



TICKETING TERMS AND CONDITIONS

The following terms and conditions (the “**Agreement**”) apply to all Vancouver Rise FC (defined below) tickets to an Event (defined below) (each, a “**Ticket**”), however obtained, including (without limitation) through a Vancouver Rise FC Partial Season Plan (defined below), Group Ticket Plan (defined below), Set Match Plan (defined below), Season Ticket Membership Plan (defined below), Single Match Plan (defined below) or other any other ticket package plan that is implemented by Vancouver Rise FC from time to time (each, a “**Ticket Package**”). Each Ticket is a revocable license that only grants the ticketholder a one-time entry to Swangard Stadium or other applicable Event venue (if any) and a spectator seat (or standing room), as applicable, for the Event, which license may be withdrawn and admission may be refused to the stadium and/or the Event in respect of which the Ticket has been issued at any time, in Vancouver Rise FC’s sole discretion. Dates and times of any Event in respect of which any Ticket has been issued are subject to change or cancellation. If the date and/or time of an Event is changed, the term “Event” as used herein shall mean the match played at the new date and/or time specified by Vancouver Rise FC. The breach by a Vancouver Rise FC ticketholder of any of the terms and conditions contained herein will automatically terminate the grant of license evidenced by the Ticket.

1. Definitions.

(a) “**Event**” means a specified Vancouver Rise FC match (and “**Events**” being a group of such specified Vancouver Rise FC matches), where a Ticket or Tickets are required for entry including, but not limited to, regular season, playoff, exhibition, international friendly, or other competitions hosted and ticketed by Vancouver Rise FC or in partnership with any organizing entity including the Northern Super League, Canada’s professional women’s soccer league (“**NSL**”), Canada Soccer, the Confederation of North, Central America and Caribbean Association Football (CONCACAF), or the Federation Internationale de Football Association (FIFA) or their agents, subsidiaries and designee(s).

(b) “**Partial Season Plan**” means a customizable Ticket purchase option offered by Vancouver Rise FC which allows a Ticket purchaser to select a predetermined number of Events they wish to attend during the season, with certain flexibility to choose Event and seat locations based on their preferences and availability (subject to any Event minimums and/or maximums as determined by Vancouver Rise FC in its sole discretion). Partial Season Plans may include, in Vancouver Rise FC’s sole discretion, Ticketholder Privileges (defined below), as may be outlined at <https://www.vanrisefc.com/season-tickets>, which are supplemental to any Tickets purchased under a Partial Season Plan. Partial Season Plans are designated and confirmed by Vancouver Rise FC at the time of sale.

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(c) **“Group Ticket Plan”** means a Ticket option offered by Vancouver Rise FC to the purchaser, or qualifying group of purchasers (designated by Vancouver Rise FC, in its sole discretion, at the time of sale as a Group Ticket Plan or purchase), of ten (10) or more Tickets for a single Event. Group Ticket Plans may include, in Vancouver Rise FC’s sole discretion, Ticketholder Privileges which are supplemental to any Tickets purchased under a Group Ticket Plan. Group Ticket Plans are designated and confirmed by Vancouver Rise FC at the time of sale.

(d) **“Set Match Plan”** means a Ticket purchase option offered by Vancouver Rise FC which allows a Ticket purchaser to select a set grouping of Events offered as a multi-Event package which must include more than one (1) Event but less than all Events. Set Match Plans may include, in Vancouver Rise FC’s sole discretion, Ticketholder Privileges, as may be outlined at <https://www.vanrisefc.com/flex-packs>, which are supplemental to any Tickets purchased under a Set Match Plan. Set Match Plans are designated and confirmed by Vancouver Rise FC at the time of sale.

