



**DONOR &  
TICKET POLICIES**  
FEBRUARY 2020

**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)

### PRIORITY POINT POLICIES

The Aggie Access Priority Point Program provides a fair and transparent method for determining donor priority and guiding the distribution of benefits. It recognizes our donors' commitment to Aggie Athletics by honoring and rewarding their generous financial support and passion for Texas A&M. Donors receive points for charitable giving, season ticket purchases, service and loyalty.

#### **Eligibility**

To earn and retain your priority points, your account must be active by maintaining your membership.

**Expiration:** For individual donors, points expire upon death of the member and spouse.

#### **Ranking**

Seating and parking for all ticketed sports is based on your 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). Each member's online account shows their total priority points and ranking. Each account holder's priority points are calculated at the end of each day. This aids in determining your rank. Throughout the year, the Foundation will also post point snapshots.

#### **Transfers**

The 12th Man Foundation Priority Points are not property. Subject to the following exceptions, priority points may not be sold, transferred, or reassigned under any circumstances.

#### **Expiration**

For individual donors, points expire upon death of the member and spouse. For corporate (business) memberships, points expire 10 years after the date earned.

#### **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 re-calculated 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 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.

#### **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 or business entity. Once credited to another individual or entity, these points cannot be transferred further to any other individual or entity except under the other express provisions of this points system.
- Contributions made on a seat-related gift must remain associated with the primary ticket holder.

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

- If a business entity dissolves or ceases to do business, the entity shall direct the 12th Man 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.
- If the entity does not direct the 12th Man Foundation with respect to how the priority points shall be allocated within thirty (30) days of winding up its affairs, the priority points shall lapse 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 12th Man 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.

## **PRIORITY POINTS DISCLAIMERS**

Decisions of the 12th Man Foundation are final. All decisions with the respect to formally submitted reviews 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, the Texas A&M Lettermen's Association, 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 Points System.

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

Priority points and procedures are subject to change without notice to account holders. Regardless of actual or constructive notice to account holders, all changes shall have immediate effect.

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

Any donor, account holder, and/or 12th Man Foundation member 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**

### ***Assignment of Away and Post Season Tickets***

The 12th Man Foundation uses priority ranking in the assignment of away and postseason game tickets. Donors and season ticket holders who are active members of the 12th Man Foundation have the opportunity to request tickets for these events based on availability and their priority ranking.

### ***Seating Requests***

The 12th Man Foundation uses priority ranking when considering requests for new or additional or upgraded season tickets for all sports, including requests for premium seating areas and suites.

### ***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 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

### ***Requests for Single Home Game Tickets***

The 12th Man Foundation uses priority ranking when considering requests for new, additional or upgraded season tickets for all sports, including requests for premium seating areas and suites. Donors will have first right to purchase single home game tickets prior to the general public. From time to time, the first right to purchase may be offered to donors based on their priority ranking.

## **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 are awarded for each year of consecutive giving. Points are forfeited in the year consecutive giving ceases.

### ***Champions Council***

- The Champions Council donor will receive 15 points annually.
- Points are awarded for commitments made after January 15, 2015.

### ***MVP and MVP Gold Levels***

- MVP and MVP Gold members will receive 10 points annually.
- Points began accumulating in 2019.

### ***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 by the 12th Man Foundation's President and Major Gifts Senior Vice President prior to point award.

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

- The season ticket holder will be awarded 10 points per priority season ticket.
- Priority season tickets includes seats with an annual contribution and faculty, staff and Lettermen season ticket purchases.

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

- The season ticket holder will be awarded 5 points per season ticket.
- Points began accumulating with the 2015-2016 season. Season ticket holder must be an active member of the 12th Man Foundation to earn points.

### **Lettermen Letter Bonus**

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

### **Lettermen's Association Lifetime Members**

Lettermen will be awarded 100 points, one-time, for their membership.

### **Planned Giving**

- The donor will receive 4 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 points may be awarded, again using the IRS calculation of NPV.

## **LINEAL TRANSFER POLICY (FOOTBALL)**

A football season ticket holder 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 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 use 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 not all season tickets are transferable, including faculty/staff, letterman or new graduate tickets.

