

Terms of Use for My Tickets

These Terms of Use (hereinafter, "Agreement") set forth the terms, restrictions and limitations governing your use of the My Tickets online functionality ("My Tickets"), and all of the services provided by it (collectively, the "Services", provided to you by Tickets.com, Inc. ("Tickets.com") in conjunction with the Tampa Bay Rowdies ("Tampa Bay Rowdies"). By registering to use the Services, you acknowledge that you have read and understand this Agreement and expressly agree to comply with and be bound by the provisions of this Agreement. You acknowledge that by using the Services, you are creating a valid, binding and enforceable legal agreement between you, the Tampa Bay Rowdies and Tickets.com, Inc. ("Tickets.com"). Tickets.com and/or the Tampa Bay Rowdies may revise, modify, or otherwise amend this Agreement from time to time by posting such revised, modified or amended Terms of Use on this website. Any revised, modified or amended Terms of Use will be deemed effective once you visit this website or otherwise use the Services after such terms are posted.

By using the Services, you also agree to adhere to (1) any and all terms and conditions, rules, policies, regulations, and directions of the Tampa Bay Rowdies and/or Tickets.com, as such may be amended from time to time, including, without limitation, those terms and conditions printed on Tampa Bay Rowdies event admission tickets ("Tickets"), (2) the terms, conditions and policies set forth in the My Tickets Frequently Asked Questions, (3) the Terms of Use and Privacy Policy applicable to the Tampa Bay Rowdies official website(s), each of which is incorporated as part of this Agreement by this reference. Specifically, you agree to use the Services subject to and in accordance with the following terms and conditions and, where applicable, represent the same to be true:

1. Eligibility and Registration. In order to participate in My Tickets you must first register with My Tickets. To qualify for registration, you must be at least 18 years of age. By registering with My Tickets, and accessing the Services, you are representing to us that you are at least 18 years of age. The Tampa Bay Rowdies or Tickets.com may suspend or terminate your My Tickets account if you are not qualified to use the Services.

2. Accuracy of Information. You agree, and by using the Services you represent and warrant that the information you provide to anyone in connection with your use of the Services (including, without limitation, the Tampa Bay Rowdies or Tickets.com) is true and accurate in all respects. Neither Tickets.com nor the Tampa Bay Rowdies guarantees the truth or accuracy of any statements or representations made by My Tickets users. Neither Tickets.com nor the Tampa Bay Rowdies will be liable or bear any responsibility for statements made by other My Tickets users.

3. Tampa Bay Rowdies Ticket Holders and Applicable events. Not all Ticket accounts holders of record are authorized by the Tampa Bay Rowdies to use My Tickets to forward any Ticket through Ticket Forward. Only Tickets for Tampa Bay Rowdies as designated by Tampa Bay Rowdies from time to time may be forwarded through Ticket Forward.

4. Specific Terms Governing Use of Ticket Forward. If you forward a Ticket through Ticket Forward, you agree to be bound to the following terms. If you are a qualified My Tickets account holder of record and are forwarding a Ticket, you are referred to below as the “Sender”. If you are receiving a forwarded Ticket, you are referred to below as the “Recipient”.

- **Forwarding Tickets.** If you are a Sender, you may forward one or more of your Tickets to an event to any person, provided that the Recipient has a valid email address. You authorize the Tampa Bay Rowdies and Tickets.com to cancel and deactivate each Ticket that you forward and to reissue a valid Ticket to the Recipient. Please confirm the Ticket[s] you want to forward and verify the correct email address[es] of the Recipient[s].
- **Receiving Forwarded Tickets.** If you are a Recipient, a new Ticket with a replacement barcode will be issued to you. A Ticket that has been forwarded to you is only valid for the event imprinted on that Ticket, and is only for your own personal use.
- **Use of Original Ticket After Forward.** The Sender will receive one warning if any attempt is made to use such Sender’s Ticket after such Ticket has been deactivated. Any subsequent attempts to use any deactivated Ticket following such warning may result in the permanent disqualification of the Sender from use of the Services and revocation of the Sender’s season Ticket. Neither the Tampa Bay Rowdies, nor Tickets.com will be liable for any damage, loss or claim relating to the use, or attempted use of any deactivated Ticket.
- **Rescheduled Events.** In the event an event is postponed or rescheduled, any Recipient will be subject to those policies applicable to Tampa Bay Rowdies Ticket holders generally, as the Tampa Bay Rowdies may amend such policies from time to time. Ticket forwards for events that are rescheduled are not retractable and it is the

