

SEATTLE SOUNDERS TICKET POLICIES

1. Ticket Purchases. The following terms and conditions (“Terms”) apply to all Seattle Sounders FC (“SSFC”) ticket purchases, including single match, mini-plan, and season ticket purchases. All of the rights herein inure to the benefit of the Original Purchaser only. The rights and remedies of ticket holders who purchase their tickets as Secondary Purchasers, through ticket resellers or other secondary markets may be limited as provided herein. SSFC expressly reserves the right not to refund or reissue any ticket purchased through ticket resellers or secondary markets. All sales are final. SSFC reserves the right not to replace or honor lost, destroyed counterfeit or stolen tickets.

2. Definitions. The following definitions shall apply to these Terms:

“Cancellation” shall mean changes to the schedule wherein an individual Event or group of Events is cancelled, not rescheduled and therefore not played. Cancellation of an Event or Events may arise for any reason whatsoever, including but not limited to any circumstances outside of SSFC or Major League Soccer control such as, acts of God (fire, flood, storms, hurricane, earthquakes, tornadoes, etc.), acts of public enemy, war, civil disturbance, sabotage, accidents, insurrections, blockades, acts of any governmental or quasi-governmental authority, labor strikes, lockouts or other labor disturbance or interruption or any other like event.

“Event(s)” shall mean any individually ticketed SSFC regular season, playoff, exhibition, international friendly, or any other competition match where a ticket is required for entry.

“Mini-Plan Purchaser” or “Mini-Plan Purchase” shall mean any individual or entity who purchases a ticket or tickets for a group of Events designated as a mini-plan in advance by SSFC.

“Original Purchaser” shall mean the individual whom purchases a ticket or tickets (including group tickets) for any Event or group of Events, including Mini-Plan Purchasers and Season Ticket Purchasers, directly from SSFC, the ticket box office located at Century Link Field and its licensed ticket distributor, Ticketmaster.™ Original Purchaser does not include a Ticket Broker, as defined herein.

“Refund” shall mean a return of the full face value amount of the Event ticket price to the Original Purchaser in the original form of payment. All refunds will be processed within thirty (30) days of notice of refund eligibility by SSFC to the Original Purchaser.

“Reschedule” or “Rescheduled Event” shall include any circumstance where the date, time, location or opponent for a specific Event is changed by SSFC or Major League Soccer.

“Season Ticket Purchaser” or “Season Ticket Purchase” shall mean any individual or entity who purchases or renews a ticket or tickets for all Events included in the then current SSFC season, as designated in advance by SSFC.

“Secondary Purchaser” shall mean any individual or entity who purchases a ticket or tickets for an Event or Events from an Original Purchaser, a ticket reseller or other secondary ticket market.

“Single Match Purchaser” or “Single Match Purchase” shall mean an individual or entity who purchases a ticket or tickets for an individual Event.

“Ticket Broker” shall mean any individual or entity whom purchases tickets for any Event(s) with the purpose or intent of reselling those tickets, as determined by SSFC in its sole and exclusive discretion.

“Ticket Holder” shall mean any individual who possesses a valid, unused ticket, including a MatchPass,™ when applicable for an Event. All Ticket Holders agree to be bound by the terms of the Fan Code of Conduct for Century Link Field and/or Starfire Sports Fan Code of Conduct and any other code of conduct that may from time to time be changed, amended or modified by any venue where an Event is scheduled to occur. Ticket Holders are not guaranteed entry into any venue, and SSFC, First and Goal, Inc. and/or Century Link Field and/or Starfire Sports reserve the right to refuse entry to any Ticket Holder at its/their sole and exclusive discretion.

3. Major League Soccer Ticket Policies. SSFC ticket policies and these Terms may be amended from time to time in order to comply with Major League Soccer rules regarding ticket purchases. If at any time Major League Soccer rules related to ticket purchases conflict with SSFC ticketing

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policies and/or these Terms, then Major League Soccer rules shall be controlling.

