



## **LICENSE AND TICKETING TERMS AND CONDITIONS**

**License:** San Diego Wave FC, LLC (the "Club") season ticket accounts (each a "Ticket Account") represent a non-transferable, revocable ticket license (the "License" or "Ticket") offered by the Club, subject to the terms and conditions set forth below and any policies published by the Club, in each case as amended from time to time (the terms and conditions below and any policies published by the Club, in each case as amended from time to time, are collectively referred to as the "Season Ticket Program"). The Club reserves the right at any time, and without prior notice, to modify, amend or supplement the Season Ticket Program. For the purposes of the License, the "Licensee" is the adult individual or legal business entity account holder of record to whom a Ticket Account is registered in accordance with the terms herein. All Tickets shall be issued upon payment in full or upon payment of the then most current and up to date installment of a payment plan approved by the Club, together with any taxes, fees and service charges described therein. Payment by a Licensee to the Club for Tickets or accepting or using Tickets constitutes Licensee's and their transferee's acceptance of the Season Ticket Program. By accepting the Season Ticket Program, Licensee acknowledges and agrees (i) that dates, times, and the location of any match or other event covered hereunder are subject to change or cancellation and (ii) Licensee does not have a reasonable expectation of a guaranteed renewal of the License or to purchase any Tickets, nor any right or privilege, implied or otherwise, to renew the License. All sales are final, and no refunds will be processed. All renewals, whether conducted over the phone, in the mail, in person or through an electronic interface shall be subject to the Season Ticket Program.

**Matches:** The License covers each Ticket Account pursuant to which Licensee is permitted to purchase Tickets for all or a predetermined number of matches as set forth below. The License shall include those matches designated by the Club annually, which currently include all scheduled San Diego Wave FC first team, regular season National Women's Soccer League ("NWSL") home matches ("Included Matches"). By accepting the License, Licensee acknowledges and agrees that it has no expectancy, right, or privilege to any tickets to any other event at any stadium at which the Club plays (the

"Stadium"), including without limitation, concerts, exhibitions, or postseason matches played by San Diego Wave FC or any of its affiliate teams, or any other events held at the Stadium, except as set forth below.

The purchase of tickets for postseason events or other events at the Stadium as set forth below, if offered by the Club, shall be subject to the terms and conditions as set forth, from time to time, by NWSL, the Club or the event/concert promoter, as applicable, published in connection with such subsequent offer. Any opportunity granted by the Club to renew the License or to purchase tickets to postseason events or other events is a privilege revocable, at any time, in the Club's sole and absolute discretion. In addition, your Ticket Account does not guarantee you any particular seating location to any relocated or rescheduled matches, postseason events or other events. All Licensees purchasing regular season plans are subject to relocation for such events. In the event the Club reaches the postseason, the Club will communicate additional postseason location information.

**Pay As We Play Program:** Licensee, in good standing, may have the opportunity to enroll in the Pay As We Play program ("Pay-As-We-Play Program"), which includes the opportunity to purchase tickets for certain matches that fall outside the designated Included Matches and which may include one or more rounds of competition at the Club's discretion, including but not limited to NWSL Playoffs, international club matches, and other similar matches designated by the Club (collectively, the "Pay-As-We-Play Matches").

If Licensee opts into the Pay-As-We-Play Program during the time period communicated by the Club to Licensee each year (the "Opt-In Period"), the Club shall provide Licensee with notice of any match or matches that constitute a Pay-As-We-Play Match once announced publicly. The Club shall further provide Licensee with an invoice for the price of tickets to the Pay-As-We-Play Match(es), including the location and the seat price determined by the Club for such matches.

If Licensee opts in during the Opt-In Period, Licensee authorizes the Club and its ticketing agents to charge their credit card on file or request payment via check, if applicable, on the date set forth in the invoice issued for the applicable Pay-As-We-Play Matches for the full invoice amount in one lump sum (unless a payment plan is offered through the invoice). Not opting in during any Opt-In Period shall release Licensee's tickets for the associated match(s) back to the Club for sale, and Licensee shall not be guaranteed any subsequent opportunity to purchase tickets on a single-match basis. Should a Pay-As-We-Play Match be cancelled and not rescheduled after payment, a Licensee shall be entitled to a credit in the amount of the full-face value of the pro rata

match ticket price for all seats on the Ticket Account for that match, to use for additional tickets to other matches, upgrading price levels of current seating locations, playoff matches, or other exclusive ticket opportunities, as determined in the sole discretion of the Club. In addition to these remedies, the Club may consider other options, including a refund to the card on file, if requested.

**Auto – Renewal:** Licensee authorizes the Club or its authorized designee to automatically renew the License (including any tickets, food packages, and parking) for an additional year on **September 1, 2024**, ahead of the 2025 season, by charging Licensee's account unless Licensee opts out by calling Member Services at 844-739-3222. This authorization will remain in effect for so long as such License remains in effect. At the beginning of a 30-day period designated annually by the Club prior to auto-renewal ("Renewal Period"), the Club will notify Licensee via email of the upcoming renewal and the applicable License fee(s). Such notice will provide instructions for Licensee to opt out of the License via the method set forth above that will be available through the end of the Renewal Period. If you do not opt out before the end of the Renewal Period, you forfeit the right to cancel the License for the upcoming year, and, if your Ticket Account is in good standing, the Club or its authorized designee will charge the credit card on file (or request payment via check, if applicable) in accordance with the payment plan you selected in the previous year. The Club assumes no responsibility or liability for its failure to contact Licensee if your Ticket Account profile contact information changes or becomes out of date. For the avoidance of doubt, the Club reserves the right to modify License fee(s), including by increasing such fee(s), and/or terms and conditions for future years upon written notification.

