



Broadway Across Canada Standard Season Subscription TERMS AND CONDITIONS

1. Upon receipt of Subscription tickets ("Tickets"), risk of loss or theft of Tickets shall pass to the person or company in whose name the Season Subscription account is held ("Subscriber"). The theatre in which performances are presented ("Theatre") shall not be obligated to admit Subscriber to events unless applicable Tickets are presented at such time.
2. Tickets and Subscriptions are personal licenses revocable at the sole discretion of Broadway Across Canada ("BC"), with or without cause, including without limitation, for improper conduct by any Subscriber (including guests of other holders of any Tickets), non-usage or otherwise, as determined by BC in its sole discretion. Upon such revocation, BC shall refund that portion of the Subscription price as related to unused Tickets returned to the Box Office for performances that have not yet been presented, provided all such Tickets for future performances as of the effective date of the revocation are returned at least two business days prior to the first such performance or such later performance as may be designated by BC in its sole discretion.
3. Should BC or the show's producer ("Producer") or performance venue ("Theatre") cancel, without replacing, any scheduled event that BC has included under a Season Subscription ("Subscription"), a pro-rated refund of the face amount on the Ticket may be provided, but the Subscription arrangement will not otherwise be affected. Subscriptions and Tickets are otherwise not refundable, except at BC's sole discretion as provided above.
4. If you cannot attend a performance, as a Subscriber you may be able, at no additional convenience fee, to exchange Tickets for another performance up to two business days in advance of the earlier of your current performance or the alternative performance you are interested in attending, subject to availability and certain restrictions or conditions. Additional charges incurred by the exchange request will be charged to your credit card upon processing of the request (for example, higher Ticket prices for more favorable seating sections or moving to a higher priced performance). No refunds will be issued in the case of exchanges to a lower priced location or performance than your usual Subscription seats.
5. In the case of lost or stolen Tickets, BC will issue you a seating location pass for the same performance day and seats having been lost or stolen or provide replacement tickets in accordance with the Theatre's policy. Any location pass issued will be held at the box office for pick up one hour prior to performance time. The location pass will not be mailed or emailed. Proper ID will be required at time of pick up and must match the name on the Account. Lost and or stolen Tickets are not eligible for exchange.
6. Renewal privilege is extended at the option of BC and is subject to revocation at any time. Although BC anticipates that Subscribers will have the opportunity to renew their Subscriptions in the subsequent season, BC, in its sole discretion, reserves the right for any reason whatsoever (i.e., with or without cause) not to renew any Subscription or to change the seat location previously assigned to any Subscription. After the final renewal deadline set forth on your local Subscription invoice ("Invoice"), seats will be released for purchase by third parties.
7. Subject to applicable law and rules of the Theatre, smoking, talking on cell phones during the performance and disorderly conduct in the Theatre and any recording or photographing of the performance is strictly prohibited. Violators

may be required to leave the Theatre without any refund, and may be subject to revocation of their Season Subscription and Tickets. Ticket holders arriving after a show performance begins are subject to the Producer's and Theatre's late seating rules, and seating may be delayed and is at the discretion of management. No refunds for late arrivals.