- 4. Original Purchaser Data.** In exchange for the purchase of any tickets for any Event, all Original Purchasers agree to provide SSFC with complete and accurate information that shall be up to date at the time of purchase. All Original Purchasers are solely responsible for updating that information and ensure that it remains current and accurate. SSFC is not responsible for inaccurate data that delays or prevents an individual or entity from purchasing tickets to an Event or Events. SSFC reserves the right to collect, store and use any information provided by the Original Purchaser to SSFC or Ticketmaster™ (in accordance with Ticketmaster terms and policies) for purposes of notifying Original Purchasers of Event Reschedules, Cancellations, and distributing other Event and SSFC related materials. Original Purchaser consents to receiving these notifications in any form, unless expressly opting out in accordance with the then current opt-out procedures.
- 5. Ticket Holder Personality Release.** The Original Purchaser and any Ticket Holder grants to SSFC, Century Link Field, First & Goal, and Major League Soccer, LLC and their assignees or designees irrevocable permission in perpetuity to use his or her voice or likeness in any media now or hereafter existing in connection with all or any part of the Event(s), for any purpose whatsoever, including commercial purposes of SSFC, Century Link Field or Major League Soccer and their licenses, sponsors, promoters, advertisers and broadcasters. This release shall apply to any minors or incapacitated persons for which Original Purchaser has legal guardianship and purchases a ticket or provides a ticket for any Event.
- 6. Ticket Holder Release/Hold Harmless.** This ticket only grants entry into CenturyLink Field or Starfire Sports Stadium ("Facilities" or "Facility") for the specified Major League Soccer ("MLS") or United Soccer League ("USL") Event. The Original Purchaser and any Ticket Holder hereby releases, discharges and agrees to hold harmless the SSFC, the Facility, MLS, USL and the owners, managers, employees, agents, officers, successors, and contractors of each from and against any and all liability or claims, damages, or harms to person or property that may arise now or in the future connected to the Events ("Released Claims"). Admission may be refused or Ticket Holder ejected at the sole discretion of the SSFC, MLS, USL, Facilities or their staff or agents, subject to refund, or without refund if the Ticket Holder is deemed to be disorderly, or fails to comply with these terms, the CenturyLink Field Fan Code of Conduct, Starfire Sports Code of Conduct or any and all security measures. Ticket Holder assumes all risks incident to the Events while in any portion of any Facility in which the Events are taking place, including the risk of lost, stolen or damaged property or personal injury. In the event that Ticket Holder is invited to participate in on-field activities before, during or after the Events, Ticket Holder likewise assumes all risks associated with such participation and shall comply with all directions and requests for Event staff.
- 7. No Right to Transmit.** The Ticket Holder will not transmit or aid in transmitting any picture, account or description (whether text, data or visual) in any media now or hereafter existing of all or any part of the Events.
- 8. Event Reschedule; Remedies.** Should an Event be Rescheduled for any reason, the issued ticket shall be honored for the new Event date, time, location and/or opponent or the ticket shall be re-issued by SSFC to the Original Purchaser for the new Event date, time, location and/or opponent. No ticket shall be eligible for a Refund. All Season Ticket Purchasers utilizing MatchPass shall automatically have the new Event date, time, location and/or opponent loaded into their account. Should SSFC determine, in its sole and exclusive discretion, to reissue tickets for the Rescheduled Event, all reissued tickets will be sent to the Original Purchaser. SSFC is not responsible for shipping, forwarding or otherwise distributing reissued tickets to Secondary Purchasers.
- 9. Event Cancellation; Remedies.** Should an Event be Cancelled and not Rescheduled for any reason, the following shall apply. An Original Purchaser of a Single Match Purchase shall be entitled to a Refund for the full face value of the ticket price within thirty (30) days of the date of notice of cancellation by SSFC in the original form of payment. An Original Purchaser of a Mini-Plan Purchase shall be entitled to a credit in the amount of the full face value of the ticket

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price to be applied to a replacement Event or Events within the same season, at SSFC discretion. If no such Events remain or if no Events can be assigned, then an Original Purchaser of a Mini-Plan Purchase shall be entitled to a Refund in the amount of the full face value of the ticket price within thirty (30) days of the date of notice of cancellation and non-replacement by SSFC in the original form of payment. An Original Purchaser of a Season Ticket Purchase shall be entitled to a credit in the amount of the full face value of the ticket price towards the Major League Soccer Playoffs for the then current season, or if none, then towards the balance of the Season Ticket Purchase for the following season. SSFC shall automatically apply any such credit, first to Major League Soccer Playoff ticket purchases for the then current season, if any, and second, to the balance of a Season Ticket Purchase for the following season. An Original Purchaser of a Season Ticket Purchase may, at his or her election, request a Refund in the amount of the full face value of the ticket price for any Cancelled Event, which shall be refunded within thirty (30) days of the date of election to receive said Refund by that purchaser, in the original form of payment. Secondary Purchasers shall have no right to receive a Refund or credit for any cancelled matches from SSFC, and SSFC shall have no obligation whatsoever to Secondary Purchasers for a Cancelled Event.

