



PORTLAND TIMBERS

OUR POLICIES HAVE CHANGED. PLEASE READ THESE TERMS AND CONDITIONS COMPLETELY AND CAREFULLY. THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION WAIVER AND CLASS ACTION WAIVER.

Terms and Conditions

The following terms and conditions (these “**terms and conditions**” or this “**agreement**”) apply to all Portland Timbers Annual Memberships (each, an “**Annual Membership**”). The breach of these terms and conditions may result in the termination or revocation of your Annual Membership. You are responsible for the behavior of your guests, invitees, and all persons using tickets provided under this agreement. By purchasing, accepting, or enrolling in an Annual Membership, or by accepting delivery of or using your tickets and your Annual Membership benefits, you accept and agree to these terms and conditions, as may be amended by us from time to time, for so long as your Annual Membership remains in effect.

1. Annual Membership. Upon the purchase or acceptance of an Annual Membership, you are granted a revocable license which may be revoked or withdrawn at any time and for any reason, including but not limited to violation of any of the terms and conditions contained herein or violation of any Providence Park Policies, at our sole discretion. The rights and privileges associated with an Annual Membership account belong only to the account holder of record, as entered in our Annual Membership account records. Our acceptance of payment for an Annual Membership from any individual or entity who is not the account holder of record for the Annual Membership does not grant any rights or privileges to that individual or entity. Any disputes regarding the identity of the holder of the account will be determined by us in our sole discretion. You agree to pay to us all applicable Annual Membership fees. All payments or deposits made in connection with an Annual Membership are non-refundable. Purchase or renewal of an Annual Membership does not guarantee rights to future purchase opportunities, nor does it include any rights with regard to any specific seat location.

2. Code of Conduct.

- a. You agree to observe and to cause your guests, invitees, and all persons using tickets provided under this agreement, to observe, all rules, regulations, and policies of Peregrine Sports LLC (“**Peregrine Sports**”), Peregrine TeamCo LLC (“**Peregrine TeamCo**”), and Major League Soccer, L.L.C. (“**MLS**”) and together with Peregrine Sports and Peregrine TeamCo, “**Management**”), and all other applicable laws, rules, regulations, and policies, in each case as then in effect, including any modification that may be adopted or administered by any such entity or any successor thereto from time to time (collectively, all such laws, rules, regulations, and policies, and as may be amended, modified, or supplemented from time to time, the “**Providence Park Policies**”). The Providence Park Policies include, but are not limited to, the MLS Fan Code of Conduct (<https://www.mlssoccer.com/about/fan-code-of-conduct>), the MLS Spectator Waiver, the Providence Park Guest Guide (<https://www.ptfcmap.com/pages/guest-guide>), all stadium security policies and procedures (including, without limitation, prohibited items policies and clear bag policies), all stadium health and safety policies, including but not limited to the Safety Requirements (as defined below), and the Digital Ticket Terms (as defined below) or any other terms of any tickets to the applicable match or event at Providence Park (each, an “**Event**”). Additionally, you agree to obey and cause your guests, invitees, and all persons using tickets provided under this agreement to obey any reasonable direction of Providence Park staff, security, and their authorized contractors.
- b. In addition to our right to revoke or withdraw your Annual Membership, we reserve the right to immediately expel and/or exclude, without refund, any person who violates the Providence Park Policies or the policies of any other MLS club facility while at such facility (including, without limitation, any violation of the MLS Fan Code of Conduct occurring at any other MLS club facility), and such expulsion or exclusion may be for any number of Events, or a multi-year ban up to and including a lifetime ban. Violators may further be required to complete a Fan Conduct Class before they are allowed to re-enter Providence Park. You are responsible for the behavior of your guests, invitees, and all persons using tickets provided under this agreement. You agree to abide by any punishments imposed in response to any violation or otherwise pursuant to this paragraph.