8. Some shows may contain profanity and/or explicit content intended for mature audiences. While BC and the show Producer may issue a disclaimer, Subscribers are responsible for determining whether show content is appropriate for them and their guests (by reading reviews, summaries, etc.). Subject to availability, BC may accommodate exchange requests when such content concerns arise so long as you contact us reasonably in advance of the performance.
9. For certain shows, the Producer may open up seating in the Orchestra Pit. Although we make good faith attempts to notify Subscribers in the first three or four rows so they might be able to exchange their existing Subscription seating into the newly opened locations for that show, there is no guarantee as to such relocation, and Tickets for existing Subscription seats are not subject to a refund in these instances.
10. While BC, the Theatre and each show's Producer are committed to bringing quality touring Broadway productions to your city, they shall not be responsible for sound quality issues or other technical difficulties possible in live theatre, fire alarms, or similar force majeure events not within their reasonable control.
11. Allocation of seats for all Subscription types are made from, and are subject to, available seat locations as determined by BC, in its sole discretion. Seating may be subject to relocation for a particular performance if required by reason of production requirements, limited or obstructed views or other reasons. In such cases, Subscribers will be contacted to be relocated to the best available seating. No refunds will be given if a location needs to be relocated and comparable seats are available.
12. The holder of a Ticket to a performance assumes all risks and danger of personal injury or property damage arising from or related to the event. The holder agrees that Key Brand Entertainment Inc., Eagle Eye Entertainment, Inc., the Theatre, the show Producers, their affiliates, subsidiaries, sponsors, successors and assigns and their respective officers, employees, contractors and agents are expressly released by the holder from such claims.
13. All payments are due by the date indicated on the applicable Invoice. Failure to make payment by the due date may result in BC retracting its Subscription offer and loss of any future Subscriber benefits. Returned or dishonored checks may be subject to a handling charge.
14. BC or the Theatre may use your e-mail address, street address and/or telephone number to contact you about your Subscription and to provide you with information and special offers we think you will find to be valuable and important information regarding your Season Subscription performances. BC and its associated business units will not use, sell or rent your personal e-mail address, street address and/or telephone number information to any third party, except as permitted by applicable law or applicable website privacy policies. As a Subscriber, you agree to the use of your phone number when needed to update you regarding your Subscription or a performance (by either a real person or automated feature). If you wish to opt out of receiving such calls, please call us or send a written request to canadaservice@BroadwayAcrossAmerica.com.

FEE DISCLOSURES

15. The total cost of your Subscription on the renewal Invoice or local Season Subscription brochure ("Brochure") pricing grid reflects the sum of the face value of your Tickets (including any facility fees), plus any service charges, handling fees and, if applicable, taxes.

The actual Tickets you receive reflect the face value of the Ticket and any facility fees and, if applicable, taxes. Handling fees and/or service charges are not broken out on the Tickets, which means the prices on the Tickets will not add up to the total paid on your Invoice.

UPGRADING YOUR SEASON TICKETS

16. If you are interested in changing your current Subscription seat location(s), please note that we will make every effort to accommodate your requests, subject to availability and stated deadlines on Invoices or as may otherwise be adopted in specific markets. Exact renewals for same locations are processed first. Upgrades and other change requests must be submitted in writing. Upgrades are considered only for renewed accounts paid in full or with any applicable payment plan. Upgrades are possible only when seats become available through cancellations, and are processed following the final renewal deadline printed on your Invoice on a date-received basis.
17. Upgrades may not be available in a particular section or for all performances. If an upgrade is available, BC will mail a confirmation to advise you of your upgraded seat locations for the upcoming season. Depending on production requirements, seating may occasionally become available in the orchestra pit without notice; although we attempt to contact Subscribers sitting in the first few rows for upgrades (subject to time constraints), we may not always be able to do so, and failure to do so shall not entitle any Subscriber to a refund. Additional charges incurred by the change request will be charged to your credit card upon processing of the request (for example, higher Ticket prices for more favorable seating sections or changing from a weekday to a weekend performance). Please note that we may not be able to call you to discuss seat change options.

If your specific upgrade request can be substantially satisfied, your current seating locations will be released and used for other Subscriber upgrade requests. In the event you are not happy with your upgrade location, we will attempt to find other options, but your original locations are not guaranteed as they may have been assigned to another Subscriber.

CHANGING ACCOUNT HOLDER NAME

18. If requesting to split seats with another Account Holder or to change Account Holder's name, your request must be submitted in writing. In fairness to other renewing Season Subscribers, we may not be able to honor all such Account transfer requests. BC may impose certain rules, restrictions and conditions on Account transfer requests (including documentation of any applicable conditions).