- 10. Ticket Brokers.** SSFC reserves the right in its sole and exclusive discretion to prevent Ticket Broker's from purchasing tickets for any Event in any combination (e.g. Season Tickets or Single Match Tickets). SSFC does not guarantee any ticket to any Event purchased from a Ticket Broker. In no event will a Ticket Broker be treated as an Original Purchaser under these terms, conditions and policies.

11. Season Ticket Purchaser; Specific Terms

- a. Renewals.** All Season Ticket Purchasers shall have the right of first refusal to retain their seat(s) location for the next league season through SSFC's annual renewal process (hereinafter, "Renewal Process"). In order to insure both the location and number of seats, all renewals must be completed during the Renewal Period, which shall be communicated to

Season Ticket Purchaser in advance through the electronic correspondence and regular mail. Season Ticket Purchaser is responsible for maintaining accurate and up to date email and mailing addresses with SSFC and through their Ticketmaster™ Account Manager. The Renewal Process shall occur in a discrete window of time each year, as designated annually by SSFC at its discretion. Any renewals not completed during the Renewal Process may cause tickets for all seats to be returned to the general ticket inventory that can be sold by SSFC through any channel. The Renewal Process cannot be completed without a fully processed payment accepted by the relevant banking institution for the balance of the Season Ticket Purchase or the first installment thereof.

Additionally, any renewal of a Season Ticket Purchase conducted on an installment basis will not be complete without a current, unexpired and authorized credit card on file with SSFC. By electing an installment payment plan in the Renewal Process, you give SSFC permission to automatically charge the credit card on file with the then current installment amount due, on the dates identified in your Ticketmaster™ Account Manager. All renewals, whether conducted over the phone, in the mail, in person or through an electronic interface shall be subject to these same Terms. No renewal shall be considered complete without an attestation by the Season Ticket Purchaser that they agree to be bound by all the Terms related to SSFC ticket purchases, in a form designated by SSFC.

- b. Playoff Ticket Purchase Rights.** All Season Ticket Purchasers shall have the right of first refusal to purchase their same seat(s) locations for all Major League Soccer home playoff matches to be played for the then current season (hereinafter "Playoff Tickets"). Season Ticket Purchasers must purchase all Playoff Tickets for every potential round that may be

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played during the then current season. All Playoff Tickets must be purchased up front prior to any tickets being issued, at a time designated by SSFC each year at its sole and exclusive discretion. Any Playoff Tickets not purchased within the designated time window shall be returned to the general ticket inventory of SSFC to be sold through any channel. Playoff Tickets purchases cannot be completed without a fully processed payment, accepted by the relevant banking institution for the entire balance of the Playoff Tickets to be purchased.

- c. **Verification of Data.** By making a Season Ticket Purchase, the account holder for those tickets warrants that all data and information provided to SSFC over the phone, via mail, in person, or through an electronic interface is accurate and correct. This includes data related to credit cards. SSFC shall not be liable for any damage caused by or arising out of processing any charge against any credit card on file for an Original Purchaser, in its normal course of business related to ticket purchases, including but not limited to declined charges, overdraft fees, and bank holds.
- d. **Account Transfer Policy.** An Original Purchaser, may not transfer a Ticket Member account or an individual seat or seats to any other individual or entity, except to a spouse/domestic partner, child/legal ward, sibling or parent/legal guardian or in SSFC's exclusive discretion and control. However, for the 2016 Renewal Process only, taking place in the second half of 2015, an Original Purchaser may transfer his/her Ticket Member account and/or an individual seat or seats to another individual during the 2016 Renewal Process, if and only if, (i) that individual is a 2015 Seat Designee (as designated on or before December 31, 2104) or (ii) the individual is an immediate family member (spouse/domestic partner, parent, grandparent, child or sibling).