(e) **“Season Ticket Membership Plan”** or **“Membership”** means a membership plan which, once purchased and enrolled in by a Ticket purchaser, includes Tickets for all Events in the then current Vancouver Rise FC season, as designated in advance by Vancouver Rise FC and as more particularly set forth in the Vancouver Rise FC Membership Agreement (defined below). Season Ticket Membership Plans may include Ticketholder Privileges, as outlined in the Membership Agreement and as may be outlined at <https://www.vanrisefc.com/season-tickets>, which are supplemental to any Tickets purchased under a Season Ticket Membership Plan. Season Ticket Membership Plans are designated and confirmed by Vancouver Rise FC at the time of sale and are governed by the Membership Agreement.

(f) **“Single Match Plan”** means a Ticket purchase option offered by Vancouver Rise FC which allows a Ticket purchaser to purchase a Ticket for an individual Event to be held during the then current Vancouver Rise FC season. Single Match Plans may include Ticketholder Privileges, experiences or other features and benefits as may be outlined at <https://www.vanrisefc.com/regular-season-single-match-tickets> and determined by Vancouver Rise FC in its sole discretion from time to time, which are supplemental to any Tickets purchased under a Single Match Plan. Single Match Plans are designated and confirmed by Vancouver Rise FC at the time of sale.

(g) **“Vancouver Rise FC”** means (i) VANCOUVER RISE FC, a first team member of NSL, operated by the entity Vancouver Rise FC L.P (**“VRFC”**); and/or (ii) VRFC; as applicable.

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2. Admission Terms. The ticketholder of Vancouver Rise FC Tickets hereunder is admitted to Vancouver Rise FC Events on the condition that by using that Ticket, the ticketholder:

(a) confirms that the ticketholder is not experiencing symptoms of any Communicable Disease, nor has the ticketholder been advised, to isolate or quarantine based on test results, symptoms of any Communicable Disease, close contact exposure, or a travel advisory under any local, state/provincial, or federal (including, without limitation, Centers for Disease Control and Prevention or Public Health Agency of Canada) regulations. **“Communicable Disease”** means COVID-19 and/or any other airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof;

(b) agrees to submit to, and honestly answer, any screening questions and protocols, including with respect to any Communicable Disease;

(c) agrees to comply with any requirements and policies introduced by Vancouver Rise FC from time to time including, without limitation, any health and safety requirements and policies;

(d) agrees that the ticketholder will not: (i) 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 the event for any commercial, non-personal, purpose; or (ii) 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 the event (collectively, the **“Works”**). Notwithstanding the foregoing, the ticketholder agrees that by using a Ticket to enter Swangard Stadium or other Event venue, the ticketholder shall be deemed to have granted NSL and Vancouver Rise FC an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works; and

(e) agrees to and does hereby grant the perpetual, irrevocable, royalty-free and sub-licensable right, permission and license to Vancouver Rise FC, all NSL clubs, NSL, and each of their respective affiliates, sponsors, licensees, advertisers, broadcasters, designees, and agents to use, publish, distribute, edit, modify and/or alter the ticketholder’s image, likeness, voice, actions, and statements in any medium (including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, publication, or reproduction of the Event to which such individual is admitted), in whole or in part, for any purpose (including, without limitation, the advertising or promotion of Vancouver Rise FC, NSL, the sport of soccer, future NSL matches, or other services provided by the NSL or Vancouver Rise FC), without further authorization or compensation, and waives all claims and potential claims relating to such use unless prohibited by law.

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3. Advertising and Promotion Prohibition. Tickets and/or any Ticketholder Privileges may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without Vancouver Rise FC's advance express written consent.

4. Ticketholder Accounts. Vancouver Rise FC's acceptance of payment for a Ticket (individually, or as part of a Ticket Package) from any individual or entity who is not the account holder for such Ticket does not grant any rights to such Tickets to such individual or entity. Any rights or privileges associated with:

(a) a Ticket; and

(b) any tiered (or differing levels of) perks, experiences or other features and benefits made part of a ticketholder's Ticket Package;

(each, a **"Ticketholder Privilege"** and collectively, the **"Ticketholder Privileges"**), belong only to the account holder of record as entered on Vancouver Rise FC's records. Vancouver Rise FC reserves the right to require that any transaction pertaining to a Ticket or Ticket Package held in a corporate name be supported by appropriate corporate resolutions or other documents.

