12TH MAN Foundation

DONOR & TICKET POLICIES

UPDATED SEPTEMBER 2026

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

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. The 12th Man Foundation reserves the right to modify or restrict benefits outlined in these policies at its discretion.

PRIORITY POINT POLICIES

The Aggie Access Priority Point Program ("Priority Point Program"), consistent with the mission of the 12th Man 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 12th Man 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 contributions (including annual contributions 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 Feb. 7, 2025, to be effective on Feb. 7, 2025. Unless specifically stated herein, this policy supersedes and replaces any previously adopted Priority Point Program Policy.

Eligibility

Accounts must have an active annual membership to be eligible for benefits related to priority points.

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 earned on or after Jan. 15, 2015, expire 20 years after the date they are earned, effective Dec. 31 of that year. The expiration of priority points which originated prior to Jan. 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 Jan. 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. Donors can view their priority points and priority point ranking by logging into their account at 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 are legally married or recognized as life partners and have separate accounts under different names, their priority points may be combined into a single joint account. The new joint account will reflect the total applicable combined points from both individual accounts. This policy only applies to legally married couples or those recognized as life partners. It does not apply to engaged couples or individuals who simply share a residence.
- In the event of a divorce or dissolution of a life partnership, the 12th Man Foundation shall follow the specific order or instructions outlined in the marital settlement agreement, divorce decree or equivalent legal agreement. Priority points, season tickets and parking will be allocated accordingly. If the allocation

of season tickets and parking is not specifically addressed in a divorce decree or legal agreement, all season tickets and parking shall be divided as per the written agreement between both parties. Absent a marital settlement agreement, divorce decree or written agreement, the 12th Man Foundation will determine the allocation of priority points between the parties at its sole discretion.

Adding associated parties to individual accounts

An individual account that meets or exceeds $35 million 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 12th Man 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. A donor must execute a "Confirmation of Donor Intent – Regarding Priority Point Adjustment & Membership Benefits" form for the points to be transferred.
- Priority points awarded based on a required football seat contribution must remain associated with the primary ticket holder reflected in the 12th Man Foundation's records.
- Subject to approval of the 12th Man 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 12th Man 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 12th Man 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 operations, the entity must notify the 12th Man Foundation in writing — after complying with all applicable statutory requirements for winding up its affairs — regarding how its priority points should be allocated. Priority points may only be transferred to another donor.
- If the entity fails to direct the 12th Man Foundation on the allocation of priority points within sixty (60) days of concluding its operations, the priority points may expire and become non-transferable.
- If an entity dissolves or ceases to operate and fails to provide direction on the reallocation of its priority points, the 12th Man Foundation may, at its sole discretion, determine whether any individuals played a significant role in the entity's support of Texas A&M Athletics. Based on that determination, the 12th Man Foundation may reallocate some or all of the entity's priority points in a manner it deems fair and equitable.

PRIORITY POINT POLICY FOR TEXAS AGGIES UNITED

As the "Official NIL Partner of Texas A&M Athletics," qualifying paid memberships with Texas Aggies United are eligible to receive priority points under the guidelines outlined below. Members will earn four points for every $100 paid in eligible membership fees.

Adoption and Implementation

The Priority Point Policy for Texas Aggies United was adopted by the 12th Man Foundation Board of Trustees on Nov. 15, 2024. Priority points will not be awarded for payments made prior to the adoption date.

Eligibility

For priority points earned through a qualifying Texas Aggies United membership to be eligible for related benefits, a member's account must be active by maintaining their 12th Man Foundation membership on an annual basis. Texas Aggies United must maintain and share the member's information and eligible

membership payment details with the 12th Man Foundation. The following Texas Aggies United membership types are eligible for priority points:

- One Time and/or Subscription Memberships
- 1922 Apparel and/or Spirit 12 Memberships
- Experience Memberships (Kickoff Camp, Hard Knocks, et al.)
- Other memberships approved by the 12th Man Foundation Board of Trustees.
  - » Sweepstakes, memorabilia and contributions outside of eligible memberships are excluded from eligibility.

Membership Data Reporting and Application Schedule

Payment history from eligible Texas Aggies United memberships will be provided to the 12th Man Foundation by Texas Aggies United's Professional Services Firm. The 12th Man Foundation does not generate, verify or assume responsibility for the accuracy of this data. Eligible membership data will be provided to the 12th Man Foundation on a defined schedule and will be applied to member accounts accordingly. This schedule is established by the 12th Man Foundation and does not allow for points to be awarded in real time but rather in arrears. For reference, the specific dates are available on the Priority Points page of the 12th Man Foundation website.

