



## 2024 Season Ticket Member Terms and Conditions

### **AMENDED & RESTATED NORTH CAROLINA FOOTBALL CLUB TICKETING TERMS AND CONDITIONS**

The North Carolina Football Club Ticketing Terms and Conditions include North Carolina FC ("NCFC") men's professional soccer team and its North Carolina Courage ("NC Courage") women's professional soccer team:

#### **North Carolina Football Club Season Ticket Continuous Membership Policies and Procedures**

The following terms and conditions (the "Agreement") apply to NCFC and NC Courage Season Ticket Memberships (individually, a "Membership," collectively, the "Memberships"). The breach of any of the terms and conditions contained herein will automatically terminate the grant of license and benefits provided by the Membership.

In this Agreement, "NC Courage" means the professional National Women's Soccer League ("NWSL") team operated by NCWFC, LLC. "NCFC" means the professional United Soccer League ("USL") team operated by Carolina FC, LLC. "Member" or "Holder" means an individual or entity who has purchased or is in possession of a Membership for one of the North Carolina Football Club teams. A "Season" shall mean a single regular season of the North Carolina Football Club team for which a Membership is purchased, as determined by such team's league, but shall exclude pre-season and post-season. NWSL and USL shall be individually referred to herein as a "League" and collectively as the "Leagues." WakeMed Soccer Park, which consists of a stadium with a playing field for competition, other playing fields, a cross-country running course, accessory facilities, and parking areas shall be referred to herein as the "Soccer Park".

#### **Season Ticket Continuous Membership Benefit**

The following is a summary of Season Ticket Continuous Membership benefits for each of the North Carolina Football Club teams as of the date of these Terms and Conditions. These benefits are subject to change without notice.

##### **NC Courage**

- All NC Courage Regular Season NWSL Home Matches + 1 Bonus Match
- First rights to purchase same seats for all playoff games at the Soccer Park, excluding NWSL Cup Finals
- Ability to purchase additional tickets at a discount throughout the season
- Invites to special events and experiences
- Season Ticket Member Gift, will vary each season
- Season Ticket Member Merchandise Discount online and during home matches

##### **NCFC**

- All NCFC Regular Season USL Home Matches
- First rights to purchase seats for NCFC Home Lamar Hunt US Open Cup Matches
- First rights to purchase same seats for all playoff games at the Soccer Park, excluding USL Cup Finals
- Ability to purchase additional tickets at a discount throughout the season
- Invites to special events and experiences
- Season Ticket Member Gift, will vary each season
- Season Ticket Member Merchandise Discount online and during home matches

#### **AUTOMATIC RENEWAL AND PAYMENT TERMS**

By purchasing a Membership, you are joining the North Carolina Football Club Season Ticket Continuous Membership Program that will renew every year under the following payment terms:

##### **Payment Plan Options**



Members will have the option of selecting one of the following two payment plans:

1. Annual Plan: This plan allows Members to pay 100% of the cost of their Membership in a single payment. Payment is automatically processed for the following season on club's designated renewal date unless Member has chosen to opt-out. This payment may be made using American Express, MasterCard and Visa (each a "Credit Card") or by Automated Clearing House ("ACH") from the Member's bank account.
2. Monthly Installment Payment Plan: This plan allows Members to pay for the cost of their membership for the next Season by making equal monthly payments with the final payment occurring on September 1, 2024. Unless a Member delivers written notice of non-renewal to Carolina FC, LCC, payments for each new Season will commence at club's designated renewal date. Each monthly payment will be automatically made by Credit Card or ACH.
3. 6 Month Payment Plan: This plan allows Members to pay for the cost of their membership for the next Season by making 6 equal monthly payments with the payments beginning in the month that renewal notices are sent. For the 2024 season, payments will occur on October 2, November 1, December 1, January 2, February 1, and March 1. Unless a Member delivers written notice of non renewal to Carolina FC, LCC, payments for each new Season will commence at the club's designated renewal date. Each monthly payment will be automatically made by Credit Card or ACH.

\*All payments are subject to a processing fee. The monthly payment plans are subject to a payment plan fee.

#### **Late Payment Fee**

All payments shall be paid by the 1st of the month when due. Each payment shall be paid, without demand, to North Carolina Football Club. In the event any membership payment is delinquent for a period of ten (10) days or more, then the Member shall be liable for and agrees to pay a delinquent charge in an amount equal to \$15.00 for general seating and \$30.00 for any premium seat as determined by North Carolina Football Club.

