

2020 SEATTLE SOUNDERS FC TICKET PURCHASE TERMS

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 (as defined below), 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, Alliance Members, and where applicable, to Secondary Purchasers as well as these Policies and the Alliance Member Ticket Purchase Terms and Conditions:

“Account” shall mean the stored data and information provided by an individual (“Account Holder”) whom is an Original Purchaser (as defined below) for the purchase of any Tickets online or over the phone. Sounders FC shall keep some or all of this information on file in its customer service system to easily identify, communicate and process transactions related to the purchase of Tickets. This information may include name, birthdate, address, phone number, email, account number and current transaction information and information which is otherwise known as Personally Identifiable Information, biographical or qualitative information, records of customer service inquiries, past transactions and invoices, the last four digits of the valid credit card on file for identification and verification purposes only, and any and all other information provided voluntarily by Account Holder or as required by Sounders FC or Ticket Agent to maintain an active Account in good standing (collectively “Account Data”). All non-required information requested by Sounders FC or Ticket Agent is provided by Original Purchaser on a voluntary basis. The Account stored by Sounders FC is separate and distinct from that which may be generated, created, managed, and secured by Sounders FC’s third party ticket provider (“Ticket Agent”). Account Data may be separately stored by Ticket Agent together with additional information, including as may be required by Ticket Agent a valid and unexpired credit card number, and which is solely and exclusively managed by Ticket Agent and used, stored and managed in accordance with its own privacy policy and terms and conditions as provided by Ticket Agent through its ticketing system. Sounders FC does not store credit card numbers in its Account Data, however may store the last four digits of the most recently used credit card by the Account Holder for verification purposes only.

“Account Manager” shall mean the online/website based portal provided by Sounders FC and Ticket Agent which may contain some or all of the Account Data together with other Account Holder information, and which serves as the primary portal for Account Holders, Alliance Members, and Original Purchasers to access, manage, resell, and transfer their Tickets to Events, including the review of invoices and addition of or editing of required Account information.

“Alliance Member” shall have the meaning defined in the Sounders FC Alliance Member Ticket Terms and Conditions, which incorporate these Ticket Policies by reference.

“Event 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

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League Soccer (“MLS”) 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, 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.

“Facility/Facilities” shall mean all locations where a Ticket to an Event is offered for sale by Sounders FC, including primarily CenturyLink Field located in Seattle, Washington which is managed and operated by First and Goal, Inc. on behalf of the Washington State Public Stadium Authority, but may include additional venues on an Event by Event basis.

“Mobile Ticketing” shall mean the purchase, use, receipt, maintenance or management of any Ticket via the official Sounders FC Mobile Application, the official mobile application of Ticket Agent, and specifically including the use of features commonly referred to as a “passbook” or “wallet” on a mobile device, , or other approved digital methods to access and manage tickets. An Account Holder may be provided to access a Mobile version of their Account profile through a Mobile Ticketing platform. Access to Mobile Ticketing may require opting-in to certain tracking features or location services or notification services and separate data privacy policies. Sounders FC is not obligated to provide Mobile Ticketing to any Account Holder.

“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.

“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 or through its Ticket Agent on a primary purchase basis only. Original Purchaser does not include a Ticket Broker or a purchase from a Ticket Broker (as that term is defined below).

“Privacy Policy” All Account Data stored by Sounders FC shall be 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.

“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 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

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in advance by Sounders FC and as more specifically defined in the Alliance Member Ticket Terms and Conditions.

“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 other venue 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 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 forwarding, distribution, transfer or sale of an Event Ticket or Tickets to any person, whom is an Original Purchaser, in any format, including via their Account Manager or Mobile Ticketing platform, where they are authorized to access those Tickets, or via any other third party platform, to another individual whom is not the Original Purchaser or from a Secondary Purchaser to another Secondary Purchaser.