Lifetime Giving

Please note, payments made to Texas Aggies United do not accrue lifetime giving to the 12th Man Foundation.

PRIORITY POINT POLICY FOR CONTRIBUTIONS TO TEXAS A&M LETTERMEN'S ASSOCIATION

As an Affiliated Support Organization of Texas A&M University, contributions made to Texas A&M Lettermen's Association are eligible to receive priority points under the guidelines outlined below. Donors who make eligible contributions to Texas A&M Lettermen's Association will earn four points for every $100 contributed.

Adoption and Implementation

The Priority Point Policy for contributions to Texas A&M Lettermen's Association was adopted by the 12th Man Foundation Board of Trustees on Feb. 7, 2025. Priority points will not be awarded for contributions made prior to the adoption date.

Eligibility

For priority points for contributions to Texas A&M Lettermen's Association to be eligible for related benefits, a donor's account must be active by maintaining their 12th Man Foundation membership on an annual basis. Texas A&M Lettermen's Association must maintain and share the donor's/member's information and contribution details with the 12th Man Foundation. The following contribution types will be eligible for priority points:

- Membership Dues
- Endowed Lifetime Contributions
- Sponsorships (Burgess Banquet, Gameday and Reunions)
- Other contributions approved by the 12th Man Foundation Board of Trustees.
  - » Single event tickets, raffles and auction items are excluded from eligibility.

Contribution Data Reporting and Application Schedule

Giving history from eligible Texas A&M Lettermen Association contribution types will be provided to the 12th Man Foundation by Texas A&M Lettermen's Association Professional Services Firm. Contribution data will be provided to the 12th Man Foundation on a defined schedule and will be applied to donor accounts accordingly. This schedule is established by the 12th Man Foundation and does not allow for points to be awarded in real time but rather in arrears. For reference, the specific dates are available on the Priority Points page of the 12th Man Foundation website.

Lifetime Giving

Please note, contributions made to Texas A&M Lettermen's Association do not accrue lifetime giving to the 12th Man Foundation.

Other
The Priority Point Policy for contributions to Texas A&M Lettermen's Association is subject to all other terms and conditions as stated in the 12th Man Foundation's Priority Point Policies.

PRIORITY POINT POLICY FOR MEMBERSHIP FEES FOR AGGIE MEMBERSHIP PROGRAMS VIA NIL MAX PROPERTIES, LLC

Membership fees for Aggie membership programs, such as the Aggie Football Club, via NIL Max Properties, LLC are eligible to receive priority points under the guidelines outlined below. Members who make eligible membership fee payments to Aggie membership programs will earn four points for every $100 paid in membership fees.

Adoption and Implementation
The Priority Point Policy for membership fees paid to Aggie membership programs, such as Aggie Football Club, via NIL Max Properties, LLC was adopted by the 12th Man Foundation Board of Trustees on March 17, 2026. Priority points will be awarded for eligible membership fees paid prior to the adoption date, retroactive to the Aggie Football Club launch date of February 2, 2026.

Eligibility
For priority points related to membership fees paid to Aggie membership programs via NIL Max Properties, LLC to be eligible for related benefits, a member's account must be active by maintaining their 12th Man Foundation membership on an annual basis. NIL Max Properties, LLC must maintain and share the member's information and membership fee details with the 12th Man Foundation. The following membership fee types will be eligible for priority points:

- One-time annual and/or monthly membership fees
- Other membership fees approved by the 12th Man Foundation Board of Trustees
  - » Sweepstakes and memorabilia are excluded from eligibility.

Note: Membership fees are eligible to receive priority points under only one applicable program or policy and may not receive priority points more than once for the same payment.

Membership Fee Data Reporting and Application Schedule
Membership fee history from eligible Aggie membership program payments via NIL Max Properties, LLC will be provided to the 12th Man Foundation by NIL Max Properties, LLC. Membership fee data will be provided to the 12th Man Foundation on a defined schedule and will be applied to member accounts accordingly. This schedule is established by the 12th Man Foundation and does not allow for points to be awarded in real time but rather in arrears. For reference, the specific dates are available on the Priority Points page of the 12th Man Foundation website.

