

TERMS AND CONDITIONS

TERMS OF USE

Please carefully read these terms and conditions of use (these “Terms of Use”) before using the Site (as defined herein) and the Services (as defined herein). These Terms of Use apply to the website located at <https://www.nccourage.com/> and the subdomains thereof on which this Terms of Use is posted (the “Site”). These Terms of Use may also apply to any online services and applications provided by NCWFC, LLC, and its parents, subsidiaries and affiliates (collectively, “NC Courage”, “NCC” “our”, “us” or “we”) on or through the Site, as well as any mobile/tablet applications that link to or reference these Terms of Use (collectively, the “Services”).

Your access to and use of the Site and the Services are subject to these Terms of Use (including the [Privacy Policy](#) of the Site (the “Privacy Policy”)), the [Cookies Policy](#) of the Site (the “Cookie Policy”) and all applicable laws, rules and regulations. By accessing and using this Site and/or the Services, you signify your assent to these Terms of Use. These Terms of Use (including the Privacy Policy and Cookies Policy) may be amended or modified in our sole discretion, and we may impose additional terms and conditions applicable to the Site and/or the Services from time to time and at any time, with or without notice. Any such changes or additions will be reflected by an update of this posting. Please check these Terms of Use periodically for changes. Your continued use of the Site and/or the Services following the posting of changes to these Terms of Use (including the Privacy Policy and Cookies Policy) will mean you accept those changes. If you do not agree to these Terms of Use (including the Privacy Policy AND COOKIES POLICY), do not use the Site and/or the Services.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE SITE OR THE SERVICES BECAUSE IT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND NCC THAT APPLIES TO EACH AND EVERY SITE AND SERVICE, EVEN IF YOU ONLY VISIT, ACCESS, REGISTER WITH OR USE ONLY ONE SITE OR ONE SERVICE. THESE TERMS OF USE CONTAIN A BINDING “ARBITRATION AGREEMENT,” WHICH PROVIDES FOR BINDING ARBITRATION AND WAIVERS OF JURY TRIALS AND CLASS ACTIONS.

1. Ownership and Use Restrictions

The Site is owned and operated by NCC. NCC reserves the right to contract with, and has contracted with, third parties for the operation of various components or services of the Site, each on our behalf.

The content and materials contained on or distributed within the Site and Services (including, without limitation, video, audio, photos, text, images, user interfaces, graphics, statistics, updated scores, news, sweepstakes, contests, fantasy games, message features, merchandise, tickets,

logos and all copyrights and intellectual property related to the Site and/or Services, NCC and any of its commercial partners, sponsors, licensees and other partners (the “Content”) are either owned by, or licensed to, NCC. We maintain the Site and Services for your personal entertainment, information, education, and communication. You may not download, reproduce, republish, prepare derivative works based upon, modify, upload, post, repost, compile, decompile, transmit, reuse, distribute, copy, adapt, reverse engineer, link to, scrape, publicly display, sell in any form or by any means, or otherwise use the Content in any manner, except as expressly provided in these Terms of Use, without our express written permission, and nothing herein shall imply any license or right otherwise. Modification of any Content on the Site or Services in any manner is a violation of the applicable owner’s intellectual property and other proprietary rights.

You agree that you will not, and will not permit anyone else to, directly or indirectly transmit any Content that is unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another’s privacy or racially, ethnically or otherwise objectionable; or transmit any Content that you do not have the right to transmit, under any law or contractual or fiduciary relationships, including, without limitation, any inside information or proprietary or confidential information.

The wordmarks, logos, trade names, packaging and designs of NCC, and the Site and the Services are the exclusive property of NCC and our affiliates, including the National Women’s Soccer League (“NWSL”). All other word marks and logos (each, a “Trademark” and, collectively, the “Trademarks”) appearing on the Site and on the Services are Trademarks of their respective owners, regardless of whether such Trademarks are displayed with the trademark symbol. Nothing contained on the Site or as part of the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site or on the Services in any manner. Any use of the Trademarks displayed on the Site, or in any other Content on the Site, or in the Services except as expressly provided in these Terms of Use, is strictly prohibited.

Images of people or places displayed as part of the Content on the Site or on the Services are either the property of, or used with permission by, NCC. Any use of these images by you, or anyone else authorized by you, is prohibited unless expressly permitted by these Terms of Use or by express permission that is granted elsewhere on the Site or in connection with the Services. Any unauthorized use of the images may violate copyright, trademark or other intellectual property laws, the laws of privacy and publicity, and communications regulations and statutes.

We provide no representations or warranties with respect to your use of any Content displayed on the Site and/or Services (including any representations and warranties with respect to misappropriation, dilution, infringement or other violation of any rights of third parties).

Furthermore, NCC reserves the right to revoke your use privileges with respect to the Site and Services, or any portion thereof, at any time.

2. Services

The Content on the Site and the Services provided may be updated, deleted or otherwise modified from time to time at the sole discretion of NCC.

3. Use and Access

YOU MUST BE AT LEAST 13 YEARS OF AGE TO (a) USE THE SITES OR SERVICES, (b) USE ANYTHING ACCESSIBLE OR AVAILABLE ON OR THROUGH THE SITES, OR (c) TRANSMIT/SUBMIT/POST ANY SUBMISSION, ANY PERSONAL INFORMATION OR ANYTHING TO ANY FORUM OR ANYWHERE ELSE ON THE SITES, INCLUDING USE OF MOBILE SMS TEXTING. By accessing, using and/or submitting information to or through any of the Sites, you agree and represent that you are at least 13 years of age or older and otherwise have the legal capacity to enter into these Terms.

Pursuant to 47 U.S.C. Section 230(d), as amended, NCC hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. The Sites are not directed to, not intended for and may not be used by anyone under the age of 13.

AGES 13-18: IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR TEENAGER'S ACCESS AND USE OF THE SITES, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH TEENAGER'S USE OF THE SITES AND/OR ANYTHING ACCESSIBLE OR AVAILABLE ON OR THROUGH THE SITES.

4. Unsolicited User Ideas.

NCC does not accept or consider unsolicited ideas, including ideas for new promotions, products, applications, technologies, processes or other ideas or inventions (collectively, "User Ideas"). You must not transmit any User Ideas to or through the Sites or to NCC that you consider to be confidential or proprietary. You agree that any and all User Ideas are non-confidential and non-proprietary and need not be treated as such. You are responsible and liable for any User Ideas. You agree that by submitting User Ideas to NCC, including any concepts, know-how or ideas, you hereby transfer all rights in such User Ideas to NCC (and its successors), without payment or accounting to you or others. NCC is not obligated to review, evaluate, publish, or use any User Idea.

5. Code of Conduct

While using any of the Sites and/or Materials, including on or in any Submissions (as defined below) or postings, you agree to follow the standards set forth below (the “Codes”), and you agree not to:

Create a false identity or impersonate any person;

- Create, post or transmit any content or message containing profanity, sexually graphic or offensive language, including any uses of characters such as \@\$% to replace letters;
- Engage in any activity or send, post, transmit or make available any content or message that is false, intentionally misleading, disruptive, unlawful, harmful, threatening, abusive, harassing, rude, defamatory, hateful, vulgar, inciteful, racist, illicit, illegal or otherwise objectionable;
- Submit content, materials or Submissions that are subject to the Intellectual Property of a third party, or otherwise subject to third party proprietary rights, including, without limitation, privacy and publicity rights, unless you are the owner of such rights or have permission from the owner to do so and to grant NCC all the license rights necessary to transmit or maintain such content, material, or Submissions;
- Send, post, transmit or make available any material non-public information about any person, entity, or NCC without the express authorization to do so;
- Send, post, transmit or otherwise make available any advertisements, solicitations, chain letters, pyramid schemes, junk mail, SPAM, investment opportunities or other unsolicited or unauthorized commercial or promotional content, materials, or communication;
- Institute an attack upon any server used in connection with the Sites or any portion thereof or otherwise attempt to disrupt such servers;
- Send, post, transmit or otherwise make available any material or Submissions regarding hacking, cracking, exploiting, or otherwise making improper use of the Sites;
- Attempt to or actually restrict or inhibit any other user from using and enjoying the Sites;
- Use any robot (bot), spider, scraper or other unauthorized or automated means to modify, use or access the Sites, or any portion thereof;
- Send, post or transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of an intentionally destructive nature;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble all or any portion of the Sites or the Materials;
- “Frame” or “mirror” any part of the Sites without NCC’s prior written authorization;
- Attempt to collect any private information from any other user of the Sites, including without limitation, the collection of personal information about others, such as email addresses or geo-locations;
- Harvest or collect any information about users of the Sites;
- Use the Sites in any manner that violates any applicable laws or regulations or is prohibited by these Terms; and/or

- Assist or permit any persons in engaging in any of the activities described in this listing of the Codes.