3. **General Terms.** All sales are final. All Original Purchasers must review and confirm their selections before finalizing their purchase. Once submitted all Original Purchasers shall be obligated to pay the full price for all ticket selections appearing on their invoice, on the payment terms specified, or if available, as selected by Original Purchaser .
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. Ticket Agent may have a different choice of law and jurisdiction imposed upon Original Purchaser which it will make available through its platform.
5. **Stadium Security and Entrance Requirements.** All Ticket Holders acknowledge and agree that CenturyLink Field, Starfire Sports, MLS, US Soccer Federation 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 and/or the CenturyLink Field visitors page.
6. **League Ticket Policies.** Sounders FC ticket Policies may be amended from time to time in order to comply with MLS, and/or Promoter rules regarding ticket purchases (collectively “League Rules”). If at any time

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League Rules related to ticket purchases conflict with Sounders FC ticketing policies and/or these Policies, then League Rules shall be controlling.

- 7. Account Data Use.** In exchange for the purchase of any tickets for any Event, all Original Purchasers agree to provide Sounders FC and/or Ticket Agent with Account Data, comprised of complete and accurate information that shall be up to date at the time of purchase. All Original Purchasers are solely responsible for updating that Account Data 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. Secondary Purchasers may also be required to provide data through the purchase process which by agreement with Sounders FC, Sounders FC may acquire. Any such data acquired through a secondary purchase transaction for any Ticket(s) that is actually received by Sounders FC shall be treated in accordance with this paragraph. Sounders FC reserves the right to collect, store and use any information, including Account Data, provided by the Original Purchaser to Sounders FC or Ticket Agent or by Secondary Purchaser through a purchase process and subsequently provided to Sounders FC (in accordance with the Data Privacy provisions herein, and/or Ticket Agent, and Promoter terms of use and for data security and privacy) for the purpose of notifying a purchaser about the Event, including Event details, directions or Event related information, Event Reschedules, Cancellations, and distributing other communications related to the fulfillment, management and administration of Tickets and Events. By purchasing a Ticket, Original Purchaser, and Secondary Purchaser where their Data has been provided to Sounders FC consistent with this paragraph, also consents to receive promotional emails from Sounders FC, Ticket Agent and/or MLS marketing, promotions and sponsors, 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.** All Ticket Holders hereby grant to Sounders FC, Century Link Field, , Major League Soccer, LLC, Soccer United Marketing LLC ("SUM"), and Promoters' entities and their assignees or designees ("Rights Owners") irrevocable permission in perpetuity and on behalf of their minor children or wards to use 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 of the subject and specific photo, video or audio used and contact information to provide Sounders FC an opportunity to reasonably comply with the request and certify its compliance.
- 7. Ticket Holder Release/Hold Harmless.** Each Ticket Holder hereby releases, discharges and agrees to hold harmless Sounders FC, CenturyLink Field, Starfire Sports Complex, First & Goal, Inc., MLS, SUM and the owners, managers, employees, agents, officers, successors, and contractors of each from and against any

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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, SUM, 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 Ticket 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 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, AND/OR PLAYERS 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 may generate a new, unique barcode associated with that ticket for that Event, which may invalidate 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. 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, or their Account Manager.
- 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 their name pursuant to the terms and conditions regarding transfer of tickets.
- 10. No Right to Transmit.** Ticket Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) any description or account (in any form, whether text, data or visual, and including, without limitation, play-by-play data) of any Event for any commercial, non-personal, purpose. Ticket Holder agrees not to create, transmit, display, distribute, exploit or sell (or aid in

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such activity) any photographs, images, videos, livestreams, audio or other form of display or public performance or reproduction of any portion of any Event (the "Works"). Notwithstanding the foregoing, Ticket Holder agrees that by using at Ticket to enter the Facility, Ticket Holder shall be deemed to have signed this ticket and granted Rights Owners an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. Ticket Holder also grants irrevocable permission to Rights Owners (and their sponsors, licensees, advertisers, broadcasters, designees and agents) to use, publish, edit, and alter Ticket Holder's image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, publication or reproduction of the Event for any purpose without further authorization or compensation and waives all claims and potential claims relating to such use unless prohibited by law.