3. Ticketing Policies.

- a. **Automatic Renewal.** By purchasing, accepting, or otherwise enrolling in an Annual Membership for a Portland Timbers season (each, a “Season”), you agree that, provided that your Annual Membership account is in good standing, your Annual Membership shall be automatically renewed each year for another Season, in accordance with the payment plan you selected, until such time as you choose to opt-out of your Annual Membership. For all Annual Membership payments, your payment authorization shall remain in effect for so long as your Annual Membership remains in effect. You understand and agree that we reserve the right to modify the Annual Membership fees and/or terms and conditions for future years. We will send notice to the email address associated with your account of the Annual Membership fees for each subsequent year in the current Annual Membership year. Upon such notification, you will have thirty (30) days to opt out of your Annual Membership for subsequent years (“**Membership Opt-Out Window**”). Such notice will provide instructions for you to opt out of your Annual Membership during the Membership Opt-Out Window. If you do not opt out during the Membership Opt-Out Window, you forfeit your right to cancel your Annual Membership for the upcoming Season, and you will be charged the applicable Annual Membership fees for such Season. If you timely opt out of the Annual Membership for the upcoming Season, your Annual Membership shall be terminated at the end of the then-current Season, you shall have no obligation to pay the applicable Annual Membership fees for such upcoming Season, and any credit remaining on your Annual Membership account will remain on your account to be applied toward the purchase of tickets to mutually agreed upon Events within the current or following calendar year.
- b. **Tickets.** The Annual Membership includes tickets to the following “full capacity matches” during the applicable Season:
 - All Portland Timbers MLS regular season matches at Providence Park; and
 - All Portland Timbers ticketed MLS preseason tournament matches at Providence Park.

A “**full capacity match**” is a match at which we are permitted by law, public health guidelines, and MLS rule to sell or otherwise distribute tickets for 100% fan capacity at Providence Park (even if we elect not to sell or distribute 100% fan capacity). The number of Portland Timbers full capacity MLS regular season matches and MLS preseason matches (as well as US Open Cup matches, CONCACAF Champions League matches, and Leagues Cup matches) to be played at Providence Park during any Season has not been determined and may vary from past and future seasons. As a result, tickets available on your account may change over time as applicable full capacity matches are added or removed from the schedule.

We will provide all tickets electronically through our online ticketing provider, which may require you to register for an account with our online ticketing provider and be subject to their terms and conditions and applicable privacy policies. We will not print tickets.

- c. **Opportunity to Purchase Tickets.** We may provide you the opportunity to purchase tickets to less than full capacity Portland Timbers matches played



