

**STEVEN TANGER CENTER FOR THE PERFORMING ARTS
SEASON SEAT MEMBERSHIP AND SINGLE EVENT
TERMS AND CONDITIONS**

These terms and conditions have been established to make your interaction with Broadway shows and other events at the Steven Tanger Center for the Performing Arts and other events efficient and clear. These terms govern your services, which includes the website www.tangercenter.com, the Tanger Center Account Manager application, purchases and ticketing transactions, interactions through the Call Center and any other advanced services offered through Account Manager. By participating and visiting one of these sites, you expressly agree to the terms and conditions outlined herein which may be updated or amended from time to time.

COVID-19 WARNING: An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. Patrons who opt to attend events voluntarily and fully waive all claims and potential claims for injury, death, property damage, and economic loss related to communicable diseases.

1. **Applicability.** Unless otherwise indicated, these season and single ticket terms and conditions, as well as any supplemental terms and conditions that the Steven Tanger Center for the Performing Arts (hereafter STCPA) may provide 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) or on Ticketmaster.com, risk of loss of the tickets shall pass to you. If your tickets are lost or stolen, and you contact The Tanger Center Box Office at CustomerCare@TangerCenter.com at least 24 hours in advance of the performance, STCPA 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 tangercenter.com and selecting Season Seat Member Login. STCPA 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 STCPA. 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 STCPA revoke any tickets, STCPA will refund you the amount paid from the primary seller for revoked tickets for future performances.

4. **Cancellations.** Should STCPA or the producer of a show ("Producer") cancel, without replacing, a show included in your season ticket package, STCPA 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 STCPA's sole discretion. Tanger center events will play on as scheduled subject to any disaster, pandemic or other impacts unknown. For multi-performance shows, exchanges may be possible but will be limited due to inventory constraints. We encourage our guests to travel safely and

allow sufficient travel time in the event of certain weather conditions. Tanger Center will provide further information on its home web page, social media and emails for specific event circumstances. Should you have questions, please e-mail us at customer@tangercenter.com.

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 by 5pm ET on the Friday prior to the show engagement online, either 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, price changes put in place by the production company, 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 STCPA anticipates that Broadway Account Holders will have the privilege to renew their season seat memberships for the next season (including through the STCPA's auto renew program), such renewal privileges are extended at the option and in the sole discretion of STCPA and may be revoked or cancelled at any time for any reason. As well, STCPA 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 account promptly will be released by STCPA for sale.

7. Inspection and Behavior. In addition to any restrictions imposed by applicable law and the rules of the theater (if other than the STCPA) in which a show is presented, disorderly conduct, smoking (including use of e-cigarettes) inside the theater, lobby or restrooms, use of mobile devices during the performance, and any recording or photographing of the performance are strictly prohibited. In addition, guns, knives or any weapon, outside food and beverages, large bags, professional cameras, weapons, illegal drugs, and other contraband are not permitted inside the theater, lobby or restrooms. No large bags or luggage will be allowed into the venue. Please make plans to store these items off site. All ticket holders are subject to a consent inspection that may involve metal detectors. 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 STCPA'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, 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, STCPA will endeavor to accommodate requests to exchange tickets for another show, subject to ticket availability, so long as you contact us no later than 5pm ET on the Friday prior to the engagement start of the performance of concern.

9. Force majeure. STCPA and the Producer are committed to presenting quality touring Broadway

productions and other shows. However, given the nature of live theater, STCPA 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 STCPA's and the Producer's reasonable control.

10. Weather. Before purchasing seats for any event at STCPA, please know that all sales are final. Tanger Center events will take place as scheduled. For multi-performance shows, exchanges may be possible but will be limited due to inventory constraints. We encourage our guests to travel safely and allow sufficient travel time in the event of certain weather conditions. Tanger Center will provide further information on its home web page for specific event circumstances. Should you have questions, please e-mail us at customercare@tangercenter.com.

11. Seat location. Allocations of seat locations for season seat memberships are made from, and subject to, available seat locations as determined by STCPA 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. Personal Injury 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. All ticketholders expressly release STCPA, City of Greensboro, The Nederlander Organization, PFM, BIG LLC, and the Producer, as well as their affiliates, subsidiaries, sponsors, successors, assigns, officers, employees, contractors, and agents from 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 account. 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. Should your seats be reinstated at a later time, you may be required to pay in full for any future purchases at STCPA. 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 STCPA'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, STCPA 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. Please note that monthly payment plans for the season will no longer be offered starting annually at a predetermined date.

