

### **Marlins Fish Family Loyalty Program**

The Fish Family Loyalty Program ("Program") is offered at the sole discretion of the Miami Marlins, L.P. ("Miami Marlins"). By enrolling in the Program, Eligible Members (as defined herein) agree to abide by these terms and conditions, rules, regulations, policies, and procedures and the Marlins.com Terms of Use and Privacy Policy (collectively, the "Terms and Conditions"), each of which the Miami Marlins may, in its sole discretion, modify, add, or delete from time to time without notice.

**PROGRAM ADMINISTRATION AND DISCLOSURE:** The Program is issued and administered by the Miami Marlins. The Program is in no way related to or integrated with the MLB.com Rewards Program, and Points earned through the Program may not be redeemed for benefits or rewards in the MLB.com Rewards Program.

**ELIGIBILITY:** Subject to the restrictions set forth in the Terms and Conditions, the Program is available to full season (eighty-one (81) games, non-promotional areas) plan, half season (forty (40) game or forty-one (41) game) plan, mini (twenty (20) game) plan, José's Heroes promotional plan, G's Corner promotional plan, ten (10) game suite pack, and six (6) game suite pack (individually, an "Eligible Plan" and collectively, the "Eligible Plans") Miami Marlins Season Ticket Holders, who are 18 years of age or older ("Eligible Members"). Employees, corporate partners, vendors, ticket brokers, group ticket purchasers, voucher or flex pack purchasers, three (3) game suite pack purchasers, splitter pass holders, single game buyers, resale market purchasers, and any other Miami Marlins ticket purchasers are not eligible for the Program, with the exception of those specifically invited to take part in the program by the Miami Marlins. Online resellers or ticket brokers [defined as Eligible Plan accounts, with eight (8) or more tickets to each game in such Eligible Plan, or Eligible Plan holders, selling more than one-third (1/3) of their tickets] are not eligible for the Program. The Miami Marlins reserve the right to disqualify or exclude any other person from the Program, and all questions or disputes regarding eligibility will be resolved by the Miami Marlins in its sole discretion.

**MEMBER BENEFITS/REWARD REDEMPTION:** Eligible Members will accumulate points ("Points") in their Program account ("Account") based upon their purchase of an Eligible Plan, purchase of additional single game tickets through their Account, social media interactions with a Facebook and/or Twitter profile linked with their Account, game attendance through qualifying tickets in their Account, and participation in other Program events according to a Program point system ("Point System") provided by the Miami Marlins. All information regarding an Account and the current Point System can be accessed through the Program website [www.MarlinsFishFamily.com](http://www.MarlinsFishFamily.com) ("Website"). The Miami Marlins reserve the right to add, remove, edit, and amend the manner in which Eligible Members earn Points at any time. Points will appear in the Eligible Member's Account and Eligible Members may redeem Points for Miami Marlins experiences, memorabilia, tickets, and other items or experiences of value ("Rewards") through the Program catalog ("Catalog") or auction format ("Auction") on the Website. Eligible Members are restricted in the number of Rewards they may attain in any season. Rewards may be restricted by the category of the Reward or the Rewards item itself. The Miami Marlins reserve the right to add, remove, edit, and amend any limitations on the Rewards at any time. Limitations on the Rewards are listed in the Catalog. Eligible Members may only redeem one (1) Rewards trip through the Program every two (2) years. A Rewards trip may only be attended by two (2) guests, ages 18 and older, per account once every two (2) years. Any Eligible Members that redeem and attend the Rewards trip in the 2017 season will be ineligible to redeem and attend another Rewards trip through the Program until the 2019 season. Points have no cash value and are not transferable or assignable. Points will remain valid for one (1) year; provided that the Eligible Member remains an Eligible Plan holder and remains enrolled in the Program by renewing their Eligible Plan within the specified renewal period to remain Active. Eligible Members must be enrolled in the Program to be eligible to earn Points and redeem Points for Rewards. To remain enrolled and eligible for the Program, Eligible Members must renew their Eligible Plan prior to October 15, 2017 ("Deadline"). Subject to the Terms and Conditions, if an Eligible Member renews his/her Eligible Plan prior to the Deadline, a percentage of any valid Points not redeemed at the end of the 2017 season will roll over to the 2018 season; the specific percentage of Points that will roll over shall be determined based upon the date of renewal by the Eligible Member. The Miami Marlins will circulate the dates of the renewal periods and the corresponding percentages of Points to be rolled over at least thirty (30) days prior to the commencement of the first renewal period. Any account not renewed prior to the Deadline will forfeit their active membership status and will be ineligible to roll over any remaining Points from the end of the 2017 season to the 2018 season. If an Eligible Member opts out of the Program or fails to renew his/her Eligible Plan prior to the Deadline, all accumulated and unredeemed Points in his/her Account will be removed from the Account and expire. If such Eligible Member later opts back in to the Program, Points will not be awarded for qualifying activities made while

