

## **2024 CROWNS UP & AWAY – AWAY MATCH PROGRAM**

**BY ENROLLING IN THE CROWNS UP & AWAY – AWAY MATCH PROGRAM (“PROGRAM”) OR BY ACCEPTING DELIVERY OF YOUR AWAY MATCH ADMISSION TICKET(S), YOU ACKNOWLEDGE RESPONSIBILITY FOR YOUR OBLIGATIONS UNDER THE PROGRAM AND ACCEPT AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS, SUBJECT TO ANY AMENDMENTS MADE FROM TIME TO TIME, FOR SO LONG AS THE PROGRAM REMAINS IN EFFECT:**

### **Program Terms & Conditions (“Terms and Conditions”)**

**IMPORTANT: READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THIS AGREEMENT AS THESE TERMS AND CONDITIONS ARE BINDING AND AFFECT YOUR LEGAL RIGHTS.**

**Rights Reserved.** DT Soccer, LLC dba Charlotte FC (hereinafter “CLTFC”) reserves the right in its sole discretion to amend, update or modify these Terms and Conditions, any policies, and procedures related to the Program, upon notice to you.

**Program Eligibility.** The Program is open only to Charlotte FC Season Ticket Members. “Charlotte FC Season Ticket Members” shall include those Charlotte FC ticket accounts with: (i) a valid Club Seat License Agreement (“Club Seat Members”), (ii) a valid Seat License Agreement (“General Seat License Members”), or (iii) Supporters Section Season Ticket Memberships (“Supporter Section Members”) that are in good standing and are either paid in full or the ticket account is current on a payment plan for the 2024 Charlotte FC Season. Individuals who purchase single game tickets, Community Section Season Ticket Members, or any other party that is not included in the definition of a Charlotte FC Season Ticket Member are not eligible to participate in the Program. Each Charlotte FC Season Ticket Member shall be required to use the name of the individual and e-mail address associated with your Charlotte FC Season Ticket Member account.

**The Program.** Charlotte FC Season Ticket Members are provided the opportunity to receive admission ticket(s) to a regular season game in which Charlotte FC is designated the away team (“Away Match) at no charge for the admission ticket(s), subject to the conditions contained in these Terms and Conditions. The 2024 Charlotte FC schedule can be found here: <https://www.charlottefootballclub.com/schedule/#competition=all&date=2024-02-24>. In order to receive admission ticket(s) for an Away Match, Charlotte FC Season Ticket Members shall follow the instructions and procedure as determined by CLTFC, in its sole and absolute discretion. Charlotte FC Season Ticket Members may request admission ticket(s) to Away Matches based on the following criteria:

- Club Seat Members may request up to the number of seats on their account admission ticket(s) (maximum of four (4) admission tickets per Away Match) for up to three (3) Away Matches
- General Seat License Member and Supporters Section Members may request up to the number of seats on their account admission ticket(s) (maximum of four (4) admission tickets) for one (1) Away Match

For the sake of clarity, Club Seat Members with two (2) season tickets may request up to two (2) admission tickets per Away Match and Club Seat Members with eight (8) season tickets may request up to four (4) tickets per Away Match.

There is no promise or representation that the Program shall include each and every Away Match and the selection of an Away Match included in the Program shall be determined, in the sole and absolute discretion of CLTFC. Additionally, CLTFC may limit the number of admission ticket(s) offered for each Away Match, which such allocation shall be administered on a first-come, first-serve basis. Further, there is no promise or representation by CLTFC to any Charlotte FC Season Ticket Member on an admission ticket seat location for the Away Match and CLTFC shall be able to assign ticket locations to you, in its sole and absolute discretion, subject to ticket availability. By participating in the Program each Charlotte FC Season Ticket Member acknowledges that admission ticket availability is subject to availability and there is no promise or representation that you will receive an admission ticket to the Away Match of your choice.

