

## 2018 SEATTLE SOUNDERS FC TICKET POLICIES

- 1. Ticket Purchases.** The following terms and conditions (“Policies”) apply to all Seattle Sounders FC (“Sounders FC”) ticket purchases, including single match, mini-plan, and season ticket purchases. All tickets to any Event, constitute a limited revocable license which may be revoked at any time by Sounders FC for any reason (“Ticket”). Unless otherwise specified, all of the rights herein inure to the benefit of the Original Purchaser only. The rights and remedies of Ticket Holders (as that term is defined herein) who purchase their tickets as Secondary Purchasers (as defined below), through ticket resellers or other secondary markets or receipt of a transfer of a ticket or tickets through Ticket Agent Account Manager, or Sounders FC’s Mobile Application, or any other form in which a ticket is issued by Sounders FC to an Original Purchaser may be limited as provided herein. Sounders FC expressly reserves the right not to refund or reissue any ticket purchased through ticket resellers or secondary markets. All sales are final. Sounders FC reserves the right not to replace or honor lost, destroyed, counterfeit or stolen tickets.
- 2. Definitions.** The following definitions shall apply to all Original Purchasers, Ticket Holders, Season Ticket Members, and where applicable, to Secondary Purchasers as well as these Policies and the Season Ticket Purchase Terms and Conditions:

“Account” shall mean the data and information Sounders FC shall keep on file in its customer service system to easily identify, communicate and process transactions related to the purchase of Tickets. All information requested is voluntary unless otherwise stated. The Account stored by Sounders FC is separate and distinct from that which is generated, created, managed, and secured by Sounders FC’s third party ticket provider (“Ticket Agent”) which may include the storage of credit card information, and which is solely and exclusively managed by Ticket Agent Ticket Agent and its terms and conditions of use, which are provided to Sounders FC Ticket Purchasers by Ticket Agent Ticket Agent through their system.

“Account Holder” shall mean that individual who was an Original Purchaser or has otherwise voluntarily provided information to Sounders FC and/or its Ticket Agent) in order to purchase or manage a ticket related online profile with Sounders FC. Sounders FC does not store credit card numbers in its Account Holder database, however may store the last four digits of the most recently used credit card by the Account Holder for verification purposes only. All information provided to Sounders FC by an Account Holder is used and secured subject to the MLS League Policies governing Data Privacy and Data Protection (<http://www.mlssoccer.com/privacy-policy>). Sounders FC does not solicit or intend to store any information for children under the age of thirteen (13) in compliance with COPPA and other state and local law as part of its Ticket process or in Account Holder Accounts.

“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 Sounders FC or Major League Soccer (“MLS”) or United Soccer Leagues (“USL”) or other Event (as that term is defined below) Promoter’s (as that term is defined below) control such as, acts of God (fire, flood, storms, hurricane, earthquakes, tornadoes, etc.), acts of terrorism or 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 Sounders FC regular season, playoff, exhibition, international friendly, or any other competition-- hosted by Sounders FC on behalf of or in partnership with any organizing entity, including Major League Soccer, United Soccer Leagues, US Soccer Federation, CONCACAF, or FIFA or their agents, subsidiaries, and designees (collectively “Promoter”)—match, or group of matches where a ticket is required for entry.

“Mobile Ticketing” shall mean the purchase, use, receipt, maintenance or management of any Ticket via the official Sounders FC Mobile Application, including the use of features commonly referred to as a “passbook” or “wallet” on a mobile device, the Ticket Agent mobile application, or other approved digital methods to access and manage tickets. An Account Holder will be able to access a Mobile version of their Account profile through the Mobile Ticketing platform.

“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 Sounders FC.

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“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 Sounders FC, the ticket box office located at Century Link Field and its licensed ticket distributor, Ticket Agent.™ Original Purchaser does not include a Ticket Broker or a purchase from a Ticket Broker (as that term is defined below).

“Refund” shall mean a return of the full face value amount of the Event ticket price, not including service fees associated with the original charge or the refund, 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 Sounders FC 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 Sounders FC or Major League Soccer.

“Season Ticket Member” shall have the meaning defined in the Season Ticket Terms and Conditions.

“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 Sounders FC season, as designated in advance by Sounders FC and as more specifically defined in the Season Ticket Terms and Conditions.

“Sounders FC Account” or shall mean the information and data provided by an Original Purchaser for the purchase of any Tickets online or over the phone associated with that purchasers email address. Sounders FC Accounts store personally identifiable information in accordance with the MLS data privacy and protection policies (defined herein), and which include the last four digits plus expiration of the credit card used for purchase.

“Secondary Purchaser” shall mean any individual or entity who is not an Original Purchaser who purchases a ticket or tickets for an Event or Events from an Original Purchaser, a ticket reseller or other vendor in the secondary ticket market, or who receives a ticket or tickets for an Event or Events by transfer from the Original Purchaser by any means.