#### **Automatic Ticket Renewal**

By purchasing a Membership for the upcoming Season, Members agree to enter North Carolina Football Club's automatic renewal membership program. Under this program Membership will automatically renew at the club's designated renewal date for the next Season unless Member delivers written notice of non-renewal to North Carolina Football Club.

Each year, North Carolina Football Club Ticketing Team will send a renewal notice to Members at least 30 days prior to club's designated renewal date. This renewal notice will specify the new pricing for the Member's tickets for the upcoming Season as well as any changes to Membership benefits and ticketing. Any such Member who opts-out of the next Season will retain Membership status for the remainder of the current Season and any Membership payments for such current Season must be paid by the Member.

If notice of cancellation is not received by North Carolina Football Club by club's designated renewal date, the Member's tickets shall be automatically renewed for the upcoming Season and the Member's first payment shall be due and payable in accordance with the payment option selected under the Agreement.

Any changes to the price of the Membership, or any material changes to the Membership benefits, will be communicated to Members at least 30 days prior to implementation. If Members desire to select a different payment plan, they may do so by informing the North Carolina Football Club Ticketing department prior to the club's designated renewal date each year. No change in a payment plan will be effective until confirmed by North Carolina Football Club.



Membership cannot be suspended for any period. If a Member chooses to cancel the Membership for any period, the Member will need to re-establish Membership, subject to availability, and be subject to the then-current Member pricing and benefits.

**By purchasing a Membership each Member expressly authorizes North Carolina Football Club to automatically, without further notice, initiate ACH or credit card payments as selected by Member.**

#### **Playoff Tickets**

Membership does not include the cost of playoff matches. Members shall have an option to opt out of purchasing playoff tickets associated with their Membership, if any, for all playoff matches (other than League Cup Finals) at North Carolina Football Club stadiums and pitches.

### **MEMBERSHIP TERMS AND CONDITIONS**

#### **1. REVOCABLE LICENSE**

North Carolina Football Club owns and controls all rights to seat locations for North Carolina Football Club home games at Soccer Park and all related facilities (the "Stadium(s)"). Each Membership obtains a license, in the form of the ticket, to use the seat location at the Stadium designated by the ticket North Carolina Football Club, in its sole and absolute discretion, may revoke this license at any time upon refunding the purchase price printed on the ticket to the Member, OR after any misconduct by the Member or the user of Member's ticket for any particular match (herein after referred to as a "Ticket User"), without refund. This license is granted on a game-to-game basis, and is subject to all rules, regulations and policies relating to tickets as established from time to time by North Carolina Football Club, the Stadium and NWSL or USL as applicable. Breach of any of the terms of this Agreement or relevant ticket policies shall entitle North Carolina Football Club to take all available legal remedies, including but not limited to revocation or cancellation of Membership.

#### **2. PAYMENT AUTHORIZATION**

Member understands that by signing the Membership Agreement, Member is authorizing North Carolina Football Club to bill the Member for Membership fees in accordance with the payment selected by Member. This payment authorization shall remain in effect for so long as the Membership remains in effect. The Member understands and agrees that North Carolina Football Club is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, North Carolina Football Club's only responsibility is to correct it after it receives notice of the error. All deposits and payments made are non-refundable.

The Member understands that it is solely the Member's responsibility to ensure the Member's payment information is current and to notify North Carolina Football Club of any deficiencies or changes, and that the Member's failure to do so within the specified time frame may result in a loss of Membership privileges and potential revocation of the Membership. All payments are due on the dates specified regardless of match cancellations or rescheduling – North Carolina Football Club has a strict no refund policy regardless of match date and time rescheduling or cancellations.

North Carolina Football Club accepts American Express, MasterCard and Visa for ticket orders. Payments may be setup up through an ACH with a Member's bank account. Checks are acceptable in advance only and may be made payable to: NC Courage or NCFC, as applicable. Cash is acceptable for walk-up sales at the box office. All orders may have a processing fee per seat assessed to each order.