14. Personal information. You agree that STCPA 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 STCPA believes you will find valuable. STCPA 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 CustomerCare@TangerCenter.com. Any calls you make to, or receive from, STCPA 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 facility fee, any service charges and handling fees. 6.75% sales tax (or the current state of NC and Guilford County sales tax rate) 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), STCPA 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 made in Account Manager or submitted in writing via email to CustomerCare@tangercenter.com, or call us at 336.373.7575, by specified upgrade deadline. 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 CustomerCare@TangerCenter.com. STCPA may not be able to honor all such requests. STCPA may impose rules, restrictions, and conditions on any approved seat or account transfers. If a season seat member chooses to not renew, STCPA cannot honor any requests to "will" or "gift" season seats to another member. If a season seat member chooses to not renew their seats during the renewal process, non-renewed seats will be made available to new subscribers. In the case of an Account Holder's death, STCPA must be contacted by the executor of the Account Holder's estate in order to make any changes or transfers. In the case of divorce, STCPA must be contacted by the Account Holder with details of any requests sent in writing to CustomerCare@TangerCenter.com. If season tickets are purchased as a gift, the receiver of the gift must be added to the account immediately after purchasing; purchaser should send information in writing to CustomerCare@TangerCenter.com. Approval of any transfer requests are at the sole discretion of STCPA.

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. STCPA does not permit the reselling of tickets in excess of their face value price through any means other than through authorized reselling programs of STCPA and Ticketmaster.com verified tickets. 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. STCPA 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, STCPA 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. The purchaser of a resale ticket does not have any season ticket holder rights or benefits and does not own the season ticket. Account Holders that sell the majority of their tickets within their season package for consecutive seasons may have their season tickets canceled and refunded without notice. Tickets purchased by persons that the STCPA believe are purchased solely for resale may be canceled and refunded at any time.

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 STCPA believes are purchasing solely for resale also may be canceled and refunded at any time.

21. Ticket limits. STCPA 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, STCPA 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, STCPA may implement any necessary procedures for tracking ticket transfers and purchases.

22. Children. Everyone must have a ticket regardless of age, unless otherwise specified by the show. Children must be accompanied by an adult for all performances. Please check with the Steven Tanger Center for the Performing Arts at 336-373-7400 or the show's event page for the age requirement for tickets for the event you are interested in attending. Children under the age of six (6) are not allowed at select STCPA performances including Broadway, concerts, and comedy shows. Some shows or events do have a different age policy and STCPA will note these on the individual show web page for each event. Family shows such as Disney Live, Paw Patrol and Sesame Street Live may require all children 1 year of age and

above to have a ticket. Children must be able to sit quietly in their own seat without disturbing others guests. Infants are not recommended. For the comfort and enjoyment of all guests, children who are disruptive to other guests will be asked to leave the auditorium seating area. All sales are final, and no refunds will be allowed for removals due to disruption.

23. Accessible seating. STCPA strives to make it easy to purchase accessible seating for all productions. To purchase such tickets, visit us online at Ticketmaster.com or call us at 336-373-7575 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 STCPA, 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 STCPA or the show's Producer may be reported to STCPA by emailing CustomerCare@TangerCenter.com.

You and STCPA 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 STCPA or the show's Producer regarding such matters, shall be resolved by small claims court on an individual basis.

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 STCPA website, then the provisions on the invoice, brochure or website provisions shall govern. No course of dealing by STCPA or the Producer, nor any failure or delay by STCPA 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 STCPA 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 herein, 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.

27. Live Event Risks. Live Event Risks also include the risks of attending a public Event. You agree that the Event for which your purchase or receive tickets is a public Event, that your appearance, and actions inside and outside the venue where the Event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the Event. You grant STCPA, its affiliates, Producers Artists and Production personnel to utilize your name, image, likeness, acts, poses, plays, appearance, movements and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event before, during and after for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization form, or compensation to, you or anyone acting on your behalf.

28. Parking and Add-on Show Amenities. Season parking passes in the VIP surface lot purchased as a package are transferrable by show to others but are not eligible for re-sale or a refund. Single show parking passes in the VIP surface lot, along with L&W Lounge or Prelude Dining may not be re-sold, transferred or refunded. Purchases made in Tanger Center Account manager are non-refundable. Broadway Garage parking may be transferred but is not eligible for resale or refund.

29. Cashless Payments. Beginning September 1, 2023, the Steven Tanger Center for the Performing Arts will no longer accept cash for concessions, Box Office ticket sales, merchandise items or parking fees. Credit or debit cards (or Tanger Center Gift Cards for tickets) will be required for all payments. In addition, Apple Pay will be accepted for parking, concessions and merchandise sales. Moving to a cashless operation is a trend in the live entertainment industry and is already in place at many venues in North Carolina and across the nation. The use of credit or debit cards will also result in faster transactions that will reduce the amount of time our guests have to wait in line for concessions and box office sales. For patrons who only have cash, you may purchase a Tanger Center gift card at our Ticket Center or Guest Services desk in our first floor Phillips Hall lobby. More information is available at TangerCenter.com/cashless

Thank you.

Steven Tanger Center for the Performing Arts