“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 have the meaning set forth below.

“Ticket Holder” shall mean any individual who possesses a valid, unused ticket in any format, including a digital or printed copy displaying a barcode which is capable of scan, for an Event. All Ticket Holders agree to be bound by the terms of the Fan Code of Conduct for MLS, USL, Promoter and Century Link Field 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 Sounders FC, 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. As a condition of entry into any Event venue, the venue manager may require any Ticket Holder to undergo security screening, including the designation of prohibited items and or restricting the size and type of bags and acceptable personal property to be brought into the venue.

“Ticket Transfer” shall mean the digital forwarding, distribution, transfer or sale of an Event ticket or tickets to any person via the official Sounders FC Mobile Application, Ticket Agent Account Manager, or any other third party platform., whom is not the Original Purchaser

3. **General Terms.** All sales are final. All Original Purchasers must review and confirm their selections before submitting. Once submitted all Original Purchasers shall be obligated to pay the full price for all ticket selections appearing on their invoice.
4. **Governing Law.** By submitting selections for purchase, Original Purchaser acknowledges and agrees that these Policies and Conditions and all aspects of the relationship between Sounders FC and Original Purchaser regarding the acquisition, use and repurchase of a revocable ticket license shall be governed by the laws of the State of Washington, without regard to conflict of laws, and jurisdiction shall be situate in King County, Washington.

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5. **Stadium Security and Entrance Requirements.** All Ticket Holders acknowledge and agree that CenturyLink Field, Starfire Sports, MLS, USL, and Sounders FC may at any time change, alter, or amend security screening, ingress and egress and other safety and security policies, including the size, shape, and type of bags allowed inside and any items prohibited from any or all Events. For a current list of all prohibited items and for the then current bag and security policy please visit [www.SoundersFC.com](http://www.SoundersFC.com) and/or the CenturyLink Field visitors page.
6. **League Ticket Policies.** Sounders FC ticket policies and these Policies may be amended from time to time in order to comply with MLS, USL, and/or Promoter rules regarding ticket purchases (collectively "League Rules"). If at any time League Rules related to ticket purchases conflict with Sounders FC ticketing policies and/or these Policies, then League Rules shall be controlling.
7. **Original Purchaser Data.** In exchange for the purchase of any tickets for any Event, all Original Purchasers agree to provide Sounders FC with complete and accurate information that shall be up to date at the time of purchase and as may be stored in their Account by Sounders FC as defined above. All Original Purchasers are solely responsible for updating that information and ensuring that it remains current and accurate. Sounders FC is not responsible for inaccurate data that delays or prevents an individual or entity from purchasing tickets to an Event or Events. Sounders FC reserves the right to collect, store and use any information provided by the Original Purchaser to Sounders FC or Ticket Agent (in accordance with Ticket Agent, MLS, USL, and Promoter terms of use and for data security and privacy) for purposes of notifying Original Purchasers of Event Reschedules, Cancellations, and distributing other Event and Sounders FC marketing, promotions and sponsor 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, contained within each communication. Sounders FC may be required to share your personal and non-personal information pursuant to judicial or governmental subpoenas, warrants or orders. In addition, Sounders FC, its Ticket Agent, MLS, USL or Promoter reserve the right to use, disclose or share your personal and non-personal information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person or as required by law. Any attempt to misrepresent or mislead Sounders FC or to provide fraudulent information may result in an immediate revocation of all ticket licenses associated with the account.
8. **Ticket Holder Personality Release.** The Original Purchaser and any Ticket Holder hereby grants to Sounders FC, Century Link Field, First & Goal, and Major League Soccer, LLC, United Soccer Leagues LLC, Promoters entities and their assignees or designees ("Rights Owners") irrevocable permission in perpetuity and on behalf of his or her minor children or wards to use his or her or their photograph, video or audio recording, voice or likeness, to the extent captured during any Event and related activities including Soccer Celebration, March to the Match, promotional activities, pre-match/in-match/post-match experiences and all other in-Stadium activities, including any broadcast thereof, in whole or in part, including any derivatives thereof, in any media now in use or hereafter created, for any purpose whatsoever, including commercial purposes of Sounders FC, Century Link Field or MLS, USL or Promoter and their licenses, sponsors, promoters, advertisers and broadcasters. Parents or guardians can revoke this license to use the likeness, voice, photograph or audio or video recording of their minor children or legal dependents, provided that they do so in writing to Sounders FC, Attn: Minor Personality Rights, 159 South Jackson, Suite 200, Seattle, Washington 98104, specifying the incidence of use for which permission is revoked, and with sufficient identification and contact information to provide Sounders FC an opportunity to reasonably comply with the request and certify that compliance.
7. **Ticket Holder Release/Hold Harmless.** The Original Purchaser and any Ticket Holder hereby releases, discharges and agrees to hold harmless the Sounders FC, CenturyLink Field, Starfire Sports Complex, First & Goal, Inc., MLS, USL and the owners, managers, employees, agents, officers, successors, and contractors of each from and against any and all liability or claims, damages, injuries 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 Sounders FC, MLS, USL, Promoter, 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, local, state or federal ordinances and laws, or any and all security measures at the sole and exclusive discretion of each. Any Ticker Holder deemed to not be in compliance with such security measures shall be required to present a valid form of identification upon request. Ticket Holder assumes all risks incident to the