Lifetime Giving
Please note, membership fees paid to Aggie membership programs via NIL Max Properties, LLC do not accrue lifetime giving to the 12th Man Foundation.

Other
The Priority Point Policy for membership fees paid to Aggie membership programs via NIL Max Properties, LLC is subject to all other terms and conditions as stated in the 12th Man Foundation's Priority Point Policies.

PRIORITY POINTS DISCLAIMERS

Decisions of the 12th Man 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 12th Man Foundation.

Not Liable for Losses or Damages
Under no circumstances shall the University, the Texas A&M Athletics Department, the 12th Man 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, other college athletics governing body 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, an affiliated conference or another governing body 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 12th Man Foundation uses priority point ranking to determine the request and allocation order for home, away and postseason tickets. Active donors and current season ticket holders may request tickets to these events based on availability and their priority point ranking. To be considered for priority point-based allocation, requests must be submitted by the designated order deadline. For fill-together requests, tickets will be allocated according to the lowest priority point ranking within the group.

Invitations to Special Events and other Benefits
The 12th Man Foundation may use priority ranking when extending invitations to special events or offering any other benefits, as deemed appropriate by the 12th Man Foundation's Board of Trustees.

Requests for Parking at Football, Basketball and Baseball
The 12th Man Foundation uses priority ranking when considering requests for parking for home football, basketball and baseball games and other events as applicable.

ALLOCATION OF PRIORITY POINTS
Total Charitable Giving
- The donor will receive four (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 twenty-five (25) points per year 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 and sport- or program-specific gifts (such as booster clubs, support groups or spirit groups) do not qualify for bonus priority points. Only philanthropic contributions to the Annual Fund, as well as capital, endowment and excellence fund gifts at the levels listed below, are eligible 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 fifteen (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 twenty (20) points annually during their membership term.
- Points began accumulating in 2024.

MVP Gold ($2,500-$9,999)
- Active MVP Gold donors will receive fifteen (15) points annually.
- Points began accumulating in 2024.
- Donors were awarded ten (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 five (5) points annually for philanthropic giving at the 12th Man level.
- Points began accumulating in 2024.

Gifts in Kind
- The donor will receive four (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 ten (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 12th Man Foundation to earn priority points.

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

Lettermen Letter Bonus
- 200 priority points will be awarded one time to any individual who lettered at Texas A&M, based on Texas A&M Lettermen's Association records provided to the 12th Man Foundation.

Lettermen's Association Lifetime Members
- 100 priority points will be awarded one time to any Lettermen's Association Lifetime member based on Texas A&M Lettermen's Association records provided to the 12th Man Foundation.

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.

Planned Giving
- The donor will receive four (4) priority points for every $100 contributed.
- *Priority points may be awarded at the time of gifting under the following guidelines:*
  - » The gift must be irrevocable; the terms of the gift may not be amended without consent of the beneficiary (12TH MAN FOUNDATION).
  - » 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 12th Man 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 12th Man 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 12th Man 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 Dec. 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. Lineal transfers do not apply to Lettermen and Faculty/Staff tickets as they are not transferrable.*

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 or life partner as an associated party. No other persons are eligible to be included on the account as an associated person. Only a current spouse or life partner may be added as an associated party to an existing individual account.

MERGING ACCOUNTS

The 12th Man 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 or recognized as life partners) have accounts in their individual capacities under different names, the priority points accumulated by either person may be combined into a single joint account. The new joint account shall be recalculated to reflect the overall point total of the previously held individual accounts. This policy shall only apply to legally married couples or individuals in a formally recognized life partnership. It does not apply to 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 (PI) with third parties outside of the 12th Man Foundation, except as described in this Privacy Policy. Donor-provided information is used to enhance the donor experience with the organization. PI may be used to improve advertising and marketing efforts, refine content and product offerings and personalize donor interactions and experiences. Additionally, donor PI — such as email address, mailing address or phone number — may be used to contact donors about products or services that may be of interest.

The 12th Man Foundation also may disclose aggregated user statistics in order to describe its services to potential advertisers, partners, affiliate companies and other third parties, or for other lawful purposes.

Donors may opt out of 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 the 12th Man Foundation.

The 12th Man Foundation has, and will continue to have in the future, 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, it may be necessary to share PI with that service provider in order to provide the service. These third-party providers are not permitted to retain or use PI for any purpose unrelated to providing the service.