**ALL PURCHASES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. All events are subject to cancellation and rescheduling. Member shall only be entitled to a refund if an event is cancelled before the start of the event and will not be rescheduled. Notwithstanding the foregoing, THE SOLE AND EXCLUSIVE REMEDY if admission is refused or revoked is a refund of up to the ticket price set by North Carolina Football Club (the "Face Value"), unless otherwise provided below. No other damages shall be payable. IN NO EVENT SHALL North Carolina Football Club, THE LEAGUES OR THEIR AFFILIATES, INCLUDING, NC COURAGE OR NCFC BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL,**



**INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES IN EXCESS OF THE FACE VALUE OF THE TICKET. ANY DISPUTE OR CLAIM RELATED TO, OR ARISING FROM, A MEMBERSHIP OR USE OF A TICKET SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. MEMBER AND ANY PERSON USING A MEMBER'S TICKET ("TICKET USER") AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND EACH WAIVES ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.**

### **3. LICENSE OWNERSHIP**

Each Membership shall only confer a ticket license. Member can be either an individual or business entity. If the Member is a business entity, a contact name must be provided to North Carolina Football Club. Business entities may request a change in the name of the contact person for its Membership account at any time. A request to change the contact person of an entity must be submitted to North Carolina Football Club by an authorized representative.

North Carolina Football Club's acceptance of payments for a Membership from any individual or entity who is not identified as the account holder for such Membership does not grant any Membership rights to such individual or entity nor cause or require North Carolina Football Club to change the name of the Member on the account. Any rights or privileges associated with a Membership belong only to the person or entity identified on North Carolina Football Club's records. North Carolina Football Club reserves the right to require that any transaction pertaining to a Membership held in an entity name be supported by appropriate authorization documents.

Membership accounts and account numbers are not transferable from one person or entity to another. The name under which an account has been purchased may not be changed, with the following exceptions: Legal name change, change in marital status, change in business name, dissolution of business, sale of business, or death of account holder. All requests for account information changes must be submitted in writing.

### **4. MEMBERSHIP TRANSFER PROHIBITED**

Except as permitted by law, Members are prohibited from transferring their Membership to any person, whether by a request to transfer an account, or by sale, gift, transfer by will or trust, property settlement, transfer to creditors, or any other means. Any attempt to sell or otherwise transfer Membership privileges to third parties may be rejected by North Carolina Football Club and may result in termination of the Membership, tickets, and Member privileges. Any court order directing distribution of the tickets to a person not identified as a Member, whether in bankruptcy or otherwise, may result in North Carolina Football Club immediately exercising its right to revoke the license represented by the tickets, including any ticket renewal privileges, upon refund by North Carolina Football Club of all amounts paid for matches that have not yet been played.

North Carolina Football Club recognizes two exceptions to the above policy. First, North Carolina Football Club will allow tickets to be transferred to a Member's immediate family upon the death of the Member. Immediate family members shall be defined as a person's spouse and relatives by birth or marriage including siblings, parents, children, in-laws, and any financial dependents. A request to transfer Membership privileges to an immediate family member of a deceased Member must be submitted to North Carolina Football Club in writing by the deceased's personal representative or other authorized representative and must be supported by appropriate documentation satisfactory to North Carolina Football Club in its sole discretion. Such documentation may include but is not limited to a death certificate, probate or trust documents, and proof of relationship.

Second, if the member is a business entity, North Carolina Football Club will generally allow Membership to be transferred upon the sale or dissolution of an entity. A request to transfer season ticket privileges of an entity must be submitted to North Carolina Football Club in writing by the contact person for the



Membership and must be supported by appropriate documentation satisfactory to North Carolina Football Club in its sole discretion. Such documentation may include but is not limited to corporate resolutions, asset, or stock purchase agreement, and/or dissolution documents. North Carolina Football Club reserves the right to approve or reject any such requests in its sole and absolute discretion.

#### **5. PROHIBITION ON ADVERTISING AND PROMOTION**

Tickets or Membership privileges may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without the express written consent of North Carolina Football Club. North Carolina Football Club shall have no obligation to consent.

#### **6. PROMOTIONAL USE OF MEMBER IMAGE & LIMITATIONS ON MEMBER'S WORKS**

Member and Ticket User 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 a match or an event for any commercial, non-personal, purpose. Member and Ticket User 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 a match or event. Notwithstanding the foregoing, Member and Ticket User agree that by using a ticket to enter the Stadium, Ticket User shall be deemed to have signed this Agreement and to have granted the applicable League an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated to use, publish, edit, and alter Member's and Ticket User's image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, publication or reproduction of the match or event for any purpose without further authorization or compensation and waives all claims and potential claims relating to such use unless prohibited by law. Member and Ticket User grant North Carolina Football Club ownership of any and all intellectual property created by them in violation of this Agreement.