6. Messaging

The Site and the Services may offer opportunities for you to send messages or postings in connection with various features which may include, without limitation, vanity email, auctions, contests, games, message boards, chat rooms, blogs and video submissions (each a “Message Feature” and, collectively, the “Message Features”). You must use any Message Features in a responsible and respectful manner. By entering the Site or using the Services, you expressly agree to not transmit any message (each, a “Message” and, collectively, the “Messages”) in connection with any Message Feature that violates the Code of Conduct for the Site and Services as set forth below or any other applicable policies posted on the Site or made available in connection with the use of any Service.

We and our third-party providers (the “Vendors”) shall have the absolute right, but not the obligation, to review, edit, block, delay or delete any Message transmitted in any Message Feature that: (i) violates any term of these Terms of Use or any other applicable policies posted on the Site or made available in connection with the use of any Service; (ii) is otherwise illegal, offensive or inappropriate; and/or (iii) for any other reason, in our sole discretion. Depending on the nature of the violation, we shall have the right, but not the obligation, in our sole discretion, to terminate your access to the Site and/or Services at any time.

Neither NCC nor our Vendors are under any obligation to do so and assume no responsibility or liability that may result from the content of any Message, nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein. Display of any Message in any Message Feature does not constitute approval or endorsement by us or our Vendors.

Messages, feedback, or other information submitted to the Site or the Services by email or otherwise, including any data, questions, comments, suggestions or the like are, and will be treated as, non-confidential and non-proprietary. NCC shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Messages for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Messages are original with you or that you have the right to submit such Messages. By submitting a Message to the Site or in connection with any Services, you acknowledge that any information disclosed by you therein: (i) may be used by any third party; (ii) is not confidential, may be read or intercepted by others and you have no expectation of privacy with respect thereto; (iii) creates no confidential, fiduciary, contractually implied or other

relationship between you and us or our Vendors other than as expressly set forth in these Terms of Use; and (iv) is subject to the grant of Rights to us and our Vendors.

7. Mobile Messaging

The Sites and the Materials may include apps and/or versions designed for mobile content that may be viewed on mobile devices, including without limitation, phones and tablets (the “Mobile App”). To use the Mobile App, you must have a wireless mobile device with cellular or wireless service (with SMS (text messaging) capability) through a participating mobile service provider. You can subscribe to receive, from time to time, text messages from NCC. To stop receiving messages text “STOP” and to receive help text “HELP.” Any subscription SMS will also include instructions for unsubscribing, which may vary depending on how you obtain access to the Sites. You agree that you are solely responsible for all message & data charges that you incur from your mobile service provider for your use of the Mobile App. Please contact your mobile service provider for pricing and details. NCC is not liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier’s name and the date, time and content of your messages.

8. Linked Services

The Site or Services may contain links to other websites and services (“Linked Services”). The Linked Services may not be under NCC’s control and NCC is not responsible for the contents or use of the Linked Services.

9. Availability of Services

The availability of the Content, the Site and the Services may be affected or impaired by a variety of factors, including delays or cancellations, application of restrictions, technical problems or network delays, program rescheduling or other reasons. You agree that NCC is not obligated to provide you with any specific Content or access to the Site or the Services under these Terms of Use.

10. Disclaimer of Warranties and Damages; Limitation of Liability

While we use reasonable efforts to include accurate and up to date information in and Content on the Site and through the Services, we make no warranties or representations as to its accuracy. We assume no liability or responsibility for any errors or omissions in the Content of the Site or in the Services. We make no representation that the Content contained in the Site or the Services are appropriate or authorized for use in all countries, states, provinces, counties or any other jurisdictions. If you choose to access the Site and/or the Services, you do so of your own initiative and risk and are responsible for compliance with all applicable laws. NCC assumes no liability or responsibility for any errors or omissions in the content of the Site and through the Services.

THE CONTENT AND SERVICES (AND ANY OTHER PRODUCTS OR SERVICES PROVIDED AS A RESULT OF YOUR USE OF THE SERVICES) ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR AFFILIATES AND OUR VENDORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER WE, NOR OUR AFFILIATES, NOR OUR VENDORS WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THE SITE OR SERVICES IS ACCURATE, COMPLETE, CORRECTLY SEQUENCED, RELIABLE OR TIMELY, OR THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED OR FREE OF ERRORS AND/OR VIRUSES. YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR ANY OF THE FOREGOING OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OF THE SITE OR SERVICES OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU USE THE SITE AND SERVICES AT YOUR SOLE RISK AND EXPRESSLY ASSUME ALL RISK RELATING THERETO.

UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, OUR VENDORS, NOR ANY OF THEIR AFFILIATES BE LIABLE, INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, TORT OR NEGLIGENCE, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, INTERRUPTION, DELETION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, OR UNAUTHENTICITY OF ANY CONTENT IN THE SITE OR SERVICES, OR THE USE OR INABILITY TO USE THE SITE OR SERVICES OR ANY CONTENT THEREIN. IN NO EVENT SHALL OUR, OUR AFFILIATES OR OUR VENDORS’ AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE OR CLAIM RELATED TO OR ARISING OUT OF THE SITE AND SERVICES EXCEED \$100.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

11. Indemnification

You hereby agree to indemnify and hold NCC, its operators, affiliates, subsidiaries, vendors, and each of their respective members, managers, directors, owners, officers, employees, partners, governors, representatives, agents, successors and assigns harmless from any and all claims, demands, liabilities, damages and expenses and other losses (including attorneys’ fees and court

costs) arising out of or relating to: (a) your use of the Site, including, without limitation, use of any Message Feature, Service, or the merchandise store; and/or (b) any breach or alleged breach of these Terms of Use by you. You further agree that NCC shall have control of the defense or settlement of any third-party claims unless NCC exercises its option to require you to defend NCC. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and NCC.

12. Notice for California Users

Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at California Department of Consumer Affairs, Consumer Information Center, 1625 North Market Boulevard, Suite N-112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 in order to resolve a complaint regarding the services or to receive further information regarding use of the service.

You may have the Terms of Use mailed to you electronically by sending a letter to NCC, Attn: Legal Department, Website Terms of Use, 801 Corporate Center Drive, Ste 320 Raleigh, NC, 27607, with your full name and email address and including a written request for copies of the Terms of Use.

13. System Outages

NCC and its third-party providers periodically schedule system downtime for the Sites and the systems they are hosted on for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that NCC has no responsibility and is not liable for: (a) the unavailability of the Sites or Services; (b) any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or non-delivery of data, transactions or any other information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Sites or Services, any Internet service providers, or any Internet facility or network.

14. INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (“Arbitration Agreement”); TIME PERIOD LIMITATION FOR CLAIMS

Subject to the other provisions herein, any dispute, claim or controversy arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof (including as to the determination of the scope or applicability of this agreement to arbitrate) (“Claim”) shall be resolved through BINDING INDIVIDUAL ARBITRATION as set forth in this Section. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and not by state law.

Arbitrations shall be administered by the American Arbitration Association (“AAA”) pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. You may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting www.adr.org. If the AAA is unable or unwilling to arbitrate a dispute or claim, then the dispute or claim may be referred to any other arbitration organization or arbitrator that both parties agree upon in writing or that is appointed pursuant to Section 5 of the FAA. The arbitration shall take place in Raleigh, North Carolina. The arbitrator shall be authorized to award any relief that would have been available in court. The arbitrator’s decision shall be final and binding. This Arbitration Agreement shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

To the maximum extent permitted by law, you permanently and irrevocably waive the right to bring any Claim unless you provide NCC with written notice of the event or facts giving rise to the Claim within one (1) year of their occurrence.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION OR DISPUTE UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR DISPUTE, INCLUDING ANY ARBITRATION DISPUTE INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SITE, AND NO CLASS ACTION ARBITRATION PROCEEDINGS OR ANY PROCEEDINGS IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY SHALL BE PERMITTED. PROCEEDINGS TO RESOLVE, ARBITRATE OR LITIGATE (IF APPLICABLE) A DISPUTE IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS. NCC and you each understand and agree that by allowing each other to elect to resolve any dispute through individual arbitration, NCC AND YOU ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. Additionally, neither the AAA, which shall administer the arbitration, nor the arbitrator may consolidate the claims of multiple parties.

Notwithstanding any other provision herein, you and NCC may each seek relief in a small claims court for Claims within its jurisdiction. In addition, NCC shall always have the right to seek and obtain temporary or preliminary injunctive relief or specific performance in any court of competent jurisdiction. If any Claim is determined not to be subject to arbitration, the exclusive jurisdiction and venue for proceedings concerning such Claim shall be the federal or state courts of competent jurisdiction sitting within Raleigh, North Carolina (the “Forum”) and the parties hereby waive (i) any right to a trial by jury with respect to any Claim in such proceeding, (ii) any argument that the Forum or any court within it does not have personal jurisdiction, and (iii) any argument that the Forum is not appropriate or convenient.