The 12th Man Foundation reserves the right to disclose PI 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. The 12th Man Foundation also reserves the right to share PI with contracted special event promoters when required to administer or operate those events. The 12th Man Foundation reserves the right to share ticket buyer data for University-hosted postseason athletic events with the NCAA, College Football Playoff (CFP) and their authorized data vendors. The 12th Man Foundation reserves the right to share donor contact information with Texas Aggies United if the donor grants consent. As an affiliated organization of Texas A&M University, the 12th Man Foundation reserves the right to share PI at the request of Texas A&M University or its affiliated entities.

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.

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 12th Man 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 12th Man 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)

Pledges:
The 12th Man Foundation accepts unconditional pledges for capital projects, endowed scholarships, support groups and the annual fund. All pledges are required to be in writing. Acceptable written documentation may include a 12th Man Foundation pledge form or donor intent form with the donor's signature, a 12th Man Foundation gift agreement with the donor's signature, a letter initiated and signed by the donor, or an email from the donor.

The 12th Man Foundation will not accept a pledge exceeding $500,000 from a donor for a capital project if the donor has an outstanding balance on an existing capital project pledge in which the donor's status on their payment terms is not current per the schedule and form of contributions as prescribed in the existing 12th Man Foundation gift agreement or other form of written documentation.

Any exceptions to this policy must be approved in writing by the 12th Man Foundation President & CEO and the Executive Committee of the Board of Trustees.

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.

Associate Membership
A donor who 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, philanthropic gifts and sport- or program-specific 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 who 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, philanthropic gifts and sport- or program-specific gifts). Note: To be eligible for bonus priority points at the 12th Man level, a philanthropic contribution of $150 or more is required. Non-philanthropic gifts, such as seat contributions, do not qualify for bonus points.

MVP Membership
A donor who 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 who 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 who 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 who 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 who 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 who 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.

Annual Recurring Membership
Donors may establish membership through the 12th Man Foundation's recurring giving platform, which automatically charges their credit card annually for the selected contribution amount. This option provides uninterrupted, year-round access to benefits associated with the donor's giving level.

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. The 12th Man Foundation reserves the right to format donor names for publication in accordance with its standard naming conventions. Donors may elect to be listed as Anonymous by contacting the 12th Man Foundation.

12TH MAN MAGAZINE MAILING POLICY
Active and lifetime members at the 12th Man membership level or higher will receive a subscription to 12th Man Magazine. For foreign addresses, or to opt out of receiving the magazine, contact the 12th Man Foundation at 888-992-4443.

12TH MAN FOUNDATION TICKET POLICIES

For inquiries regarding 12th Man Foundation ticket policies, please call 888-992-4443 or email tickets@12thmanfoundation.com

KYLE FIELD SEATING TERMS

As outlined below, all seats in Kyle Field are renewable on an annual basis and may be subject to 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 does not count toward the seating terms. Areas previously set to expire in 2029 now run through 2030. The seating terms listed below reflect this adjustment.

Year 2030

The original seating term for these areas expires following the 2030 season: 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).

Seating Areas with Expired Terms

The seating term for these areas will automatically renew on a one-season basis each year on Feb. 1, unless the 12th Man Foundation provides written notice of new seating terms and any applicable requirements prior to that date: 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).

FOOTBALL PARKING POLICIES

Parking passes can be purchased through the 12th Man Foundation based on availability and the number of season tickets held by the donor:

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

NOTE: Non-contract parking, including ADA parking, is limited to one (1) Lot A pass per account and two (2) passes between all priority lots (B, C, D, J, O). All remaining lots are only restricted by season ticket quantity.

NOTE: While the 2026 season marks 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.

RV Parking (Effective Beginning with the 2026 Football Season):

RV parking permits do not count toward the total number of parking passes allotted based on season ticket quantity and are not subject to the three-year parking term. RV parking is limited to one (1) permit per account and is issued on a one-year term.