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- at Providence Park and other special Events before those tickets are available to the general public. If you purchase tickets to those matches or special Events through your Annual Membership account, the purchase price for those tickets less any credit or abatement then-applied to your Annual Membership account pursuant to paragraph 3.d. (Opt-Out Matches) or paragraph 4 (“Lost” Matches; Rescheduled Matches; Seating Changes) will be charged to your account.
- d. **Opt-Out Matches.** All other matches and Events not specifically included in your Annual Membership in paragraph 3.b above, including but not limited to Portland Timbers home MLS Playoff matches, Leagues Cup matches, US Open Cup matches, and CONCACAF Champions League matches, are an additional cost above your annual Membership Fee. Portland Timbers MLS Playoff matches (but excluding the MLS Cup Final) and Portland Timbers Leagues Cup matches played at Providence Park (each, an “**Opt-Out Match**”) will be charged to your Annual Membership account unless you opt-out during the applicable opt-out window. We will send notice of each opt-out window to the email address associated with your account. If you pay for an Opt-Out Match or any other match that we do not qualify for or that we do not play at Providence Park at full capacity, we will not issue you a ticket and will apply your payment first to set off against any amounts you owe us, and any remaining amounts will be applied (in order of priority) to: (i) amounts owing for the purchase of tickets pursuant to paragraph 3.c. (Opportunity to Purchase Tickets), and (ii) the payment on your Annual Membership fee for the next Season. MLS Playoff, Leagues Cup, US Open Cup, and CONCACAF Champions League credits are non-transferable and may not be redeemed for cash or a refund applied to a payment card.
- e. **MLS Season Pass on Apple TV** – Each **paid full Annual Membership account** will be provided one subscription access code to the MLS Season Pass on Apple TV*. Complimentary Annual Memberships and partial Annual Memberships are **not** eligible. You may be required to register for an Apple TV account in order to redeem your subscription access code and be subject to their separate terms and conditions and privacy policy. *NOTE: Eligibility restrictions and terms apply. Only one subscription access code will be provided per paid full Annual Membership account, regardless of the total number of Annual Membership seats on the account. Only the full Annual Membership account owner can receive this benefit as verified through the account owner’s unique name, mailing address, email address and payment information attributable to the account owner. One-time use only. Limited time offer. While supplies last.
- f. **Payment Default.** If any payments (including any scheduled payments due under a payment plan) are past due by more than 14 days, your Annual Membership may be suspended or revoked, at our discretion at any time, along with renewal rights for future Seasons.
- g. **Sit/Stand Rules in Sections.** The majority opinion in each stadium section governs whether the section is a seated or standing section. The following are sections that traditionally stand: Timbers Army/General Admission, 109-116, 209-211, SD1-SD6, 93, and 99. The following are traditionally seated sections: 92, 94-98, C1-C5, 117-123, and 215-221, East Vista, Toyota Terrace, and Tanner Ridge.
- h. **Ticket Fraud.** When using digital tickets, a screenshot of a barcode or a printed picture of a barcode are not valid tickets for admittance to Providence Park. There have been a growing number of cases involving tickets being presented at the gate that are not valid digital tickets. Some are innocent mistakes. Unfortunately, some are cases of fraud. If our Ticket Department determines that fraud has taken place, the following penalties may apply:
- First Offense – \$100 fee
 - Second Offense – Revocation of Annual Membership and ban from any future ticket purchases