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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. THE TICKET HOLDER ASSUMES ALL RISK AND DANGERS INCIDENTAL TO THE GAME OF SOCCER INCLUDING SPECIFICALLY (BUT NOT EXCLUSIVELY) THE DANGER OF BEING INJURED BY KICKED THROWN, OR DEFLECTED BALLS, WHICH LEAVE THE FIELD OF PLAY. CERTAIN SEAT LOCATIONS IN THE FRONT ROWS OF SECTIONS OR SITUATED ON OR NEAR TO FIELD LEVEL MAY EXPERIENCE MORE INCIDENTS OF BALLS OR PLAYERS LEAVING THE FIELD OF PLAY AND ENTERING FAN SECTIONS. It is expressly agreed by Ticket Holder that this is a known and assumed risk attendant to the Event(s) which has been expressly accepted by Ticket Holder.

- 8. Single Match Ticket Resale, Transfer, and Donation Policy.** Sounders FC is only responsible for initial ticket(s) distributed to Original Purchaser. Any and all fraudulent resales, double distributions, and invalid copies of barcodes presented through third-party applications, screenshots or non-Ticket Agent generated print outs of tickets are invalid for entry and may be refused by Sounders FC or rejected at the point of entry and ticket scan for an Event. Each Ticket Transfer or sale of a ticket through Sounders FC.com, Ticket Agent, and certain other third party secondary market sellers will generate a new, unique barcode associated with that ticket for that Event, invalidating any previously issued ticket barcode for the same seat(s). By instructing Sounders FC or Ticket Agent to forward, distribute, transfer or sell a ticket, you authorize Ticket Agent and Sounders FC to issue to the recipient a valid ticket complete with full rights due and owing to any valid Ticket Holder and to cancel and invalidate any ticket previously issued for the same seat at the same Event. Misuse of the transfer, resell, or forwarding features for all tickets may result in a revocation of your revocable ticket license. In addition, purposefully misrepresenting any seat location information by any Original Purchaser or Ticket Holder, through any platform may result in the revocation of the revocable ticket license for any future matches purchased by the same Account Holder. In addition, purposefully misrepresenting any seat location information by any Original Purchaser or Ticket Holder, through any platform may result in the revocation of the revocable ticket license for any future matches purchased by the same Account Holder. Sounders FC is not responsible for a misleading or purposely misrepresented seat location that is purchased on the secondary ticket resale market. Original Purchasers who are unable to use, resell or transfer their seats for any Event may donate their match tickets to Sounders FC community partners through [www.SoundersFC.com/community](http://www.SoundersFC.com/community).
- 9. Policy for Children.** All children who have celebrated their third birthday are required to have a ticket to gain admittance to a Sounders FC match. Children under three years of age are not required to have a ticket, but are not guaranteed their own seat. Children whom are at least 16 years of age or older as of the date of the first match of the then-current regular season may have a Season Ticket transferred into his or her name pursuant to the terms and conditions regarding transfer of tickets.
- 10. No Right to Transmit.** The Ticket Holder will not transmit or aid in transmitting any photograph, video or audio recording, account or description (whether text, data or visual) in any media now or hereafter existing of all or any part of the Events, except as permitted for personal use.
- 11. Event Reschedule; Remedies.** Should any Event or Events be rescheduled for any reason, any valid, unused, issued ticket shall either be honored for the new Event date, time, location and/or opponent or the ticket shall be re-issued by Sounders FC to the Original Purchaser for the new Event date, time, location and/or opponent, at Sounders FC's exclusive discretion and control. No ticket for a Rescheduled Event shall be eligible for a Refund. All Ticket Purchasers shall automatically have the new Event date, time, location and/or opponent loaded into their Account, Ticket Agent Account Manager, or to their Mobile Ticketing stored ticket in the Seattle Sounders FC Mobile Application or their device's "passbook" or "wallet" feature as the case may be. Should Sounders FC determine, in its sole and exclusive discretion, to reissue tickets for the Rescheduled Event, all reissued tickets will be sent to the address on file for the Original Purchaser, for all seats associated with that Account. Sounders FC is not responsible for shipping, forwarding or otherwise distributing reissued tickets to Secondary Purchasers or recipients of a Ticket Transfer who would not automatically receive these updates.
- 12. Automatic Renewal/Pay As We Play.** Original Purchasers of season tickets who have selected Automatic Renewal and/or Pay As We Play shall automatically purchase the same seats in their Account for optional, add-on or renewal purchases that may arise during the current season. These include season tickets, series tickets (for a specific set of

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non-league matches as designated by Sounders FC), competition tickets (CONCACAF Champions League or US Open Cup), and MLS or USL playoff tickets (except for MLS Cup). Unless and until such time as these Policies are amended and replaced, they shall govern all purchases arising under Automatic Renewal and/or Pay As We Play.