NON-FOOTBALL PARKING POLICIES

- Men's Basketball parking is available in Lot 100 A-C, E-F. Top 100 Donor & Floor Seat Holder 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. Top 100 Donor & Floor Seat Holder 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. Non-contract Blue Bell Lot parking, including club, regular and ADA, 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 eight (8) football prime west legacy club and/or west legacy club seat season tickets, and no more than twelve (12) football 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 four (4) men's basketball floor seat season tickets, excluding purchases made before this policy's implementation (2024-25 season).*
  - » *For Blue Bell Park, each donor account is limited to acquiring no more than four (4) baseball season tickets, excluding purchases made before this policy's implementation (2019 season). Additionally, accounts with a suite are not eligible to purchase any non-suite season tickets, excluding purchases made before this policy's implementation (2026 season).*
- Faculty/Staff football season tickets are limited to four (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 contribution requirement in faculty/staff designated sections.
  - » *Faculty/Staff wishing to move to a different location in Kyle Field outside faculty/staff seating areas will receive an allowance of up to $200 per seat toward the annual contribution, for up to four (4) seats.*
- Young Alumni football season tickets at Kyle Field are limited to six (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.*
- Lettermen with current season tickets will receive a renewal application from the 12th Man Foundation and have the right to renew their seats subject to seating terms and conditions*, for up to four (4) seats*.
  - » *The Lettermen's Association will determine eligibility for Lettermen's seating in Sections 118, 119, 328, 329, 420 and 421.*
    - » *Eligible lettermen can retain seats in Sections 118, 119, 328, 329, 420 and 421 without a required seat contribution or annual contribution to the 12th Man Foundation; however, a minimum contribution of $25 to the 12th Man Foundation is required to earn and retain priority points, which would allow for priority appointment times during seat selection.*
    - » *Eligible lettermen wishing to move to a different location outside lettermen seating areas will receive an allowance of up to $200 per seat toward the annual contribution, for up to four (4) seats.*
- Purchasers may qualify for one or more football 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. Changes will be communicated through official Texas A&M Athletics channels.
- Tickets purchased on the secondary market are not eligible for refunds or changes through the 12th Man Foundation with the exception of ADA exchanges (see ADA Seating section). 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 contribution amount, the excess funds from the overpayment will be reallocated as an Annual Fund contribution. This maintains the integrity of the priority point system and provides the donor with an additional benefit of a tax receipt for that excess contribution.

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 (home, road or postseason) and sports pass 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. In return, Texas A&M students, the 12th Man, are expected to honor this commitment. These tickets, home and away, are for student use only. 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/PARKING

- In special circumstances, tickets and parking passes may be reissued digitally solely at the discretion of the 12th Man Foundation and only to the ticket holder of record. Once reissued, the original barcodes will be voided and no longer valid for entry. Ticket holders can access their tickets and parking passes anytime through their 12th Man Foundation online account. Fraudulent activity may require a police report to resolve and restore access.
- Any tickets or parking passes obtained through unauthorized means are subject to cancellation and may result in loss of future purchasing privileges.

ADA SEATING

- The 12th Man Foundation is committed to 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 12th Man Foundation or otherwise acquired, a person is encouraged to contact the 12th Man Foundation 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 at 888-992-4443 or exchange at a box office window on the day of the game.

A ticket must be valid for entry 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. 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.

Exchanges can be made at the box office or by phone. 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.** Note: There are no refunds or exchanges for season ticket holders.

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 the card on file or mailed to the address on file via check.

Exchanges can be made at the box office or by phone. 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. Note: There are no refunds or exchanges for season ticket holders.

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 ticket from the original meet will allow entrance to the rescheduled meet. There are no refunds or exchanges for rescheduled events. NOTE: A meet is considered complete by meet officials and can vary. If a meet is considered complete, no rain out tickets would be issued.

Outdoor Track & Field Canceled Meet

If a meet is canceled prior to gates opening or between the time gates open and when the meet is considered complete, single meet purchasers through the 12th Man Foundation may exchange the original ticket for another regular season outdoor meet with available inventory. If no home meets remain, a refund will be issued for single meet ticket purchasers. Refunds will be issued to the credit card on file or a check will be mailed to the address on file.

Exchanges can be made at the box office or by phone. 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.** Note: There are no refunds or exchanges for season ticket holders.

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, the stadium club credential or any purchased ticket (if applicable) will allow entrance to the rescheduled match. NOTE: A match is considered complete when one team reaches a total of four points.

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.

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.** Note: There are no refunds or exchanges for season ticket holders.

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 a 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

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.

NOTE: *Exceptions to the stated policy will be subject to approval by the 12th Man Foundation's President & CEO.*