



**DONOR &  
TICKET POLICIES**  
UPDATED AUGUST 2024

**Funding scholarships, programs and facilities in support of championship athletics.**

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## 12TH MAN FOUNDATION DONOR POLICIES

For inquiries regarding 12th Man Foundation donor policies, please call 888-992-4443 or email [customersupport@12thmanfoundation.com](mailto:customersupport@12thmanfoundation.com)

These policies will be reviewed periodically and updated as needed and will be available on the 12th Man Foundation website. These policies apply to all 12th Man Foundation donors and ticket buyers, unless otherwise expressly stated in a separate written agreement.

### PRIORITY POINT POLICIES

The Aggie Access Priority Point Program (“Priority Point Program”), consistent with the mission of the 12th Man Foundation (“Foundation”), provides a fair, transparent and verifiable method for determining donor priority and guiding the distribution of benefits to donors. The Priority Point Program recognizes our donors’ commitment to Aggie Athletics and the mission of the Foundation by honoring and rewarding their generous financial support and passion for Texas A&M while ensuring equitable access to benefits for all faithful supporters. Donors receive priority points for charitable giving (including annual donations associated with priority season tickets), being a season ticket holder, service and loyalty. The Priority Point Program will allow 12th Man Foundation individual donors to acquire priority points over the life of the donor.

#### ***Adoption and Implementation***

The Priority Point Program Policy was adopted by the 12th Man Foundation Board of Trustees (“Board”) on October 20, 2021, to be effective on October 20, 2021. Unless specifically stated herein, this policy supersedes and replaces any previously adopted Priority Point Program Policy.

#### ***Eligibility***

To earn and retain priority points, a donor’s account must be active by maintaining their membership on an annual basis.

#### ***Expiration***

- For individual donors, priority points are accrued in the personal account of the individual donor for their lifetime.
- For any non-individual donor, such as an organization, business, corporation, foundation or donor-owned entity such as a Limited Liability Company or Limited Liability Partnership, priority points expire 10 years after the date earned. The expiration of priority points which originated prior to January 15, 2015, held by a non-individual donor, however, are governed by the policy in effect prior to the amended policy that became effective on January 15, 2015, which did not define an end date for priority points held in non-individual donor accounts.

#### ***Ranking***

Seating and parking for all ticketed sports is based on your priority point ranking. Ranking determines future ticket allocation and seating priority for all ticketed sports as well as parking assignments when applicable. All account holders shall have access to their account online in their Account Manager area located after logging in on [www.12thmanfoundation.com](http://www.12thmanfoundation.com).

#### ***Transfers***

To ensure fairness, transparency and equitable treatment of all donors, Foundation priority points are not transferable. Unless expressly permitted under the terms of this policy, priority points may not be sold, transferred or reassigned under any circumstances.

### **Marriage/Divorce**

- If two individuals (while legally married) have accounts in their individual capacities under different names, priority points accumulated by either spouse may be combined in one single joint account. The new joint account shall be recalculated to reflect the overall point total of the previously held individual accounts. This rule shall only apply to married spouses and shall not include couples who are engaged or couples who live at the same residence.
- In the event of a divorce, the Foundation shall adhere to the specific order or instructions set forth in the marital settlement agreement or divorce decree and shall allocate priority points, season tickets and parking accordingly. If the allocation of season tickets and parking is not specifically addressed in a divorce decree, all season tickets and parking amassed during marriage shall be divided as stated in the written agreement between both parties. Absent a marital settlement agreement or other written agreement between the parties, a determination on the allocation of the priority points between the spouses will be made by the Foundation at its sole discretion.

### **Adding associated parties to individual accounts**

An individual account that meets or exceeds \$35M in lifetime philanthropic giving to the 12th Man Foundation will be permitted to make a one-time\* addition of associated parties to the individual account. Such additional associated parties may only be first generation, lineal descendants of the donor and their spouse. The associated parties have full benefit of the individual account's priority points and are subject to the Priority Point Program's individual account expiration policy. Administrative details for this benefit will be provided by 12th Man Foundation to a qualifying individual account.

*\*Subsequent requests to add additional first generation, lineal descendants must be approved by the Foundation at its sole discretion.*

### **Gifts made to benefit or credit another entity**

- Prior to or at the time an eligible gift is made, a donor may request that the priority points earned from said gift be credited to another individual donor except when such priority points were related to a required seat contribution. Once credited to another individual, these priority points cannot be transferred further to any other individual or entity except under the other express provisions of the Priority Point Program.
- Priority points awarded based on a required seat contribution must remain associated with the primary ticket holder reflected in the Foundation's records.
- Subject to approval of the Foundation, a donor making a planned gift may designate a recipient of the associated priority points which will be awarded upon the gift being valued and received by the Foundation. The donor making the planned gift may change the designated recipient prior to the priority points being awarded subject to the approval of the Foundation. It is the responsibility of the donor to complete the planned gift priority point recipient designation form and failure to do so may result in the forfeiture of any points associated with the planned gift.