5. Ticketholder Privileges. The ticketholder acknowledges and agrees that all matters regarding Ticketholder Privileges shall be determined by Vancouver Rise FC in its sole discretion, including whether any Ticketholder Privileges are offered, in whole or in part, as well as the nature, details and conditions of any Ticketholder Privileges that are offered (including whether offered on a per account, per Ticket Package, per Ticket or other basis). The ticketholder further acknowledges and agrees that it is also within Vancouver Rise FC's sole discretion to determine whether any additional documents are required to be executed by the ticketholder (such as an additional release and waiver of liability or other rights) prior to a ticketholder participating in any experience or other similar Ticketholder Privilege. Further details regarding specific Ticketholder Privileges that may be offered by Vancouver Rise FC as part of a relevant Ticket Package (which should be reviewed in conjunction with any additional information provided in the associated Ticket Package link(s) set forth in Sub-section(s) 1(b), (c), (d), (e) and (f), as applicable), are outlined below:

(a) Resale, Donate and Transfer Tickets. A ticketholder (other than a ticketholder under a Season Ticket Membership Plan) may resell or transfer their Tickets only in accordance with Section 11 of this Agreement. A ticketholder under a Season Ticket Membership Plan may resell or transfer their Tickets only in accordance with Sections D.5 and D.7 of the Membership Agreement. Notwithstanding the forgoing, a ticketholder may donate their Tickets to Vancouver Rise FC's authorized charity partner as directed by Vancouver Rise FC, *provided that* donations of any Tickets can only be made up to 48 hours prior to the applicable Event.

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(b) Player Signings. Where a ticketholder is permitted to access player signings, any player signing activations will take place on a date chosen by Vancouver Rise FC and Vancouver Rise FC makes no guarantees on the player(s) involved in the player signing. Notwithstanding the foregoing, player signing activations will be on a first come first serve basis and will have limited availability. No make-up dates will be scheduled. Vancouver Rise FC reserves the right to change any players designated for player signings at any time, in its sole discretion.

(c) Add-on Tickets. Where a ticketholder is permitted access to discounted additional Tickets to Events over and above Tickets purchased under their applicable Ticket Package, Vancouver Rise FC may, in its sole discretion, restrict the number of add-on Tickets to specific Events. The seats for any add-on Events are not guaranteed to be near, or equivalent in value or quality to, the ticketholder's seats under their Ticket Package. Tickets are subject to availability per Event and their location is also subject to availability.

(d) Pre-sale Access to Other Events. If Vancouver Rise FC secures the right to offer ticketholders pre-sale access to other soccer matches, sporting events, entertainment shows and other productions in respect of which tickets of admission are made available to the general public ("**Other Events**"), then a ticketholder may be entitled on a '*first come first served*' basis to such pre-sale access, as Vancouver Rise FC or the Other Event organizer may determine from time to time, to purchase tickets for such Other Events ahead of the general public, on terms and conditions specified by Vancouver Rise FC or the applicable Other Event organizer.

Ticketholder acknowledges and agrees that such pre-sale access does not guarantee the availability of tickets. Vancouver Rise FC does not assume any liability for the availability of tickets, or any changes made by third parties regarding ticket sales, pricing or details for such Other Events. All offers and access to pre-sale tickets are subject to change without notice and may be limited to specific events as determined by Vancouver Rise FC.

All Ticketholder Privileges are subject to availability and change and may be offered exclusively to participants of certain Ticket Packages in Vancouver Rise FC's sole discretion. For certainty, all Ticketholder Privileges apply only to the applicable season and may not be carried-over to any subsequent season(s).

