Standard Season Subscription Terms and Conditions

1. Upon receipt of Subscription tickets (including any Subscriber additional 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 theater in which performances are presented shall not be obligated to admit Subscriber to events unless applicable Tickets are presented at such time.

2. Season tickets may be cancelled and refunded in full only if the request is received before the tickets have been printed. Season tickets cancelled after the tickets have been printed will be subject to a cancellation fee. **Season tickets cannot be cancelled or refunded after the first performance of the first show in the subscription has begun.**

3. Tickets and Subscriptions are personal licenses revocable at the sole discretion of FAMOUS ARTISTS, LTD (subject to any applicable law to the contrary), 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 FAMOUS ARTISTS, LTD in its sole discretion. Upon such revocation, FAMOUS ARTISTS, LTD 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 FAMOUS ARTISTS, LTD in its sole discretion.

4. Should FAMOUS ARTISTS, LTD or the show’s producer (“Producer”) or presenter (“Presenter”) or performance venue (“Theater”) cancel, without replacing, any scheduled event that FAMOUS ARTISTS, LTD 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 FAMOUS ARTISTS, LTD sole discretion as provided above.

5. **If scheduling conflicts arise during the season, you can switch your tickets for select shows to another performance of the same show, so long as tickets are available. Exchanges must be made before the day printed on the ticket. Exchanges can be made by mail or in person at the Broadway in Syracuse Office. There is also a drop box at our office if you cannot visit us during business hours. No refunds will be issued in the case of exchanges to a lower priced location or performance than your usual Subscription seats. Please note: We are not able to accept ticket exchanges for missed performances. Individual shows reserve the right to limit their exchange policy. Ticket exchanges will not be accepted the night of shows at the Landmark Theatre box office.**

6. In the case of lost or stolen Tickets, FAMOUS ARTISTS, LTD will issue you a seating location pass for the same performance day and seats having been lost or stolen. The location pass 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.

7. Renewal privilege is extended at the option of FAMOUS ARTISTS, LTD and is subject to revocation at any time. Although FAMOUS ARTISTS, LTD anticipates that Subscribers will have the opportunity to renew their Subscriptions in the subsequent season, FAMOUS ARTISTS, LTD, 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.

8. Subject to applicable law and rules of the Theater, smoking, talking on cell phones during the performance and disorderly conduct in the Theater and any recording or photographing of the performance is strictly prohibited. Weapons, illegal drugs and other contraband are not permitted inside the Theater premises. Violators of this provision may be required to leave the Theater 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, Presenter’s and Theater’s late seating rules, and seating may be delayed and is at the discretion of management. No refunds for late arrivals.

9. Some shows may contain profanity and/or explicit content intended for mature audiences. While FAMOUS ARTISTS, LTD and the show Producer or Presenter may issue a disclaimer, Subscribers are responsible for determining whether show content is appropriate for them and their guests (by reading reviews, summaries, etc.).

10. For certain shows, the Producer or Presenter may open up seating in the Orchestra Pit. Although we make good faith attempts to notify Subscribers 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. On some occasions, the seats are used at the Producers discretion.

11. While FAMOUS ARTISTS, LTD, the Theater and each show’s Producer and Presenter 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 theater, fire alarms, or similar force majeure events not within their reasonable control.

12. Allocation of seats for all Subscription types are made from, and are subject to, available seat locations as determined by FAMOUS ARTISTS, LTD, 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.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 FAMOUS ARTISTS, LTD, the Theater, the show Presenter, 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 FAMOUS ARTISTS, LTD retracting its Subscription offer and loss of any future Subscriber benefits. You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to your Tickets. Without limiting the foregoing, you will not contact FAMOUS ARTISTS, LTD or the Theater to seek a refund or exchange when that is prohibited hereunder or by the rules or policies of the Theater, show, Presenter or

Producer, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase Tickets. Should you do so, your Tickets may be canceled, and FAMOUS ARTISTS, LTD may, in its sole discretion, refuse to honor pending and future Ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit future Ticket purchases by any person who accesses or uses any associated online account or credit card (including any person whose name is listed thereon) or who otherwise breaches this provision. Returned or dishonored checks may be subject to a handling charge.

14. **If you are making payments on your subscription invoice, all accounts must be paid in full 30 days before the first performance of the first show. If you are making multiple payments as part of a Subscriber group, the account holder must collect all payments and submit to our office. We will be unable to take multiple calls from multiple subscribers for one account.**

15. FAMOUS ARTISTS, LTD, the Presenter or the Theater 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 FAMOUS ARTISTS, LTD 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 info@famousartistsbroadway.com

Fee Disclosures

16. The total cost of your Subscription on the renewal Invoice or 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. Handling fees, service charges, any applicable taxes, may not be broken out on the Tickets, which means the prices on the Tickets may not add up to the total paid on your Invoice.

Upgrading your Season Tickets

17. **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 are considered only for accounts paid in full. Upgrades are possible only when seats become available through cancellations, and are processed following the final renewal deadline printed on your Invoice.**

18. 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. 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.

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. Children under the age of six are encouraged to attend only special children's theater events. Everyone entering the Theater 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. All sales final, no refunds.

21. Accessible Seating Tickets: FAMOUS ARTISTS, LTD strives to make it easy to purchase accessible seating Tickets for all productions. To purchase, 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.

22. 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.