### **Non-Renewal/Dissolution of Business**

- If a non-individual donor dissolves or ceases to do business, the entity shall direct the Foundation in writing, after the entity has complied with the appropriate statutory requirements for winding up its affairs, how the priority points shall be allocated. Such allocation shall only be made to another donor and such priority points shall be subject to the same expiration provisions that the priority points were subject to at origination.
- If the entity fails to direct the Foundation on the allocation of priority points within sixty (60) days of concluding its operations, the priority points may expire and become non-transferable.

- In the event an entity dissolves or ceases to do business and the entity has failed to direct how to re-allocate its priority points, the Foundation may, on its own initiative determine whether individuals have been instrumental in the entity's support of Texas A&M Athletics and allow a re-allocation of some or all the entity's priority points as determined fair and equitable by the Foundation. In such case, impacted priority points shall be subject to the same expiration provisions that the points were subject to at origination.

## **PRIORITY POINTS DISCLAIMERS**

Decisions of the Foundation are final. All decisions with the respect to formally submitted reviews, challenges or appeals are final.

### ***Errors/Miscalculations***

Errors in calculation of priority points will be promptly reviewed and corrected when brought to the attention of the Foundation.

### ***Not Liable for Losses or Damages***

Under no circumstances shall the University, the Texas A&M Athletics Department, the Foundation, any of their affiliated organizations or any of their officers, directors, agents, employees or consultants be held liable for any loss or damage resulting from errors, whether intentional or negligent, including miscalculation or omissions, failure to correct errors or the award or failure to award priority points or benefits in accordance with the Priority Point Program.

### ***Subject to Change without Notice***

Priority Point Program policies and procedures are subject to change without notice to donors. Regardless of actual or constructive notice to donors, all changes shall have immediate effect.

### ***Loss of Accounts/NCAA Violations***

Any donor or account holder who is found to be in violation of NCAA, affiliated conference or Texas A&M University rules or regulations is potentially subject to loss, suspension, denial or non-renewal of priority points. Donors disassociated from Texas A&M University because of action taken and upheld by the NCAA or the affiliated conference are not eligible to receive priority points during the period of their disassociation.

## **BENEFITS OF PRIORITY POINTS**

### ***Requests and Assignment of Home, Away and Postseason Tickets***

The Foundation uses priority point ranking in the requests and allocation of home, away and postseason game tickets for all sports. Active donors and current season ticket holders of the Foundation have the opportunity to request tickets for these events based on availability and their priority ranking. Requests must be received by the specific order deadline for priority point consideration. Fill together requests will be allocated according to the lowest priority rank of the group.

### ***Invitations to Special Events and other Benefits***

The Foundation may use priority ranking when extending invitations to special events or offering any other benefits, as deemed appropriate by the Foundation's Board.

### ***Requests for Parking at Football, Basketball and Baseball***

The Foundation uses priority ranking when considering requests for parking for home football, basketball, baseball games and other events as applicable.

## **ALLOCATION OF PRIORITY POINTS**

### ***Total Charitable Giving***

- The donor will receive 4 points for every \$100 contributed.
- Total charitable giving includes Annual Fund contributions, annual seat contributions, endowments, major gifts and other charitable gifts to the 12th Man Foundation.

### ***Consecutive Giving***

- The donor will receive 25 points per year for each year of consecutive giving.
- Points Priority points are awarded for each year of consecutive giving. Priority points are forfeited in the year consecutive giving ceases.

### ***Bonus Priority Points for Philanthropic Giving***

Required seat contributions as well as sport or program-specific gifts (booster clubs, support groups, spirit groups, etc.) do not qualify for bonus priority points.

#### ***Diamond Champions Council (\$1,000,000+) and Champions Council (\$50,000-\$999,999)***

- Diamond Champions Council and Champions Council donors will receive 25 points annually during their membership term.
- Points began accumulating in 2024.
- Donors were awarded 15 points annually for Diamond Champions Council and Champions Council membership from Jan. 15, 2015 - Dec. 31, 2023.

#### ***All-American (\$10,000-\$49,999)***

- Active All-American donors will receive 20 points annually during their membership term.
- Points began accumulating in 2024.

#### ***MVP Gold (\$2,500-\$9,999)***

- Active MVP Gold donors will receive 15 points annually.
- Points began accumulating in 2024.
- Donors were awarded 10 points annually for commitments made from Jan. 1, 2019 - Dec. 31, 2023.

#### ***MVP (\$750-\$2,499)***

- Active MVP donors will receive 10 points annually.
- Points began accumulating in 2019.

#### ***12th Man (\$150-\$749)***

- Active donors will receive 5 points annually for philanthropic giving at the 12th Man level.
- Points began accumulating in 2024.

### ***Gifts in Kind***

- The donor will receive 4 points for every \$100 contributed.
- Goods or services gifted and fair market value of the gift are approved according to the terms of the Gift Acceptance Policy prior to point award.

