

DPAC

SEASON SEAT MEMBERSHIP TERMS AND CONDITIONS

1. **Applicability.** Unless otherwise indicated, these season ticket terms and conditions, as well as any supplemental terms and conditions that the Durham Performing Arts Center (“DPAC”) may provide from time to time in the future, apply to the person or company in whose name the season ticket account is held (the “Account Holder” or “you”) and all persons who use the Account Holder’s tickets as the Account Holder’s guests or otherwise.

2. **Risk of loss.** Upon receipt of your tickets for any full or partial season ticket membership (including any additional single performance tickets purchased in connection with the membership), risk of loss of the tickets shall pass to you. If your tickets are lost or stolen, and if you contact The Blue Cross NC Ticket Center at DPAC at customerservice@DPACnc.com at least one (1) hour in advance of the performance, DPAC will issue you replacement tickets for the same performance date and seats as on the stolen or lost tickets. You can obtain a mobile version of your tickets anytime by visiting SunTrustBroadway.com and selecting Season Seat Member Login. DPAC shall not be obligated to admit you or your guests to a performance unless the original or legitimate replacement tickets are presented at the time of the performance.

3. **Revocable privileges.** All tickets (including all season tickets and any additional single performance tickets) are personal privileges that, except as otherwise provided by law, are revocable at will in the sole discretion of DPAC. Tickets may be revoked with or without cause, for reasons that include but are not limited to improper conduct by you, your guests, or other holders of the tickets, and non-usage of the tickets. Should DPAC revoke any tickets, DPAC will refund you the amount paid for revoked tickets for future performances.

4. **Cancellations.** Should DPAC or the producer of a show (“Producer”) cancel, without replacing, a show included in your season ticket package, DPAC may provide you a refund of the face value price of the tickets for the cancelled show. However, your season seat membership will not otherwise be affected. Season seat memberships, including tickets for any individual show or performance, are not otherwise refundable except in DPAC’s sole discretion.

5. **Exchanges.** If you cannot attend a performance on the date of your tickets, you may be able to exchange your tickets for another performance of the same show. All such exchange requests must be made at least three business days before your scheduled performance either online, by phone or in person at the box office. All such requests are subject to availability of tickets for the requested alternative performance date. Any additional charges incurred in connection with the exchange request—for example, any increase in ticket prices due to a more favorable seat location or higher priced performance date—will be charged to your credit card upon processing of your request. No refunds or credits will be issued in the case of exchanges to lower priced tickets or performances.

6. **Renewals.** Although DPAC anticipates that Account Holders will have the privilege to renew their season seat memberships for the next season (including through the DPAC’s auto renew

program), such renewal privileges are extended at the option and in the sole discretion of DPAC and may be revoked or cancelled at any time for any reason. As well, DPAC in its sole discretion and for any reason may change the seat location(s) previously assigned to any such membership. All tickets not purchased by the renewal deadline date indicated on your season ticket renewal invoice or online promptly will be released by DPAC for sale.

7. Behavior. In addition to any restrictions imposed by applicable law and the rules of the theater (if other than the DPAC) in which a show is presented, disorderly conduct, smoking (including use of e-cigarettes) inside the theater, use of mobile devices during the performance, and any recording or photographing of the performance are strictly prohibited. Also, outside food and beverages, large bags, professional cameras, weapons, illegal drugs, and other contraband are not permitted inside the theater. No large bags or luggage will be allowed into the theatre. Make plans to store them off site. All ticket holders consent to a reasonable search for such items. Violators of these provisions may be required to leave the theater without any ticket refund, and may be subject to revocation of any remaining tickets in their season ticket package. The seating of ticket holders arriving after a performance begins is subject to DPAC's and the Producer's late seating rules, and such seating may be delayed and is at the discretion of theater management.

8. Content and special effects. Some shows may contain profanity and/or explicit content intended for mature audiences, and/or may utilize special effects such as smoke, haze, and strobes. It is the responsibility of you, your guests, and other holders of performance tickets to make their own investigation and determination (based on show summaries, reviews, and other available information) of whether the show is appropriate for you and them, including whether any of you or them will be offended or negatively affected by the show's content or special effects. When such concerns arise, DPAC will endeavor to accommodate requests to exchange tickets for another show, subject to ticket availability, so long as you contact us no later than three days in advance of the performance of concern.

9. Force majeure. DPAC and the Producer are committed to presenting quality touring Broadway productions and other shows. However, given the nature of live theater, DPAC and the Producer shall not be responsible for any sound quality issues, special effects malfunctions, other technical difficulties, the use of understudies or other substitute performers, fire alarms, other loud sounds outside the theater, or any other force majeure event outside DPAC's and the Producer's reasonable control.

10. Weather. During winter weather months, all performances scheduled at DPAC normally take place as scheduled. If weather or travel conditions ever prevent you from attending a show in your season seat package, DPAC staff will do what they can to make an accommodation of some kind, but this accommodation will vary from show to show. Before purchasing seats for any event at DPAC, please know that all sales are final.

