

2020 FC Dallas Ticket Policies

A ticket to an FC Dallas game or other event (“Event”) hosted by Frisco Stadium, LLC (“FSLLC”) at Toyota Stadium (“Stadium”) is a revocable license that only grants the ticketholder a **one-time** entry to the Stadium and a spectator seat, or standing room, for the specified game (the “Event”). **Dates and times of all Events are subject to change or cancellation.** The ticketholder, on behalf of the ticketholder and any accompanying minors (collectively, the “Holder”), agrees that: admission is contingent on Holder’s agreement to the terms and conditions set forth herein, the Purchase Agreement and Terms of Use of FSLLC’s official ticketing platform AXS (which can be found at www.axs.com) or other authorized ticketing service, as well as those available at www.mlssoccer.com/fan-code-of-conduct (collectively, the “Terms”); and by using a ticket to enter the Stadium, Holder is deemed to have read the Terms and agreed to be bound by them. Failure to comply with any of the Terms, shall result in forfeiture of this license and all rights arising hereunder without refund and shall entitle Management to pursue all additional legal remedies available to it. Admission may be refused or withdrawn or Holder ejected at the sole discretion of FSLLC, Major League Soccer, L.L.C. and its affiliates (“MLS”) or FC Dallas Soccer, LLC and its affiliates (the “Club” and, collectively with FSLLC and MLS, “Management”).

ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY IF ADMISSION IS REFUSED OR REVOKED, OR THE EVENT IS NOT HELD FOR ANY REASON, INCLUDING ACTS OF GOD, CIVIL OR MILITARY AUTHORITY, ACTS OF PUBLIC ENEMY, WAR, ACCIDENTS, FIRES, EXPLOSIONS, EARTHQUAKES, FLOODS, THE ELEMENTS, STRIKES OR LABOR DISPUTES, IS A REFUND OF UP TO THE TICKET PRICE SET BY MANAGEMENT (THE “FACE VALUE”), UNLESS OTHERWISE PROVIDED BELOW. 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. 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 STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

Holder and Holder's belongings may be searched upon entering the Stadium, and prohibited items may be confiscated, at the sole discretion of the Management. Holder consents to such searches and waives any and all claims relating to them. If Holder does not consent to such searches, Holder will be denied entry or ejected from the Stadium without refund. Further, Management reserves the right to refuse admission to or eject any person whose conduct, in Management’s sole discretion, violates the Terms, or is otherwise disorderly, without refund. Inappropriate behavior or abusive language may result in ejection (without refund), forfeiture of season ticket member privileges, and/or other legal action. Refund to Holder of the Face Value shall automatically terminate Holder’s rights hereunder.

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 the Event for any commercial, non-personal, purpose. 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 the Event (the “Works”). Notwithstanding the foregoing, Holder agrees that by using a ticket to enter the Stadium, Holder shall be deemed to have signed such ticket and granted MLS an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. Holder also grants irrevocable permission to MLS and the Club (and their sponsors, licensees, advertisers, broadcasters, designees and agents) to use, publish, edit, and alter 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.

2020 FC Dallas Ticket Policies

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 PHYSICAL INJURY OR DEATH, HOWEVER CAUSED, WHETHER BY PLAYERS OR OBJECTS SUCH AS BALLS ENTERING THE SPECTATOR AREA, OR OTHERWISE, AS WELL AS THE RISKS OF LOST, STOLEN OR DAMAGED PROPERTY. HOLDER HEREBY WAIVES ALL CLAIMS AND POTENTIAL CLAIMS RELATING TO SUCH RISKS, HAZARDS AND DANGERS INCLUDING, BUT NOT LIMITED TO, THE RISK OF BEING INJURED BY BALLS, PLAYERS AND/OR OTHER PEOPLE OR OBJECTS WHICH MAY ENTER THE SPECTATOR AREA AND CAUSE SERIOUS INJURY.

Management is not responsible for, and may refuse to honor, any duplicate or duplicated, lost, stolen, destroyed or counterfeit tickets. Use of this ticket in violation of any law including, without limitation, the unlawful resale or unlawful attempted resale of this ticket is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund or compensation. This ticket is not redeemable for cash and may not be used for, or in connection with, any commercial or trade purposes including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the Club and MLS.