6. Prohibited Transfers. Other than in accordance with Section 7 or Section 11 of this Agreement (in the case of a ticketholder, other than a ticketholder under a Season Ticket Membership Plan) or Sections D.5 and D.7 of the Membership Agreement (in the case of a ticketholder under a Season Ticket Membership Plan), Ticketholders have no right to transfer the seat locations designated by their Ticket, Ticket Package or, for clarity, their Season Ticket Membership Plan to any person or entity, whether by a request to transfer the account into another name, or by an attempt to transfer the seat locations by sale, gift, transfer by will or trust,

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property settlement, transfer to creditors or any other means. Any attempt to sell or otherwise transfer any Ticket and/or Ticketholder Privileges may result in the cancellation of all Ticketholder Privileges including cancellation of the Ticket.

7. Requested Transfers. Vancouver Rise FC may allow an individual ticketholder to request a transfer of all Ticketholder Privileges to that ticketholder's immediate family, and if the ticketholder is a business, will allow a change in the name of the contact person for its account. A request to transfer a ticketholder's Ticketholder Privileges to a family member or to change the contact person must be submitted to the Vancouver Rise FC Fan Services department in writing (via certified mail, return receipt requested), and must be supported by appropriate documentation (proof of relationship, official letterhead, signature of authorized company officer, etc.) satisfactory to Vancouver Rise FC. Vancouver Rise FC reserve the right to approve or reject any such requests for any reason in Vancouver Rise FC's sole discretion.

8. Stadium/Event Venue. Each ticketholder's use of Vancouver Rise FC Tickets is subject to compliance with the provisions of any bylaws or regulations of Swangard Stadium (or other Event venue) and/or the City of Burnaby and all terms and conditions of Vancouver Rise FC applicable to such Tickets including, without limitation, the following:

- (a) ticketholders are prohibited from bringing cans, bottles and containers for ice or beverages in the Event venue;
- (b) ticketholders are prohibited from throwing objects in the stands or onto the playing area;
- (c) ticketholders shall comply with any request by Event venue security to display the contents of bags, boxes, packages, etc., and prohibited items may be confiscated by Event venue security;
- (d) ticketholders shall comply with all public health orders and guidelines; and
- (e) ticketholders shall retain the stub of their Ticket on their person at all times while in the Event venue pursuant to the right of admission evidenced by the Ticket and shall produce the stub upon request by any Event venue representative.

9. Objectionable Conduct. Ticketholders engaging in disorderly or objectionable conduct in violation of Vancouver Rise FC, Swangard Stadium, and Event venue policies may, in Vancouver Rise FC's sole discretion, be ejected from the Event in respect of which the Ticket has been issued without refund of the ticket price. Vancouver Rise FC also reserve the right, in Vancouver Rise FC's sole discretion, to revoke the remaining tickets in a multi-Event Ticket Package or Season Ticket Membership Plan of any ticketholder who has been ejected

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from a single Vancouver Rise FC Event for any reason, or whose Tickets were used by another person who was ejected from an Event for any reason. For certainty, but without limiting the generality of the foregoing, if a ticketholder is ejected from an Event in respect of which a Ticket has been issued and is deemed to have committed an offense under the Vancouver Rise FC “**Fan Code of Conduct**” <https://www.nsl.ca/code-of-conduct>, as may be amended from time to time, such ticketholder may, in Vancouver Rise FC’s sole discretion, have their right to attend future Vancouver Rise FC Events immediately revoked without refund or any reimbursement of any kind.

10. Assumed Risks and Release of Liability.

(a) The Ticketholder hereby recognizes and acknowledges that team rosters and player lineups are subject to change at any time prior to, or during, the Event. Ticketholder further acknowledges that Vancouver Rise FC cannot and does not make any representation, warranty and/or guarantee arising from or related to the participation or performance of any individual player in the Event, and Vancouver Rise FC hereby disclaims any and all such representations, warranties, and guarantees, whether express or implied (including, but not limited to, in any advertising or promotional materials related to the Event. Player depictions in marketing materials are for reference purposes only. Ticketholder agrees that Vancouver Rise FC shall not be held liable or responsible for any allegation, claim, demand, proceeding, or action arising from or related to the participation or attendance of any individual player, or the performance of any player or team, in the Event, and no refund will be owed Ticketholder on the basis of nonparticipation or non-attendance of any individual player. By using this ticket, Ticketholder acknowledges this disclaimer and voluntarily assumes all risks related to the attendance or performance of specific players at the Event.