11. Seat location. Allocations of seat locations for season seat memberships are made from, and subject to, available seat locations as determined by DPAC in its sole discretion. Your seats may

be relocated for a particular performance if necessitated by production design requirements, due to limited or obstructed views, or for other reasons. In such cases, you will be contacted to be relocated to the best available seating. No refunds will be provided if your seats need to be relocated. For certain shows, the Producer may open up seating in the Orchestra Pit. Although we make good faith attempts to notify season seat members in the first row so they might be able to exchange their existing seats into the newly opened locations for that show, there is no guarantee as to such relocation, and tickets for existing membership seats are not subject to a refund in these instances.

12. Risks. You, your guests, and other holders of performance tickets assume all risks and dangers of personal injury or property damage arising from or related to the performance. Each and all of you expressly release DPAC, The Nederlander Organization, and the Producer, as well as their affiliates, subsidiaries, sponsors, successors, assigns, officers, employees, contractors, and agents from any and all liability or claims for any such personal injury or property damage.

13. Payment deadline. All payments for season tickets are due by the payment deadline(s) set forth in your season ticket subscription invoice or online. Failure to pay by the deadline(s) may result in the loss of your season seat membership opportunity and the loss of any future season seat member benefits. You agree to abide by the refund and exchange restrictions applicable to your tickets. Without limiting the foregoing, you agree not to seek any refund or exchange unless specifically allowed by these terms and conditions or DPAC's or the Producer's policies. You also agree not to dispute any credit card charge or seek any credit card chargeback with respect to valid credit card charges for your tickets. Should you violate these credit card restrictions, DPAC may cancel any tickets purchased with the subject credit card and refuse to honor or allow any pending or future ticket purchases made with the credit card. Returned or dishonored checks may be subject to a handling charge.

14. Personal information. You agree that DPAC may use your email address, street address and/or telephone number(s) to contact you concerning your season seat membership and otherwise to provide you information and special offers DPAC believes you will find valuable. DPAC and its associated business affiliates will not use, sell, or rent your email address, street address and/or telephone number(s) to any third party, except as permitted by applicable law or applicable website privacy policies. You agree to the use of your telephone number(s) by either a real person or an automated dialer to update you regarding your season seat membership or a particular performance, or when contacting you about ticket packages or other offers. Consenting to receive communications such as autodialed communications and text messages on your telephone number(s) is not a condition of your becoming a season seat member. If you wish to opt out of receiving autodialed calls and/or text messages, please send an online written request to customerservice@DPACnc.com. Any calls you make to, or receive from, DPAC may be recorded for quality assurance or other purposes. You agree and consent that any such calls may be recorded.

15. Pricing. The total cost of your season seat membership as stated on the season ticket pricing grid or your season ticket invoice, reflects the sum of the face value price of your tickets

plus any service charges and handling fees. 7.5% sales tax will be added on top of listed prices for season seat memberships.

16. Seat changes. If you are interested in upgrading or otherwise changing your current season seat location(s), DPAC will make every effort to accommodate your request. Such requests are processed only after the renewal deadline for season ticket accounts and only based on tickets that become available through non-renewal or cancellation. As more fully described in your renewal notification, all upgrade and other seat change requests must be submitted in writing using a season seat member relocation form. Additional charges incurred by your upgrade or change request—for example, higher ticket prices due to improved seat locations or higher priced performance dates—will be charged to your credit card upon processing of your request. Upgrades and other changes may not be available in your precise desired location and/or for all performances. If you elect to make seat location changes, your current seat location(s) will be released and made available for other season seat member upgrade or change requests. In the event you are not satisfied with your upgrade or change location, we will attempt to find you other options. However, your earlier seat locations are not guaranteed since they already may have been assigned to another season seat member.

17. Seat transfers. Requests to split seats with another season seat member or to change the Account Holder's name must be submitted in writing by emailing Broadway@DPACnc.com. In fairness to other renewing season ticket holders, DPAC may not be able to honor all such requests. DPAC may impose rules, restrictions, and conditions on any approved seat or account transfers. If you choose to not renew your season seat membership, DPAC will not honor any requests to "will" season seats to another member. Unrenewed seats will be opened for members requesting to change their seat location based on the timing of their request. In the case of death, DPAC must be contacted by the executor of the Account Holder's estate in order to make any changes or transfers. These such transfer requests are at the sole discretion of DPAC and may not be honored.

18. Conflicts. In planning each season's performances, care is taken to avoid scheduling conflicts and changes of any kind. However, prices, shows, dates, schedules, venues, and artists are subject to change without notice. All sales are final, and no refunds will be made for these types of changes except as expressly stated herein.