**Data and Privacy:** All data collected by the Club connected to purchases of Tickets shall be subject to the San Diego Wave FC Data Privacy and Security Policy ([insert link to privacy policy]). In addition, by purchasing Tickets, Licensee authorizes the Club to use information provided in connection with a Ticket Account for the purpose of contacting Licensee with respect to their account, to provide special offers, to ask for feedback, and for any other Ticket Account-related reason. Certain email and text communications, pertaining to the administration of the Tickets Account, the fulfillment, management, or administration of Tickets benefits or exclusive rights and offers, and/or to communicate about specific events, renewals, account updates, legally required messaging and disclosures, and match day-related information are collectively considered "Account Administrative Communications." Licensee hereby consents and agrees to receive all Account Administrative Communications and further acknowledges and agrees that continued receipt of Account Administrative Communications is a required component to maintain a valid Ticket Account. In the event that Licensee amends their privacy settings, email, or text receipt preferences, or the like in a manner that prevents the

receipt of Account Administrative Communications, the Club shall not be liable in the event that said Licensee subsequently misses necessary information regarding their Ticket Account, including the communication of deadlines for an Opt-In Period or Renewal Period. Licensee further authorizes the Club to share personal and non-personal information with the Club's Ticket Agent for the purpose of servicing Licensee's account. The Club 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 Ticket holders for the purpose of analysis, to improve the service, systems, and products offered by the Club. By purchasing Tickets, Licensee opts in to receive promotional emails and, subject to applicable laws, calls and texts from the Club and NWSL, which may include the promotion of partner products or services unless Licensee subsequently opts out of receiving such emails by following the information contained therein.

**General:** The Club's and the opponent club's rosters, lineups, coaches, and the venue and dates and times for each match and other event are all subject to change. Any claims, action or proceeding arising out of or relating to the License or these terms and conditions shall be resolved by binding arbitration pursuant to the terms and conditions. The terms of the Season Ticket Program are severable. In the event any provision of this Season Ticket Program is held illegal or unenforceable, such provision shall be severed and shall be inoperative and may be replaced or modified by the Club with a similar term which complies with existing law. In such case, the remaining terms and conditions shall not be affected, and, provided that the fundamental terms and conditions of the Season Ticket Program remain legal and enforceable, the remainder of the Season Ticket Program shall remain operative and binding. The Season Ticket Program may be amended from time to time in order to comply with NWSL, and/or promoter rules regarding ticket purchases, postponements, and other guidance (collectively, "League Policies"). NWSL reserves the right to issue amended and revised League Policies prior to the start of any NWSL soccer season. Any amended and revised League Policies issued prior to the start of any NWSL soccer season that conflict with these terms and conditions shall be controlling.

**San Diego State University First Right of Refusal:** Current San Diego State University Season Ticket holders are granted the first right of refusal for Suites and Loge Boxes only. Should a current Wave FC Season Ticket Member renew a Suite or Loge Box that a San Diego State University Season Ticket holder owns the rights to said location, relocation shall be required.

**Account Ownership:** Membership accounts and/or account numbers are not transferable from one person or entity to another. The owner's name under which an account has been purchased may not be changed, with the following exceptions: Legal name change, change in marital status, change in business name, dissolution of business, sale of business, or death of account holder. All requests for account information changes must be submitted in writing, approved by San Diego Wave FC, and subject to a one-time \$50 fee.

**Fan Behavior:** Any ticket holder who behaves in an unruly or disruptive manner, including, but not limited to, foul language, intoxication, throwing objects on the playing field, physical or verbal abuse of other fans, stadium employees, match officials, players or coaches during, before or after a match may be asked to leave Snapdragon Stadium. The account holder of record is responsible for such behavior by anyone using their tickets. San Diego Wave FC reserve the right in the event of such behavior, to terminate your Season Ticket Membership without refund or other compensation.

**Acceptance of Terms/Conditions:** Upon remitting any full or partial payment toward your annual Season Ticket Membership dues, or by accepting delivery of your tickets and Season Ticket Member benefits, you acknowledge responsibility for payment of the full annual membership price and accept and agree to the complete terms and conditions of the Season Ticket Membership Agreement and subject to any amendments made to the foregoing from time to time.

**COVID-19:** All ticket holders must follow all stadium policies, including all health and safety policies and posted instructions while in Snapdragon Stadium and surrounding grounds. An inherent risk of exposure to Covid-19 exists in any public place where people are present. Covid-19 is an extremely contagious disease that can lead to severe illness and death. According to the Center for Disease Control and Prevention (CDC), Senior Citizens and those with underlying health conditions are especially vulnerable. By entering the stadium and stadium grounds, you assume all risk with exposure to Covid-19.

**Deposits:** Deposits are non-refundable.

**All Sales are Final. No Refunds or Exchanges:** Payments must be timely made on or before the agreed upon payment plan dates. For those on installment payment plans, in the event you fail to make any timely required payments, San Diego Wave FC reserve the right to either (a) withhold your tickets for upcoming events until payment is made and the account is in good standing or (b) terminate your Season Ticket Membership, with any payments made prior to the termination date forfeited by you.