(b) THE TICKETHOLDER:

(i) VOLUNTARILY ASSUMES ALL RISKS AND DANGERS arising from or related in any way to attendance at the Event in respect of which a Ticket has been issued, whether occurring prior to, during or after such an Event, including, without limitation, (A) the risk of contracting or spreading a communicable disease or illness (including exposure to a bacteria, virus, or other pathogen capable of causing disease or illness), (B) the risk of physical injury, disability, or death, however caused, whether by players, by other people (including, without limitation, other spectators), or by objects (such as balls entering the spectator area), and (C) the risk of lost, stolen or damaged property ((A), (B), and (C), collectively, the “**Assumed Risks**”); and

(ii) VOLUNTARILY AND IRREVOCABLY AGREES, TO THE GREATEST EXTENT PERMISSIBLE BY LAW, NOT TO SUE, TO WAIVE ANY AND ALL CLAIMS AGAINST, TO DEFEND, AND TO HOLD HARMLESS, RELEASE, AND INDEMNIFY

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THE RELEASEES (AS DEFINED BELOW) FOR ANY CLAIM, LOSS, DAMAGE (INCLUDING INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGE) OR INJURY RESULTING FROM: (A) THE ASSUMED RISKS AND ANY OTHER RISKS AND DANGERS, WHETHER PAST, PRESENT, OR FUTURE, AND KNOWN OR UNKNOWN; AND (B) THE TICKETHOLDER'S NEGLIGENCE, MISCONDUCT, OR VIOLATION OR BREACH OF THIS AGREEMENT ((A) and (B), collectively, the "**Losses**").

THE TICKETHOLDER AGREES THAT THE RELEASEES ARE EXPRESSLY RELEASED FROM RESPONSIBILITY AND LIABILITY FOR THE LOSSES. THE TICKETHOLDER ALSO AGREES THAT VRFC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY ARISING FROM THE EXERCISE OF VRFC'S DISCRETION AS CONTEMPLATED IN THIS AGREEMENT. THE TICKETHOLDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE IS AN INHERENT RISK OF EXPOSURE TO COMMUNICABLE DISEASES AND ILLNESSES IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT AND THAT NO PRECAUTIONS OR PROTOCOLS CAN ELIMINATE THE RISK OF EXPOSURE TO ANY SUCH COMMUNICABLE DISEASE OR ILLNESS.

FOR THE PURPOSES HEREOF, THE "**RELEASEES**" ARE: (I) NSL AND ITS AFFILIATES ("**NSL GROUP**"), THE MEMBERS OF NSL GROUP AND EACH OF THE NSL GROUP TEAMS OPERATED BY THEM (INCLUDING, WITHOUT LIMITATION, VANCOUVER RISE FC AND VRFC), AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT AFFILIATES, SUBSIDIARIES, MEMBERS, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SPONSORS, VOLUNTEERS, INVITEES, AND CONTRACTORS (AND ALL EMPLOYEES OF SUCH CONTRACTORS), AND OTHER PERSONNEL; (II) THE DIRECT AND INDIRECT OWNERS, LESSEES, AND SUBLESSEES OF SWANGARD STADIUM; (III) CONCESSIONAIRES, MERCHANDISERS, OTHER VENDORS, AND ALL OTHER CONTRACTORS PERFORMING SERVICES AT SWANGARD STADIUM; (IV) OTHER THIRD PARTIES PRESENT AT OR FROM TIME TO TIME BROUGHT TO SWANGARD STADIUM (INCLUDING, WITHOUT LIMITATION, MEDICAL PERSONNEL); AND (V) ANY PARENTS, SUBSIDIARIES, AFFILIATED AND RELATED COMPANIES, AND OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INSURERS, REPRESENTATIVES, SUCCESSORS, AND/OR ASSIGNS OF EACH OF THE FOREGOING ENTITIES AND PERSONS, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES.