If either party initiates a proceeding involving any Claim other than (i) an arbitration in accordance with this Section or (ii) a proceeding in small claims court permitted by this Section, other than in

the Forum, the other party shall recover all attorneys' fees, costs, and expenses reasonably incurred in enforcing this agreement and the agreed Forum.

Notwithstanding any other provision of this Arbitration Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of these Terms of Use and any related agreement, your fulfillment or default of your obligations under this Agreement or any related agreement, and/or your or NCC's bankruptcy or insolvency (to the extent permitted by applicable law).

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH BELOW. If you do not wish to be bound by this Arbitration Agreement, you must notify NCC in writing within thirty (30) days after the date you agree to these Terms of Use by sending a letter to: NC Courage, Attn: Legal Department, Website Terms of Use, 801 Corporate Center Drive, Ste 320 Raleigh, NC, 27607. The request must include your full name, mailing address, email address, and the statement "I reject the Arbitration Agreement contained in NCC's Terms of Use." If you exercise your right to reject arbitration, the other provisions of these Terms of Use shall remain in full force and effect as if you had not rejected arbitration.

15. Governing Law

These Terms of Use and any dispute that might arise between you and NCC will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of North Carolina. This governing law provision shall survive any expiration or termination of your relationship with NCC.

16. United States Jurisdiction

Notwithstanding any other provision of this Arbitration Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement.

17. Assignment

You may not assign or transfer these Terms of Use, by operation of law or otherwise, without NCC's prior written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null and of no effect. NCC may assign or transfer these Terms of Use, at its

sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

18. Miscellaneous

These Terms of Use (together with the Privacy Policy, Cookies Policy and any other applicable policies posted on the Site or made available in connection with the use of any Service) constitute the entire agreement between the parties, and supersedes all prior and contemporaneous written or oral agreements, proposals or communications with respect to the subject matter hereof between you and us. As noted above, we in our sole discretion may amend these Terms of Use, and your use of the Site or Services after such amendment is posted on the Site will constitute acceptance of it by you. The section headings in these Terms of Use are for convenience only and must not be given any legal import. If any term or provision of these Terms of Use shall be held to be invalid by any court or arbitrator of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. Additionally, NCC's failure to enforce any provisions of these Terms of Use or respond to a breach by you or another user shall not serve to waive NCC's right enforce subsequently any terms or conditions of these Terms of Use or to act with respect to similar breaches. The terms of these Terms of Use which should survive shall survive any expiration or termination of your relationship with NCC.

19. Notices

We may give notice to users of the Site or Services by means of a general notice on the Site or Services, electronic mail to a user's email address if on record, or by written communication sent by first class mail to a user's address if on record.

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

NCC
Attn: Legal Department
801 Corporate Center Drive
Ste 320
Raleigh, NC 27607

SWEEPSTAKES TERMS AND CONDITIONS

TERMS AND CONDITIONS

From time to time NCC may offer or allow you to participate in promotions, giveaways, contests or sweepstakes (each, a “Promotion”) through the Sites. Participation in any Promotion is subject to the Official Rules governing that Promotion. NCC may announce rules in connection with any Promotion, but regardless of whether specific rules are announced, all such opportunities will be controlled by the Terms, unless explicitly superseded by Promotion-specific rules. If you choose to participate in a Promotion, NCC may collect your personal information, such as your name, address, age, telephone number, e-mail address or other contact information, and may use such information as set forth in the Privacy Policy. These Terms and Conditions (“Terms”) for Promotional Events apply to all digital media sweepstakes (“Sweepstakes”) and all promotional giveaways (“Giveaways”) conducted by NCWFC, LLC d/b/a NC Courage (“Club”). For the avoidance of doubt, the National Women’s Soccer League (“NWSL”) is explicitly neither involved in any Sweepstakes nor responsible for the execution thereof. The Sweepstakes and the Giveaways are collectively referred to in these Terms as the “Promotional Events”. By participating in a Promotional Event, you agree to be bound by these Terms. Promotional Entities means the Club and its parents, affiliated companies, subsidiaries, licensees, divisions, members, teams and any and all other companies associated with the Promotion.

RULES FOR SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED FOR THE APPLICABLE SWEEPSTAKES. VOID WHERE PROHIBITED BY LAW. ALL ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

By participating in any Sweepstakes promoted by the Club, whether through e-mail, one of the Club’s social media accounts (i.e., Facebook, Twitter/X, Instagram and TikTok) or the Club’s website, you agree to these Terms. The details and requirements for entry or participation in a particular Sweepstakes will be provided by the Club via e-mail, its applicable social media accounts, or its website from time to time, in the discretion of the Club. You must follow the

directions provided by the Club and these Terms in order to participate in, and receive a Prize in connection with, any Sweepstakes.

HOW TO ENTER:

To enter Sweepstakes via the applicable social media network, you must (a) have a valid, public (i.e., not “protected” or “private”) social media account, and (b) follow the applicable official Club social media account. If you do not have a social media account, you should either visit the applicable social media channel’s website and follow its instructions for setting up a free social media account or download the social media channel’s application on your mobile device and follow the enrollment instructions for a free social media account. If you wish to enter a particular Sweepstakes, follow the instructions provided by the Club’s Tradable Bits game for that Sweepstakes in the manner and time period set forth by the Club (the “Entry Period”) to receive one (1) entry in the applicable Sweepstakes. Multiple entries will not be accepted. Failure to follow any instructions provided by the Club or to submit your entry within the applicable Entry Period may result in disqualification. The time of receipt of any valid entry shall be the time such valid entry becomes available to the Club on each associated social media network, and the Club’s computer shall be the official clock of each Sweepstakes.

To enter any Sweepstakes via e-mail, forms, or website, you must fill out the official entry form provided in the e-mail or message from the Club and follow any other instructions provided by Club in such message. Multiple entries will not be accepted. Failure to follow any instructions provided by the Club or to submit your entry within the applicable Entry Period may result in disqualification. The time of receipt of any valid entry shall be the time such valid entry becomes available to the Club, and the Club’s computer shall be the official clock of each Sweepstakes.

ELIGIBILITY: The Sweepstakes are open only to legal residents of the United States who are at least 18 years old at the time of entry. Employees, officers, directors, agents and representatives of the Club, and each of its parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies (hereafter collectively, “Released Parties”), and

each such individual's immediate family members (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win a prize. The Sweepstakes are subject to all applicable federal, state, territory and local laws, rules and regulations.

DRAWING: Promptly following the conclusion of the applicable Entry Period, the potential winner(s) of the applicable Sweepstakes will be selected by random drawing from among all eligible entries received for the applicable Sweepstakes. Subject to verification of eligibility and compliance with these Terms, the potential winner(s) will be declared the official winner(s) of the applicable Sweepstakes (each, a "Winner"). The decisions of Club are final and binding on all matters relating to the Sweepstakes. Odds of winning a Sweepstakes will depend on the total number of eligible entries received for the applicable Sweepstakes. Each Sweepstakes will be limited to one (1) Prize per person, family or household.

****NOTIFICATION:**** Each potential winner will be notified via e-mail to the potential winner's associated email account provided at the time of entry, or via direct message to the potential winner's associated social media account provided at the time of entry as applicable (the "Prize Notification") and will be required to privately (through the applicable social media platform's direct message function, email, or other secure, private means) provide his/her name, address, age and other personal information necessary to verify eligibility and receive the Prize. In the event that any potential winner does not respond to any such Prize Notification within forty-eight (48) hours of the time of issuance (or within the time specified by the Club's social media account, as applicable), fails to provide Club all information necessary to verify eligibility and/or receive the Prize or declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Club's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries for the applicable Sweepstakes. Each potential winner may be required to provide identification to Club and may be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Publicity, within forty-eight (48) hours of the time of issuance (or within the time specified by the

Club's social media account, as applicable). Failure to submit any identification required by the Club or to return the required documents within the specified time period, noncompliance with these Terms or the return of any Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and Prize forfeiture and, at Club's sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries for the applicable Sweepstakes.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, you agree (i) to be bound by these Terms, including all entry requirements, (ii) to waive any and all claims against the Released Parties for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in any Sweepstakes or from the receipt or use of any Prize (or any portion thereof) or any travel or activity related to the receipt or use of any Prize (or any portion thereof); and (iii) that neither the Club nor any of the Released Parties have made or make or are responsible or liable for any warranty, representation or guarantee, express or implied, relative to any Sweepstakes or any Prizes to be awarded to the Winner(s) thereof, including but not limited to, their quality or fitness or merchantability, and all such Prizes are tendered on an "as is" basis. By entering any Sweepstakes, you give your express permission to be contacted by Club by telephone, email and/or postal mail for Sweepstakes purposes. Each Winner, by acceptance of a Prize, grants to Club and its designees the right to publicize such Winner's name, address (city and state/territory/province of residence), photograph, voice, biographical information, statements and/or other likeness and Prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

WINNERS' LIST: For a list of Sweepstakes winners for each calendar year, mail a request and a self-addressed stamped envelope to be received by no later than January 31st of the following calendar year to: NC Courage Social Media Sweepstakes Winners List, 801 Corporate Center Drive, Suite 320, Raleigh, NC 27607.

