

2021 MLS Terms & Conditions

This ticket is a revocable license that only grants the ticketholder a **one-time** entry to the stadium (the "Stadium") and a spectator seat, or standing room, for the specified game (the "Event"). **Dates and times of the Event are subject to change or cancellation.** The holder, on behalf of the holder and any accompanying minors (collectively, the "Holder"), agrees that: admission is contingent on Holder's agreement to the following terms and conditions, those available at www.mlssoccer.com/fan-code-of-conduct, and the MLS Spectator Waiver (collectively, the "Terms"); and by using this ticket to enter the Stadium, Holder is deemed to have read the Terms and agreed to be bound by them. Failure to comply with any of these Terms, shall result in forfeiture of this license and all rights arising hereunder without refund and shall entitle Management to pursue all additional legal remedies available to it. Admission may be refused or withdrawn or Holder ejected at the sole discretion of the Stadium, Major League Soccer, L.L.C. and its affiliates ("MLS") or FC Cincinnati and its affiliates (the "Club" and, collectively with the Stadium and MLS, "Management").

ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY if admission is refused or revoked, or the game is not played for any reason, is a refund of up to the ticket price set by Management (the "Face Value"), unless otherwise provided below. IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET. ANY DISPUTE OR CLAIM RELATED TO, OR ARISING FROM, THIS TICKET SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. HOLDER AND MANAGEMENT EACH AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND EACH WAIVES ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST LEAVE OR NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

Holder and Holder's belongings may be searched upon entering the Stadium, and prohibited items may be confiscated, at the sole discretion of the Management. Holder consents to such searches and waives any and all claims relating to them. If Holder does not consent to such searches, Holder will be denied entry or ejected from the Stadium without refund. Further, Management reserves the right to refuse admission to or eject any person whose conduct, in Management's sole discretion, violates these Terms, any applicable code of conduct, or is otherwise disorderly, without refund. Inappropriate behavior or abusive language may result in ejection (without refund), forfeiture of season ticket privileges, and/or other legal action. Refund to Holder of the Face Value shall automatically terminate Holder's rights hereunder.

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 the Event for any commercial, non-personal, purpose. Holder agrees not to create, transmit, display, distribute, exploit or sell (or aid in such activity) any photographs, images, videos, livestreams, audio or other form of display or public performance or reproduction of any portion of the Event (the "Works"). Notwithstanding the foregoing, Holder agrees that by using this ticket to enter the Stadium, Holder shall be deemed to have signed this ticket and granted MLS an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. Holder also grants irrevocable permission to MLS and the Club (and their sponsors, licensees, advertisers, broadcasters, designees and agents) to use, publish, edit, and alter 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.

HOLDER VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS arising from or relating in any way to the Event, whether occurring before, during, or after the Event, including, without limitation, the risk of contracting a communicable disease or illness (including exposure to a bacteria, virus or other pathogen capable of causing a communicable disease or illness), the risk of physical injury or death, however caused, whether by players, by other people or by objects such as balls entering the spectator area, or otherwise, and the risks of lost, stolen or damaged

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property. Holder hereby waives all claims and potential claims relating to such risks, hazards and dangers.

Management is not responsible for, and may refuse to honor, any duplicate or duplicated, lost, stolen, destroyed or counterfeit tickets. Use of this ticket in violation of any law including, without limitation, the unlawful resale or unlawful attempted resale of this ticket is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund or compensation. This ticket is not redeemable for cash and may not be used for, or in connection with, any commercial or trade purposes including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the Club and MLS.

COVID-19 Health Promise

In order to help mitigate the risk of transmission of the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") and other contagious illnesses, Holder agrees to the following:

Stay-at-home: Holder agrees that neither Holder, nor anyone in Holder's party, will attend any Event if any one or more of the following is true on the day of such Event:

- Within the 14 days prior to the Event, Holder has (or any person in Holder's party or with whom Holder has had close contact has) tested positive for, or been exposed to someone who has tested positive for, COVID-19;
- Within the 48 hours prior to the Event, Holder has (or any person in Holder's party or with whom Holder has close contact has) experienced symptoms of COVID-19 (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the Centers for Disease Control and Prevention or Health Canada, as applicable);
- Within the 14 days prior to the Event, Holder has (or any person in Holder's party or with whom Holder has had close contact has) traveled to any state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19.

Ticket Block/Pod Integrity: To help maintain social distancing guidelines, Holder agrees that Holder will use his or her best efforts to not sell, transfer (if available) or otherwise provide any of Holder's tickets to anyone other than family with whom Holder has been sheltering (or other trusted acquaintances), unless Holder is selling, transferring (if available) or otherwise providing all such tickets (i.e., Holder's full block/pod of tickets) to one party.