### ***Priority Season Tickets***

- The season ticket holder, if an active donor, will be awarded 10 priority points per priority season ticket
- Priority season tickets includes seats with an annual contribution and faculty, staff and Lettermen season ticket purchases. Faculty, staff and Lettermen season ticket holders must be active members of the Foundation to earn priority points

### **Non-Priority Season Ticket**

- The season ticket holder, if an active donor, will be awarded 5 points per season ticket.
- Priority points began accumulating with the 2015-16 season.

### **Lettermen Letter Bonus**

Lettermen will be awarded 200 priority points, one-time, to any active Lettermen's Association member who lettered while at Texas A&M based on Texas A&M Lettermen's Association records.

### **E-Check (ACH) Bonus**

Donors who make contributions and payments by e-check earn 3% bonus priority points (excludes any ticket payments).

### **Membership Referral**

Donors are awarded 10 priority points each time a new membership is established via a membership referral. For more information visit, [www.12thmanfoundation.com/refer](http://www.12thmanfoundation.com/refer)

### **Planned Giving**

- The donor will receive 4 priority points for every \$100 contributed.
- *Priority points may be awarded at the time of gifting under the following guidelines:*
  - o The gift must be irrevocable; the terms of the gift may not be amended without consent of the beneficiary (12TH MAN FOUNDATION).
  - o Priority points will be awarded based on the net present value of the portion of the corpus of the gift held in cash or cash equivalents, using the IRS calculation of NPV. From time to time as additional portions of the corpus are liquidated, additional priority points may be awarded, again using the IRS calculation of NPV.

## **KYLE FIELD SEATING OPTION LINEAL TRANSFER POLICY (FOOTBALL)**

A football season ticket holder whose seats include a contractual lineal transfer option may authorize the Foundation to transfer the seat options listed on their Lineal Transfer Agreement. The transferor must confirm that the transferee is a lineal descendant and qualifies for the transfer option granted in the Kyle Field Seating Option Commitment. The transferor understands that upon the execution of the agreement they will forever relinquish all rights to the seats listed on the transfer record. The transferor also understands that only the right to the seating option(s) is transferred and any related priority points, credits, or parking are not transferred. The transferee understands that upon signing the lineal transfer agreement they must pay the annual contributions and season ticket costs established by the Foundation to maintain and use the transferred seats during the entire seating term. Failure to make payment of any annual contribution or season ticket cost will result in forfeiture of the remaining years of the term of the seating option. The transferee understands that they must pay for any parking privileges that are obtained and that those parking privileges will be assigned based on the transferee's priority points, independent of this agreement. The Foundation retains the right to increase the annual contribution and/or season ticket cost required to retain the seats referenced herein. The term of the seating option does not extend beyond the term originally granted to the transferor(s).

Please note that only a limited number of Kyle Field season tickets are transferable pursuant to an express written agreement. All lineal transfer requests are due on December 1 of each year for the upcoming football season.

**NOTE:** ADA seats are not transferable unless a lineal descendant also meets the criteria for ADA accommodations.

## **END OF LIFE**

In the event of a death of a donor, where all associated parties listed on the account have passed, the account will change to a deceased status. Tickets, parking and priority points will no longer be active on the account.

## **ESTABLISHMENT OF NEW ACCOUNTS**

Upon establishment of a new individual account, a donor may include their spouse as an associated party. No other persons are eligible to be included on the account as an associated person. Only a current spouse may be added as an associated party to an existing individual account.

## **MERGING ACCOUNTS**

*The Foundation, in its sole discretion, will merge accounts under the following circumstances:*

- Verifiable demographic information that confirms the accounts should be merged.
- If two individuals (while legally married) have accounts in their individual capacities under different names, priority points accumulated by either spouse may be combined in one single joint account. The new joint account shall be recalculated to reflect the overall point total of the previously held individual accounts. This rule shall only apply to married spouses and shall not include couples who are engaged or couples who live at the same residence.

## **PRIVACY POLICY (DONOR INFORMATION)**

The 12th Man Foundation believes in protecting donor privacy and will not share Personal Information with third parties outside of the 12th Man Foundation, except as described in this Privacy Policy. We believe that we can enhance donor's experience with our organization based upon the information shared with us. We use Personal Information about donors to improve our advertising and marketing efforts, improve our content and product offerings, and personalize donor interaction and experiences. We also may use donor Personal Information, such as email address or mailing address, to contact donors regarding products and/or services that may be of interest.

The 12th Man Foundation also may disclose aggregated user statistics in order to describe our services to potential advertisers, partners, other third parties, our affiliate companies, and for other lawful purposes. Donors will at all times be able to opt out from receiving non-transactional email communications from the 12th Man Foundation by updating their email preferences via the link located at the bottom of email communications from 12th Man Foundation.