RULES FOR GIVEAWAYS

HOW TO PARTICIPATE: Giveaways will be conducted at the Club's home games and events on a first-come, first-served basis for ticketed individuals. Unless otherwise specified by the Club, each Giveaway's Prizes will be limited to one (1) Prize per each participating ticket-holder.

NUMBER OF PRIZES: Unless the number of Prizes is specified in the Club's announcement of a Giveaway, Giveaways will be conducted on a "while supplies last" basis, and the Club shall have no liability once its supply of Prizes for a Giveaway is exhausted.

WAIVER OF LIABILITY: By participating in a Giveaway, you agree (i) to be bound by these Terms, including all entry requirements, (ii) to waive any and all claims against the Released Parties for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in any Giveaway or from the receipt or use of any Prize (or any portion thereof) or any travel or activity related to the receipt or use of any Prize (or any portion thereof); and (iii) that neither the Club nor any of the Released Parties have made or make or are responsible or liable for any warranty, representation or guarantee, express or implied, relative to any Giveaway or any Prizes to be given away in connection therewith, including but not limited to, their quality or fitness or merchantability, and all such Prizes are tendered on an "as is" basis.

GENERAL CONDITIONS FOR PROMOTIONAL EVENTS

The prize(s) and quantity of such prize(s) to be offered in each Promotional Event (each, a "Prize") shall be identified by the Club in the applicable e-mail or social media account(s). Exact Prize details shall be determined in the sole and absolute discretion of the Club. Prizes are non-transferable and non-assignable, with no cash redemptions. The Club reserves the right to substitute any Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. Each Prize recipient (a "Recipient") is fully responsible for any and all applicable federal, provincial, state, territory and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified by the Club as being provided as part of the Prize are the sole responsibility of the Recipient. In the event

that the Prize includes tickets to an NC Courage game, exhibition or other event, the specific date, time and seat locations will be determined in the sole discretion of the Club, and may be subject to change. The terms and conditions of any tickets awarded as a Prize will govern in the event a game, event or exhibition is not played due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. The Recipient and any guests will be required to comply with all stadium rules and regulations when using tickets awarded as Prizes. Released Parties will not be responsible for Acts of God, acts of terrorism, civil disturbances, pandemics, epidemics, work stoppage or any other natural disaster that may cause the cancellation or postponement of any NC Courage game, event or exhibition. Such game, event and exhibition tickets awarded as Prizes may not be resold or offered for resale. In the event more winner notifications are issued, or more winning prize claims are received, than the number of prizes announced by the Club for a given Sweepstakes due to errors, a random drawing will take place from all eligible prize claims for the affected Sweepstakes in order to award the proper number of prizes for that Sweepstakes.

Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, technical failures, computer malfunctions, failures or difficulties, or other errors or difficulties of any kind relating to or in connection with any Promotional Event. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in any Promotional Event. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in any Promotional Event or downloading materials from, or use of, a website. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any advertising or promotion materials and the terms and conditions of these Terms, these Terms shall prevail, govern and control.

Persons who tamper with or abuse any aspect of any Promotional Event or website or attempt to undermine the legitimate operation of any Promotional Event by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Club's representatives or who are in violation of these Terms, as solely determined by Club, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of any Promotional Event is unlawful and subject to legal action by the Released Parties and/or their respective agents. Club shall have the sole right to disqualify any entrant for violation of these Terms or any applicable laws relating to any Promotional Event, and to resolve all disputes in their sole discretion.

INDEMNITY, DISPUTES. By participating in the Promotion, each entrant agrees to indemnify and hold harmless each of the Promotion Entities from any and all liability arising out of or relating in any way to the entrant's participation in the Promotion. Except where prohibited by law, each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State and Federal courts located in the Wake County, State of North Carolina; (b) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING THIS PROMOTION AND/OR RECEIVING A PRIZE, BUT IN NO EVENT ATTORNEYS' FEES; AND (c) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of an entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other

than the State of North Carolina. If any provision of these Official Sweepstakes Rules is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision will not affect any other provision of these Official Sweepstakes Rules, and these Official Sweepstakes Rules will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as described above, as the case may be. Entrant hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non conveniens or lack of personal jurisdiction that they may have.

RELEASE; WINNER PUBLICITY RELEASE. By participating in the Promotion, each entrant agrees to release and hold harmless the Promotional Entities and the NWSL and all other entities from and against any and all claims, injuries, damages or losses that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of any Prize(s) awarded. Each entrant (irrespective of whether or not such entrant wins a Prize), grants to each of the Promotion Entities an independent, royalty-free, perpetual, irrevocable, fully transferrable, non-exclusive, worldwide right (but not obligation) and license to publicize and use such entrant's name, address (city and state of residence), photograph, voice and/or other likeness and Prize information in any and all media now known or hereafter devised, without additional compensation or consideration, notification or permission, unless prohibited by law

The Club reserves the right, in its sole discretion, to cancel or suspend any Promotional Event for any reason, including any cause that corrupts the administration, security, fairness, integrity or proper operation of such Promotional Event. In the event of cancellation, Club may elect to identify the Recipient and award the Prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

The Club reserves the right to modify these Terms for clarification purposes without materially affecting the terms and conditions of any Promotional Event.

Each Promotional Event is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, TikTok or X.

TICKETING TERMS AND CONDITIONS

1. **Ticket Purchases.** The following terms and conditions (“Ticket Policies”) apply to all NC Courage ticket purchases, including single match, mini-plan, and season ticket purchases. All tickets to any Event (as defined below), constitute a limited revocable license which may be revoked at any time by NC Courage for any reason (“Ticket”). Unless otherwise specified, all of the rights herein inure to the benefit of the Original Purchaser only. The rights and remedies of Ticket Holders (as that term is defined herein) who purchase their tickets as Secondary Purchasers (as defined below), through ticket resellers or other secondary markets or receipt of a transfer of a ticket or tickets through NC Courage’s third-party ticket provider (“Ticket Agent”), Account Manager, or any other form in which a ticket is issued by NC Courage to an Original Purchaser may be limited as provided herein. NC Courage expressly reserves the right not to refund or reissue any ticket purchased through ticket resellers or secondary markets. All sales are final. NC Courage reserves the right not to replace or honor lost, destroyed, counterfeit or stolen tickets. These Policies may be amended and updated from time to time at the exclusive discretion of NC Courage or the National Women’s Soccer League (“NWSL”).
2. **Definitions.** The following definitions shall apply to all Original Purchasers, Ticket Holders, Season Ticket Purchasers, and where applicable, to Secondary Purchasers as well as these Policies and the Terms and Policies for Season Ticket Purchasers, below:
 - a. “Account” shall mean the electronic file record together with certain data and information provided by an individual (“Account Holder”) whom is an Original Purchaser (as defined below) for the purchase of any Tickets online or over the phone, that may be provided at the time of purchase or at any point thereafter.
 - b. “Account Data.” Each Account may include information about each Account Holder including but not limited to name, birthdate, address, phone number, email, account number and current transaction information and information which is otherwise known as Personally Identifiable Information, biographical or qualitative information, records of customer service inquiries, past transactions and invoices, the last four digits of the valid credit card on file for identification and verification purposes only, and any and all other information provided voluntarily by Account Holder or as required by NC Courage or Ticket Agent to maintain an active Account in good standing (collectively “Account Data”). NC Courage shall keep Account Data in accordance with its Privacy Policy and unless otherwise requested or indicated by Account Holder, NC Courage shall use the information therein to easily identify, communicate and process transactions related to the purchase of Tickets, to sell Account Holder additional ticket products, goods or services, in aggregate and anonymized with other data to evaluate, improve, or review ticket sales, ticket products, marketing or advertising activities, and share it with Ticket Agent or other third parties necessary to process the ticket purchase, the ticket distribution, or security or other screening requirements at the point of entry in WakeMed Soccer Park or any venue, and unless otherwise limited, for any other commercial purposes. Notwithstanding the foregoing, NC Courage does not sell Account Data for any commercial purpose. All non-required information requested

by NC Courage or Ticket Agent is provided by Original Purchaser on a voluntary basis. The Account stored by NC Courage is separate and distinct from that which may be generated, created, managed, and secured by Ticket Agent. Certain elements of Account Data may be separately stored by Ticket Agent together with additional information, including as may be required by Ticket Agent a valid and unexpired credit card number, and which is solely and exclusively managed by Ticket Agent and used, stored and managed in accordance with its own privacy policy and terms and conditions as provided by Ticket Agent through its ticketing system. NC Courage does not store credit card numbers in its Account Data, however may store the last four digits of the most recently used credit card by the Account Holder for verification purposes only.