(c) If, notwithstanding the release of liability in Section 10(b), any or all Releasees are found liable for any Losses, the maximum aggregate liability of the Releasees to the ticketholder will, under no circumstances, exceed the amount such ticketholder paid for their Ticket to such Event, with the sole exception to the foregoing being for Season Ticket Membership Plan holders, to whom the Releasees' maximum aggregate liability will,

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under no circumstances, exceed the amount such member paid for their Membership for the then-current season.

(d) FOR GREATER CERTAINTY, IF A TICKETHOLDER IS AGREEING TO THIS AGREEMENT, INCLUDING THIS SECTION 10, ON BEHALF OF A MINOR (I.E., A PERSON UNDER THE AGE OF 19) FOR WHOM THE TICKETHOLDER IS THE PARENT OR GUARDIAN, THE TICKETHOLDER'S AGREEMENT HEREIN INCLUDES AN AGREEMENT TO INDEMNIFY THE RELEASEES IN RESPECT OF ANY LOSSES INCURRED, OR CLAIMS COMMENCED AGAINST THE RELEASEES, BY OR IN RESPECT OF SUCH MINOR, INCLUDING AFTER SUCH MINOR HAS REACHED THE AGE OF MAJORITY. THE TICKETHOLDER ACKNOWLEDGES THAT: (I) THIS MEANS THE TICKETHOLDER IS AGREEING TO LET THE MINOR ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY; (II) EVEN IF THE RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THE MINOR MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED; AND (III) THE TICKETHOLDER IS GIVING UP THE MINOR'S RIGHT AND THE TICKETHOLDER'S RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO THE MINOR OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY.

11. Resale Restricted. Where permitted by Vancouver Rise FC, a ticketholder may sell or transfer their Tickets to any person for non-commercial purposes, provided that such ticketholder: (a) is in compliance with all applicable laws and the terms of this Agreement in doing so; (b) shall be responsible for ensuring that any person using a resold or transferred Ticket (regardless of whether that person is the initial transferee or a subsequent transferee, each a "**Ticket User**") complies with all applicable terms of this Agreement and the Ticket Terms (defined below); and (c) will be responsible for all acts and omissions of each Ticket User as if such act or omission was that of the original ticketholder. The ticketholder acknowledges and agrees that Tickets are intended for personal use by the original ticketholder only and are not intended for commercial resale of any kind unless transferred in accordance with the then applicable membership agreement governing tickets purchased under a Season Ticket Membership Plan (the "**Membership Agreement**") or otherwise as allowed by Vancouver Rise FC. Unless permitted under this Agreement, the Membership Agreement (in the case of Tickets purchased under a Membership) or otherwise authorized by Vancouver Rise FC, resale or attempted resale of any Ticket for any reason (commercial or non-commercial) is grounds for seizure or cancellation without refund or other compensation.

12. Lost, Stolen or Unauthorized Tickets. The Releasees are not responsible for, and may refuse to honor, any duplicate or duplicated, lost, stolen, destroyed or counterfeit Tickets. Any sale, resale, assignment or transfer of any Ticket, or any of the rights or Ticketholder Privileges evidenced thereby, in any manner contrary to this

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Agreement, the Membership Agreement (if applicable) or applicable law or regulation, as well as any attempt at any of the foregoing, is strictly prohibited and will result in seizure, revocation and/or forfeiture of the Ticket without refund or compensation. Tickets obtained from unauthorized sources may be lost, stolen or counterfeit and may not be honoured.