- 13. 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 value of the ticket price paid, not including service fees charged at the original point of sale or in connection with the Refund, which shall process within thirty (30) days of the date of notice of cancellation by Sounders FC **to 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 value of the amount paid to be applied to a replacement Event or Events within the same season, at Sounders FC 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 value of the ticket price paid not including service fees charged at the original point of sale or in connection with the Refund, which shall be processed within thirty (30) days of the date of notice of cancellation and non-replacement by Sounders FC **to the original form of payment.** Secondary Purchasers shall have no right to receive a Refund or credit for any cancelled matches from Sounders FC, and Sounders FC shall have no obligation whatsoever to Secondary Purchasers for a Cancelled Event.
- 14. Ticket Brokers.** At any time in Sounders FC's exclusive discretion and control, it is determined that any Original Purchaser purchases any tickets on a Season Ticket, Mini-Plan or Single Ticket basis, with the intent to resell those tickets, Sounders FC may suspend the Original Purchaser, revoke any outstanding unused tickets and prevent him/her from purchasing any new tickets in the future. Any Original Purchaser who attempts by act, actions or effect to contravene these Ticket Policies and Conditions, this paragraph, or whom purposefully supplies false or misleading information to Sounders FC which tends to disguise the purchaser's identity, may have his/her account **immediately suspended and all unused tickets revoked, without Refund.** Sounders FC 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). Sounders FC 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. This provision shall not effect the bonafide Ticket Transfers conducted by any Original Purchaser. All Tickets sold by a Ticket Broker shall remain subject to these Policies.

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9. **Ticket Purchases.** All tickets, entry and access to Events including all Season Ticket Purchases shall be governed by the Seattle Sounders FC Ticket Policies (“Policies”). All Definitions and provisions of the Policies shall apply to all Season Tickets and their Original Purchasers, and all Ticket Holders. Sounders FC reserves the right to change ticket Policies at any time.
10. **Season Tickets.** A “Season Ticket” package shall include tickets to all Events which are designated by Sounders FC, annually as part of the series of matches constituting the regular season, excluding playoff matches and other non-MLS matches. All MLS playoff matches and additional Events which are not designated as part of the Season Ticket package will be made available for purchase at an additional cost. All Original Purchasers of a Season Ticket package and any individual designated by that Original Purchaser to access and manage a season ticket for one or more seats for all Events shall be a Season Ticket Member. Any individual seat purchased as a Season Ticket may be designated for another individual whom is at least 16 years of age as of the date of the first regular season match in the season. However, only the Original Purchaser of a Season Ticket package shall be provided all of the rights subject to the license and as contained in the Policies and elsewhere in these Season Ticket Terms and Conditions. Season Tickets shall be issued in one or more formats valid for entry at Sounders FC’s exclusive discretion and control. All Season Ticket Account Holders shall be able to access and manage their tickets electronically through the Official Sounders FC ticketing partner account interface (“Account Manager”), request a MatchPass magnetic strip card which may be scanned for entry at all Events and/or print a PDF image of each ticket for each Event.
11. **General Terms.** All sales are final. All Original Purchasers must review and confirm their selections before submitting. Once submitted all Original Purchasers shall be obligated to pay the full price for all ticket selections appearing on their invoice, and if Original Purchaser has adopted “Renew For Life” and/or “Pay as we Play” for any subsequent invoice generated pursuant to one of those programs Original Purchasers who have opted in to the Sounders Til I Die/Renew For Life program (“Automatic Renewal”), shall automatically have all information and data carried forward from the 2017 season, unless Original Purchaser changes any such information or data during the renewal process. Upon accepting the annual invoice, **the renewal will be submitted and Account Holder’s card will be charged for the sale as of the first day immediately following the end of the Renewal Period** (as defined herein). Beginning with the 2018 season, all Original Purchasers of Season Tickets shall be automatically enrolled in Automatic Renewal for the 2019 season renewal and beyond, unless otherwise opting out.
12. **Data and Privacy.** All purchases of Season Tickets shall be subject to Major League Soccer Data Privacy and Security Policy (<http://www.mlssoccer.com/privacy-policy>). In addition, by accepting his or her season ticket invoice during the Renewal Period, Original Purchaser authorizes Sounders FC to use information contained in Account Manager for the purpose of contacting Original Purchaser with respect to his or her account, to provide special offers, to ask for feedback, to promote Sounders FC partners and programs and for any other commercial reason. Original Purchaser further authorizes Sounders FC to share personal and non-personal information with Sounders FC’s third party ticket vendor or vendors for the purpose of servicing Original Purchaser’s account. Sounders FC may additionally use non-personal and non-personally identifiable information of a biographic or demographic nature as pooled with the same or similar data from other Season Ticket Members for purpose of analysis, to improve the service, systems and products offered by Sounders FC. By purchasing Season Tickets, Original Purchaser opts in to receive promotional emails from Sounders FC and Major League Soccer, LLC, which may include the