- c. "Account Manager" shall mean the online/website based portal provided by NC Courage and Ticket Agent which may contain some or all of the Account Data together with other Account Holder information, and which serves as the primary portal for Account Holders, and Original Purchasers to access, manage, resell, and transfer their Tickets to Events, including the review of invoices and addition of or editing of required Account information.
- d. "Codes of Conduct" shall mean the terms of the NC Courage Fan Code of Conduct, NWSL Fan Code of Conduct and Pledge, WakeMed Soccer Park Policies and the terms of any Promoter code of conduct and /or any other code of conduct that may from time to time be changed, amended or modified by any venue where an Event is scheduled to occur.
- e. "Event(s)" shall mean any ticketed NC Courage match, including but not limited to regular season, playoff, exhibition, international friendly, or any other competition-hosted by and ticketed by NC Courage on behalf of or in partnership with any organizing entity, including Major League Soccer, US Soccer Federation, CONCACAF, NWSL or FIFA or their agents, subsidiaries, and designees (collectively "Promoter")—match, or group of matches where a ticket is required for entry.
- f. "Event Cancellation" or "Event Disruption" shall mean any circumstance which forces a change to one or more Events, including (a) when an individual Event or group of Events is cancelled and not rescheduled ("Event Cancellation"); (b) when an individual Event or group of Events is not able to be hosted with fans or with limitations on venue capacities; or (c) when an Event or group of Events is disrupted, interrupted or otherwise rendered impossible to host as originally scheduled (collectively "Event Disruption"). Cancellation or Disruption of an Event or Events may arise for any reason whatsoever, including but not limited to any circumstances outside of NC Courage or the NWSL or other Event (as that term is defined below) Promoter's (as that term is defined below) control such as, acts of God (fire, flood, storms, hurricane, earthquakes, tornadoes, etc.), acts of terrorism or public enemy, war, civil disturbance, sabotage, accidents, insurrections, blockades, communicable disease or contagion (including Covid-19), acts of any governmental or quasi-governmental authority, labor strikes, lockouts or other labor disturbance or interruption or any other like event.

- g. “Facility/Facilities” shall mean all locations or venues where a Ticket to an Event is offered for sale by NC Courage, including primarily WakeMed Soccer Park located in Cary, North Carolina, but may include additional venues on an Event by Event basis.
- h. “Mobile Ticketing” shall mean the purchase, use, receipt, maintenance or management of any Ticket via any official NC Courage Mobile Application, the official mobile application of Ticket Agent, and specifically including the use of features commonly referred to as a “passbook” or “wallet” on a mobile device, , or other approved digital methods to access and manage tickets. An Account Holder may be provided access to a Mobile version of their Account profile through a Mobile Ticketing platform. Access to Mobile Ticketing may require opting-in to certain tracking features or location services or notification services and separate data privacy policies. NC Courage is not obligated to provide Mobile Ticketing to any Account Holder.
- i. “Mini-Plan Purchaser” or “Mini-Plan Purchase” shall mean any individual or entity who purchases a ticket or tickets for a specific group of Events, that is offered as a multi-match package which includes more than one (1) match and less than all matches, as designated at any time by NC Courage
- j. “Original Purchaser” shall mean the individual whom purchases a ticket or tickets (including group tickets) for any Event or group of Events, including Mini-Plan Purchasers and Season Ticket Purchasers, directly from NC Courage, the ticket box office located at WakeMed Soccer Park or through Ticket Agent on a primary purchase basis only. Original Purchaser does not include a Ticket Broker or a purchase from a Ticket Broker (as that term is defined below).
- k. “Privacy Policy” shall mean the [privacy policy](#) of the Site. NC Courage does not solicit or intend to store any information for children under the age of thirteen (13) in compliance with COPPA and other state and local law as part of its Ticket process or in Account Holder Accounts. Certain items of Account Data must be maintained and used by NC Courage and/or Ticket Agent and/or the NWSL in order to process, manage and administer the Account, the Ticket or the Event as permitted by law, even where Account Holder otherwise opts out from certain communications or data usage.
- l. “Refund” shall mean a return of the full face-value amount of the Event ticket price, not including taxes, facility fees, or service fees associated with the original charge or the refund, to the Original Purchaser in the original form of payment. All refunds will be processed within thirty (30) days of notice of refund confirmation by NC Courage to the Original Purchaser.
- m. “Reschedule” or “Rescheduled Event” shall include any circumstance where the date, time, location or opponent for a specific Event is changed by NC Courage or NWSL.
- n. “Season Ticket” shall mean the revocable license to use a designated seat and/or location at the Facility for viewing designated home games of NC Courage that occur during the official NWSL regular season as determined by the NWSL each year, but may also include additional matches that take place throughout such

year as Bonus Matches, as defined in the Terms and Policies for Season Ticket Purchasers.

- o. "Season Ticket Purchaser" or "Season Ticket Purchase" shall mean any individual or entity who purchases or renews a Season Ticket.
 - p. "Secondary Purchaser" shall mean any individual or entity who is not an Original Purchaser who purchases a ticket or tickets for an Event or Events from an Original Purchaser, a ticket reseller or other vendor in the secondary ticket market, or who receives a ticket or tickets for an Event or Events by transfer from any person or entity, including but not limited to the Original Purchaser. NC Courage or the NWSL may restrict the onward transfer or sale of any Ticket to any Event by Original Purchaser for any reason.
 - q. "Single Match Purchaser" or "Single Match Purchase" shall mean an individual or entity who purchases a ticket or tickets for an individual Event.
 - r. "Ticket Broker" shall have the meaning set forth below.
 - s. "Ticket Holder" shall mean any individual who possesses a valid, unused Ticket in any format, including a digital or printed copy displaying a barcode which is capable of scan, for an Event. All Ticket Holders agree to be bound by any terms printed on the Ticket (including whether appearing on the back of a Ticket, on a Ticket PDF printed out, or on a digital Ticket on a mobile device) and the Codes of Conduct. Ticket Holders are not guaranteed entry into any venue, and NC Courage and/or WakeMed Soccer Park reserve the right to refuse entry to any Ticket Holder at its/their sole and exclusive discretion. As a condition of entry into any Event venue, the venue manager may require any Ticket Holder to undergo security screening, health screenings, pre-arrival questionnaire submissions, including the designation of prohibited items and or restricting the size and type of bags and acceptable personal property to be brought into the venue.
 - t. "Ticket Transfer" shall mean the forwarding, distribution, transfer or sale of an Event Ticket or Tickets to any person, whom is an Original Purchaser, in any format, including via their Account Manager or Mobile Ticketing platform, where they are authorized to access those Tickets, or via any other third-party platform, to another individual whom is not the Original Purchaser or from a Secondary Purchaser to another Secondary Purchaser. NC Courage may at any time make any Ticket non-transferrable and disable any transfer feature within its Mobile Application or Ticket Agent mobile platform.
3. **General Terms.** All sales are final. All Original Purchasers must review and confirm their selections before finalizing their purchase. Once submitted all Original Purchasers shall be obligated to pay the full price for all ticket selections appearing on their invoice, on the payment terms specified, or if available, as selected by Original Purchaser.
4. **Governing Law.** By submitting selections for purchase, Original Purchaser acknowledges and agrees that these Policies and Conditions and all aspects of the relationship between NC Courage and Original Purchaser regarding the acquisition, use and repurchase of a revocable ticket license shall be governed by the laws of the State of North Carolina, without regard to conflict of laws.