The 12th Man Foundation has today, and will in the future, have arrangements with third-party service providers, such as credit card processors, shipping companies, and fulfillment services. When a donor signs up for a service offered by the 12th Man Foundation, we may be required to share Personal Information with that service provider in order to provide the service. These third-party providers are not permitted to retain or use Personal Information for any purpose unrelated to providing the service.

The 12th Man Foundation reserves the right to disclose Personal Information when needed to comply with the law or a legal process, cooperate with investigations of purported unlawful activities, to identify persons violating the law, or in connection with the sale of part or all of the 12th Man Foundation.

## **PRIVACY POLICY (WEBSITE)**

For a complete privacy policy as it relates to the 12th Man Foundation official website, please visit [www.12thmanfoundation.com/privacy-policy/index.html](http://www.12thmanfoundation.com/privacy-policy/index.html).



## **GIFT ACCEPTANCE POLICIES**

The 12th Man Foundation solicits current and deferred gifts from individuals, corporations, foundations, and other entities. The 12th Man Foundation will accept unrestricted gifts and restricted gifts for specific programs and purposes, provided that such gifts are consistent with its stated mission. Final decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the 12th Man Foundation President on behalf of the Board of Trustees. Certain types of gifts are subject to review by the Gift Acceptance Committee prior to acceptance due to special liabilities they may pose on the 12th Man Foundation.

Each prospective donor is recommended to seek the advice of independent legal counsel in the gift planning process. The 12th Man Foundation shall not provide legal, accounting, tax or other advice to prospective donors.

The 12th Man Foundation staff will adhere to strict confidentiality regarding any information, records and personal documents pertaining to donor and gifts. Gift records will only be released when authorized by the donor or as required by law. The Foundation shall respect the wishes of donors requesting to support the 12th Man Foundation anonymously.

### ***Gifts generally accepted without committee review include:***

- Cash
- Marketable securities
- Corporate matching gifts
- Charitable remainder trusts
- Charitable lead trusts.

### ***Gifts accepted subject to committee review (at the discretion of the Foundation President):***

- Tangible or intangible personal property (gifts-in-kind)\*
- Charitable gift annuities
- Life insurance (12th Man Foundation as owner)
- Real property
- All other

*\*Donors wishing to arrange private air travel for University Athletic purposes and receive gift-in-kind credit from the 12th Man Foundation must conduct the private air travel pursuant to 14 C.F.R. Part 135 ("Part 135"). The donor must provide the appropriate documentation, including its Part 135 certificate, to the 12th Man Foundation confirming adherence to the rule and verification of appropriate insurance and compliance with Part 135 prior to any travel being arranged. Gift-in-kind will not be given for private air travel classified by or conducted under 14 C.F. R. Part 91.*

### ***Deferred commitments include:***

- Charitable bequests
- Retirement plan assets (foundation as beneficiary)
- Life insurance (foundation as beneficiary)

## **ADDITIONAL GIFT ACCEPTANCE INFORMATION**

For the complete gift acceptance policy, please visit [\*\*12th Man Foundation Gift Acceptance Policies & Guidelines.\*\*](#)

## **MEMBERSHIP POLICIES**

For a complete list of membership benefits, visit [www.12thmanfoundation.com/membership-giving](http://www.12thmanfoundation.com/membership-giving).

### ***Associates Membership***

A donor that makes a \$25 contribution or more is entitled to the benefits published for Associate members for the calendar year (Jan 1 - Dec 31) that the gift is made for (includes seat contributions and philanthropic gifts).

### ***Young Alumni Membership***

The Young Alumni program is available to any Texas A&M former student who has graduated within the past 12 years. For a \$50 philanthropic contribution, Young Alumni members are entitled to the benefits published for members at the Young Alumni level and below for the calendar year (Jan 1 - Dec 31) that the gift is made for.

### ***12th Man Membership***

A donor that makes a \$150 contribution or more is entitled to the benefits published for members at the 12th Man level and below for the calendar year (Jan 1 - Dec 31) that the gift is made for (includes seat contributions and philanthropic gifts).

### ***MVP Membership***

A donor that makes a \$750 philanthropic contribution or more is entitled to the benefits published for members at the MVP level and below for the calendar year (Jan 1 - Dec 31) that the gift is made for.

### ***MVP Gold Membership***

A donor that makes a \$2,500 philanthropic contribution or more is entitled to the benefits published for members at the MVP Gold level and below for the calendar year (Jan 1 - Dec 31) that the gift is made for.

### ***All-American Membership***

A donor that makes a \$10,000 philanthropic contribution or more is entitled to the benefits published for members at the All-American level and below for the remainder of the calendar year (Jan 1 - Dec 31) that the gift is made for as well as the following calendar year.

### ***Champions Council Membership***

A donor that commits a \$50,000 philanthropic contribution or more (payable over a five-year period) is entitled to the benefits published for members at the Champions Council level and below for a term of five years.

### ***Diamond Champions Council Membership***

A donor that commits a \$1,000,000 philanthropic contribution or more is entitled to the benefits published for members at the Diamond Champions Council level and below. Diamond Champions Council is a lifetime membership. Non-individual accounts do not qualify for Diamond Champions Council membership.

