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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 AGREEMENT, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. IN ARBITRATION, THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

Terms and Conditions

The following terms and conditions (these "**terms and conditions**" or this "**agreement**") apply to the Portland Timbers 2027 MLS Sprint Season Annual Membership (the "**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Upon the purchase or acceptance of an Annual Membership, you are granted a revocable license which may be revoked or withdrawn by us at any time and for any reason, including but not limited to violation of any of the terms and conditions contained herein or violation of any Providence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 of an Annual Membership does not include any right to renew the Annual Membership and does not guarantee rights to any future membership or other 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 (https://www.timbers.com/tickets/ticket-terms), 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 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 penalties imposed in response to any violation or otherwise pursuant to this paragraph.

3. **Ticketing Policies.**

   a. **Term**. The Annual Membership is a one-time membership valid only for the Portland Timbers 2027 MLS Sprint Season (the "**Season**"), and it will expire automatically at the conclusion of the Portland Timbers' final match of the Season. The Annual Membership will not automatically renew, and you will not be charged Annual Membership fees for any future season, including the Portland Timbers 2027-28 MLS season. Any membership or tickets for a future season must be purchased separately and will be subject to the fees, terms and conditions, and availability then in effect. For all Annual Membership payments, your payment authorization shall remain in effect through the Season and until all Annual Membership fees and other amounts due in connection with your Annual Membership have been paid in full. Any credit remaining on your Annual Membership account at the expiration of your Annual Membership will remain on your account to be applied toward the purchase of tickets to mutually agreed upon Events within one (1) year of the date such credit was issued, after which any unused credit will expire.

   b. **Tickets**. The Annual Membership includes tickets to the following "full capacity matches" during the 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 Cup matches, and Leagues Cup matches) to be played at Providence Park during the 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 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

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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 Cup matches, are an additional cost above your Annual Membership fee. Portland Timbers MLS Playoff matches (but excluding the MLS Cup Final) (each, an "**Opt-Out Match**") will be charged to your Annual Membership account unless you opt-out during the applicable opt-out window. If you do not opt out of an Opt-Out Match during the applicable opt-out window, you authorize us to charge the payment method on file for your Annual Membership account for the applicable Opt-Out Match fees. 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 the "Lost Match Remedy" described in paragraph 4 below.

e. **Payment Information; Payment Default**. You must provide and maintain a valid payment method. By purchasing, accepting, or enrolling in an Annual Membership, you authorize us to charge the payment method associated with your Annual Membership account for all Annual Membership fees and other amounts due in connection with your Annual Membership. You further understand that if you choose an installment payment plan that any subsequent installment charges will be made to your authorized payment method in accordance with the applicable payment schedule until your Annual Membership fees have been paid in full. Your payment authorization shall remain in effect for so long as your Annual Membership remains in effect. You are responsible for maintaining current and accurate payment information on your Annual Membership account and must promptly update any changes to your billing address, payment method, or other payment information. If you revoke your payment authorization before all amounts due in connection with your Annual Membership have been paid in full, you will remain responsible for those amounts. 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 any time, in our sole discretion, along with any opportunity to purchase memberships or tickets for future seasons.

f. **Sit/Stand Rules in Sections**. Your view of a match may be obstructed by other fans, including due to fans standing rather than sitting during the match. You may also be asked by us to sit during a match if your section is predominantly sitting. For information purposes only, the following are sections that traditionally stand: Timbers Army/General Admission, 101-102, 109-116, 202, 209-211, "Pub Beer Patio", 93, and 99, and the following are traditionally seated sections: 92, 94-98, C1-C5, 117-123, and 215-221, East Vista, Toyota Terrace, and Bank of America Signature Club on Tanner Ridge.

g. **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 at our sole discretion:
   - A fee of up to $500, revocation of Annual Membership and/or ban from any future ticket purchases

h. **Account; Ticket Transfers**. Annual Membership accounts are not transferrable. Annual Memberships are revocable licenses only and do not constitute personal property, and, to the fullest extent permitted by law, may not be assigned, pledged, transferred, or treated as assets of a bankruptcy estate. We reserve the right to monitor and track ticket transfer and resale activity. Any illegal or unauthorized resale of tickets in violation of our ticketing policies or those of our ticketing providers or other vendors, or the transfer or resale of all or a material number of Annual Membership tickets during the Season, as determined by us in our sole discretion, may result in suspension or revocation of tickets, termination or revocation of Annual Membership privileges, and/or restrictions on future ticket purchases. 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. You are solely responsible for compliance with all laws and regulations relating to ticket resales and transfers and are solely liable for any claims resulting from such sales or transfers.

i. **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 during the Season at Providence Park for any reason (and such match was not rescheduled) or if a scheduled Portland Timbers MLS regular season home match during the Season is not a full capacity match, the sole and exclusive remedy is either (i) a credit for a future ticket or Annual Membership purchase (credit must be used within one (1) year of issuance, after which any unused credit will expire) of the ticket's face value set by us in our sole discretion, excluding any processing or other fees (the "**Face Value**") or (ii) a refund of Face Value to the method used by you for your Annual Membership purchase (collectively, "**Lost Match Remedy**"). We will not provide any credit or refund if any ticketed preseason matches are cancelled, relocated or are not full capacity matches. The remedies 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. Postponed or rescheduled matches do not entitle the account holder to any credit or refund. 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**. If any matches at Providence Park are not played or are not full capacity matches due to 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 credit or refund described in paragraph 4 ("Lost" Matches; Rescheduled Matches; Seating Changes).

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**. 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. **LIMITATION OF LIABILITY. WITHOUT LIMITING ANY OTHER PROVISIONS OF THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT ARE THE RELEASED PARTIES LIABLE UNDER THIS AGREEMENT OR A TICKET FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF ANY APPLICABLE TICKET.**

11. **CLASS ACTION WAIVER. EACH PARTY WAIVES ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION.**

12. **BINDING ARBITRATION. 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. 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.**

13. **JURY TRIAL WAIVER. TO THE EXTENT ANY DISPUTE OR CLAIM RELATED TO, OR ARISING FROM, THIS AGREEMENT PROCEEDS IN A COURT OF LAW NOTWITHSTANDING THE ARBITRATION PROVISIONS ABOVE, YOU AND MANAGEMENT EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY SUCH PROCEEDING.**

14. **Miscellaneous**. 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

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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. Each Released Party that is not a signatory to this Agreement is an intended third-party beneficiary of this Agreement and shall have the right to enforce this Agreement against you. The provisions of these terms and conditions that by their nature should survive shall survive the termination, revocation, or expiration of your Annual Membership. 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 purchase, acceptance, and/or use of a ticket, you agree to the updated terms and conditions and policies.