

**PLEASE READ THIS AGREEMENT COMPLETELY AND CAREFULLY. THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. TO THE EXTENT ENFORCEABLE IN THE APPLICABLE JURISDICTION, THESE TERMS INCLUDE A DISPUTE RESOLUTION SECTION (INCLUDING AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER). IN ARBITRATION, THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

This ticket is a revocable license that only grants the ticketholder a **one-time** entry to BMO Field (the “**Stadium**”) and a spectator seat, or standing room, for the specified game (the “**Event**”). **Dates and times of the Event are subject to change or cancellation.** In the event that the date and/or time of the Event is changed, the term “Event” as used herein shall mean the game played at the newly-specified date and time. No person over the age of two (2) may enter the Stadium without a ticket.

The bearer (and/or purchaser) of tickets to the Event (“**Bearer**”), any individual seeking entry to the Event through the use of a ticket issued to or held by Bearer (including but not limited to minors and all other attendees), and all other persons acting or purporting to act on behalf of anyone gaining admission to the Event (each of the foregoing, including the Bearer, hereinafter a “**Holder**”), agree that: admission is contingent on Holder’s agreement to the following terms and conditions, those available at [www.mlssoccer.com/about/fan-code-of-conduct](http://www.mlssoccer.com/about/fan-code-of-conduct), and the MLS Spectator Waiver (collectively, the “**Terms**”); and by purchase, acceptance, and/or use of this ticket to enter the Stadium, Holder and all others who gain entry to the Event (including parking areas or entry gates) using tickets issued to, provided to, or otherwise used to gain admission for the Holder, are deemed to have read the Terms and agreed to be bound by them with the same force and effect as if Holder signed these Terms. Bearer represents and warrants that each person who enters the Stadium using tickets purchased by, issued to, provided to, or held by the Bearer has authorized Bearer to act on their behalf for purposes of agreeing to these Terms. Failure to comply with any of these 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 the Stadium, Major League Soccer, L.L.C. and its affiliates (“**MLS**”) or Maple Leaf Sports & Entertainment Partnership, d/b/a Toronto FC, and its affiliates and its affiliates (the “**Club**” and, collectively with the Stadium owner 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 game is cancelled and not rescheduled for any reason, 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.**

#### **DISPUTE RESOLUTION**

**THIS IS A SUMMARY OF MANDATORY TERMS. FOR FULL TERMS RELATED TO DISPUTE RESOLUTION AND BINDING ARBITRATION, CLASS ACTION WAIVER AND JURY TRIAL WAIVER, AND CHOICE OF LAW PLEASE VISIT [MLSSOCCER.COM/LEGAL/TERMS-OF-SERVICE](http://MLSSOCCER.COM/LEGAL/TERMS-OF-SERVICE).**

- **ANY CURRENT OR FUTURE DISPUTE RELATING TO THE EVENT OR THE STADIUM ARISING BETWEEN HOLDER AND PERSON OR PARTY INCLUDED WITHIN THE DEFINITION OF “MANAGEMENT” SHALL BE RESOLVED IN BINDING INDIVIDUAL ARBITRATION. THIS ARBITRATION AGREEMENT IS GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.**
- **EITHER PARTY HAS THE ABILITY TO BRING DISPUTES IN SMALL CLAIMS COURT (THIS RIGHT DOES NOT ALLOW A PARTY TO REMOVE OR APPEAL A DISPUTE TO A COURT OF GENERAL JURISDICTION.) ANY DISAGREEMENT AS TO WHETHER A DISPUTE IS WITHIN THE JURISDICTIONAL LIMITS OF SMALL CLAIMS COURT IS FOR A COURT TO DECIDE AND ANY ARBITRATION SHALL BE STAYED.**