### ***Student Membership***

The Student Membership level is available to any current Texas A&M student and provides unique membership benefits and opportunities for a contribution of \$25 annually. The Student Membership year runs from June 1 - May 31.

### ***Eppright Distinguished Donors***

A donor that achieves a minimum of \$100,000 in lifetime giving, including transactional and/or philanthropic contributions, is entitled to the benefits published for Eppright Distinguished Donors. The 12th Man Foundation reserves the right to restrict benefits.

## **DONOR NAME PUBLICATION POLICY**

On occasion, the 12th Man Foundation will publish a list of donors based on criteria such as giving level, membership level or contributions toward a certain project. Donors may elect to be listed as Anonymous by contacting the 12th Man Foundation.

## **12TH MAN MAGAZINE MAILING POLICY**

Active members at the 12th Man Membership level or higher will receive a subscription to 12th Man Magazine.

## 12TH MAN FOUNDATION TICKET POLICIES

For inquiries regarding 12th Man Foundation ticket policies, please call 888-992-4443 or email [tickets@12thmanfoundation.com](mailto:tickets@12thmanfoundation.com)

### KYLE FIELD SEATING TERMS

All seats in Kyle Field are renewable on an annual basis until the following years based on the original terms established during the Redevelopment of Kyle Field:

**NOTE:** Due to capacity restrictions at Kyle Field during the 2020 season, the 2020 season will not count toward the seating terms. Areas previously set to expire in 2024 now run through 2025 and areas set to expire in 2029 now run through 2030. The seating terms listed below reflect this adjustment.

#### Year 2025

North Lower Armchair (115-118), North Upper Armchair (314-327), Northeast Upper Bench (329), North Upper Bench (409-419), Prime East Benchback (125-126), Southeast Upper Bench (339-340), South Lower Bench (133), South Mid Bench (239-245), South Upper Bench (342-350), West Endzone Armchair (301-302, 311-313), West Bench (401-402, 407-408), Prime West Bench (403-406), Faculty & Staff Seating (114, 127, 134, 246, 350-351), Lettermen Seating (118-119, 328-329, 420-421)

#### Year 2030

West Field Box (FB1-FB5, FB9-FB13), Prime West Field Box (FB6-FB8), West Club (AC1-AC3, AC10-AC12), Prime West Club (AC4, AC9), West Legacy Club (LC5, LC8), Prime West Legacy Club (LC6-LC7), West Armchair (303-304, 309-310, 403-406 in Rows 1-6), Prime West Armchair (305-308), Zone Club (ZC1-ZC16)

NOTE: Expired seating terms will automatically renew annually on Feb. 1 on a one-season basis unless the 12th Man Foundation provides written notice of new seating terms and any requirements prior to the annual automatic renewal occurring on Feb. 1.

### FOOTBALL PARKING POLICIES

Parking passes can be purchased through the Foundation based on availability and the number of season tickets held by the donor:

<b>Number of Tickets</b>	1-5	6-9	10-13	14-17	18-21	22-25	26+
<b>Number of Passes</b>	1	2	3	4	5	6	7

**NOTE:** RV permits count toward the total passes allotted. Non-contract parking, including ADA parking, is limited to one Lot A pass per account and two passes between all priority lots (B, C, D, J). All remaining lots are only restricted by season ticket quantity.

**NOTE:** While the 2023 season marked the beginning of a new three-year parking term, the 12th Man Foundation reserves the right to halt or adjust the three-year term if necessary due to any unforeseen circumstances that would significantly impede the gameday operations of any parking lot managed by the 12th Man Foundation.

### NON-FOOTBALL PARKING POLICIES

- Men's Basketball parking is available in Lot 100 A-C, E-F. Preferred parking in Lot 100 G is limited to one (1) parking permit per account and is available only for top 100 ranked donors or floor seat holders. Preferred parking will be assigned each year based on priority points as of the established renewal deadline.
- Baseball parking is assigned in Blue Bell Lot or Reed Arena each year based upon priority points as of the established renewal deadline. Blue Bell Lot parking is limited to one (1) parking permit per account.

