and the other provisions in these Terms and Conditions in the event of any conflict.

The Washington Nationals will be responsible for paying all arbitration fees other than the lower amount of filing fees that Account Holder would have incurred in either a state or federal court with jurisdiction over the Claims, as applicable. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, these Terms and Conditions or the administrator's rules. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rule of Civil Procedure. Notwithstanding any other provision herein, the Washington Nationals or Account Holder may seek relief in a small claims court (or an equivalent court) for Claims within its jurisdiction; however, if the dispute is transferred, removed, or appealed to a different court, either party may elect to compel arbitration. In addition, the Washington Nationals or Account Holder each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Either party may also bring an individual action in court that is limited to preventing the other party from obtaining a provisional remedy or using self-help and that does not involve a request for damages or monetary relief of any kind.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement, subject to two exceptions: (i) if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, and that determination is not reversed on appeal, then this entire Arbitration Agreement shall be void; and (ii) if a court determines that a public injunctive relief Claim may proceed notwithstanding the class action waiver and prohibition against class arbitration, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded. This Arbitration Agreement will survive the termination of the Program as well as any season plan and any related agreement, any death, incapacity, sale or assignment, and/or Account Holder's or the Washington Nationals' bankruptcy or insolvency (to the extent permitted by applicable law).

ACCOUNT HOLDER HAS THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT ACCOUNT HOLDER MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH BELOW. If Account Holder does not wish to be bound by this Arbitration Agreement, Account Holder must notify the Washington Nationals in writing within sixty (60) days after the date Account Holder agrees to these Terms and Conditions. Account Holder must send its request to: Washington Nationals, 1500 South Capitol Street, SE, Washington, DC 20003 Attn: Legal Department. The request

must include Account Holder's full name, address, account number, and the statement "I reject the Arbitration Agreement contained in my Washington Nationals 2023 Access and Red Carpet Rewards Program." If Account Holder exercises its right to reject arbitration, the other terms of the Program shall remain in full force and effect as if Account Holder had not rejected arbitration.

16. **Miscellaneous**

- a) The Program is subject to all applicable laws, rules and regulations and is void where prohibited by law.
- b) Unless otherwise stated herein, Points may not be assigned, sold or otherwise transferred by the Account Holder, by operation of law or otherwise.
- c) Except as otherwise provided herein, the receipt and redemption of Points, Game Rewards, Special Offers and Red Carpet Rewards cannot be combined with any other offer or discount. Points, Game Rewards, Special Offers and Red Carpet Rewards contain no cash value and may not be redeemed for cash.
- d) Account Holders are solely responsible for any tax liability, including the determination thereof, which may result from earning and redeeming Points and from using and receiving Points, Game Rewards, Special Offers and Red Carpet Rewards.
- e) By participating in the Program, Account Holders consent to and authorize the Washington Nationals to collect information about the Account Holder in accordance with the terms of Major League Baseball's Privacy Policy, which can be accessed by visiting <https://www.mlb.com/official-information/privacy-policy>.
- f) Message and data rates may apply for text messaging and other services available via your mobile device. Check with your mobile service provider for details on specific fees and charges that may apply to you.
- g) These Terms and Conditions constitute the entire understanding between the Washington Nationals and any Full Participants, Limited Participants and Partners with respect to the Program. These Terms and Conditions supersede all prior communications, whether written or oral between the Washington Nationals and Account Holders.
- h) The Washington Nationals will not be liable for any failure to do so and will not be responsible for incorrect or inaccurate transcriptions of the Account Holder's contact information, for problems related to any of the equipment or programming associated with or utilized by the Account Holder, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any Web site or online service, for any other technical or non-technical error or malfunction, for lost, late, stolen, illegible, incomplete, garbled, misdirected, or mutilated postage due mail or other mail or email for whatever reason.
- i) The Washington Nationals' waiver of any breach of these Terms and Conditions shall not constitute a waiver of any other prior or subsequent breach of these Terms and Conditions. The Nationals' failure to insist upon strict compliance with these Terms and Conditions shall not be deemed a waiver of any rights or remedies that it may have against that Account Holder or any other participant in the Program.
- j) Account Holders and their guests shall at all times maintain proper decorum while attending games at the Stadium and will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations, as well as all rules and regulations that may be adopted and revised from time to time by the Washington Nationals, the Stadium, Major League Baseball and/or any of its affiliates. Any entrance to

the Stadium be Account Holders shall also be subject to the Nationals' Guest Conduct Policy and the Nationals' ticketing Terms and Conditions.

- k) In the event that: (1) the COVID-19 pandemic, (2) any applicable federal, state, city and local governmental orders or mandates, (3) any guidance issued by an applicable health agency, or (4) any guidance or directive of Major League Baseball cause: (a) any home games to be cancelled and not rescheduled during the current season; (b) any home games to be played at a venue other than Nationals Park during the current season; or (c) the permitted spectator capacity at the Nationals' home games to be limited or reduced (the "**Superseding Condition(s)**"), then the Nationals shall refund any Points expended, but unused, by the Full Participant, Limited Participant or Partner for the applicable home game impacted by the Superseding Condition(s).

Visit nationals.com/access for information on how to redeem Points for Game Rewards, Red Carpet Rewards, Special Offers, Auction Items, Marketplace Items and Experiences.