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promotion of partner products or services, unless Original Purchaser subsequently opts-out of receiving such emails by following the information contained therein.

- 13. Policy for Children.** All children who have celebrated their third birthday are required to have a ticket to gain admittance to a Sounders FC match. Children under three years of age are not required to have a ticket, but are not guaranteed their own seat. Children who are at least 16 years of age or older as of the date of the first match of the then-current regular season may have a Season Ticket transferred and/or designated into his or her name pursuant to the terms and conditions regarding transfer and/or designation of tickets.
- 14. Event Reschedule; Remedies.** Should any Event or Events be rescheduled for any reason, all valid, unused, issued tickets for the Event(s) shall either be honored for the new Event date, time, location and/or opponent or the ticket shall be re-issued by Sounders FC to the Original Purchaser for the new Event date, time, location and/or opponent, at Sounders FC's exclusive discretion and control. No ticket for a Rescheduled Event shall be eligible for a Refund. All Ticket Purchasers shall automatically have the new Event date, time, location and/or opponent loaded into their Account Manager, and (if applicable) to their stored ticket in the Seattle Sounders FC Mobile Application and/or their device's "passbook" or "wallet" feature as the case may be.
- 15. Cancellation and Remedies.** Should an Event be Cancelled and not Rescheduled, an Original Purchaser of a Season Ticket Purchase shall be entitled to a credit in the amount of the full face value of the Season 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. Sounders FC 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 new invoice balance for a Season Ticket Purchase for the following season, unless a Refund is requested within the notice period designated by Sounders FC. 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, not including service fees charged at the original point of sale or in connection with the Refund, which shall be refunded within thirty (30) days of such election to the original form of payment.
- 16. Select and Premier Club Food Packages.** Sounders FC may make available on an annual basis for all or some Season Ticket Members pre-purchased food packages which shall be made available for the matches and at the levels annually designated by Sounders FC ("Food Packages"). When made available, Season Ticket Purchasers may have the option to purchase Food Packages in full for the entire upcoming season only, payable as a separate line item charge on the Season Ticket Purchase invoice. If Original Purchaser has elected to pay their Season Ticket Purchase in installments, all elected Food Packages shall likewise be due and payable in the same number of installments on the same schedule. Season Ticket Purchasers who have opted-in for Automatic shall have the option to amend their annual account invoice during the Renewal Period (as that term is defined below) to select Food Packages. All newly purchased Food Packages (those purchased by an Original Purchaser for the first time in the current Renewal Process) are subject to availability and will not be confirmed by Sounders FC until the end of the Renewal Period and are not guaranteed until such Food Package is paid in full. Each Food Package shall be charged per-person, per-season. Sounders FC reserves the right to issue separate Food Package passes/vouchers/tickets or encode the access data for Food Packages on the same format for Season Tickets. Each pass, regardless of format shall be eligible for one use per match. Any purchased but unused passes shall not be refunded, and shall expire at the conclusion of food service for that match. Season Ticket Members who purchase a Food Package shall present, redeem, scan and/or surrender the

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pass/voucher/ticket upon request at the time of entry. Each pass shall only permit one person entry into the dining areas. Sounders FC makes no warranty that any Food Package offered or food served shall accommodate all dietary needs or restrictions. Sounders FC does not guarantee the availability of any specific food items, and Original Purchaser acknowledges that menu and offerings may change at any time without notice. All Food Package purchasers further release and hold harmless Sounders FC, together with its employees, owners, and officers from and against any liability, damage, claim, harm arising from food borne illness, allergic reaction or other illness as a result of consuming food items pursuant to the purchase of Food Packages.

