



## **Season Ticket Holder Policies & Information**

Rapid City Professional Hockey, LLC (the “Rush”), values each owner of Rush home game season tickets (individually, a “Season Ticket Holder” and collectively, the “Season Ticket Holders”) and has established the rules, regulations, policies and procedures set forth herein (collectively, the “Policies”) for the purpose of providing all Season Ticket Holders with the responsibilities and obligations of each arising as a result of the rights of their purchase of Rush home game season tickets and so that each Season Ticket Holder is aware and therefore placed on notice of the Policies applicable to their Season Ticket account(s).

By purchasing Season Ticket(s), each Season Ticket Holder understands, acknowledges and expressly agrees that: (i) in addition to its obligations to the Rush pursuant to any written or verbal contractual agreement, if any, it shall be bound by the Policies set forth herein, as either may be amended, updated, modified and/or revised by the Rush at any time without notice, and (ii) any violation of these Policies (including any failure to abide by the Policies) may result in the termination of a Season Ticket Holders account (as defined below) and/or revocation of such member’s Season Tickets.

### **Account Changes**

It is the Season Ticket Holder’s responsibility to notify the Rush of any changes in address or personal contact information. Please keep us informed of any and all account corrections to ensure prompt delivery of Rush materials.

### **Away Game Tickets**

Season ticket packages are valid for regular season home games only. The Rush do not have road game tickets to make available to the public – all tickets are facilitated through the home team ticket office. Fans wishing to see the Rush on the road are encouraged to contact the host team for ticket information and availability.

### **Children’s Tickets**

Children who have celebrated their second birthday are required to have a ticket to gain admittance to a Rush game. Children under two years of age are not required to have a ticket and thus admitted free of charge provided they sit on an adult’s lap. As a courtesy to all fans and to comply with fire regulations, children should not sit in the aisles or walkways. There are no discounted tickets available for children.

### **Disabled Seating**

Disabled seating and access are fully compliant with the Americans with Disabilities Act (ADA). Disabled seating and wheelchair locations are available on both a season and single game basis. For further information on locations and access appropriate options, please contact the Rush Ticket Office at 605-716-7825.

### **Stolen and Lost/Destroyed Tickets**

If your season tickets are lost, left at home, or an incorrect ticket is presented for admission, replacement tickets may be issued at the sole discretion of the Rush. There is no charge for reprinting tickets and the Season Ticket Holder of record must pick up the duplicate tickets in person with a valid photo ID. You may call the Rush Ticket Office at 605-716-7825 prior to the game date and make arrangements to pick up your tickets.

Those attempting to use stolen or fraudulent tickets will be removed from the game and referred to the Rapid City Police Department.

### **Payment Policies**

Season Ticket Holders are responsible for ensuring that the full and prompt payment of any and all amounts due with respect to its Ticket Account(s) are received by the Rush on or before established deadlines. Season Ticket Holders understand, acknowledge and agree that: (i) the Rush will strictly enforce all payment procedures and deadlines established by the Rush and the Rush expressly reserves the right to seek any legal remedy available to it in equity or law or pursuant to any applicable contractual agreement between the Rush and Season Ticket Holder, and (ii) any and all payments made on or with respect to a Ticket Account are non-refundable, and (iii) no failure or delay by the Rush, in the exercise of any right or remedy shall be construed to constitute a forfeiture or waiver thereof by the Rush.

A \$50 deposit per seat on season tickets is non-refundable and does not guarantee specific seats. There is a \$75 charge per seat for any season ticket seat moves made after established dates set by the Rush. Bank items returned for any reason are subject to fees set by the Rush. Ticket packages ordered by phone, fax, email or in person constitute legal agreements with Season Ticket Holder responsible for complete payment of ticket package and any additional fees no later than the pre-established due date set by the Rush. In the event of non-payment or delinquent accounts, the Season Ticket Holder will be liable for any and all unpaid amounts, including but not limited to, the cost of collections and attorney's fees. Rush reserves right to void or nullify season tickets at any time without notice.