5. **Facility Security and Entrance Requirements.** All Ticket Holders acknowledge and agree that WakeMed Soccer Park, NWSL, US Soccer Federation and NC Courage, or any federal, state, or local governmental jurisdiction, may at any time deploy any measure to keep fans, Event participants and employees and staff safe at WakeMed Soccer Park or other venue. These policies and procedures may utilize, employ, change, alter, or amend security screening, ingress and egress, including but not limited to health check points, temperature screenings, vaccine verification requirements, mask requirements and other safety and security policies, including the size, shape, and type of bags allowed inside and any items prohibited from any or all Events. For a current list of all prohibited items and for the then current bag and security policy please consult the WakeMed Soccer Park Policies. In addition to security screenings, health screening policies may be developed, amended, adapted or modified at any time and with little notice to fans to limit the spread of communicable disease, pathogen or virus, as required by local authorities. WakeMed Soccer Park and any other venue for an NC Courage Event may refuse or deny entry to any person for any reason at any time.
6. **League Ticket Policies and League Events.** NC Courage Ticket Policies may be amended from time to time in order to comply with NWSL, and/or Promoter rules regarding ticket purchases (collectively “League Rules”). If at any time League Rules related to ticket purchases conflict with NC Courage ticketing policies and/or these Policies, then League Rules shall be controlling. Some Events may be controlled by and only ticketed by NC Courage on behalf of or as directed by the NWSL, a third-party league, tournament or competition, or an Event managed by a Promoter, regardless of whether or not NC Courage is a participating team or host for the Event (“League Events”). NC Courage is not obligated to provide an opportunity to purchase a Ticket for any League Event to any Original Purchaser, including Season Ticket Members. NC Courage reserves the right to exclude League Events from ticket packages including Season Tickets, at its sole and exclusive discretion. All pre-sales, sales windows or other opportunities to purchase Tickets to League Events shall be governed by the terms, policies and rules published at the time of on sale for those products.
7. **Account Data Use.** In exchange for the purchase of any tickets for any Event, all Original Purchasers agree to provide NC Courage and/or Ticket Agent with Account Data, comprised of complete and accurate information that shall be up to date at the time of purchase. All Original Purchasers are solely responsible for updating that Account Data and ensuring that it remains current and accurate. NC Courage is not responsible for inaccurate Data that delays or prevents an individual or entity from purchasing tickets to an Event or Events. Secondary Purchasers may also be required to provide data through the purchase process which by agreement with NC Courage, NC Courage may acquire. Any such data acquired through a secondary purchase transaction for any Ticket(s) that is actually received by NC Courage shall be treated in accordance with this paragraph and the NC Courage privacy policy posted at the NC Courage website. NC Courage reserves the right to collect, store and use any information, including Account Data, provided by the Original Purchaser to NC Courage or Ticket Agent or by Secondary Purchaser through a purchase process and subsequently provided to NC Courage (in accordance with the Data Privacy provisions herein and in the NC Courage privacy policy posted at the NC

Courage website, and/or Ticket Agent, and Promoter terms of use and for data security and privacy) for the purpose of notifying a purchaser about the Event, including Event details, directions or Event related information, Event Reschedules, Cancellations, and distributing other communications related to the fulfillment, management and administration of Tickets and Events. By purchasing a Ticket, Original Purchaser, and Secondary Purchaser where their Data has been provided to NC Courage consistent with this paragraph, also consents to receive promotional emails from NC Courage, Ticket Agent and/or NWSL marketing, promotions and sponsors, unless expressly opting out in accordance with the then current opt-out procedures, contained within each communication. NC Courage may be required to share your personal and non-personal information pursuant to judicial or governmental subpoenas, warrants or orders. In addition, NC Courage, its Ticket Agent, the NWSL or Promoter reserve the right to use, disclose or share your personal and non-personal information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person or as required by law. Any attempt to misrepresent or mislead NC Courage or to provide fraudulent information may result in an immediate revocation of all ticket licenses associated with the account.

8. **Ticket Holder Personality Release.** All Ticket Holders hereby grant to NC Courage, WakeMed Soccer Park, NWSL and Promoters' entities and their assignees or designees ("Rights Owners") irrevocable permission in perpetuity and on behalf of themselves and their minor children or wards to use their photograph, video or audio recording, voice or likeness, to the extent captured during any Event and related activities, promotional activities, pre-match/in-match/post-match experiences and all other in-Facility activities, including any broadcast thereof, in whole or in part, including any derivatives thereof, in any media now in use or hereafter created, for any purpose whatsoever, including commercial purposes of NC Courage, WakeMed Soccer Park or the NWSL or Promoter and their licenses, sponsors, promoters, advertisers and broadcasters.
9. **Ticket Holder Release/Hold Harmless/Back of Ticket Language.** Each Ticket is a revocable license that only grants Ticket Holder one-time entry into WakeMed Soccer Park for a specified seat, standing room or other viewing area for the specified Event. Ticket Holder and any accompanying minors, whether or not they have their own Ticket (collectively "Ticket Holder") agrees that: (a) admission may be refused or ticket holder ejected at the sole discretion of the NC Courage, NWSL, Promoter, and/or WakeMed Soccer Park (collectively "Management"), without refund; (b) Ticket Holder and Ticket Holder's belongings may be searched upon entry, prohibited items may be confiscated and Ticket Holder waives all claims relating to such search and/or confiscation; and (c) Management may impose health and safety screening or attestations required for entry and/or security measures including limitations on what belongings or the type, size and material thereof are permitted at the Event. Ticket Holder voluntarily assumes all risks, hazards and dangers arising from or relating in any way to the Event, whether occurring before, during or after the Event, including without limitation the risk of contracting COVID-SARS2 aka Covid-19 or any other communicable disease or illness (including exposure to a bacteria, virus or other pathogen capable of causing a communicable disease or illness), 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. Ticket Holder hereby waives all claims and potential claims relating to such risks, hazards and dangers the Ticket Holder will 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, any photographs, images, videos, livestreams, audio or other form of display or public performance or reproduction of any portion of the Event (the "Works") for any commercial, non-personal, purpose. Notwithstanding the foregoing, Ticket Holder agrees that by using this ticket to enter WakeMed Soccer Park (or other authorized NC Courage venue), Ticket Holder shall be deemed to have signed this ticket and granted Management an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. Ticket Holder also grants irrevocable permission to Management (and their sponsors, licensees, advertisers, broadcasters, designees and agents) to use, publish, edit, and alter Ticket Holder'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 Event for any purpose without further authorization or compensation and waives all claims and potential claims relating to such use unless prohibited by law. All sales are final. NC Courage reserves the right not to replace or honor lost, destroyed, duplicate or duplicated, counterfeit or stolen tickets. The Ticket Holder may not use this ticket for advertising, promotion or other commercial purposes (including contests, sweepstakes and giveaways) without the express written consent of Management. THE DATE AND TIME OF THE EVENT AS WELL AS THE OPPONENT ARE ALL SUBJECT TO CHANGE BY THE NWSL OR EVENT PROMOTER IN THEIR SOLE DISCRETION, OR AS A RESULT OF OTHER ACTIONS OR EVENTS BEYOND THE NWSL' OR PROMOTER'S CONTROL WITHOUT REFUND. NO REFUND WILL BE PROVIDED IF TICKET HOLDER CANNOT ATTEND. IF GAME OR EVENT IS CANCELLED AND NOT REPLAYED, THE SOLE AND EXCLUSIVE REMEDY IS A REFUND OR CREDIT OF THE FACE VALUE OF THE TICKET TO THE ORIGINAL PURCHASER OF THE TICKET. IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET. ANY DISPUTE OR CLAIM RELATED TO, OR ARISING FROM, THIS TICKET SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. HOLDER AND MANAGEMENT EACH 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 ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST LEAVE OR NOT ENTER THE FACILITY. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

10. **Single Match Ticket Resale, Transfer, and Donation Policy.** NC Courage is only responsible for initial ticket(s) distributed to Original Purchaser. Any and all fraudulent resales, double distributions, and invalid copies of barcodes presented at gates, in whatever form, are invalid for entry and may be refused by NC Courage or rejected at the point of entry or ticket scan for an Event. Each Ticket Transfer or sale of a ticket through

Ticket Agent, and certain other third-party secondary market sellers may generate a new, unique barcode associated with that ticket for that Event, which may invalidate any previously issued ticket barcode for the same seat(s). By instructing NC Courage or Ticket Agent to forward, distribute, transfer or sell a ticket, you authorize Ticket Agent and NC Courage to issue to the recipient a valid ticket complete with full rights due and owing to any valid Ticket Holder and to cancel and invalidate any ticket previously issued for the same seat at the same Event. Misuse of the transfer, resell, or forwarding features for all tickets may result in a revocation of your revocable ticket license. In addition, purposefully misrepresenting any seat location information by any Original Purchaser or Ticket Holder, through any platform may result in the revocation of the revocable ticket license for any future matches purchased by the same Account Holder. NC Courage is not responsible for a misleading or purposely misrepresented seat location that is purchased on the secondary ticket resale market.