19. Reselling. DPAC does not permit the reselling of tickets in excess of their face value price through any means other than through authorized reselling programs of DPAC. Violations of this provision by you, your guests, or other holders of your tickets may result in revocation of your remaining season tickets and season ticket renewal privileges. DPAC and the Producer will not be responsible for counterfeit tickets that season seat members or others may purchase from unauthorized ticket resellers. Lost or stolen tickets for which replacement tickets have been issued will be voided and not honored. To address improper resale and counterfeit ticket concerns and otherwise, DPAC may implement any necessary procedures for tracking ticket transfers and purchases, including but not limited to a paperless ticket system which may require the ticket holder to present the credit or debit card used for purchase prior to admission.

20. Non-local Season Ticket Accounts. Account Holders located outside of North Carolina and areas of Southern Virginia will only have access to mobile tickets and no paper tickets will be distributed. Non-local accounts with duplicate or similar contact information may be canceled without notice. Tickets purchased by persons that DPAC believes are purchasing solely for resale also may be canceled and refunded at any time.

21. Ticket limits. DPAC and the Producer shall be entitled, in their sole discretion, to implement ticket purchase limits on any basis, including without limitation per person, season seat package or holder, credit card account, email address, billing address, season seat account address or number, phone number, IP address, performance, show engagement, special event, or otherwise. In the event a person, including any season seat member, purchases more tickets than allowed under any applicable limit, DPAC and/or the Producer, each in its own discretion [and with or without notice to the purchaser], may revoke and issue refunds to the purchaser for those tickets purchased in excess of the applicable limit, and may revoke remaining season seats and season seat renewal privileges. To address attempts to circumvent any such limit, DPAC may implement any necessary procedures for tracking ticket transfers and purchases.

22. Children. All guests require a ticket, regardless of age. Children under the age of six (6) are not allowed at almost all DPAC performances including Broadway, Concerts, and Comedy shows. Some shows or events do have a different age policy and DPAC will note these on the individual show page for each event. Children must be able to sit quietly in their own seat without disturbing others guests. For the comfort and enjoyment of all guests, children who are disruptive to other guests will be asked to leave the auditorium. All sales are final, and no refunds will be allowed for removals due to disruption.

23. Accessible seating. DPAC strives to make it easy to purchase accessible seating for all productions. To purchase such tickets, visit us online at DPACnc.com or call us at 919-680-2787 and we will be happy to assist. Accessible seating areas are solely for persons with disabilities and their companions.

24. Disputes. If a dispute arises between you and DPAC, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes that you may have with DPAC or the show's Producer may be reported to DPAC by emailing customerservice@DPACnc.com.

You and DPAC agree that all disputes, claims or controversies arising from or related to your season seat membership (including without limitation any individual performance tickets), or between you and DPAC or the show's Producer regarding such matters, shall be resolved by binding arbitration on an individual basis. As an exception to this arbitration agreement, you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

This arbitration agreement is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND DPAC AGREE THAT EACH MAY BRING CLAIMS ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL. Further, unless both you and DPAC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other customers. Neither you nor we may seek non-individualized relief that would affect other customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

All issues are for the arbitrator(s) to decide, except that issues relating to arbitrability, the scope or enforceability of this agreement to arbitrate, or the interpretation of the prohibition of class and representative actions above shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association (referred to as the "AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or DPAC may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and DPAC subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Pantages may attend by telephone, unless the arbitrator(s) require otherwise.

The arbitrator(s) will decide the substance of all claims in accordance with [applicable law/the law of the State of North Carolina], including recognized principles of equity, and will honor all claims of privilege recognized by [North Carolina] law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different DPAC customers, but is/are bound by rulings in prior arbitrations involving the same DPAC customer to the extent required by applicable law. The award of the arbitrator(s) shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$10,000 or less, at your request, DPAC will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by DPAC should be submitted

by mail to the AAA along with your demand for arbitration and DPAC will make arrangements to pay all necessary fees directly to the AAA. In the event the arbitrator(s) determine the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse DPAC for all fees associated with the arbitration paid by DPAC on your behalf that you otherwise would be obligated to pay under the AAA's rules.

25. Inconsistency. In the event of any inconsistency between these terms and conditions and any terms and conditions on your season package invoice(s), brochure, or any DPAC website, then the provisions on the invoice, brochure or website provisions shall govern. No course of dealing by DPAC or the Producer, nor any failure or delay by DPAC or the Producer to exercise any right or remedy under or enforce any provision of these or any other applicable terms and conditions or any other applicable terms and conditions, shall operate as a waiver of any such (or any other) right, remedy, or provision. No waiver by DPAC or the Producer of any breach of any provision of any applicable terms and conditions shall be considered or constitute a waiver of any succeeding breach of the same or any other provision or a waiver of the provision itself.

26. Severability. Except as otherwise provided in paragraph 23 concerning arbitration, if any provision (or portion thereof) contained in these terms and conditions is found to be invalid, illegal, or unenforceable under applicable law (and that law is not preempted by federal law), that provision (in whole or in part) shall, to the extent necessary, be severable from these terms and conditions, and the validity, legality and enforceability of the remainder of these terms and conditions shall not be affected or impaired thereby.