he/she was opted out of the Program and past unredeemed points will not be available. Points will be redeemed on a first in/first out basis, meaning the oldest points in terms of their date of issuance will be redeemed first. Any points not redeemed within one (1) year of their issuance date will expire automatically and without prior notice. Access to the Program by all users will be temporarily suspended on the Deadline for annual, routine maintenance and updates. Any account that becomes an Eligible Member after the Deadline will be given access to the Program after the completion of such maintenance and updates and upon the full renewal payment for the Eligible Plan, but will not have any rollover or renewal benefits. Access to Program may be extended by the Miami Marlins at its sole discretion upon eligibility of postseason play. All transactions in the Program are subject to review and adjustment by the Miami Marlins, and the Miami Marlins reserve the right to amend, suspend, terminate, or change the Program at any time without notice, including but not limited to modifying Point values; changing the Point System; adding or deleting partners; withdrawing, limiting, modifying, or cancelling any Rewards; changing the eligibility requirements; and/or delaying, postponing, rescheduling, or cancelling Auctions. Eligible Members do not acquire property rights in accrued Points or Rewards. Points and Rewards may not be resold by any means, electronic or otherwise. Eligible Members are responsible for all income and other tax liability from participation in the Program or the receipt of benefits under the Program. The Miami Marlins reserve the right to revoke and not honor any Points or Rewards that have been resold. The awarding of Rewards is void where prohibited by law. AUCTION: Eligible Members, who redeem or attempt to redeem their Points through the Auction on the Website ("Bidders"), agree to be bound by the Terms and Conditions. Eligible Members are responsible for reviewing and complying with the Terms and Conditions (including any changes thereto) prior to redemption of any Points for Rewards.

**1. ITEM DESCRIPTIONS:** The descriptions of Rewards appearing in the Auction and in advertisements are believed to be correct. Nevertheless, those descriptions do not constitute a warranty, neither expressed nor implied.

**2. WITHDRAWAL AND ADJUSTMENT OF ITEMS:** From time to time, it may become necessary to withdraw items from an Auction after they are listed. The Miami Marlins reserve the right to do so at any time before or during the Auction. The Miami Marlins reserve the right to reject any and all bids in its sole discretion. No adjustment will be made after the Auction has ended and/or Reward has been awarded.

**3. BID IS A CONTRACT:** Bidders that place a bid in an Auction enter into a binding contract with the Miami Marlins. Once the Auction has ended and a winning bid ("Winning Bid") is designated (as set forth below), the Miami Marlins have full authority to deduct Points equal to the Winning Bid from the Winning Bidder's (defined below) Account.

**4. BIDDING PROCESS:** The Winning Bid shall be designated at the close of bidding for each Reward, and shall be designated at the sole discretion of the Miami Marlins. No Points will be deducted from any Account until after the Auction is closed for a given Reward. Eligible Members may not place a bid in an amount greater than the number of Points they have accumulated and not redeemed in their Account.

**5. WINNING BID:** The Bidder whose bid is designated as the Winning Bid ("Winning Bidder") will receive a statement via electronic mail ("email") after the close of the Auction, notifying the Winning Bidder of the item(s) he/she has been awarded and the Winning Bid amount(s). Points will be deducted from the Account of the Winning Bidder immediately upon close of any Auction. Winning Bidders agree to abide by the Terms and Conditions and all other Miami Marlins policies and procedures that coincide with receiving a Reward. **6. INTERRUPTION OF SERVICE:** The Released Parties (defined below) are not responsible for any interruption in service, errors, and/or omissions to the Auction or Program, whether caused by the Miami Marlins or otherwise. The Released Parties do not guarantee continual, uninterrupted, or error free service or use of the Website during the Auction. Bidders acknowledge that Auctions are conducted electronically and rely on hardware and software that may malfunction without warning. The Miami Marlins, in its sole discretion, may void any Auction, temporarily suspend bidding, and/or resell any Reward that was affected by any malfunction.