11. **Policy for Children.** All children who have celebrated their third birthday are required to have a ticket to gain admittance to a NC Courage match. Children under three years of age are not required to have a ticket, but are not guaranteed their own seat.
12. **No Right to Transmit. Ticket** Holder agrees 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. Ticket Holder agrees 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, Ticket Holder agrees that by using a Ticket to enter the Facility, Ticket Holder shall be deemed to have signed this ticket and granted NC Courage and the NWSL an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. Ticket Holder also grants irrevocable permission to NC Courage and the NWSL (and their sponsors, licensees, advertisers, broadcasters, designees and agents) to use, publish, edit, and alter Ticket Holder’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 Event for any purpose without further authorization or compensation and waives all claims and potential claims relating to such use unless prohibited by law.
13. **Event Reschedule; Remedies.** Should any Event or Events be rescheduled for any reason, any valid, unused, issued ticket shall either be honored for the new Event date, time, location and/or opponent or the ticket shall be re-issued by NC Courage to the Original Purchaser for the new Event date, time, location and/or opponent, at NC Courage’s exclusive discretion and control. No ticket for a Rescheduled Event shall be eligible for a Refund. All Ticket Purchasers shall automatically have the new Event date, time, location and/or opponent loaded into their Account, Ticket Agent Account Manager, or to their Mobile Ticketing stored ticket in any NC Courage Mobile Application but may need to update the pass stored in their device’s “passbook” or “wallet” feature as the case may be. Should NC Courage determine, in its sole and exclusive discretion, to reissue tickets for the Rescheduled Event, all reissued tickets will be sent to the address on file for

the Original Purchaser, for all seats associated with that Account. NC Courage is not responsible for shipping, forwarding or otherwise distributing reissued tickets to Secondary Purchasers or recipients of a Ticket Transfer who would not automatically receive these updates.

14. **Event Cancellation; Remedies.** Should an Event be Cancelled and not Rescheduled for any reason, the following shall apply. An Original Purchaser of a Single Match Purchase shall automatically receive a Refund for the Cancelled Event. An Original Purchaser of a Mini-Plan Purchase shall receive a Refund pro-rata for the Event or Events that is or are Cancelled. NC Courage may provide Single Match Purchases or Mini-Plan Purchases an option for credit on account or exchange, at its exclusive discretion and control. Secondary Purchasers shall have no right to receive a Refund or credit for any Cancelled Events from NC Courage, and NC Courage shall have no obligation whatsoever to Secondary Purchasers for a Cancelled Event. Refunds for Season Ticket Original Purchasers shall be governed by the Terms and Policies for Season Ticket Purchasers, or for other like products, by the terms offered at the time of sale as the case may be.
15. **Event Disruption; Remedies.** A Disrupted Event includes any Event that due to League Rules or local authorities less than 100% of the fixed seats in the venue can be utilized, or due to circumstances outside of NC Courage's control, an originally scheduled group of Events, including up to the entire season are truncated, reformatted, amended or modified by the NWSL. Should an Event be deemed Disrupted by NC Courage, the following shall apply: (a) An Original Purchaser of a Single Match Purchase shall automatically receive a Refund for that Event; (b) An Original Purchaser of a Mini-Plan Purchase shall receive a Refund pro-rata for the Event or Events that are Disrupted; and (c) Original Purchaser of a Season Ticket or other like product shall be governed by the Season Ticket Member Rules, or for other like products, by the terms offered at the time of sale as the case may be.
16. **Seat Demise.** In certain circumstances it may become necessary for NC Courage to close sections of a venue, rows within a venue or certain seats due to construction, League Rules, health and safety of fans, staff or players, security, match operations, or otherwise. In the event this occurs for any specific Event or a group of Events, the Original Purchaser of any effected Ticket product shall be contacted by NC Courage to discuss all options.
17. **Ticket Brokers.** At any time, it is determined that any Original Purchaser purchases any tickets on a Season Ticket, Mini-Plan or Single Ticket basis, with the intent to resell those tickets and is therefore operating, in NC Courage's exclusive discretion as a "Ticket Broker," NC Courage may suspend the Original Purchaser Account, suspend or revoke any outstanding unused tickets without Refund and prevent them from purchasing any new tickets in the future. Additionally, any Original Purchaser who attempts by act, omission, actions or effect to contravene these Ticket Policies and Conditions, this paragraph, or whom purposefully supplies false or misleading information to NC Courage which tends to disguise the purchaser's identity, may also be deemed a Ticket Broker and have their account immediately suspended and all unused tickets revoked, without Refund. NC Courage reserves the right in its sole and exclusive discretion to prevent Ticket Broker's from purchasing tickets for any Event in any combination (e.g. Season Tickets or Single Match Tickets). NC Courage does not guarantee any ticket to any Event purchased from a

Ticket Broker. In no event will a Ticket Broker be treated as an Original Purchaser under these terms, conditions and policies. This provision shall not effect the bona fide Ticket Transfers conducted by any Original Purchaser. All Tickets sold by a Ticket Broker shall remain subject to these Policies.

18. **Sitting and Standing Sections.** Certain sections of the Facility may include fan experiences where fans typically stand for the entirety of the match. Sitting and standing sections are determined by historic experience and NC Courage shall not provide any indication on any Ticket whether a section is sitting or standing, nor does NC Courage make any warranty that any information with respect to designation of sections as sitting or standing on third-party, Ticket Broker, Ticket Agent or other sites are accurate or correct. All Ticket Purchasers are advised to consult with NC Courage representatives if sitting versus standing is of a concern before purchase. All sales from NC Courage and Ticket Agent are final.
19. **Fan Code of Conduct.** At all times all Ticket Holders are bound by the current Codes of Conduct, which from time to time may be amended and replaced. All Ticket Holders agree to comply with all directions from WakeMed Soccer Park event staff, including alcohol enforcement, security services, and guest service representatives. Abusive behavior is grounds for removal from WakeMed Soccer Park. Any violations of the Codes of Conduct may result in immediate removal of the Ticket Holder and/or their companions and other disciplinary measures, including suspension from future matches or longer bans on attending. NC Courage supports an inclusive culture where all fans are and feel welcomed and will not tolerate any racist, homophobic, xenophobic, sexist, transphobic or other hateful, demeaning speech directed at any other individual or group of people.
20. **Banners Signs and Flags.**
 - a. Items may not be constructed or displayed in a manner that may obstruct the view of other guests or in any way create a safety hazard for others as determined by Facility management staff.
 - b. Banners signs and flags are permitted during NC Courage matches as long as they do not obstruct the view of guests or block Facility signage and must meet the following requirements:
 - i. Item may not be constructed of wood, metal or any other material that may cause harm to others as determined by Facility management.
 - ii. Banners and Signs cannot be larger than 3 feet by 5 feet and poles must be shorter than 3.5 feet.
 - iii. Banners, signs and flags may not be utilized during the run of play (except for the ECS section in the lower portions of 121-123) and can be removed if they are obstructing views.
 - iv. Banners, signs and flags must be compliant with the current Codes of Conduct
 - v. WakeMed Soccer Park and NC Courage reserve the right to remove any banner or sign.
21. **ADA Compliant Seats.** WakeMed Soccer Park includes disabled seats (wheelchair convertible) and companion seats throughout the Facility at all price levels. Disabled seating and access are fully compliant with the Americans with Disabilities Act (ADA).

- 22. Pitch Side Seats and Experience.** The NWSL may make available to NC Courage the possibility to sell Tickets and NC Courage may sell Tickets to certain hospitality areas that include premium pitch side seating, or may otherwise provide access to pitch side areas to Ticket Holders in the form of surprise and delight and experiential opportunities. All Ticket Holders who are provided access to pitch side areas at any time are advised that those areas may include uneven or slippery surfaces, walking on turf field and concrete, may include stepping over cables, cords, and other infrastructure, and are uncovered and exposed to all weather elements. Additionally, ALL TICKET HOLDERS WHO ARE PROVIDED ACCESS TO PITCH SIDE AREAS ASSUME ALL ADDITIONAL RISKS INCLUDING THE RISK OF INJURY TO PERSON OR PROPERTY INCLUDING DEATH, AND SPECIFICALLY BUT NOT LIMITED TO CONCUSSION, WHETHER KNOWN OR UNKNOWN, ASSOCIATED WITH THAT ACCESS, INCLUDING SPECIFICALLY BUT NOT LIMITED TO THE INCIDENCE OF SOCCER BALLS OR PLAYERS LEAVING THE FIELD OF PLAY AND ENTERING THE CURTILAGE SURROUNDING THE FIELD OF PLAY INCLUDING DESIGNATED PITCH SIDE AREAS.
- 23. Group Ticket Purchases.** NC Courage may make available for one (1) or more Events special group ticket opportunities and pricing ("Group Tickets"). NC Courage does not warrant that Group Tickets will be available in any specific quantity, section location or Event, and all Group Tickets are subject to inventory availability. Group Ticket leaders who purchase Group Tickets on behalf of a group hereby warrant that they have read these Ticket Policies and are responsible for communicating all information provided by NC Courage with respect to the Group Tickets experience to all members of their group, which may include the dispersal of tickets to each group member. All experiences associated with Group Tickets purchases are subject to availability and cancellation due to restricted access to certain portions of the Facility, team schedule changes or other circumstances outside the control of NC Courage, and may not be replaced. Certain experiences associated with Group Tickets may require the execution of additional releases and waivers of liability and other rights. If so required, NC Courage shall not be obligated to provide the experience to any member of the group who does not return a completed waiver and release. For purposes of Rescheduled, Cancelled or Disrupted Events, please contact your Group Ticket representative for more information on options, otherwise, all Group Tickets shall be treated as Single Match Purchases.
- 24. Additional Matters.** The foregoing policies and procedures attempt to cover most situations relating to the purchase and use of tickets to NC Courage home matches. In the event any issue or matter relating to a ticket purchase is not covered, or if there is a question of interpretation of the policies and procedures or in the event of any dispute between NC Courage and any Ticket Purchaser or any Ticket Purchaser and a third party in regard to a ticket purchase, NC Courage reserves the right to make all final decisions and determinations and take all actions necessary, in its sole and absolute discretion, to resolve or dispute the issue. NC Courage further reserves the right to modify and/or terminate any or all of the foregoing policies or procedures from time to time with or without prior notice to Purchasers. In order to ensure an excellent experience for all Ticket Purchasers, all terms, conditions and benefits are subject to change from year to year or/and within a season.