## TICKET POLICIES

- The 12th Man Foundation reserves the right to adjust seat blocks to preserve the integrity of available seat inventory.
- All Venues: Everyone, regardless of age, must have a ticket for entry to reserved seating areas. This includes infants and children.
- Children under two (2) are permitted free of charge in general admission seating at regular season Texas A&M athletic events where GA seating is offered.
- This policy applies to events held at Texas A&M University campus only and excludes any postseason or non-athletic events.
- Seating limits may apply for some areas of Texas A&M athletic venues. Seating limits are reviewed annually and may be subject to change.
  - For Kyle Field, each donor account is limited to no more than 8 prime west legacy club and/or west legacy club seats season tickets, and no more than 12 seats season tickets in any other individual area. Additional limits may be imposed annually based on available inventory.
  - For Reed Arena, each donor account is limited to no more than 4 men's basketball floor seat season tickets.
  - For Blue Bell Park, each donor account is limited to acquiring no more than 4 season tickets.
- Faculty/Staff season tickets are limited to 4 per account. Faculty/staff must remain employed at Texas A&M and are verified annually in order to receive the season tickets with no donation requirement in faculty/staff designated sections.
  - Faculty/Staff wishing to move to a different location outside faculty/staff seating areas will receive up to \$200 per seat allowance toward annual donation.
- Young Alumni seats at Kyle Field are limited to 6 per account.
  - Young Alumni are identified as graduating in the past 12 years from Texas A&M University.
  - After 12 years post graduation, Young Alumni season ticket holders have the option to renew their Young Alumni seating location(s) at the full cost or relocate to another area of the stadium based on availability.
- Purchasers of Lettermen tickets must maintain an active membership to both Lettermen's Association and the 12th Man Foundation. The membership replaces the annual seat contribution to the 12th Man Foundation which is required for all other seating areas in Kyle Field. Each lettermen account is limited to no more than 4 seats in the designated lettermen sections.
  - Lettermen wishing to move to a different location outside lettermen seating areas will receive up to \$200 per seat allowance toward annual donation.
- Purchasers may qualify for one or more season ticket category (Faculty/Staff, Young Alumni and/or Lettermen).

## REFUNDS

- Event date and times are subject to change. There are no refunds or credits.
- Texas A&M University reserves the right to change the date, opponent and start time of any event.
- These changes will not entitle the ticket holder to a refund. All changes will be communicated through local media and [12thman.com](http://12thman.com)
- Tickets purchased on the secondary market are not refundable or changeable through the 12th Man Foundation Ticket Center with the exception of ADA exchanges (see ADA information on page 13). If you have purchased a ticket to a Texas A&M event via the secondary market, please refer to the secondary provider's ticket policies. **Texas A&M does not set policies or control inventory for any secondary marketplace and therefore cannot issue refunds or changes on their behalf.**
- Donations, including contributions associated with ticket purchases, are not refundable. In the event a ticket buyer pays a contribution associated with their ticket renewal and later selects a seating option that requires a lower donation amount, the excess funds from the overpayment will be reallocated as an Annual

Fund donation. This maintains the integrity of the Priority Point system and provides the donor with an additional benefit of that excess contribution receiving a tax receipt.

## TICKET RESALE

This policy applies to all current and future 12th Man Foundation accounts, regardless of donor status. The 12th Man Foundation reserves the right to monitor ticket sales, transfers and use. The 12th Man Foundation allows season ticket holders and fans to resell or transfer individual game tickets to other fans, including on the current Official Fan to Fan Ticket Marketplace of Texas A&M Athletics, if they are unable to attend an event. **However, the 12th Man Foundation reserves the right, in its sole discretion and without notice, to cancel and refund subject to retention of processing fees, at any time, any ticket renewal opportunity or ticket order from any account that exhibits or has exhibited activity consistent with that of purchasing tickets with the primary intent of resale for profit.** The 12th Man Foundation also reserves the right, in its sole discretion and without notice, to prohibit, prevent or otherwise restrict access to donor ticket presales or postseason purchases for accounts that have been identified as exhibiting activity consistent with that of purchasing tickets with the primary intent of resale for profit. The 12th Man Foundation reserves the right, in its sole discretion, to withhold or alter Aggie Access Priority Point Program points, priority ranking or other benefits for any account that it deems is exhibiting or has exhibited activity consistent with that of purchasing tickets with the primary intent of resale for profit. **IF THE 12TH MAN FOUNDATION CANCELS A TICKET PURCHASE OR OTHERWISE RESTRICTS AN ACCOUNT UNDER THIS POLICY, THE 12TH MAN FOUNDATION WILL NOT REFUND DONATIONS MADE TO ACCESS OR IMPROVE STANDING FOR DONOR TICKET-RELATED BENEFITS, INCLUDING BUT NOT LIMITED TO DONOR PRESALES. THE 12TH MAN FOUNDATION IS NOT RESPONSIBLE FOR ANY RESALE, OR ATTEMPTED RESALE OF TICKETS, INCLUDING BUT NOT LIMITED TO FEES, PENALTIES OR ASSOCIATED CHARGES IMPOSED BY SECONDARY MARKET SITES, INCLUDING THE OFFICIAL FAN TO FAN TICKET MARKETPLACE OF TEXAS A&M ATHLETICS. ANY PURCHASE OF TICKETS THROUGH THE 12TH MAN FOUNDATION AND RESALE, OR ATTEMPTED RESALE, OF THOSE TICKETS IS DONE AT THE PURCHASER'S OWN RISK.**

## STUDENT SPORTS PASS RESALE

Resale of student tickets/sports options for profit is prohibited. Students sports options are heavily subsidized by season ticket holders. Former Students and Aggie fans have long been committed to maintaining the quality and size of the student allotment at Kyle Field. In return, Texas A&M students, the 12th Man, are expected to honor this commitment by not reselling for profit their student tickets. These tickets home and away, are for student use only. Texas A&M students are prohibited from reselling their sports options/student tickets (home or road) for profit. Students found to be in violation of this policy will be penalized. Penalties include the cancellation of sports options, cancellation of tickets already pulled, and the loss of sports option privileges for the duration of their Texas A&M career.