### **Season Ticket Renewals**

Full Season Ticket Holders will have the opportunity to renew the same seats from year-to-year provided a \$50 deposit per seat payment is made prior to pre-determined deadlines set forth by the Rush. Seat locations as part of partial season packages are not guaranteed from year-to-year and will be up for public purchase.

### **Seat Relocation**

Seat relocation occurs on an annual basis, at the time of ticket renewal. The Rapid City Rush will use its best efforts to annually allocate and license seats under various ticket plans but retains the rights to refuse, to renew, limit the number and determine the location of such seats. Relocation, if possible, will be considered on the basis of the longevity of each account, the seat location currently held and openings that may occur because of cancellations in the requested area(s). No consideration will be made unless the Ticket Holder indicates in writing a change is desired and the first payment has been received by the Rapid City Rush by the first payment due date. When requesting relocation, please specify your request regarding section, row, seat numbers, price range, etc. Please keep in mind that seat relocation will always be of a marginal nature.

A Ticket Office representative will contact the Season Ticket Holder of record if any available options exist. If the Season Ticket Holder issuing the request fails to respond to any phone or email messages made by the Rush in a reasonable amount of time as determined by the Rush, priority pertaining to the requested seats will be lost.

### **Playoff Tickets**

Unless specified otherwise, playoff tickets are not included in season ticket packages and must be purchased separately. Season Ticket Holders automatically receive first priority for re-ordering their seats for post-season tickets granted seats are reserved with payment by a pre-determined date set forth by the Rush. All playoff monies for un-played home games will be credited to your Season Ticket Account. The Season Ticket Holder may all

request a refund of this credit, following the playoffs. Season Ticket Holders who do not reserve their seats for the playoffs still retain first right of refusal on their seats for the following regular season.

### **Seat Transfer Policy**

The transfer of Season Tickets into a different name is at the sole discretion of the Rush. Please visit or call the Rush Ticket Office at 605-716-7825 if you have any questions or want to inquire about transferring your season tickets.

### **Resale of Tickets**

The Rapid City Rush will not buy back or refund tickets for games the Ticket Holder is unable to attend. However, Ticket Holders may sell their tickets through a multitude of outlets including, but not limited to, ticket exchange websites, newspaper or online classifieds, etc. The Rush are not responsible for third party exchanges of tickets or payment. Fans should exercise caution when purchasing tickets from an outside party.

### **Revocable License**

Your ticket is a revocable license, and may be withdrawn at any time without refund at the sole discretion of the Rush. All tickets are subject to the rules, regulations and policies of the Rush. Your tickets may be revoked for reasons including, but not limited to the following: failure to meet payment deadlines, misrepresentation of tickets and violating Guest Conduct Policies including drunk or disorderly conduct, harassment of other guests and obscene behavior. All costs of the Rush, including attorney's fees, relating to any dispute concerning Season Ticket Account ownership costs, benefits, and/or policies (whether or not the Rush are named as a party in any litigation) will be charged to the Season Ticket Holder.

### **Guest Conduct Policies**

We are confident that our fans lead all of minor-professional sports in enthusiasm, support, hospitality and sportsmanship. Our image is shaped not only by our players, coaches and employees, but by our fans as well. Our goal is to create a high-energy environment to lend support to our team, while maintaining a family-oriented atmosphere.