## **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 eligible on the account.

## **MERGING ACCOUNTS**

*The 12th Man Foundation will merge accounts under the following circumstances:*

- If more than one account exists with the same account name.
- 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 re-calculated 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 must be reviewed by the Gift Acceptance Committee prior to acceptance due to special liabilities they may pose for 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 that are accepted without committee review include:***

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

### ***Gifts that are subject to review by legal counsel and Gift Acceptance Committee include:***

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

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

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

## **MEMBERSHIP POLICIES**

### ***General 12th Man Foundation Membership***

A donor is considered an associate member with a minimum annual gift of \$25.00. Full membership benefits on an annual basis begins at \$150.00. For a complete list of annual membership benefits, visit [www.12thmanfoundation.com/membership-giving](http://www.12thmanfoundation.com/membership-giving).

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

Membership is reserved for donors who have committed a gift of \$50,000 or more (payable over a five-year period) to a current capital project, or a philanthropic academic or program endowment. Champions Council members are entitled to the published benefits for a term of five years.



### **Diamond Champions Council Membership**

Membership is reserved for donors who have committed a gift of \$1,000,000 or more to a single capital project, or a philanthropic academic or program endowment. Diamond Champions Council is a lifetime membership.

### **MVP Membership**

A donor that makes a \$750 philanthropic annual gift or more is entitled to the benefits published for MVP members for the calendar year that the gift is made for.

### **MVP Gold Membership**

A donor that makes a \$2,500 philanthropic annual gift or more is entitled to the benefits published for MVP and MVP Gold members for the calendar year that the gift is made for.

## **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 be mailed a copy of the 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:

### **Year 2024**

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 2029**

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)

## FOOTBALL PARKING POLICIES

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

<i>Please note that RV permits count toward the total passes allotted.</i>							
<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:** While the 2020 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 construction that would significantly impede the game day operations of any 12th Man Foundation parking lot. If necessary, all parking permit holders would be notified with as much advance notice as possible.

## TICKET POLICY

- All Venues: Everyone, regardless of age, must have a ticket for entry for 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.
- This policy applies to events held at Texas A&M University campus only and excludes any postseason or non-athletic events.

## 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
- Tickets purchased on the secondary market are not refundable or changeable through the 12th Man Foundation Ticket Center at any time. 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.

## 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 of 20% of the ticket cost 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 H-Reserved, Lot R and Lot 126) can be replaced.

### **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.

### **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 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 entitled to purchase accessible seats.

### **RAIN OUT/CANCELED EVENT**

#### **Baseball Rain Out Policy (Postponed/Rescheduled Game)**

If a game is postponed/rescheduled before gates open 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 Rain Out Policy (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 can be exchanged for a general admission/lawn/SRO ticket to any regular season baseball home game (excluding conference and otherwise designated premium games) with available inventory. No refunds are available. 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. Only tickets purchased directly from the 12th Man Foundation are eligible for an exchange consideration.

### **Softball Rain Out Policy (Postponed/Rescheduled Game)**

If a game is postponed/rescheduled before gates open 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 Rain Out Policy (Canceled Games)**

If you purchased a single game ticket from the 12th Man Foundation and that game is canceled and not rescheduled, the original ticket can be exchanged for a general admission/lawn/SRO ticket to any regular season softball home game (excluding premium games) with available inventory. No refunds are available. 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. Only tickets purchased directly from the 12th Man Foundation are eligible for an exchange consideration.

### **Other Sports**

In the event a scheduled event is canceled in advance due to an unforeseen situation, no refunds are available for season tickets. Exchanges on single game purchases can be made at the box office or by phone. Tickets purchased via the secondary market cannot be exchanged 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. Tickets and parking are canceled and returned to general inventory. The account priority points are suspended permanently.

Surviving lineal descendants may apply for these tickets if all other lineal descendants sign a written agreement giving permission for one descendant to actively take over the tickets. All lineal transfer rules then apply.

## **PREMIUM SEATING AREAS**

- To provide a friendly game day atmosphere, we ask club and suites guests who may host guest(s) from the opposing universities to accompany their guest(s) in the Club.
- Premium seating guests will need to supervise their children all times. As a courtesy and safety precaution to fellow premium seat holders, the act of throwing footballs, toys or other items as well as running and horseplay inside premium areas is prohibited.
- Premium seating guests should dress in an appropriate manner.

## **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)*

### ***Premium Travel Refund Policy***

*Premium Travel Package deposits are 100 percent refundable until the date published at initial registration. After that date, travel package refunds will be based on the following schedule:*

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