- 17. Parking.** Sounders FC may make available on an annual basis for all or some Season Ticket Members pre-purchased season long parking passes for specific locations for all home matches played at CenturyLink Field. When made available, Season Ticket Purchasers must purchase the entire season, which shall be payable in installments in addition to the purchase of Event tickets and food packages, if any. Parking passes are single use for the specified Event, and unused passes shall not be Refunded and shall be void at the conclusion of the Event for which they are issued. In addition, all parking passes constitute separate revocable licenses and all individuals parking vehicles pursuant to an Sounders FC issued pass agree to be bound by the parking operator terms and conditions. Further, Sounders FC shall assume no liability for any damage to person or property as a result of parking in any garage or parking lot pursuant to a parking pass. Tailgating is no permitted except where specifically designated. Sounders FC and its agents and assigns reserve the right to implement additional, temporary or permanent additional security and safety screening procedures and restrictions at any time, with or without notice. Height and vehicle size restrictions may apply and Sounders FC makes no warranty, express or implied regarding the suitability of any vehicle for parking in any lot or garage for which a parking pass may be sold by Sounders FC.
- 15. Renewals.** All Season Ticket Members, whose accounts are in good standing, and provided that Original Purchaser and all Ticket Holders have materially complied with the Policies and these Terms and Conditions, and subject to removal/replacement and/or relocation of seats by CenturyLink Field and/or Starfire Sports which are beyond Sounders FC's control, shall have the right of first refusal to retain and repurchase the license for their same seat(s) location for the next league season through Sounders FC's annual renewal process ("Renewal Process"). In order to retain and repurchase both the location and number of seats, all renewals must be completed during the period of time designated annually by Sounders FC, at its exclusive discretion, which shall be communicated to Season Ticket Purchaser in advance and shall be no less than two weeks ("Renewal Period"). The Renewal Process shall include all procedures, processes, information requests and updates designated by Sounders FC in order to repurchase the same seats, together with all activities, elections, confirmations, selections, communications and transactions which arise during the Renewal Period. Season Ticket Purchaser is responsible for maintaining accurate and up to date email and mailing addresses with Sounders FC and through their Sounders FC Account Manager. Renewals will not be completed unless and until all requested information is provided by the Season Ticket Member. Any renewals not completed during the Renewal Process may result in tickets for all seats to be returned to the general ticket inventory that can be sold by Sounders FC through any channel. No Account which has been determined to be a Ticket Broker shall be eligible for the Renewal Process. 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, including any additional selected options, including but not limited to parking and food and beverage. Additionally, for any Season Ticket Purchase conducted on an installment basis a current, unexpired and authorized credit card must be kept on file with Sounders FC. No Season Tickets shall be issued until the entire outstanding invoice is paid in full by the Original Purchaser, which includes the payment of and receipt by Sounders FC of all installments. Original Purchaser shall be responsible for any and all fees incurred by Sounders FC for insufficient funds, suspended or terminated

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charges, or any other transaction fees. Original Purchaser warrants that he or she authorizes charges on the card he or she has previously provided and/or provides through the Renewal Process and he or she has all right, title and authority to so authorize any and all such charges. By electing an installment payment plan in the Renewal Process, you give Sounders FC permission to automatically charge the credit card on file with the then current installment amount due, on the dates identified during the Renewal Process and in your Sounders FC Account Manager. **By electing an installment payment plan, pursuant to Section 205.10(d) of the Electronic Fund Transfer Act (EFTA), Original Purchaser of Season Tickets or Mini-Plan and any individual opting in for Pay-As-We-Play hereby authorizes Sounders FC to charge him or her the full value of the Ticket Purchase price, plus the cost of parking or food and beverage passes, if any are selected, in the number of installments selected by him or her as indicated on the Season Ticket invoice provided during the Renewal Process or other invoice for Pay-As-We-Play matches and accepted by Original Purchaser or as invoiced and accepted prior to purchase to a Mini Plan Purchaser; and further waives the right to receive any additional notice of such preauthorized charge(s); and further authorizes Sounders FC to charge his or her account at a variable amount dependent upon the number and class of seats purchased, the number of installments (between 1 and 6) selected and whether or not the Purchaser has added Food Packages and/or a Parking Pass(es) to their purchase.** Specifically, the Original Purchaser authorizes Sounders FC to charge all amounts which in the aggregate represent the total cost of tickets and Food Packages and/or Parking Passes, if any, divisible by the number of installments selected, which shall not exceed a per installment amount up to \$900.00 per Ticket, \$300.50 per Parking Pass, and \$900.00 per Food Package without further notice to Original Purchaser.