- i. **Account and Ticket Transfers.** Annual Membership accounts are not transferrable. However, each year, we may provide you with the opportunity to transfer your fully-paid Annual Membership account during an account transfer window, at a fee determined by us in our sole discretion. We will send notice of the transfer window and applicable fee to the email address associated with your account. Additionally, any illegal or unauthorized re-selling of tickets in violation of our ticketing policies or those of our ticketing provide or other vendors, or transferring or re-selling all or a material number of your Annual Membership tickets in any given Season, is prohibited and may result in the termination or revocation of your Annual Membership. Annual Memberships or tickets may not be used for advertising, promotion (including but not limited to contests and sweepstakes) or other trade purposes without our express written consent. You hereby agree, represent, and warrant that you are not purchasing an Annual Membership with the intent of transferring or reselling all or a material number of your Annual Membership tickets.
- j. **Digital Ticket Terms.** These terms and conditions supplement the digital ticket terms associated with each ticket to an Event (the “**Digital Ticket Terms**”), which also apply to you, your guest, invitees, and all persons using tickets provided under this agreement. If any of these terms and conditions conflict with the Digital Ticket Terms, these terms and conditions shall prevail to the extent of the conflict.
4. **“Lost” Matches; Rescheduled Matches; Seating Changes.** Dates and times of matches are subject to change and matches are subject to cancellation. If the Portland Timbers do not play a scheduled MLS regular season home match at Providence Park (and such match was not rescheduled) or if a scheduled Portland Timbers MLS regular season home match is not a full capacity match, we will provide you an abatement. We will not provide an abatement or refund if any ticketed pre-season matches are cancelled, relocated or are not full capacity matches. We will determine the abatement amount at the end of the applicable Season. Your abatement will be equal to the price of your Annual Membership fee for such Season *less* the fair value of the Portland Timbers full capacity matches played at Providence Park during that Season. The fair value of the full capacity matches will be determined by us in our sole discretion. The abatement will be applied first to set off against amounts you owe us, and any remaining amounts will be applied (in order of priority) to: (i) amounts owing for the purchase of tickets pursuant to paragraph 3.c. (Opportunity to Purchase Tickets), and (ii) the payment on your Annual Membership fee for the next Season. Abatements are non-transferable and may not be redeemed for cash or a refund applied to a payment card. The abatement described in this paragraph and the credits described in paragraph 3.d. (Opt-Out Matches) are your sole and exclusive remedy for “lost” matches and this agreement supersedes any refund or credit terms and conditions that may be included on digital tickets and ticket backs to printed tickets. We will not issue refunds for “lost” matches. Postponed or rescheduled matches do not entitle the account holder to an abatement or credit. If a full capacity match is postponed or rescheduled, your valid, unused, issued ticket for the match will be honored for the new match date, time, and/or opponent if a full capacity match. If your seat is temporarily or permanently removed, unavailable, or relocated, we will make a reasonable attempt to relocate you to a comparable seat, in the same ticket price code, where available, which may not be in the same section, row, or part of the stadium.
5. **Force Majeure; COVID-19 Event.** If any matches at Providence Park are not played or are not full capacity matches due to a COVID-19 Event or circumstances beyond our reasonable control, including, without limitation, acts of God, interference, orders or regulations by civil or military authorities, public health guidelines, pandemics, epidemics, acts of public enemy, terrorist threats, war, accidents, fires, explosions, earthquakes, floods, the elements, strikes, lock-outs, work stoppage, or other labor disputes, you will remain obligated to make all Annual Membership payments and you may be entitled to the credit described in paragraph 3.d. (Opt-Out Matches) or the abatement described in paragraph 4 (“Lost” Matches; Rescheduled Matches; Seating Changes). “**COVID-19 Event**” means any outbreak or transmission of, or exposure to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, “**COVID-19**”), any related governmental or judicial actions taken in connection with, or as a response to, COVID-19 (including, without limitation, quarantines or governmental or judicial orders to stay at home or shelter in place), any other public