## LOST OR STOLEN TICKETS

### ***Lost or Stolen Tickets***

- A lost or stolen ticket, or those left at home, may be reprinted or converted to a digital ticket. Only the ticket holder of record may request a reprinted ticket; although the reprinted ticket(s) may be left in another name. Information on the account must be verified by the ticket holder of record before the reprint can be issued. Once a ticket is reprinted or converted, the original bar code will be void.
- There is no charge for a digital conversion; however, a reprint fee may apply to a printed ticket.

### ***Lost or Stolen Parking Pass***

- Parking passes that are lost or left at home, or have been lost in the mail due to secondary party mailing and are located in general admission lots (lots that do not have a specified allotted space) are not eligible for reprint.
- Parking passes that have been stolen can be replaced if a police report is submitted.
- Parking passes that have been mailed firsthand from the 12th Man Foundation or a 12th Man Foundation contracted printing company and have been lost in the mail can be replaced.

- Parking passes that have designated assigned spaces (i.e., Lot A, Lot E-Reserved, Lot G-Reserved, Lot R, Olsen RV Park and Lot 126) can be replaced.

## **ADA SEATING**

- The 12th Man Foundation is committed in accommodating the needs of individuals with disabilities, as defined by the Americans with Disabilities Act and its corresponding regulations for accessible seating in Texas A&M athletic venues.
- The Americans with Disabilities Act defines accessible seating as “spaces specifically designed for wheelchairs and include features such as an accessible approach, location at grade, clear floor space, and larger dimensions.”
- People with mobility disabilities who require accessible seating because of their disability are permitted to purchase or exchange tickets for accessible seats. This group includes:
  1. *People who use wheelchairs, those who use other mobility devices, and people who cannot climb steps or walk long distances because of significant arthritis or severe respiratory, circulatory, or cardiac conditions.*
  2. *Individuals who, because of their disability, cannot sit in a straight-back chair.*
  3. *Individuals whose service dogs cannot fit under a non-accessible seat or lie safely in the aisle are also permitted to purchase accessible seats.*
- People with disabilities who do not require the specific features of accessible seating but merely have a preference for them are not entitled to purchase accessible seats.

### ***Exchanges, and Seats Reserved Exclusively for Individuals with Disabilities***

If wheelchair accessible or special accommodation seating is needed, whether a ticket is purchased from the ticket office or otherwise acquired, a person is encouraged to contact the 12th Man Foundation Ticket Office at (888) 992-4443 to arrange for the exchange of tickets in advance of the game. Exchanges may also be processed on game day at a box office window prior to the start of the event. Tickets are subject to availability and limits may apply.

Likewise, a person who has ticket(s) in wheelchair accessible seating who does not need such seating must exchange their tickets by calling the 12th Man Foundation Ticket Office at (888) 992-4443 or exchange at a box office window on the day of the game.

### ***A ticket must have an active barcode including section, row and seat location in order to be considered for exchange.***

Seats are reserved exclusively for individuals with disabilities, or individuals who use a mobility device or service animal. If you do not have a disability, use a mobility device or have a service animal, you may be asked to move. No season or individual game tickets for accessible or companion locations will be sold or exchanged to guests without disabilities (other than non-disabled companions).

## **POSTPONED/CANCELED EVENT**

### ***Baseball Postponed/Rescheduled Game***

If a game is postponed/rescheduled prior to gates opening or between the time gates open and the end of the fifth inning, the ticket from the original game can be used for admittance to the postponed/rescheduled event. There are no refunds or exchanges for rescheduled events.

**NOTE:** A game is considered complete after five innings of play, and no rain out tickets would be issued.

### ***Baseball Canceled Game***

If you purchased a single game ticket from the 12th Man Foundation and that game is canceled and not rescheduled, the original ticket may be exchanged for a ticket to a future regular season baseball home game, subject to availability. Seat contributions will be added to single game ticket purchases when

applicable. If a game is canceled with no regular season home games remaining in that season, a refund will be issued for single game purchasers, which includes the single game seat contribution. Refunds will be issued to the credit card on file or a check will be mailed to the address on file. There are no refunds for season ticket holders.

Exchanges can be made at the box office or by phone. Tickets purchased via the secondary market cannot be exchanged through the 12th Man Foundation (with the exception of ADA needs) or refunded. **Only tickets purchased directly from the 12th Man Foundation are eligible for an exchange consideration.**

### ***Softball Postponed/Rescheduled Game***

If a game is postponed/rescheduled prior to gates opening or between the time gates open and the end of the fourth inning, the ticket from the original game can be used for admittance to the postponed/rescheduled event. There are no refunds or exchanges for rescheduled events.