- BEFORE INITIATING ANY ARBITRATION PROCEEDING, A WRITTEN "NOTICE OF DISPUTE" MUST CONTAIN THE FOLLOWING INFORMATION: (I) INFORMATION SUFFICIENT TO IDENTIFY ANY TRANSACTION, ACTIVITY, AND ACCOUNT AT ISSUE; (II) CONTACT INFORMATION OF THE CLAIMANT (INCLUDING NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS); AND (III) A DETAILED DESCRIPTION OF THE NATURE AND BASIS OF THE DISPUTE (INCLUDING THE DATE OF ANY TRANSACTION OR ACTIVITY AT ISSUE) AND THE RELIEF SOUGHT, INCLUDING A CALCULATION FOR IT. THE NOTICE MUST BE PERSONALLY SIGNED BY HOLDER (AND THEIR COUNSEL, IF REPRESENTED). IF HOLDER HAS A DISPUTE, THEY SHALL SEND A COMPLETED NOTICE OF DISPUTE BY EMAIL TO [LEGALNOTICES@MLSSOCCER.COM](mailto:LEGALNOTICES@MLSSOCCER.COM). THIS IS A CONDITION PRECEDENT TO ARBITRATION. HOLDER AND MANAGEMENT AGREE TO MAKE A GOOD FAITH EFFORT TO RESOLVE ANY DISPUTE FOR AT LEAST SIXTY (60) DAYS FOLLOWING RECEIPT OF A COMPLETED NOTICE OF DISPUTE. ALL APPLICABLE LIMITATIONS PERIODS (INCLUDING STATUTES OF LIMITATIONS) WILL BE TOLLED FROM THE DATE OF RECEIPT OF A COMPLETED NOTICE OF DISPUTE THROUGH THE CONCLUSION OF THIS PROCESS.
- IF THE PARTIES CANNOT RESOLVE A DISPUTE WITHIN SIXTY (60) DAYS FOLLOWING RECEIPT OF A COMPLETED NOTICE OF DISPUTE, IT SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") AND HEARD BY A SINGLE, NEUTRAL ARBITRATOR. THE NAM RULES WILL GOVERN EXCEPT AS SPECIFICALLY MODIFIED. THERE ARE ADDITIONAL PROCEDURES FOR "MASS FILINGS."
- ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE EXCEPT THE FOLLOWING, WHICH ARE FOR A COURT OF COMPETENT JURISDICTION TO DECIDE: (1) ISSUES THAT ARE SPECIFICALLY RESERVED FOR A COURT AND (2) ISSUES RELATED TO THE SCOPE AND ENFORCEABILITY OF THE ARBITRATION PROVISIONS.
- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT PARTICIPATE AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING.
- UNLESS BOTH PARTIES AGREE OTHERWISE, AN ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. AN ARBITRATOR WILL APPLY THESE DISPUTE RESOLUTION TERMS AS A COURT WOULD. IF, AFTER EXHAUSTION OF ALL APPEALS, ANY OF THESE PROHIBITIONS ON NON-INDIVIDUALIZED INJUNCTIVE OR DECLARATORY RELIEF AND CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDINGS ARE FOUND TO BE UNENFORCEABLE WITH RESPECT TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), THEN SUCH A CLAIM OR REQUEST FOR RELIEF WILL BE DECIDED BY A COURT OF COMPETENT JURISDICTION AFTER ALL OTHER CLAIMS AND REQUESTS FOR RELIEF ARE ARBITRATED.
- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.
- THIS AGREEMENT AND ANY DISPUTES ARISING HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PROVINCIAL AND FEDERAL COURTS OF TORONTO, ONTARIO SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES (EXCEPT FOR DISPUTES BROUGHT IN SMALL CLAIMS COURT) THAT ARE NOT SUBJECT TO ARBITRATION OR OVER ANY ACTION INVOLVING THE APPLICABILITY OR ENFORCEABILITY OF ANY PROVISIONS OF THIS AGREEMENT (INCLUDING THE ARBITRATION PROVISIONS AND CLASS ACTION WAIVER) TO THE EXTENT ENFORCEABLE.

**IF HOLDER DOES NOT CONSENT TO THESE DISPUTE RESOLUTION PROVISIONS, HOLDER MUST LEAVE OR NOT ENTER THE STADIUM.**

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 these Terms or any applicable code of conduct implemented by Management, violates any applicable federal or state law or local order, or is otherwise disorderly, without refund. Inappropriate behavior or abusive language may result in ejection (without refund), forfeiture of season ticket privileges, and/or other legal action. Refund to 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 this ticket to enter the Stadium, Holder shall be deemed to have signed this 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, Soccer United Marketing, LLC, the Club and the MLS clubs (and each of their respective affiliates, sponsors, licensees, advertisers, broadcasters, designees, partners and agents) a worldwide, irrevocable, perpetual, sublicensable, royalty-free license to use, publish, distribute, edit, modify and/or alter Holder'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, in whole or in part, for any purpose, including without limitation the advertising or promotion of future MLS games or other services provided by MLS or by the Club, without further authorization or compensation and waives all claims and potential claims relating to such use unless prohibited by law.

**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 a 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. Holder hereby waives all claims and potential claims relating to such risks, hazards and dangers.

Holder hereby recognizes and acknowledges that team rosters and player lineups are subject to change at any time prior to, or during, the Event. Holder further acknowledges that Management can make no representation, warranty and/or guarantee arising from or related to the participation or performance of any individual player in the Event, and Management 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). Holder agrees that Management 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 that no refund will be owed Holder on the basis of non-participation or non-attendance of any individual player. By using this ticket, Holder acknowledges this disclaimer and voluntarily assumes all risks related to the attendance or performance of specific players at the Event.

In the event that the Event commences at its scheduled date and time but is delayed or postponed at any point prior to its conclusion due to inclement weather or for any other reason (hereinafter a "**Suspended Match**"), Holder recognizes and acknowledges that this license does not grant re-entry for any date and time scheduled for commencement of the remainder of the Event. Management, in its sole discretion, will be entitled to determine whether this ticket will permit entry to the Suspended Match at the date and time for which it is re-scheduled or at

which play resumes, or whether any refunds shall be issued for this ticket.

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.

**Safety Requirements:** Due to the uncertainty related to novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, “**COVID-19**”) and other communicable diseases (together referred to herein as “**Communicable Diseases**”), this ticket and the Holder’s admission to the Stadium are subject to all safety and health requirements and policies put in place by Management. Such policies and requirements as they may be updated from time to time (in the sole determination of the Management) and as they may be communicated to the Holder prior to or during the Event (whether orally or in writing) by, for example, instruction provided by Management personnel or signage in or around the Stadium, are collectively referred to below as the “**Safety Requirements**”. The Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event), and attendance at the Event is conditioned on such compliance.

Except as otherwise provided in the MLS Terms of Service (<https://www.mlssoccer.com/LEGAL/TERMS-OF-SERVICE>), if any provision or part of the foregoing terms and conditions is held to be illegal, unenforceable or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in these terms and conditions remain valid and binding.