Recipient's responsibility to verify any changes to the information printed on the Ticket, including the date and time of the event.

- **Cancelled Events.** Ticket forwards for events that are cancelled will be reversed. Any Ticket that was forwarded to a Recipient for any cancelled event will be deactivated and will no longer be valid, and such Recipient will have no further rights in connection with that Ticket. Any forwarded Ticket for any cancelled event will be subject to those policies applicable to Ticket holders generally, as such policies may be amended by the Tampa Bay Rowdies from time to time. You understand that Tampa Bay Rowdies may be cancelled from time to time and that neither the Tampa Bay Rowdies, nor Tickets.com is responsible for any loss or damage in connection with such cancelled events.

5. Termination of Participation. Tampa Bay Rowdies may, in their sole discretion, and at any time, terminate, suspend or restrict your use of the Services immediately and without notice, with or without cause, including without limitation, if Tampa Bay Rowdies determine that (A) you have violated the terms of this Agreement or any other applicable terms, conditions or restrictions, (B) you have violated, or attempted to violate, the rights of other My Tickets participants, (C) you have violated any policy, rule, regulation or direction of Tampa Bay Rowdies relating to either the Tampa Bay Rowdies and/or Tampa Bay Rowdies grounds, as each may be amended from time to time by Tampa Bay Rowdies in their sole discretion, or (D) you have violated, or attempted to violate, any applicable law, statute, ordinance, rule, regulation or order, including without limitation, any such law, statute, ordinance, rule, regulation or order regarding fraudulent activity. Neither Tickets.com, nor Tampa Bay Rowdies will be liable to you or any third party for any loss or claim arising out of such termination. Upon such termination (i) you will cease use of the Services, (ii) any of your Ticket transactions for future event dates may be cancelled, (iii) set-offs and debits may be taken against your account, and (iv) any other actions available to Tampa Bay Rowdies or Tickets.com at law or in equity may be taken against you.

6. Legality of Transaction. Neither Tampa Bay Rowdies, nor Tickets.com makes any assurance that the Services complies with applicable Federal, state, municipal or other local law or regulation. Users of the Services assume all risk in connection with any transaction conducted with the Services.

7. Trademarks. No ownership or other rights in or to the trademarks and copyrighted material contained on any of this Website or Tampa Bay Rowdies Websites is granted to you through this Agreement and you acknowledge that you do not have any rights in or to any such trademarks and/or copyrighted material. You agree you will not display, transmit, or use any such trademarks and/or copyrighted material in any manner whatsoever.

8. WARRANTY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. NEITHER TICKETS.COM, NOR TAMPA BAY ROWDIES WARRANT THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR ACCESS TO OR OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, (C) DEFECTS WILL BE CORRECTED, OR (D) THIS WEBSITE OR TAMPA BAY ROWDIES WEBSITES (OR ANY SERVERS THAT MAKE THE SERVICES AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER TAMPA BAY ROWDIES, NOR TICKETS.COM WARRANT OR MAKE ANY REPRESENTATION THAT THE USE OR THE RESULTS OF THE USE OF THE SERVICES WILL NOT ADVERSELY AFFECT YOUR OR ANY OTHER PERSON'S USE OF THE COMPUTERS ON WHICH THE SERVICES ARE USED OR THE NETWORK OF WHICH SUCH COMPUTERS ARE A PART. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TICKETS.COM, OR TAMPA BAY ROWDIES, OR AN AUTHORIZED REPRESENTATIVE OF TICKETS.COM, OR TAMPA BAY ROWDIES WILL CREATE A WARRANTY OF ANY KIND.