To insure that all fans have a pleasant game-day experience, each patron should act responsibly and be considerate of others. Unruly behavior will not be tolerated and, in some cases, may be deemed grounds for dismissal from the arena. These cases include, but are not limited to:

- Being under the influence of drugs or alcohol
- Underage drinking
- Actions that are harmful to or endanger others
- Throwing items of any kind
- Slamming, pounding, rocking glass panels
- Using foul or abusive language and/or gestures
- Displaying inconsiderate behavior towards others
- Disorderly conduct
- Wearing obscene or indecent clothing
- Smoking in non-designated areas
- Sitting or standing in the aisle ways
- Entering or attempting to enter the field of play
- Failure to follow instructions of stadium security personnel
- Entering the stadium with any prohibited items
- Harassment of officials, visiting team and/or its fans

Season Ticket Holders are responsible for the actions of any individual using their tickets. Any of the above behavior by anyone using a Season Ticket Holders ticket(s) may be cause for non-renewal of ticket privileges. Rush management and security reserve the right to deem an act or exhibited behavior as inappropriate and take action, based on available information and circumstances.

### **Banners and Signs**

Banners and signs are permitted as long as they do not block the view of others, interfere with the event, contain advertising of any form, present a safety hazard or contain political or obscene material. Banners may not be affixed with any type of material that is permanent in nature or that alters the facility in any manner. Poles and sticks are prohibited. The Rush or the arena's operator may remove any banner or sign, in its sole discretion.

### **Cameras/Recording Devices**

Cameras with professional/detachable lenses longer than three inches and flash are not permitted. The Rush and Rushmore Plaza Civic Center reserves the right to examine and prohibit the use of any camera that conflicts with this policy. Audio recorders, video recorders and digital cameras with video capabilities are prohibited. Ticket Holder shall not make commercially available any description, account, picture or reproduction of event.

### **Noisemakers**

Guests are reminded that Rush games are a loud environment and hearing protection may or may not be provided. The use of cowbells during games is allowed by the Rush but users of such devices are to be respectful and courteous to their neighbors at all times. Excessive ringing of cowbells, as determined by Rush or arena personnel, may result in the confiscation of the noisemaker and/or ejection of Ticket Holder. The Rush and Rushmore Plaza Civic Center reserves all rights to inspect and confiscate all cowbells, either sold at the Rush Team Store or otherwise. Other noisemakers such as horns, whistles, drums or other loud instruments are strictly prohibited.

### **Anti-Harassment**

The Rush subscribes to a zero-tolerance anti-harassment policy for our employees and Guests. As such, the Rush prohibits harassment that is sexual in nature, as well as harassment that is based on race, color, religion, gender, national origin, age, disability or other bases, whether or not a particular category of basis is protected by local, state or federal law. Such harassment demeans our employees and Guests and undermines the safe, effective and efficient operation of our business.

Accordingly, Guests expressly agree to adhere to the anti-harassment commitment of the Rush and to ensure that all employees and Guests are treated with dignity and respect. To the end, any harassing and/or discriminatory language, gestures or visual or physical conduct by a Guest are strictly prohibited and may result in revocation of the applicable Season Ticket Holder's Season Tickets.

### **Miscellaneous**

The Ticket Holder assumes all risks incidental to the game of hockey, including specifically (but not exclusively) the danger of being injured by a puck or stick. The Ticket Holder agrees that the Rush, its agents and players are not liable for injuries resulting from such causes. The Rush are not responsible for and the Ticket Holder assumes all risks incident to the game or related events, to which the ticket admits the holder, including the risk of lost, stolen or damaged property or personal injury.

The Ticket Holder grants to the Rush, in cooperation with the league in which it plays, as well the league affiliates, and each of their respective agents and licenses, the unrestricted right and license to use his or her voice or likeness

as included in any broadcast, telecast or photograph taken in connection with the game or other transmission or reproduction in whole or in part of the game.

Tickets are not redeemable for cash and the Rush are not liable in the event games are cancelled or not played for reasons beyond the Team's control (weather, technical, lockout, legal process, etc.). Tickets may not be offered in a commercial promotion or as a prize in sweepstakes or a contest without approval of the Rush. The Rush reserves the right to change the date and/or starting time of any game. No such change shall entitle the Ticket Holder to a refund of the purchase price for this or any other Rush ticket.

Guests are liable for the cost of labor and materials to for any damages caused by them to the arena, facilities, Team property, etc.