



## **NCFC/NC COURAGE TERMS & CONDITIONS**

### **2023 Ticket back Terms**

Tickets to North Carolina Football Club games, inclusive of its North Carolina FC ("NCFC") men's professional soccer team and its North Carolina Courage ("NC Courage") women's professional soccer team, at WakeMed Soccer Park ("Soccer Park") are revocable licenses that only grant a one-time entry into the stadium. **The person seeking entry pursuant to such license, and any accompanying minors ("Holder"), agrees that such ticket license is subject to these terms and conditions ("Terms") and by acceptance and/or use of such ticket for the Event, 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 such license and all rights arising under it without refund, and shall entitle the USL, NWSL, North Carolina Football Club, and/or Town of Cary (individually or collectively, "Management") to pursue all legal remedies available. Admission may be refused or revoked and Holder may be ejected in the sole discretion of 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 Event is cancelled and not replayed for any reason, is a refund of up to the face value of the ticket set by Management ("Face Value").** Further, Management's liability for any breach of any term of this ticket shall not exceed the Face Value. **IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE FOR THIS TICKET. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THIS TICKET OR THE GAME SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN RALEIGH, NORTH CAROLINA. HOLDER AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE 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.**

**The date and time of the Event (and the opening of the gates) are subject to change by Management in its sole discretion, and no such change shall entitle Holder to a refund or any other remedy if Holder cannot attend or for any other reason. Holder may be relocated in the sole discretion of Management, and no such relocation shall entitle Holder to a refund or any other remedy if Holder is relocated to a seat of comparable Face Value.**

Holder must comply with all **North Carolina Football Club** and WakeMed Soccer Park (as defined below) policies, including without limitation any security and fan conduct policies, health and safety policies and assessments, and any applicable bag policies. Holder and Holder's belongings may be searched or assessed prior to or upon entry into the stadium. **Prohibited items may be confiscated and Holder may be denied admission or have his or her admission revoked at any time at the sole discretion of Management.** Holder consents to such searches and assessments and waives all claims relating to them. If Holder does not consent to such searches and assessments, Holder acknowledges that Management has the right to deny admission or to eject Holder from the Event without refund. **Management reserves the right to deny admission to or eject any person who Management, in its sole discretion, determines poses a risk to the health and safety of other attendees or whose conduct**



**violates these Terms, any applicable code of conduct, or is otherwise disorderly (or complicit in such conduct) without refund.**

Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) in any form, any description or account (whether text, data or visual, and including, without limitation, play-by-play data) of the Event or related events (collectively, the "Descriptive Data") for any commercial or non-personal, purpose; (2) any photographs, images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events (the "Works") for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events (the "Livestreams"). Notwithstanding the foregoing, Holder agrees that by causing his or her ticket to be scanned upon entry to the stadium, Holder shall be deemed to have signed the ticket and granted the USL, NWSL, and North Carolina Football Club an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works, the Livestreams, and, to the extent permitted by law, the Descriptive Data. Holder also grants irrevocable permission to the USL, NWSL, and North Carolina Football Club and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to use, publish, distribute, edit, modify and/or alter Holder's image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, 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** incident to the Event and related events, including the risk of personal injury (including death), the risk of exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof, sickness, or lost, stolen or damaged property, whether occurring before, during, or after the Event, however caused, and hereby waives all claims and potential claims relating to such risks, hazards and dangers. 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 CENTERS FOR DISEASE CONTROL AND PREVENTION, SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. BY ENTERING THE STADIUM AND STADIUM GROUNDS, HOLDER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19.

Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor such tickets. Further, this ticket may not be used for, or in connection with, any form of commercial or trade purposes including, but not limited to, any advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the USL, NWSL, and North Carolina Football Club. Use of this ticket in violation of any law is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund or compensation.

#### **RELEASE, WAIVER & COVENANT NOT TO SUE**

*\*On behalf of Holder and Holder's Related Persons (defined below), Holder releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims that Holder or any of Holder's Related Persons may have (or hereafter accrue), against any of the Released Parties, that relate to any of the risks, hazards and dangers described above, including without limitation any and all claims that arise out of or relate in any way to (i) Holder's exposure to COVID-19; (ii) Holder's entry into, or presence within or around, the Event (including all risks related thereto, and including without limitation in parking areas or entry gates) or compliance with any protocols applicable to the Event; or*



*(iii) any interaction between Holder and any personnel of any of the Released Parties present at the Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. \**

**As used herein:**

- **"Related Persons"** means Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Holder (which persons Holder represents have authorized Holder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Holder's or their behalf.
- **"Released Parties"** means: (i) Carolina FC LLC dba North Carolina FC, NCWFC, LLC dba North Carolina Courage, USL and NWSL and its other professional member clubs, and each of their respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and all employees of such contractors) and other personnel; (ii) the Town of Cary and any lessees and sub lessees of WakeMed Soccer Park and/or Sahlen's Stadium and related stadium grounds (including, without limitation, parking areas and entry gates) ("Stadium"); (iii) all third parties performing services at the Stadium; and (iv) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, sub-contractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.

**Fan Health Promise**

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 prior 5 days, Holder has (or any person in Holder's party or with whom Holder has close contact has) tested positive for, or been exposed to someone who has tested positive for, COVID-19;
- Within the prior 48 hours, 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, headache, sore throat, new loss of taste or smell, or any other symptoms associated with COVID-19 identified by the CDC);
- Within the prior 5 days, Holder has (or any person in Holder's party or with whom Holder has close contact has) travelled 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.