13. Force Majeure. Vancouver Rise FC shall not be in breach of this Agreement if the performance of any of its obligations hereunder is prevented or pre-empted because of acts of God, civil or military authority, acts of public enemy, war, accidents, epidemic, pandemic, outbreak of communicable disease or illness, public health crisis or order, fires, explosions, earthquakes, floods, the elements, strikes or labor disputes, or any cause beyond Vancouver Rise FC's reasonable control for such period of time as such event continues, provided that Vancouver Rise FC uses all reasonable efforts to perform such obligations once such event has ceased. In the event of the cancellation, postponement or rescheduling of one or more Vancouver Rise FC events as a result of any such causes (each, a "**Force Majeure Stoppage**"), Vancouver Rise FC shall use commercially reasonable efforts, based on the size and scope of the Force Majeure Stoppage, to keep ticketholders apprised by way of policy statement regarding how Vancouver Rise FC proposes to address such Force Majeure Stoppage, but Vancouver Rise FC shall not be obliged to perform any resolution or work-around for any Force Majeure Stoppage.

14. Agreement Modification. Vancouver Rise FC reserves the right to amend this Agreement in Vancouver Rise FC's sole discretion by posting such amendments to <https://www.vanrisefc.com/ticketing-terms>.

15. Seat Relocation for Broadcast/Security Requirements. Vancouver Rise FC reserves the right to relocate ticketholders during the regular season and at any time during the playoffs to accommodate broadcast or security requirements, or for any other reasonable purpose in Vancouver Rise FC's sole discretion.

16. The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision hereof.

17. Entire Agreement. This Agreement, including the terms printed on the back of each Vancouver Rise FC Ticket or otherwise made available digitally for ease of reference (the "**Ticket Terms**" or "**Ticket Back Terms**"), the Membership Agreement (applicable only to ticketholders under the Season Ticket Membership Plan), the Fan Code of Conduct, and any policies introduced by Vancouver Rise FC from time to time, forms and contain the entire agreement between Vancouver Rise FC and the ticketholder (including any person using any ticketholder's Tickets) with respect to the subject matter hereof. This Agreement is wholly governed by the laws of British Columbia, Canada. The ticketholder and Vancouver Rise FC attorn to the exclusive jurisdiction of the

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courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.

18. Deposits and Payments Non-Refundable. Where permitted by law, all deposits and/or payments made are non-refundable. Deposits made by a ticket purchaser or prospective ticket purchaser to secure a place on a priority or early access list to purchase a Ticket or Ticket Package, will be prioritized by deposit date receipt. As ticket inventory for the applicable Ticket or Ticket Package becomes available (as determined in Vancouver Rise FC's sole discretion and subject to availability), Vancouver Rise FC will contact the list participant in priority sequence based on their respective priority position or listing. Contact may be made by way of telephone or email from the contact information provided by the ticketholder on any enrolment form. List participants will have such period of time as Vancouver Rise FC may allow, in Vancouver Rise FC's sole discretion, from the first attempt of contact by Vancouver Rise FC (whether by phone or email) to respond regarding the ticketholder's intention to purchase the Ticket or Ticket Package offered. If and when a Ticket and/or Ticket Package becomes available and the list participant does not respond within the stipulated time frame or decides not to purchase the offered Ticket or Ticket Package, the deposit money can be moved to an account credit which can be used towards the future purchase of other Vancouver Rise FC ticket products. Ticketholder acknowledges and agrees that Vancouver Rise FC reserves the right to amend, modify or cancel the priority list to purchase a Ticket or Ticket Package at any time and at its sole discretion.

19. In the case of conflict between this Agreement and (i) the Ticket Terms or (ii) the terms of the Membership Agreement, the terms of this Agreement will govern.

20. Minor(s). If the ticketholder is a minor: (a) the minor agrees that their parent or guardian is agreeing to this Agreement for themselves and on the minor ticketholder's behalf; and (b) the minor's parent or guardian agrees that they are agreeing to this Agreement for themselves and on the minor ticketholder's behalf.

21. Electronic Communications. From time to time, Vancouver Rise FC will send the ticketholder electronic messages, including SMS messages, with information pertaining to the ticketholder's Ticket Package including details on any Ticketholder Privileges. Whitecaps may also send the ticketholder other types of electronic messages, provided Vancouver Rise FC has the ticketholder's consent do so in accordance with applicable law.

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