25. **Acceptance of Terms/Conditions.** Upon your purchase of a Ticket, you acknowledge responsibility for payment therefore, and accept and agree to the complete Ticket Policies, and subject to any amendments made to the foregoing from time to time.

TERMS AND POLICIES FOR SEASON TICKET PURCHASERS

1. **General Terms.** Purchases of NC Courage season tickets are subject to all applicable rules from the General Terms and Policies of the 2026 NC Courage Ticket Purchase Terms and Policies.
2. **Payment Terms.** Season Ticket Purchasers will have access to two payment plans:
 - a. **Annual Plan:** This plan allows Season Ticket Purchasers to pay 100% of the cost of their Season Ticket for the next Season. This payment may be made using American Express, Discover, MasterCard, and Visa (each a “Credit Card”).
 - b. **Monthly Installment Plan Payment:** This plan allows Season Ticket Purchasers to pay for the cost of their Season Ticket for the following Season by making ten (10) equal payments commencing on the day of purchase (for initial purchases) or 30 days after written notice of the following Season Ticket renewal is provided (for renewals), with the next payments being due on the last day of each of the nine (9) next months. These ten (10) monthly payments may be made by Credit Card only. If the Credit Card is declined for a payment for any reason, NC Courage will re-run the Credit Card 24 hours later and again 48 hours after the payment was initially declined. If, at this point, payment has not been made, NC Courage will attempt to notify the Season Ticket Purchaser by email and/or telephone to request that the payment information be updated. If the issue with the Credit Card is not remedied within 15 days of the date payment was initially declined, Season Ticket benefits for the following season shall be suspended until payment in full is made.
3. **Payment Authorization.** Season Ticket Purchaser understands that by purchasing Season Tickets, Season Ticket Purchaser is authorizing NC Courage to bill the Season Ticket Purchaser for Season Ticket fees and play-offs ticket automatic charges (“Season Ticket Payments”) in accordance with the payment terms that the Season Ticket Purchaser selects. For all Season Ticket Payments, this payment authorization shall remain in effect until an opt-out is received pursuant to these Terms. The Season Ticket Purchaser hereby represents and warrants that the Season Ticket Purchaser has the authority to approve charges in accordance with the listed payment information for the purpose of paying the Season Ticket Payments. The Season Ticket Purchaser understands and agrees that NC Courage is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, NC Courage’s only responsibility is to correct it after it receives notice of the error. All deposits and/or payments made are non-refundable. The Season Ticket Purchaser understands that it is solely the Season Ticket Purchaser’s responsibility to ensure the Season Ticket Purchaser’s payment information is current and to notify NC Courage of any deficiencies, and that the Season Ticket Purchaser’s failure to do so within the specified time frame may result in a loss of Season Ticket privileges and potential revocation of the Season Ticket. All Season Ticket Payments are due on the dates specified regardless of match cancellations or rescheduling – refunds will be addressed in accordance with the applicable policy in effect at that time for the applicable match, if any. All sales are final. No refunds or exchanges are permitted.

4. **Account Ownership.** The Season Ticket Purchaser is the rights holder, and can be either an individual or business entity, on the original application for the Season Ticket. If the Season Ticket Purchaser is a business entity, a contact name must be provided to NC Courage. The business entity may request a change in the name of the contact person for its account at any time. A request to change the contact person of an entity must be submitted to NC Courage in writing on company or entity letterhead and signed by an authorized representative. NC Courage's acceptance of Season Ticket payments for a Season Ticket from any individual or entity who is not the account holder for such Season Ticket does not grant any Season Ticket rights to such individual or entity or cause or require NC Courage to change the name of the Season Ticket Purchaser on the account. Any rights or privileges associated with a Season Ticket belong only to the account holder of record as indicated on NC Courage's records. NC Courage reserves the right to require that any transaction pertaining to a Season Ticket held in a corporate name be supported by appropriate corporate confirmation documents. Season Ticket accounts and/or account numbers are not transferable from one person or entity to another. The name under which a Season Ticket Purchaser's 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.
5. **Change of Contact Information.** It is the Season Ticket Purchaser's responsibility to notify NC Courage of any change of address, email address and/or telephone number to insure prompt delivery of tickets, notices and other dated material.
6. **Notices and Requests.** All notices and requests relating to a Season Ticket account, whether or not described above, must be given in writing by the Season Ticket Purchaser through the Account Manager, email or mail, and sent to the attention of NC Courage Ticket Services. No notice or request will be effective or acted upon by NC Courage until received in writing. All correspondence concerning a Season Ticket account should include the account number and daytime phone number for the Season Ticket Purchaser. Notices and requests from NC Courage are communicated to Season Ticket Purchasers via several methods, independent of and/or in combination with each other, and include but are not limited to Account Manager, U.S. Postal Service, telephone, e-mail or other social media outlets. It is the Season Ticket Purchaser's sole responsibility to maintain accurate, current and complete contact information on their Season Ticket account.
7. **Courage Plus Membership**
 - a. **Two-Year Commitment.** The "Courage Plus Membership" is a binding two-year Season Ticket commitment covering the two NC Courage regular seasons following purchase. Once the first of such two seasons begins, the membership may not be canceled, terminated, or reduced prior to the completion of the second of such two seasons except as otherwise determined by NC Courage in its sole discretion. For example, for a Courage Plus Membership covering the 2027 and 2028 regular seasons, the membership may not be cancelled, terminated or reduced prior to the end of the 2028 regular season once the 2027 regular season has commenced.

b. Seat and Pricing Guarantee. The Courage Plus Membership Purchaser's seat location and price per match shall remain fixed for both the 2027 and 2028 regular seasons, subject to the terms of the standard Ticket Policies and the provisions set forth herein. The per-match ticket price for enrolled seats will not increase during the two-year commitment.

c. Payment Options Season. Courage Plus Membership Purchasers may select Pay-in-Full, 6-month, 12-month, 18-month, or 24-month payment plans. All Courage Plus Membership payment plans require a minimum 20% down payment at the time of purchase. The remaining balance shall be divided into equal installments based upon the selected payment plan. Payment schedules extending beyond the first season of the Courage Plus Membership shall continue uninterrupted until all amounts due for both seasons have been paid in full.

d. Missed or Failed Payments. If any scheduled payment is declined or otherwise not successfully processed, NC Courage may temporarily withdraw all associated tickets and Season Ticket Member benefits from the account until the applicable payment(s) have been fully paid. Ticket access will be restored once all past due payments have been successfully received.

e. Seat Relocation. Courage Plus Membership Purchasers may request a seat relocation between the 2027 and 2028 seasons. All relocation requests are subject to seat availability and NC Courage's annual seat relocation process. All such requests may be granted or denied in NC Courage's sole discretion.

f. Additional Seats. Courage Plus Membership Purchasers may add additional Season Ticket seats during the two-year commitment, subject to inventory availability and applicable pricing and payment terms in effect at the time the additional seats are requested.

g. Playoff Ticket Priority. Courage Plus Members shall receive priority access to purchase NC Courage home playoff tickets before such opportunities are extended to other Season Ticket Members or the general public. Availability remains subject to league policies and venue capacity.

h. Renewal Following End of Courage Plus Membership. Following the end of the second season of the Courage Plus Membership, Courage Plus Memberships will transition into NC Courage's standard Season Ticket renewal process. Courage Plus Members will receive an opportunity to renew or opt out for the following regular season during the designated renewal window.

i. Applicability of Other Terms. Except as expressly modified herein, all General Terms and Policies and Terms and Policies for Season Ticket Purchasers shall remain in full force and effect and apply to Courage Plus Memberships.

Questions? Please contact tickets@nccourage.com