9. LIMITATION OF LIABILITY. NEITHER TICKETS.COM, OR TAMPA BAY ROWDIES OR ANY OF THEIR RESPECTIVE AFFILIATES, REPRESENTATIVES, PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND CAUSED BY, RELATED TO, OR ARISING FROM (A) YOUR USE OF THE SERVICES, (B) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, INFRINGING MATERIAL, COMPUTER VIRUS, OR COMMUNICATION LINE FAILURE, (C) THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF

RECORDS OR INFORMATION, (D) UNCOMPLETED OR COMPLETED TRANSACTIONS, OR (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY, IN EACH CASE INCLUDING WITHOUT LIMITATION, DAMAGES IN CONNECTION WITH (I) LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF TICKETS.COM, OR TAMPA BAY ROWDIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER MY TICKETS PARTICIPANTS OR THIRD PARTIES. IN NO EVENT WILL TICKETS.COM, OR TAMPA BAY ROWDIES OR ANY OF EACH OF THEIR RESPECTIVE AFFILIATES, REPRESENTATIVES, PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, TECHNICAL SUPPORT PARTNERS AND PROVIDERS OR CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE SERVICES WHATSOEVER.

10. INDEMNITY. EACH PERSON WHO USES THE SERVICES AGREES TO SAVE, DEFEND, INDEMNIFY AND HOLD HARMLESS TAMPA BAY ROWDIES, OR TICKETS.COM, AND EACH OF THEIR RESPECTIVE AFFILIATES, PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, FINES, PENALTIES, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES AND THEIR USE.

11. Compliance with Laws. You agree that you will not use the Services for any illegal purpose and will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations and orders regarding ticketing.

12. No Guarantee of Security. Neither Tickets.com, or Tampa Bay Rowdies guarantees secure access to either Tampa Bay Rowdies or the My Tickets Website and none of Tampa Bay Rowdies nor Tickets.com assures the security of any information provided by you in connection with the Services.

13. Password Use. In order to use the Services you will be required to register with My Tickets, and as part of such registration, you will receive a user name and password. You are solely responsible for maintaining the confidentiality of your user name and password and are solely responsible for all actions that occur under your user name and password.

14. General. This Agreement will be governed in all respects by the laws of the State of Florida without regard to conflict of law principles. You agree that any action arising out of or relating to these terms will be submitted to binding arbitration, held in Florida, pursuant to the Commercial Rules of the American Arbitration Association and that the terms of such action, the names of the parties, all documents filed in connection with such arbitration and any award by the arbitrator (or other resolution of such matter) will be confidential. This Agreement sets forth the entire understanding and agreement between the parties with relation to the subject matter of this Agreement and it is understood that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. In case any provision of this Agreement will be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. Headings in this Agreement are used for convenience of reference only and will not in any way define or affect the meaning, construction, or scope of the provisions captioned. No delay of, or omission in the exercise of any right, power or remedy accruing to Tampa Bay Rowdies, nor Tickets.com under this Agreement will impair any such right, power or remedy, nor will it be construed as a waiver of any future exercise of any right, power or remedy.

15. 2024 SEASON TICKET AUTO RENEW. Season Ticket Holder payments are non-refundable. By submitting payment, you acknowledge that you agree to the Tampa Bay Rowdies Terms and Conditions. ACH/EFT payments and Debit Cards are not accepted. All Season Ticket Holders are automatically enrolled into Auto-renewal whereby we will automatically renew your Season Membership on an annual basis, unless you choose to opt out. There will be a thirty (30) day opt out period in June and July of 2023 for the 2024 season. You will receive an email regarding the 2024 season and the opt out period at that time.