ADDITIONAL TERMS & CONDITIONS

19. In planning a Season, care is taken to avoid scheduling conflicts or changes of any kind. However, prices, shows, dates, schedules, venues and artists are subject to change without notice. All sales final. No refunds, except as expressly stated herein.
20. Season Subscription Tickets are subject to these Standard Season Subscription Terms and Conditions and to other terms and conditions contained in materials otherwise sent to you. We do not support the reselling of tickets in excess of the face value through any means other than through authorized reselling programs of BC. Doing so will constitute a breach of these Standard Season Subscription Terms and Conditions and account holders who violate this rule may be subject to revocation of their Season Subscription and Tickets. Theatre, BC and show Producers are not responsible for counterfeit tickets that Subscribers or others may purchase from unauthorized third parties reselling Tickets (e.g., if a loss voucher is issued to replace a lost Ticket, the Ticket may be voided and will not be honored).
21. BC, the show Producer and the Theatre, at their sole discretion, shall be entitled to implement a Ticket purchase limit (either per performance or for Season packages and/or additional tickets). In the event that a Subscriber purchases more than the specified limit, then BC, the Producer and/or the Theatre, each in its sole discretion, reserves the right (with or without notice) to revoke tickets and issue refunds for inadvertent or other sales in excess of the designated limit.
22. Children under the age of six are encouraged to attend only special children's theatre events. Everyone entering the Theatre must have a ticket regardless of age. For the comfort and enjoyment of all guests, children who are disruptive to other guests will be asked to leave the seating area. Infants will not be allowed to attend Broadway performances. All sales final, no refunds.

23. Accessible Seating Tickets: BC strives to make it easy to purchase accessible seating Tickets for all productions. To purchase, visit us online or call a representative at the telephone number listed on your Invoice or elsewhere and we will be happy to assist. Accessible seating areas are solely for people with disabilities and their companions.
24. These Standard Season Subscription Terms and Conditions provide that all disputes, claims or controversies arising from or related to your Season Subscription or Tickets, or between you and BC, the Producer or the Theatre regarding such matters, shall be submitted by us to mediation and if the matter cannot be resolved through mediation, it shall be submitted for binding arbitration. Unless the parties agree otherwise, any mediation and/or arbitration shall take place in the State of New York, County of New York, and shall be administered by and pursuant to the rules of the American Arbitration Association ("AAA"). Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any claims or disputes to be arbitrated or litigated on a class action basis or in a purported representative capacity on behalf of the general public or other persons similarly situated. No arbitration award or decision shall be given preclusive effect as to the issues or claims in any dispute with anyone not a party to that arbitration. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under your Season Subscription agreement (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and you specifically waive any right to be a member of a class action lawsuit for any claim, dispute or controversy arising from or related to your Season Subscription or Tickets.
25. In the event of any inconsistency between these Standard Season Subscription Terms and Conditions and any terms and conditions on your Subscription Invoice(s), local Brochure or local BC or Theatre website, then the Subscription Invoice, local Brochure or website provisions shall govern. No course of dealing, failure or delay by BC or the Theatre in exercising any right or remedy or enforcing any provision under these Standard Season Subscription Terms and Conditions or any applicable terms and conditions (collectively, "Applicable Terms and Conditions") will operate as a waiver of any such (or any other) right, remedy or provision, and no waiver of a breach of any provision of the Applicable Terms and Conditions will 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. These Standard Season Subscription Terms and Conditions are subject to applicable law. If any provision (or portion thereof) contained herein is found by any arbitrator or court of competent jurisdiction to be invalid, illegal or unenforceable, that provision (in whole or in part) shall, to the extent required, be deemed not to form part of these Standard Season Subscription Terms and Conditions, and the validity, legality and enforceability of the other provisions of these Standard Season Subscription Terms and Conditions shall not be affected or impaired thereby. If any such provision (or portion thereof) is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.