

TERMS AND CONDITIONS

The following terms and conditions (the “**Agreement**”) apply to all Vancouver Whitecaps FC (“**Whitecaps FC**”) tickets, however obtained, including through a Tier 1 ‘Caps Club Membership or purchase of a ticket package. The breach by a Whitecaps FC ticketholder of any of the terms and conditions contained herein will automatically terminate the grant of license evidenced by the ticket.

1. In this Agreement “**VWFCLP**” means the VANCOUVER WHITECAPS FC LIMITED PARTNERSHIP, being the entity that operates the professional Major League Soccer (“**MLS**”) team, Whitecaps FC.
2. Every Whitecaps FC ticket is a revocable license which may be withdrawn and admission refused to any Whitecaps FC event in respect of which the ticket has been issued at any time, in VWFCLP’s sole discretion.
3. With the sole exception of any Whitecaps FC ticket acquired in connection with a Tier 1 ‘Caps Club Membership (whose resale terms are governed under a separate agreement), the resale or attempted resale of any Whitecaps FC ticket at a price higher than that printed thereon, including tax, unless previously expressly authorized by VWFCLP, is grounds for seizure or cancellation without refund or other compensation.
4. The ticketholder of Whitecaps FC tickets hereunder is admitted to Whitecaps FC events on the condition that by using that ticket, the ticketholder agrees not to professionally record or commercially transmit nor aid in professionally recording or commercially transmitting any description, account, picture or reproduction of the event to which the ticketholder is admitted.
5. Whitecaps FC tickets may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without VWFCLP’s advance express written consent.
6. VWFCLP’s acceptance of payment for a ticket (individually, or as part of a ticket package or Tier 1 ‘Caps Club Membership) from any individual or entity who is not the account holder for such ticket does not grant any rights to such tickets to such individual or entity. Any rights or privileges associated with a ticket package, Tier 1 ‘Caps Club Membership, or single event ticket belong only to the account holder of record as entered on VWFCLP’s records. VWFCLP reserves the right to require that any transaction pertaining to a ticket package, Tier 1 ‘Caps Club Membership, or a single event ticket held in a corporate name be supported by appropriate corporate resolutions or other documents.
7. Ticketholders have no right to transfer the seat locations designated by their ticket package or Tier 1 ‘Caps Club Membership to any person or entity, whether by a request to transfer the account into another name, or by an attempt to transfer the seat locations by sale, gift, transfer by will or trust,

property settlement, transfer to creditors or any other means. Any attempt to sell or otherwise transfer ticket privileges may result in the cancellation of all ticket privileges.

8. Notwithstanding the previous section 7, VWFCLP may allow an individual ticketholder to request transfer of all ticketholder privileges to that ticketholder's immediate family, and if the ticketholder is a business, will allow a change in the name of the contact person for its account. A request to transfer ticketholder privileges to a family member or to change the contact person must be submitted to the Whitecaps FC Fan Services department in writing (via certified mail, return receipt requested), and must be supported by appropriate documentation (proof of relationship, official letterhead, signature of authorized company officer, etc.) satisfactory to VWFCLP. VWFCLP reserves the right to approve or reject any such requests for any reason in VWFCLP's sole discretion.
9. The ticketholder grants permission to VWFCLP, all other MLS clubs, MLS, and Soccer United Marketing and their agents the perpetual, irrevocable, royalty-free right to utilize the ticketholder's image or likeness incidental to any live or recorded video display or other transmission or reproduction in whole or in part of the event to which the ticketholder is admitted, and further authorizes the use of the ticketholder's image or likeness in connection with the promotion of VWFCLP (including, without limitation, the promotion of Whitecaps FC), the MLS, and the sport of soccer.
10. Each ticketholder's use of Whitecaps FC tickets is subject to compliance with the provisions of any bylaws or regulations of BC Place Stadium and/or the City of Vancouver and all terms and conditions of VWFCLP applicable to such tickets including, without limitation, the following:
 - ticketholders are prohibited from bringing cans, bottles and containers for ice or beverages in the event venue;
 - ticketholders are prohibited from throwing objects in the stands or onto the playing area;
 - ticketholders shall comply with any request by event venue security to display the contents of bags, boxes, packages, etc.; and
 - ticketholders shall retain the stub of their ticket on their person at all times while in the event venue pursuant to the right of admission evidenced by the ticket and shall produce the stub upon request by any event venue representative.
11. Ticketholders engaging in disorderly or objectionable conduct in violation of VWFCLP and event venue policies may, in VWFCLP's sole discretion, be ejected from the event in respect of which the ticket has been issued without refund of the ticket price. VWFCLP also reserves the right, in VWFCLP's sole discretion, to revoke the remaining tickets in a multi-event ticket package or Tier 1 'Caps Club Membership of any ticketholder who has been ejected from a

single Whitecaps FC event for any reason, or whose tickets were used by another person who was ejected from an event for any reason. For certainty, but without limiting the generality of the foregoing, if a ticketholder is ejected from an event in respect of which a ticket has been issued and is deemed to have committed a Level One or Level Two offense under the Whitecaps FC "Fan Code of Conduct" (<https://www.whitecapsfc.com/match-day/spectator-information>), as may be amended from time to time, such ticketholder may, in VWFCLP's sole discretion, have their right to attend future Whitecaps FC events immediately revoked without refund or any reimbursement of any kind.