**NOTE:** A game is considered complete after four innings of play, and no rain out tickets would be issued.

### ***Softball Canceled Game***

If you purchased a single game ticket from the 12th Man Foundation and that game is canceled and not rescheduled, the original ticket may be exchanged for a ticket to a future regular season softball home game, subject to availability. If no regular season home games remain, a refund will be issued for single game ticket purchasers. Refunds will be issued within a week to card on file or mailed to address on file via check. There are no refunds for season ticket holders.

Exchanges can be made at the box office or by phone. Tickets purchased via the secondary market cannot be exchanged through the 12th Man Foundation (with the exception of ADA needs) or refunded. **Only tickets purchased directly from the 12th Man Foundation are eligible for an exchange consideration.**

### ***Outdoor Track & Field Postponed/Rescheduled Meet***

If a meet is postponed/rescheduled prior to gates opening or between the time gates open and when the meet is considered complete, the reserved access credential will allow entrance to the rescheduled meet.

Due to the value of a reserved access credential, refunds will not be issued if a meet is canceled and not rescheduled.

### ***Tennis Postponed/Rescheduled Match***

If a match is postponed/rescheduled prior to gates opening or between the time gates open and when the match is considered complete (when one team reaches a total of 4 points) the stadium club credential will allow entrance to the rescheduled match.

Due to the value of a stadium club credential, refunds will not be issued if a match is canceled and not rescheduled.

### ***Other Sports and Potential Cancellations***

Seat contributions will be added to single game ticket purchases when applicable. If you purchased a single game ticket from the 12th Man Foundation and that game is canceled with no regular season home games remaining in that season, a refund will be issued for single game purchasers, which includes the single game seat contribution. Refunds will be issued to the credit card on file or a check will be mailed to the address on file. There are no refunds for season ticket holders.

Information on exchanges for single game purchases will be communicated to the ticket holder of record. Tickets purchased via the secondary market cannot be exchanged (with the exception of ADA needs) or refunded through the 12th Man Foundation. Only tickets purchased directly from the 12th Man Foundation are eligible for an exchange consideration.

## **DIVORCE**

In the event of a divorce, the 12th Man Foundation shall adhere to the specific order or instructions set forth in the marital settlement agreement or divorce decree and shall allocate priority points, season tickets and parking accordingly. If the allocation of season tickets and parking is not specifically addressed in a divorce decree, all season tickets and parking amassed during marriage shall be divided as stated in the written agreement between both parties. Until written agreement is provided by both parties, the 12th Man Foundation will continue to adhere to the account as originally constituted.

## **END OF LIFE**

When the 12th Man Foundation is notified of the death of a season ticket holder, the tickets, parking and priority points will continue with the surviving account holder of record. If all account holders have passed, the account will be changed to a deceased status and the account's priority points will be suspended permanently. Tickets and parking for all sports held by the account will be canceled and returned to general inventory and will not be eligible to be transferred to any other account including immediate family members except in the case where the Kyle Field Seating Option Lineal Transfer Policy applies.

## **PREMIUM SEATING AREAS**

Policies are in place for all premium seating areas at Texas A&M athletic venues. Season ticket holders with seats in qualifying premium sections are provided with the policies and procedures in advance of each season and are accessible to the season ticket holder year-round.

## **SPECIAL EVENT TICKET POLICY**

Special events hosted at Texas A&M University athletic venues may be subject to third-party policies and regulations as required by a promoter of such events and agreed to by Texas A&M University, which could include but are not limited to variations in ticket pricing, associated fees, available seating options and cancellation processes. As the official ticket provider for Texas A&M Athletics, 12th Man Foundation Ticket Policies will remain enforced where applicable, but for the avoidance of doubt, if there is a conflict, the third-party policy and regulations for a specific special event will supersede 12th Man Foundation Ticket Policies. Special events include, but are not limited to, all non-intercollegiate athletic events (except for University Interscholastic League ("UIL") events), such as concerts, comedy acts and professional sporting events.

## **12TH MAN FOUNDATION MISCELLANEOUS POLICIES**

*For inquiries regarding 12th Man Foundation miscellaneous policies, please call 888-992-4443 or email [customersupport@12thmanfoundation.com](mailto:customersupport@12thmanfoundation.com)*

### ***Event and Travel Refund Policy***

*Event registration fees and travel package deposits are 100 percent refundable until the date published at initial registration. After that date, event registration fees and travel package refunds will be based on the following schedule:*

- Cancellations made prior to 90 days of event and/or travel departure date will receive a refund of 90% of the total cost of the registration fee or the travel package.
- Cancellations made between 90 days and 30 days prior to the event and/or travel departure date will receive a refund of 50% of the total cost of the registration fee or travel package.
- No refund will be issued for cancellations made within 30 days of the event and/or departure.