**THE PROGRAM DOES NOT INCLUDE ANY OTHER EXPENSES OR COSTS ASSOCIATED WITH ATTENDING AN AWAY MATCH (OTHER THAN THE COST OF THE ADMISSION TICKET AS SET FORTH IN THESE TERMS AND CONDITIONS) INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES FOR TRANSPORTATION, AIRFARE, LODGING, AND MEALS (THE “ASSOCIATED COSTS AND EXPENSES”). YOU ACKNOWLEDGE AND AGREE TO BE SOLELY RESPONSIBLE FOR ANY AND ASSOCIATED COSTS AND EXPENSES AND ASSUME THE RISK AND RESPONSIBILITY FOR ANY ASSOCIATED COSTS AND EXPENSES THAT MAY BE A RESULT OF AN AWAY MATCH BEING CANCELLED, POSTPONED, OR RESCHEDULED.**

**Program Attendance Required.** As a condition of your eligibility to participate in the Program and by accepting the admission ticket(s), each Charlotte FC Season Ticket Member promises and represents that you will attend each Away Match in which you receive admission ticket(s) and agree to use the respective admission ticket(s) as verified through an approved method determined by CLTFC. You may cancel your request for Away Match admission ticket(s) by submitting such cancellation request to [awaytickets@charlottefootballclub.com](mailto:awaytickets@charlottefootballclub.com) no later than thirty (30) days prior to the Away Match. Within five (5) days following the Away Match you agree to verify your attendance at the Away Match by submitting a photo of your attendance through the Program portal (as established by CLTFC in its sole and absolute discretion) or by submitting such verification to [awaytickets@charlottefootballclub.com](mailto:awaytickets@charlottefootballclub.com). You acknowledge and agree to be responsible for the face value of the Away Match admission ticket(s) provided to you by CLTFC in which you did not meet the requirements of this section.

**PAYMENT AUTHORIZATION. IN THE EVENT YOU CANCEL YOUR AWAY MATCH ADMISSION TICKETS WITHIN THIRTY (30) DAYS OF THE AWAY MATCH OR YOU FAIL TO VERIFY YOUR ATTENDANCE AT THE AWAY MATCH THROUGH AN APPROVED METHOD, YOU HEREBY AUTHORIZE CLTFC (OR ITS RESPECTIVE AGENT/REPRESENTATIVE) TO CHARGE YOUR CREDIT/DEBIT CARD (PROVIDED THROUGH THE PROGRAM) FOR THE FACE VALUE OF THE ADMISSION TICKET(S).**

**Account Authority; Non-Transferability.** You warrant that you have the authority to authorize your Charlotte FC Season Ticket Member account to participate in the Program, and abide by the Terms and Conditions contained herein (including but not limited to authorizing your credit/debit card to be charged the face value of the admission ticket(s) in the event you do not attend the Away Match in which you requested tickets). Admission ticket(s) to an Away Match are not transferable from one person or entity to another.

**Revocable License.** Your eligibility for the Program and for each Away Match (and included admission ticket(s)) is a revocable license issued by CLTFC to the individual or corporate entity name that appears on the account of record. Breach of any of the terms or conditions stated herein, violation of Rules and Regulations (defined below) including any applicable fan code of conduct such as the MLS policies currently available at [www.mlssoccer.com/fan-code-of-conduct](http://www.mlssoccer.com/fan-code-of-conduct), illegal or unauthorized reselling of tickets in violations of ticket policies, and/or repeated non-use of tickets following notice thereof shall entitle CLTFC to revoke a Charlotte FC Season Ticket Members eligibility for the Program and take any and all available remedies contained herein.

**Fan Behavior.** You agree to observe, and to cause your guest(s) and/or invitee(s) to observe, all rules, regulations and policies, Major League Soccer, any Major League Soccer member club or any other sports league, conference, or association, or any third-party event organizer regarding the use and occupancy of the seats in the stadium of the respective Away Match (“Stadium”) and attendance at any event at Stadium, including any amendments or modifications that may be adopted or administered by any such entity or any successor thereto from time to time (collectively, the “Rules and Regulations”), and all or part of your rights and interest under these Terms and Conditions may be revoked in the event of the failure of you, or any of your invitees or guests, to comply with such Rules and Regulations. In the event of a violation of the Rules and Regulations, CLTFC reserves the right in its sole discretion, to suspend or terminate your eligibility in the Program, revoke the privilege of you and/or your guests to attend an Away Match, ancillary CLTFC and/or Major League Soccer events, or any other events held at the Stadium, or otherwise sanction you and/or your guests as permissible by law, without refund or other compensation in accordance with CLTFC’s and/or Major League Soccer’s policies and procedures.

**Force Majeure.** CLTFC shall not be responsible for any hinderances or delays brought about by any Force Majeure Event. “Force Majeure Event” means any cause beyond the control of CLTFC, including, without limitation, extreme weather, hurricane, drought, flood, earthquake, storm, fire, lightning, pandemic, epidemic, war, riot, civil disturbance, sabotage, explosions, acts of terror, strikes, lock-outs or labor disputes, the existence of hazardous waste, unforeseen subsurface conditions, orders of any governmental entity, the absence, suspension, termination, interruption, denial, or failure or renewal or, or the pendency of any litigation relating to, any entitlements, applicable permits or any changes in law.