16. **Terms and Conditions of Season Ticket Member Renewal.** All renewals, whether conducted over the phone, in the mail, in person or through an electronic interface shall be subject to these same Terms and Conditions. No renewal shall be considered complete without an attestation by the Season Ticket Purchaser that they agree to be bound by all Policies and Terms and Conditions governing all Ticket Purchases and Season Ticket Purchases. For any Original Purchaser who has opted in to Automatic Renewal, final acceptance of your invoice by making any change(s) **or no change(s)** thereto shall be considered an attestation to the annual Policies and Terms and Conditions.
17. **Temporary or Permanent Demise of Seat Location.** In certain circumstances it may become necessary for CenturyLink Field and/or Starfire Sports to undertake construction, improvements and maintenance which may render a Season Ticket Holder's usual, customary and historic seat locations temporarily or permanently removed or relocated ("Demised Seats"). Sounders FC shall make all reasonable effort to offer any Season Ticket Member who may need to relocate due to Demised Seats the same or most similar ticket available, in the same ticket price code, where available. There is no guarantee that Season Ticket member will be able to sit in the same section, row or part of the stadium. However, in the event of any such permanently Demised Seats, Sounders FC will communicate directly with the Original Purchaser to identify a new seat location during the Renewal Process. Additional inventory may be available during the normal period for Seat Relocation (as defined below), and all renewed season tickets (even if relocated due to Demised Seats) shall continue to be eligible for Seat Relocation.
18. **Seat Relocation/Additional Seats.** At the conclusion of the Renewal Period, all renewed accounts shall automatically be entered in and have the first opportunity to move their seat(s) to any open inventory before that inventory is made available to new purchasers ("Seat Relocation"). During the Seat Relocation period, which will be communicated to all renewed accounts, Original Purchaser may relocate any or all of his or her seats to another section, row or price level of tickets. Upon electing relocation, Original Purchaser shall be required to pay the price of the ticket(s) for their new seat(s) location. The difference between the price of the old seats and relocated seats shall be due and payable and/or refunded upon confirmation of the seat relocation, as the case may be, and paid in the same number of installments

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selected or accepted during the Renewal Process. Priority in selecting Seat Relocation shall be based upon how long an Account Holder has held his/her Account (must be consecutive seasons with season tickets on the Account). Original Purchasers who are entitled to receive Legacy Pricing shall be charged the Legacy Pricing rate in their relocated seat(s) locations. During the Seat Relocation period, Season Ticket Purchasers may also be offered the opportunity to purchase additional seats.

- 19. Automatic Renewal.** Sounders FC allows Season Ticket Purchasers to elect an “Automatic Renewal” of their season tickets, which allows Season Ticket Members to automatically retain and repurchase their same seat location(s), subject to the temporary or permanent removal or relocation of any or all seats by CenturyLink Field and/or Starfire Sports, which is outside the control of Sounders FC. The demise of any seats will be communicated to the Original Purchaser before or during the Renewal Process, and Sounders FC shall provide the available options to Season Ticket Purchaser. In no event, shall a Season Ticket Purchaser be entitled to receive a higher price level of tickets for the same price level as the demised seat(s), but may be offered the opportunity to purchase seats in a higher price level. The right to Legacy Pricing as defined below shall continue, even in the event of such Seat Demise. Any Season Ticket Member who opted in to Automatic Renewal during the previous season shall have their Season Tickets processed on the same terms (same seats, same food and beverage and parking elections and same number of installments) on the first date after the close of the Renewal Period as indicated on their Season Ticket Purchase invoice, provided that their account contains current, valid and unexpired information and the Original Purchaser, all Ticket Holders and the Season Ticket Member have otherwise conformed to these Terms. Season Ticket Purchasers opting in to Automatic Renewal will receive notice of the first date and duration of the Renewal Period at least two weeks in advance. By opting into Automatic Renewal, Original Purchaser authorizes Sounders FC to charge his or her credit card which is stored in the Account Manager account with the first installment as of the first day following the end of the Renewal Period. All Automatic Renewal Account Holders shall automatically default to the then longest available payment plan for processing the full amount of the invoice on Account Holder’s file. Any difference from these default installment payment terms must be selected by Original Purchaser during the Renewal Period. Those opting into Automatic Renewal shall be able to access their invoice, request the addition of parking, request additional seats during the Renewal Process. Changes to an Automatic Renewal invoice for the addition of parking or Food Packages may not be reflected in the first installment charged by Sounders FC at the conclusion of the Renewal Period, unless those add-ons are confirmed by Sounders FC during the Renewal Process. All Season Ticket Purchasers shall automatically be included in the seat relocation process, notified by email for their appointment time. All changes to Automatic Renewal election, including opting-out of the Automatic Renewal program must be made during the Renewal Period. Original Purchaser further authorizes Sounders FC (without notice to you) to collect the applicable subscription fee and any taxes associated with using any credit or debit card saved in the payment profile section of a Sounders FC Season Ticket Member account page and/or Account Manager.
- 20. Season Ticket Sharing and Revocation.** Ticket Sharing allows an Original Purchaser of season tickets to share one or more of their tickets in any form, for the entire season through the Original Purchaser’s Sounders FC Season Ticket Member Account interface (including the Sounders FC Mobile Application) and/or Account Manager. Once so designating and sharing a ticket with another individual, that recipient is granted full rights to entry and to manage the ticket(s) shared as a Season Ticket Member. However, Original Purchaser shall retain all rights to direct management, including the revocation of a designation or assignment of each single Season Ticket associated with their Sounders FC Account. Sounders FC will process an Original Purchaser’s revocation of shared rights upon request to Original Purchaser’s Sounders FC customer service representative. Any tickets shared via Sounders FC’s Mobile Ticketing platform utilizing the mobile device’s wallet, passbook or the like will require the issuance of new barcodes for the remaining matches in the then-current season. Ticket transfer and designation may not carry over to the