#### **7. MEMBERSHIP PRIVILEGES SUBJECT TO BYLAWS**

Members agree to abide by all rules, regulations, and policies set by North Carolina Football Club the respective Leagues, and the Stadium, including without limitation, the NWSL Fan Code of Conduct, all North Carolina Football Club policies and Stadium rules and policies, including without limitation WakeMed Soccer Park policies. Members further acknowledge that they will be bound and agree to abide by any modification or amendment of the foregoing rules, regulations and policies as revised from time to time.

#### **8. FAN BEHAVIOR**

Each Member and Ticket User is subject to the Ticket Policy and Stadium Rules of Conduct.

All tickets remain the property of North Carolina Football Club and each is a revocable license which may be withdrawn. Admission may be refused or withdrawn, and Member or Ticket User may be immediately ejected at the sole discretion of North Carolina Football Club. Members are responsible for the actions of themselves and any individual using their tickets. North Carolina Football Club reserves the right to terminate the Membership if a Member or Ticket User engages in disorderly conduct or otherwise fails to follow Stadium rules and regulations. In such a case no refund shall be made, and the Member waives its right to any such refund.

North Carolina Football Club also reserves the right to refuse admission or eject any person who violates Stadium policies or whose conduct is deemed disorderly or endangers or is perceived by North Carolina Football Club to endanger others. All persons seeking entry into the Stadium specifically consent to and are subject to inspection, including the use of metal detectors and physical pat-down inspections prior to entry.

Any Member's or Ticket User's belongings may be searched upon entering the Stadium, and prohibited items may be confiscated, at the sole discretion of North Carolina Football Club. By using a ticket,



Member and Ticket User consent to such searches and waive any and all claims relating to such searches. If Member or Ticket User does not consent to such searches, Member or Ticket User will be denied entry or ejected from the Stadium without a refund. Further, North Carolina Football Club reserves the right to refuse admission to or eject any person whose conduct, in North Carolina Football Club's sole discretion, violates these terms and conditions, any applicable code of conduct, or is otherwise disorderly, without refund. Inappropriate behavior or abusive language may result in ejection (without refund), forfeiture of season ticket privileges, and/or other legal action. Refund to Member of the Face Value shall automatically terminate Member's and Ticket User's rights and all licenses to attend any event.

Any Member or Ticket User who behaves in an unruly or disruptive manner, including, but not limited to, using foul language, intoxication, vandalism, or physical or verbal abuse of other fans, Stadium employees, match officials, players, or coaches during, before or after a match may be ejected from the Stadium. Member is responsible for the behavior of anyone using Member's tickets. North Carolina Football Club reserves the right in the event of unruly behavior by a Member or Ticket User, to terminate the Membership without refund or other compensation.

#### **9. LOST OR STOLEN TICKETS**

North Carolina Football Club is not responsible for, and may refuse to honor, any duplicate or duplicated, lost, stolen, destroyed or counterfeit tickets. This ticket is not redeemable for cash and may not be used for, or in connection with, any commercial or trade purposes including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling, or gaming activities, without the express written consent of North Carolina Football Club and the applicable League.

Lost or stolen season ticket card(s) may be replaced at the sole and absolute discretion of North Carolina Football Club, and only to the Member. Replacement tickets may be subject to a replacement fee.

#### **10. CHANGE OF ADDRESS**

It is the Member's responsibility to notify the North Carolina Football Club Ticketing Team of any change of address.

#### **11. NO REFUND POLICY**

No refunds, exchanges or cancellations are permitted except as required by law. All matches and other events are subject to cancellation and rescheduling without refund.

#### **12. CANCELLATION AND RESCHEDULING POLICY**

North Carolina Football Club reserves the right to change the date and/or starting time of any event or match for any reason at any time in their sole and absolute discretion and no such change shall entitle the Member to a refund at any time. In the event of cancellation of an event or match, North Carolina Football Club shall not be required to issue a refund unless the match or event is not rescheduled and except as provided by law.

If a match or event is not rescheduled within twelve months of the date of the original event the original tickets may be exchanged at the North Carolina Football Club box office in person by the Member or by mail for a ticket of the same price, if available, for any future regularly scheduled match of the current season. If a match is rescheduled, NO REFUNDS or EXCHANGES will be issued. The original ticket will be valid for the makeup match.