- 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 but may need to update the pass stored in 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 are automatically enrolled in Automatic Renewal and Pay As We Play. All terms and conditions regarding these enrollments shall be governed by the Sounders FC Alliance Member Ticket Terms and Conditions.
- 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 automatically receive a Refund for the Cancelled match. An Original Purchaser of a Mini-Plan Purchase shall receive a Refund pro-rata for the match that is Cancelled. Neither Single Match Purchases or Mini-Plan Purchases are eligible for credit on account or exchange. 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. Refunds for Season Ticket Original Purchasers and Mini Plan Purchasers shall be governed by the Sounders FC Season Ticket Terms and Conditions.
- 14. Ticket Brokers.** At any time, 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 and is therefore operating, in Sounders FC's exclusive discretion as a "Ticket Broker," Sounders FC may suspend the Original Purchaser Account, suspend or revoke any outstanding unused tickets **without Refund** and prevent them from purchasing any new tickets in the future. Additionally, any Original Purchaser who attempts by act, omission, 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 also be deemed a Ticket Broker and have their 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,

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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.

15. **Sitting and Standing Sections.** Certain sections of the Facility may include fan experiences where fans typically stand for the entirety of the match. Sitting and standing sections are determined by historic experience and Sounders FC shall not provide any indication on any ticket whether a section is sitting or standing, nor does Sounders FC make any warranty that any information with respect to designation of sections as sitting or standing on third party, Ticket Broker, Ticket Agent or other sites are accurate or correct. All Ticket Purchasers are advised to consult with Sounders FC representatives if sitting versus standing is of a concern before purchase. All sales from Sounders FC and Ticket Agent are final.
16. **ADA Compliant Seats.** CenturyLink Field includes disabled seats (wheelchair convertible) and companion seats throughout the Facility at all price levels. Disabled seating and access are fully compliant with the Americans with Disabilities Act (ADA). All ADA rows are non-standing. Please contact Customer Service at Sounders FC to secure ADA seats for one or more Events at 1-877-MLS-GOAL (1-877-657-4625).
17. **Pitch Side Seats and Experience.** Sounders FC may sell Tickets to certain hospitality areas that include premium pitch side seating, or may otherwise provide access to pitch side areas to Ticket Holders in the form of surprise and delight and experiential opportunities. All Ticket Holders who are provided access to pitch side areas at any time are advised that those areas may include uneven or slippery surfaces, walking on turf field and concrete, may include stepping over cables, cords, and other infrastructure, and are uncovered and exposed to all weather elements. Additionally, **ALL TICKET HOLDERS WHO ARE PROVIDED ACCESS TO PITCH SIDE AREAS ASSUME ALL ADDITIONAL RISKS INCLUDING THE RISK OF INJURY TO PERSON OR PROPERTY INCLUDING DEATH, AND SPECIFICALLY BUT NOT LIMITED TO CONCUSSION, WHETHER KNOWN OR UNKNOWN, ASSOCIATED WITH THAT ACCESS, INCLUDING SPECIFICALLY BUT NOT LIMITED TO THE INCIDENCE OF SOCCER BALLS OR PLAYERS LEAVING THE FIELD OF PLAY AND ENTERING THE CURTILEGE SURROUNDING THE FIELD OF PLAY INCLUDING DESIGNATED PITCH SIDE AREAS.**
18. **Group Ticket Purchases.** Sounders FC may make available for one (1) or more Events special group ticket opportunities and pricing ("Group Tickets"). Sounders FC does not warrant that Group Tickets will be available in any specific quantity, section location or Event, and all Group Tickets are subject to inventory availability. Group Ticket leaders who purchase Group Tickets on behalf of a group hereby warrant that they have read these Terms and Conditions and are responsible for communicating all information provided by Sounders FC with respect to the Group Tickets experience to all members of their group, which may include the dispersal of tickets to each group member. All experiences associated with Group Tickets purchases are subject to availability and cancellation due to restricted access to certain portions of the Facility, team schedule changes or other circumstances outside the control of Sounders FC, and may not be replaced. Certain experiences associated with Group Tickets may require the execution of additional releases and waivers of liability and other rights. If so required, Sounders FC shall not be obligated to provide the experience to any member of the group who does not return a completed waiver and release.