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following season. No ticket can be permanently shared with a child under the age of 16. Sharing or Season Tickets under this paragraph on a season basis does not entitle the recipient designee to direct any management of the Account during the Renewal Process. In the event that an Original Purchaser wishes to permanently transfer one or more tickets to such recipient designee, such transfer may only occur during the Renewal Process and must be confirmed in writing by the Original Purchaser prior to confirmation and transfer by Sounders FC.

**21. Pay As We Play Program.** All Season Ticket Purchasers, in good standing, may opt into the Pay As We Play program ("Pay/Play Program"). Once selected, Season Ticket Purchaser shall automatically be enrolled to purchase any tickets for any Events which fall outside the designated season ticket package and which may include one or more rounds of competition depending upon team performance. By opting in, Season Ticket Purchaser authorizes Sounders FC to charge his or her card on file with Account Manager for the same seats held for the then-current season for any and all additional competitions that may be played during the 2018 season. **All Season Ticket Purchasers shall be automatically enrolled in the Pay/Play Program for the 2019 season and must opt out at that time. Failing to opt-in to the Pay/Play Program in 2018 means that Sounders FC shall retain any tickets for any of the competitions defined below as part of general single match inventory and sell them on a match by match basis through any channel. All tickets must be paid in full before being issued by Sounders FC.** Specifically included in the Pay/Play Program are:

- a. **Playoff Ticket.** All Season Ticket Purchaser, in good standing, shall have the right of first refusal to purchase Tickets for all MLS or USL home playoff matches to be played for the then current season (hereinafter "Playoff Tickets"), with the exception of MLS Cup. .
- b. **CONCACAF Champions League Matches.** All Season Ticket Purchasers, in good standing, shall have the right of first refusal to purchase Tickets for all CONCACAF Champions League matches to be played for the then current season (hereinafter "CONCACAF Tickets"), which are not otherwise included in the designated season ticket package and which are made available for purchase.
- c. **US Open Cup.** All Season Ticket Purchasers, in good standing, shall have the right of first refusal to purchase Tickets for all US Open Cup matches which are played in CenturyLink Field, during the then-current season and which are not designated in the season ticket package. Season Ticket Purchaser may be given a priority right to purchase, but not a guarantee of purchase of any US Open Cup match played at a venue other than CenturyLink Field.

**22. Verification of Data.** By making any Season Ticket Purchase, the account holder for those tickets warrants that all data and information provided to Sounders FC over the phone, via mail, in person, or through an electronic interface is accurate and correct. All required information must be provided to complete Season Ticket Purchase. This includes data related to credit cards. Sounders FC 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.

**23. Legacy Pricing Rights.** Certain Season Ticket Member Accounts, which originate and have been renewed continuously in the same number of seats since 2009 are eligible for a reduced Season Ticket price ("Legacy Pricing"). Legacy Pricing is not transferrable and is associated only with the specific original Sounders FC Account and Original Purchaser of that Account. Upon transfer or abandonment by an Original Purchaser, the Legacy Pricing benefit will cease. Individuals who have received tickets which have been shared or seats which have been designated by an Original Purchaser are not eligible to receive

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Legacy Pricing upon taking over the Sounders FC Account. Notwithstanding the foregoing, Original Purchasers may transfer their Legacy Pricing Rights to any member of their immediate family, defined as children, siblings, parents, spouses, and domestic partners.

- 24. Club Level and Premium Tickets.** Certain price levels of tickets grant Ticket Holders access to premium areas of the Event venue, including Club Level, and in some cases field access or access to hospitality areas not available except to those with access passes or credentials ("Premium Ticket Holders"). In addition to all other Policies and Terms and Conditions, Premium Ticket Holders agree that under no circumstances shall they permit other individuals who are not Premium Ticket Holders to access the premium areas of the Event venue. Sounders FC and CenturyLink Field and/or Starfire Sports reserves the right at any time to change, alter or amend any and all policies related to access to, ingress/egress and behavior within Premium Ticket Holder areas, including as may arise on an Event by Event basis. Sounders FC makes no guarantee that all amenities in Premium Ticket Holder areas will be the same for every Event.