#### **13. RELEASE OF LIABILITY**

THE MEMBER ACKNOWLEDGES THE RISKS INHERENT IN ATTENDING A LIVE SPORTING EVENT AND (i) VOLUNTARILY ASSUMES ALL RISKS, HAZARDS, 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 but not limited to the risk of contracting a communicable disease or illness (including exposure to a bacteria, virus, COVID19 or other pathogen capable of causing a communicable disease or illness), the risk of lost, stolen or damaged property and the risk of personal



injury or death, however caused, including, but not limited to, all risk of injury or death resulting from players or objects such as balls entering the spectator area or the negligence or misconduct of other patrons (collectively “Harm”), (ii) waives all claims and potential claims relating to such Harms risks, hazards and dangers; (iii) agrees to be bound by the terms printed on the back of each match ticket provided that if there is any necessary conflict between the terms on the match ticket and the terms of this Agreement, the terms of this Agreement will govern, and (iv) AGREES THAT Carolina FC LLC, NCWFC LLC, NC Courage, NCFC, USL and NWSL AND THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, VOLUNTEERS, PLAYERS, OFFICERS, DIRECTORS, PARTNERS, OWNERS, SPONSORS, CONTRACTORS AND OTHER AGENTS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM SUCH CAUSES AND ARE EXPRESSLY RELEASED FROM SAME. By using a ticket, each Ticket User is deemed to agree to the foregoing terms, conditions, and agreements.

#### **14. AGREEMENT MODIFICATION**

North Carolina Football Club reserves the right to revise these Terms and Conditions and the Membership Agreement terms in its sole and absolute discretion by posting such amendments (the “Amendments”) to <https://www.northcarolinafc.com/2023-ticket-terms-and-conditions/>.

If Amendments take effect during the current Season and in the sole and absolute discretion of North Carolina Football Club are reasonably necessary to address safety, security, or emergency situations, Members will be provided notice of any such Amendments upon the Amendments taking effect.

Amendments will not entitle a Member to any refunds.

Without restricting the generality of the foregoing, North Carolina Football Club reserves the right to:

- Relocate Member’s seats during the Season and at any time during the playoffs to accommodate broadcast or security requirements, or for any other reasonable purpose in the sole discretion of North Carolina Football Club. Members will not be eligible for any refunds because of the relocation; and
- Modify Membership pricing for future seasons.

#### **15. GENERAL ADMISSION SEATING**

General Admission seating sections are filled on a first-come, first-served basis. Members are asked not to leave single seats open, as these areas are consistently sold out.

#### **16. STANDING SECTIONS**

During all NC Courage and NCFC matches, sections 204 and 205 are all designated standing areas. There is chanting, singing, standing, drums, banners, flags and more for the duration of the match. All other sections will follow a “majority rules” policy regarding standing in a match. Persistent standing outside of such designated standing areas during an event may result in seats being relocated at North Carolina Football Club’s discretion.

#### **17. NOTICES AND REQUESTS**

All notices and requests relating to a Membership, whether described above, must be given in writing by the Member, and sent to the attention of North Carolina Football Club Ticketing. No notice or request will be effective or acted upon by North Carolina Football Club until received in writing. All correspondence concerning a Membership should include the account number and daytime phone number for the Member. Notices and requests from North Carolina Football Club are communicated to Members via several methods, independent of and/or in combination with each other, and include but are not limited to U.S. Postal Service, telephone, e-mail, or other social media outlets. It is the Member’s sole responsibility to maintain accurate, current, and complete contact information with North Carolina Football Club.

North Carolina Football Club has contracted with a texting service, which will allow North Carolina Football Club to contact each Member by text message. Such texts may include game information (for



example, time changes and parking information), information regarding renewals, special offers, and individual game sales. This service is provided in addition to email and phone call notifications to Members. Members are responsible for any phone, carrier, or other charges associated with texting and mobile notifications. If a Member does not want to receive texts Members can request a STOP to the text and be removed from the text list.

#### **18. GOVERNING LAW**

These Terms shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions. Any action or proceeding arising out of or relating to this Agreement must be brought in the courts in the state of North Carolina. The Member knowingly, voluntarily, and irrevocably submits to the exclusive jurisdiction of the courts located in Wake County, North Carolina in any such action or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum.

#### **19. ACCEPTANCE OF TERMS/CONDITIONS**

Upon remitting any full or partial payment toward annual Membership dues, or by accepting delivery of tickets and Member benefits, each Member acknowledges responsibility for payment of the full annual Membership price and accepts and agrees to the complete terms and conditions of the North Carolina Football Club Season Ticket Continuous Membership Agreement and Terms of Use, subject to any amendments made to the foregoing from time to time.