**Cancelled Matches.** If CLTFC does not play a scheduled Away Match, which is not subsequently rescheduled during the same Major League Soccer season, then you will be eligible to request admission ticket(s) to another Away Match. This shall be your sole and absolute remedy for the cancelled match and CLTFC shall not be liable for any Associated Costs and Expenses to such cancelled Away Match. For the purposes of clarity, additional Away Match will be offered if an Away Match is postponed, delayed, or rescheduled; rather, your admission ticket(s) for such match

will be honored for the rescheduled or resumed match. You acknowledge and agree to be responsible for any Associated Costs and Expenses related to any postponement, delay, or rescheduled Away Match.

**Restrictions.** You are prohibited from selling or offering for sale admission ticket(s) to an Away Match. Your admission ticket(s) may not be used for any form of commercial or trade purposes, including, but not limited to, the sale of all or substantially all of your Away Match admission ticket(s) for nonpersonal, business use, advertising, promotions, contests or sweepstakes, without the express written consent of CLTFC and Major League Soccer. You agree not to transmit, distribute, or sell (or aid in transmitting, distributing or selling), for commercial purposes, in any media any description, account, picture, video, audio or other form of reproduction of any CLTFC game, Away Match, or any surrounding activities for which your ticket is issued.

**Use of Image.** You (or the user of your ticket(s) for any particular game) grant permission to CLTFC and Major League Soccer (and their designees, licensees and agents) to utilize your image, likeness, actions, and statements in any live or recorded audio, video or photographic display, or other transmission, exhibition, publication or reproduction made in connection with your Membership in any medium or context for any purpose, including commercial or promotional purposes, without further authorization or compensation.

**No Broadcasting.** You agree to not film, record, or transmit from any portion of Stadium all or any portion of any event, or any description thereof, by any means (including without limitation radio or television broadcasting, which broadcast “live” or by means of film, tape, or other technology, including but not limited to, camera and video-enabled cellular telephones).

**Assumption of Risk; Release of Liability; Indemnification.** You and/or the holder of the admission ticket(s) to any Away Match or event voluntarily assume all risk and danger of personal injury (including illness and death) and all hazards arising from, or related in any way to, the game (including, but not limited to, injuries caused by players, fans, attractions, soccer balls, or other objects) whether occurring prior to, during or after the Away Match, however caused and whether by negligence or otherwise. You and your guests agree that neither CLTFC, Away Match Stadium, Major League Soccer, a Major League Soccer member club, or their respective affiliates, partners, officers, directors, employees, vendors, representatives, agents or owners (collectively, the “Released Parties”) are liable for any injuries from such causes, and you waive and release all claims, liabilities, or damages against the Released Parties related to or arising from the same. You further agree to indemnify and hold harmless the Released Parties for any claims arising out of negligence or breach of these Terms and Conditions by you, your guest(s), or any other person who uses ticket(s) issued to you to attend an Away Match at Stadium, including all attorneys’ fees and costs incurred by the Released Parties to defend such claims.

**Choice of Law & Arbitration.** These Terms and Conditions and any and all modifications thereof shall be governed by the laws of the State of North Carolina. In the event of a dispute between the parties arising out of or concerning this Agreement, such dispute shall be settled by binding arbitration. Such arbitration shall be heard by a single arbitrator and commenced before the American Arbitration Association (“AAA”) in Charlotte, North Carolina. The AAA Commercial

Arbitration Rules then in effect shall apply. The prevailing party (as determined by the arbitrator) shall be awarded all attorneys' fees, filing fees and related administrative costs.

**Severability.** These Terms and Conditions shall be enforceable to the fullest extent permissible under applicable law, but the unenforceability of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof, which shall continue in full force and effect. If any provision shall be held unenforceable, and if the unenforceability materially affects the remaining rights or obligations of either party hereunder, the parties agree that such rights or obligations shall be modified in an equitable manner.

**Waiver.** You understand that any waiver of any rights by CLTFC on one or more occasions shall not constitute a waiver of any such right on any other occasion and that CLTFC's acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

**Notices.** You, as well as any of your guests or invitees, hereby consents to receive written notices at the mailing and email address provided by you. The form, content, and location of notices under these Terms and Conditions shall be determined at CLTFC's sole discretion. It is your obligation to ensure that the email and mailing address attributed to your Charlotte FC Season Ticket Membership is accurate at all times.