**7. TERMINATION OF AUCTION:** The Miami Marlins reserve the right to alter or terminate any Auction, at any time for any reason, at its sole discretion. The decisions of the Miami Marlins with respect to the Auction are final.

**PRIVACY; EMAIL NOTIFICATIONS; MARKETING:** The Miami Marlins may gather information about Eligible Members. The Miami Marlins will not convey any information about Eligible Members gathered from this Program to

any third party. For more information on how the Miami Marlins gather and use personal information, please go to: [marlins.com/privacypolicy](http://marlins.com/privacypolicy). The Miami Marlins use email to notify Eligible Members about Auctions and other Miami Marlins promotions. Eligible Members are responsible for keeping their email information current. The Released Parties are not responsible for any electronic notifications that are bounced back or misdirected. Eligible Members may discontinue receiving future emails by forwarding any received email to the Miami Marlins at [FishFamily@marlins.com](mailto:FishFamily@marlins.com) and requesting removal from the Miami Marlins electronic mailing list. Eligible Members may also elect to receive commercial emails and/or text messages from MLB.com and Marlins.com and can opt-out of receiving such commercial emails and/or text messages at any time without affecting their eligibility, Points, or Rewards; provided, however, the Released Parties are not responsible for Rewards or benefits that are not communicated because of an Eligible Member's opt-out status or for an Eligible Member not receiving a particular message. By enrolling in the Program, Eligible Members agree to receive advertising, marketing materials, and other communications from the Miami Marlins by mail.

**WEBSITE USAGE:** Eligible Members shall not copy, reproduce, alter, modify, create derivative works from, or publicly display any content from the Website without prior, express written permission of the Miami Marlins. Nothing in the Program grants any user any right to use, transmit, distribute, or display the name, trademarks, service marks, logos, copyrights, or other intellectual properties of the Miami Marlins or any of the MLB Entities in any medium whatsoever. No legal advice is intended or implied by anything contained within the Website. No obligation, liability, responsibility, accountability or burden is undertaken, assumed or otherwise imposed on the Released Parties by maintaining the Website.

**LIMITATION OF LIABILITY:** BY ENTERING INTO THE PROGRAM OR REDEEMING POINTS FOR A REWARD, ELIGIBLE MEMBERS AGREE THAT THE MIAMI MARLINS, THE MLB ENTITIES (DEFINED BELOW) AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, TRUSTEES, AFFILIATES, SUBSIDIARIES, FRANCHISEES, ASSIGNEES, LICENSEES, SPONSORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ELIGIBLE MEMBERS AGAINST ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNATIVE, OR EXEMPLARY DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A REWARD, OR PARTICIPATING IN THE PROGRAM. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY REWARD CANNOT BE AWARDED. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO ELIGIBLE MEMBERS FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND THEIR CONTROL, INCLUDING WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, WEATHER, TERRORISM (OR THREAT THEREOF), OR ANY ACT, OMISSION, OR NEGLIGENCE BY A THIRD PARTY. THIS SECTION WILL SURVIVE TERMINATION OF AN ELIGIBLE MEMBER'S PARTICIPATION IN THE PROGRAM. For purposes of the Terms and Conditions, the "MLB Entities" shall mean MLB Advanced Media, L.P. ("MLBAM"), the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees, and Councils, the Major League Baseball Clubs ("Clubs"), Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., each of their parent, subsidiary, affiliated, and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees, agents, representatives, and contractors of the foregoing entities. **INDEMNIFICATION:** Eligible Members accept responsibility for and agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, losses, damages, liabilities, judgments, fees, costs, and expenses (including reasonable attorneys' fees and expenses) related to, arising from, or associated with their participation in the Program.

**GOVERNING LAW; NO WAIVER; COMPLETE AGREEMENT:** The Program is subject to all applicable federal, state, and local laws and regulations. Rewards are offered in good faith, however they may not be available if prohibited or restricted by applicable law or regulation. Any disputes arising out of or related to the Program shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to contracts entered into and to be performed entirely within the State of Florida. If any provision of the Program and/or the Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions

shall be enforced. Any failure to insist upon strict compliance with the Terms and Conditions shall not be deemed a waiver of any rights or remedies that the Released Parties may have against any party, including the right to act with respect to subsequent breaches of the Terms and Conditions. The Terms and Conditions set forth the entire understanding and agreement between the parties with respect to the subject matter hereof.

**CUSTOMER SERVICE:** If you have any questions or need assistance, please contact customer service by emailing FishFamily@marlins.com or calling 305-480-2525.