12.

- (a) EACH TICKETHOLDER, (i) VOLUNTARILY ASSUMES ALL RISKS AND DANGERS arising from or related in any way to attendance at the event in respect of which a ticket has been issued, whether occurring prior to, during or after such an event, including, without limitation, (A) the risk of contracting or spreading a communicable disease or illness (including exposure to a bacteria, virus, or other pathogen capable of causing disease or illness), (B) the risk of physical injury or death, however caused, whether by players, by other people (including, without limitation, other spectators), or by objects (such as balls entering the spectator area), and (C) the risk of lost, stolen or damaged property; and (ii) AGREES THAT THE MLS AND VWFCLP, THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND EACH OF SUCH ENTITIES' RESPECTIVE EMPLOYEES, VOLUNTEERS, PLAYERS, OFFICERS, DIRECTORS, PARTNERS, OWNERS, SPONSORS, CONTRACTORS AND OTHER AGENTS (collectively, the "Releasees") SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGE) OR INJURY RESULTING FROM SUCH RISKS AND DANGERS (collectively, the "Losses") AND ARE EXPRESSLY RELEASED FROM SAME. THE TIER 1 MEMBER ALSO AGREES THAT VWFCLP WILL NOT BE RESPONSIBLE FOR ANY LIABILITY ARISING FROM THE EXERCISE OF VWFCLP'S DISCRETION AS CONTEMPLATED IN THIS AGREEMENT. THE TIER 1 MEMBER FURTHER ACKNOWLEDGES AND AGREES THAT THERE IS AN INHERENT RISK OF EXPOSURE TO COMMUNICABLE DISEASES AND ILLNESSES IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT.
- (b) If, notwithstanding the release of liability in section 12(a), any or all Releasees are found liable for any Losses, the maximum aggregate liability of the Releasees to the ticketholder will, under no circumstances, exceed the amount such ticketholder paid for their ticket to such event, with the sole exception to the foregoing being for Tier 1 'Caps Club Membership holders, to whom the Releasees' maximum aggregate liability

will, under no circumstances, exceed the amount such Tier 1 Member paid for their Tier 1 Membership during the previous 12 calendar months.

13. VWFCLP shall not be in breach of this Agreement if the performance of any of its obligations hereunder is prevented or pre-empted because of acts of God, civil or military authority, acts of public enemy, war, accidents, epidemic, pandemic, outbreak of communicable disease or illness, public health crisis or order, fires, explosions, earthquakes, floods, the elements, strikes or labor disputes, or any cause beyond VWFCLP's reasonable control for such period of time as such event continues, provided that VWFCLP uses all reasonable efforts to perform such obligations once such event has ceased. In the event of the cancellation, postponement or rescheduling of one or more Regular Matches or Additional Matches as a result of any such causes (each, a "Force Majeure Stoppage"), VWFCLP shall use commercially reasonable efforts, based on the size and scope of the Force Majeure Stoppage, to keep ticketholders apprised by way of policy statement regarding how VWFCLP proposes to address such Force Majeure Stoppage, but VWFCLP shall not be obliged to perform any resolution or work-around for any Force Majeure Stoppage.
14. VWFCLP reserves the right to amend this Agreement in VWFCLP's sole discretion by posting such amendments to whitecapsfc.com/tickets.
15. VWFCLP reserves the right to relocate ticketholders during the regular season and at any time during the playoffs to accommodate broadcast or security requirements, or for any other reasonable purpose in VWFCLP's sole discretion.
16. The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision hereof.
17. This Agreement contains all agreements of the parties with respect to the subject matter hereof. This Agreement is wholly governed by the laws of British Columbia, Canada. The ticketholder and VWFCLP attorn to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.
18. All deposits and/or payments made are non-refundable.
19. In the case of conflict between this Agreement and (i) the terms printed on the back of each Whitecaps FC ticket or (ii) the terms of the Tier 1 'Caps Club Membership Agreement, the terms of this Agreement will govern.

***TERMS AND CONDITIONS ARE SUBJECT TO CHANGE**