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health, social or economic consequences of COVID-19, and/or any acts taken by Management to protect the health and safety of players, performers, and/or staff in response to COVID-19 (including, without limitation, cancellation or postponement of a match).

- 6. Assumption of Risk; Waiver and Release of Liability and Covenant Not to Sue; Indemnification.** YOU, ON BEHALF OF YOURSELF, YOUR INVITEES, GUESTS, AND ANY PERSON USING TICKETS PROVIDED UNDER THIS AGREEMENT, VOLUNTARILY ASSUME ALL RISK, HAZARD, AND DANGER arising from or relating in any way to any 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, and notwithstanding any health and safety protocols implemented at the Event), 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 property, any of which might result from the actions, inactions, or negligence of any of the Released Parties (as defined below) or other third parties. 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 PROVIDENCE PARK, YOU, YOUR INVITEES, GUESTS, AND ANY PERSON USING TICKETS PROVIDED UNDER THIS AGREEMENT, VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19. **YOU, ON BEHALF OF YOURSELF, YOUR INVITEES, GUESTS, AND ANY PERSON USING TICKETS PROVIDED UNDER THIS AGREEMENT, AND EACH OF THEIR ATTORNEYS, AGENTS, SUCCESSORS, AND ASSIGNS, HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER WAIVE, RELEASE, AND DISCHARGE (AND COVENANT NOT TO SUE), AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, EACH AND ALL OF THE RELEASED PARTIES FROM (OR WITH RESPECT TO) ANY CLAIMS, LIABILITIES, OR LOSSES WHICH ANY SUCH PERSON MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASED PARTIES ARISING FROM, IN CONNECTION WITH, OR RELATING TO THE RISKS, HAZARDS, AND DANGERS DESCRIBED HEREIN, IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE. AS USED IN THIS AGREEMENT, "RELEASED PARTIES" MEANS MANAGEMENT, SOCCER UNITED MARKETING, LLC ("SUM"), THE CITY OF PORTLAND, ANY OTHER SPORTS LEAGUE OR CONFERENCE OR ASSOCIATION, OTHER PARTICIPATING CLUBS, THIRD-PARTY EVENT PROMOTERS OR ORGANIZERS OR ANY PERFORMER OR PLAYER, OR ANY OF THEIR PARENTS, AFFILIATES, SUBSIDIARIES, OWNERS, OFFICERS, DIRECTORS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS.**
- 7. Publicity.** You agree 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 any Event for any commercial, non-personal, purpose. You agree 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 any Event (the "Works"). Notwithstanding the foregoing, by using a ticket to an Event and entering Providence Park, you are deemed to have signed the ticket and to have granted Management, SUM, and their affiliates an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. You further grant to Management, SUM, each participating MLS club, and each of their respective affiliates, sponsors, licensees, advertisers, broadcasters, designees and agents, an irrevocable, perpetual right and license to use, publish, edit, and alter your image, likeness, voice, actions, and statements in any medium, including, without limitation, any audio, video, film, photographs, social media, exhibition, publication or reproduction of any Event for any purpose without further authorization or compensation and waive all claims and potential claims relating to such use unless prohibited by law.
- 8. Health and Safety Requirements.**
- a. All tickets provided under this agreement and admission to Providence Park are subject to all health and safety requirements and policies required pursuant to applicable laws, rules, and regulations or otherwise established by Management, including, without limitation, potential requirements relating to face masks, vaccinations, health promises, execution of waivers, and releases of claims and enhanced health screenings (which may include a requirements relating to testing for COVID-19 prior to or during an Event). Such policies and requirements, as they may be updated from time to time (in the sole discretion of Management), and as they may be communicated to ticketholders prior to or during the Event (whether orally or in writing) including by, for example, policies emailed to the email address associated with your account, instruction provided by Management personnel, or signage in or around Providence Park, are collectively referred to herein as the "**Safety Requirements**". You hereby acknowledge and agree to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event), and attendance at the Event is conditioned on such compliance. Management further reserves the right to modify, alter or suspend rights and benefits provided to ticketholders for health and safety reasons (including, without limitation, closing, restricting or altering hospitality on concession locations, or modifying or suspending ticket transfer rights).
- b. To help mitigate the risk of transmission of COVID-19 and other contagious illnesses, you agree that neither you nor anyone to whom you provide tickets provided under this agreement will attend any Event if on the day of such Event, any local, state, county or federal (including, without limitation, Centers for Disease Control and Prevention) regulations or guidance applicable to the jurisdiction of the Event require or recommend your isolation or quarantine based on test results, symptoms, close contact exposure, or a travel advisory. Applicable regulations regarding quarantine and isolation requirements may change from time to time and you agree that you shall review and comply with such requirements prior to attending an Event
- 9. Data Privacy.** Your provision of any personal or financial data to us pursuant to this agreement is subject to the Major League Soccer Privacy Policy (<https://www.mlssoccer.com/legal/privacy-policy>) and the data privacy policy of our ticketing provider. Additionally, you hereby consent to the sharing of your personal data as necessary to provide you information about Apple TV+ subscription offers that may be provided to Annual Membership account holders. We will communicate with you regarding your Annual Membership and tickets to Events by email communication to the email address provided to us. Please note that if you change your email address, change your privacy settings, or opt-out of email communications, we will not have any liability in the event that you miss any information provided by email to the email address you have provided us.
- 10. Entire Agreement; Severability; Governing Law.** These terms and conditions, the Providence Park Policies, any spectator/fan waivers, and any terms and conditions of digital tickets and ticket backs to printed tickets contain all agreements of the parties with respect to the subject matter hereof. The foregoing agreements are to be read and construed in harmony with each other, but if there are ambiguities or discrepancies within or between them, those ambiguities and discrepancies will be interpreted, if possible, in a matter that gives effect to each part and avoids or minimizes conflicts among them. However, the abatement and credit terms set forth in this agreement supersede any conflicting term in any of the foregoing agreements. If any provision or part of any of these terms and conditions is held to be illegal, unenforceable, or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable, and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in these terms and conditions remain valid and binding. These terms and conditions are governed by and construed under the laws of the State of Oregon, USA, excluding its conflicts of laws principles. Management reserves the right to amend these terms and conditions and other policies applicable to Events at Providence Park at any time and with or without notice to you. By



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purchase, acceptance, and/or use of a ticket, you agree to the updated terms and conditions and policies.

11. **LIMITATION OF LIABILITY; CLASS ACTION WAIVER; BINDING ARBITRATION.** WITHOUT LIMITING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT ARE THE RELEASED PARTIES LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF ANY APPLICABLE TICKET. ANY DISPUTE OR CLAIM RELATED TO, OR ARISING FROM, THIS AGREEMENT MUST BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. YOU AND MANAGEMENT EACH AGREE THAT ALL DISPUTES WILL BE ARBITRATED ON AN INDIVIDUAL BASIS IN MULTNOMAH COUNTY, OREGON AND EACH PARTY WAIVES ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF YOU DO NOT CONSENT TO THIS CLAUSE, YOU MAY NOT PURCHASE THIS ANNUAL MEMBERSHIP OR ENTER PROVIDENCE PARK. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.