Tampa Bay Rowdies: Policies and Procedures for Fixed Seating Locations/Season Tickets

As a Season Member with the Tampa Bay Rowdies ("Rowdies"), you are a valued and important part of our organization. To assure prompt and efficient response to your requests and needs, we kindly request your compliance with the following policies and procedures. By sending us payment for Rowdies season tickets, you indicate your willingness to comply with these procedures. Please read this information carefully. The terms "Season Member," "permanent rights holder" and "contact name" are collectively hereinafter referred to as "Season Member."

Ownership of Seat Locations

The Rowdies own and control all rights to seat locations for Rowdies home matches at Al Lang Stadium (the "Stadium"). A purchaser of season tickets obtains a license, in the form of the ticket, to use the seat location at the Stadium designated by the ticket. The Rowdies in their sole and absolute discretion may revoke this license at any time upon refunding the purchase price of the ticket. By way of example only, without limiting in any way the Rowdies’ discretionary right under all circumstances, if it appears to the Rowdies, in their sole and absolute discretion, that an individual or entity has purchased new season tickets primarily for resale purposes and not for their own personal use in attending matches at Al Lang Stadium, the Rowdies shall have the right to revoke this license at any time by refunding the purchase price of unused tickets. The Rowdies in their sole and absolute discretion may revoke this license at any time upon misconduct by the Season Member, without refund. This license is granted on a match-to-match basis, and is subject to all rules, regulations and policies relating to tickets as established from time to time by the Rowdies, the Stadium and USL. The decision to offer partial season tickets and the composition of such plans will be made by the Rowdies from time to time in their sole discretion.

Season Member and Accounts

For purposes of these Policies and Procedures, a Full Season Member is defined as having purchased all home matches at Al Lang Stadium or a prorated portion thereof. A Partial Season Member is defined as having purchased a season ticket plan consisting of a portion of home matches, usually similar in their days of the week. The Rowdies reserve the right to change the matches included in partial season ticket plans from year to year.

The Season Member is the permanent rights holder (whether person or business) on the original application for tickets, and that person or business is assigned an account. If the Season Member is an entity, a contact name must be provided to the Rowdies. The entity may request a change in the name of the contact person for its account. A request to change the contact person of an entity must be submitted to the Rowdies in writing on company or entity letterhead and signed by an authorized officer. Season tickets should be paid for by check or credit card. If a third-party payment is accepted by the Rowdies, such acceptance shall not give the third party any Season Member or renewal privileges, or cause or require the Rowdies to change the name of the Season Member on the account. The Rowdies will treat the Season Member as the purchaser of season tickets in such circumstances, including for purposes of season ticket renewal.

Season Member Privileges Non-Transferable
Season Members are prohibited from transferring the seat locations designated by their season tickets to any person, whether by a request to transfer the account into another name, or by an attempt to transfer the seat locations or the renewal privilege described below by sale, gift, transfer by will or trust, property settlement, transfer to creditors, or any other means. It is important to the Rowdies to protect and reward Rowdies customers by allowing them the opportunity to relocate their seat locations, rather than allowing Season Members to transfer accounts or sell them to third parties. Therefore, any attempt to sell or otherwise transfer season ticket privileges to third parties will not be recognized by the Rowdies and may result in cancellation of all season ticket privileges. Any court order directing distribution of the season tickets to a person not listed as the Season Member, whether in bankruptcy or otherwise, may result in the exercise by the Rowdies of their right to immediately withdraw the license represented by the tickets, including any season ticket renewal privileges, upon refund by the Rowdies of all amounts paid for matches that have not yet been played.

The Rowdies generally recognize two exceptions to the above policy. First, the Rowdies will generally allow season tickets to be transferred to members of the Season Member's immediate family upon the death of the Season Member. Immediate family shall be defined as a person's spouse and relatives by birth or marriage including siblings, parents, children, in-laws, and any financial dependents. A request to transfer season ticket privileges to an immediate family member of a deceased Season Member must be submitted to the Rowdies in writing by the deceased's personal representative or other authorized representative and must be supported by appropriate documentation satisfactory to the Rowdies. Such documentation may include but not be limited to a death certificate, probate and/or trust documents, and proof of relationship.

Second, if the Season Member is an entity, the Rowdies will generally allow season tickets to be transferred upon the sale or dissolution of an entity. A request to transfer season ticket privileges of an entity account must be submitted to the Rowdies in writing by the contact person for the account and must be supported by appropriate documentation satisfactory to the Rowdies. Such documentation may include but not be limited to corporate resolution, asset or stock purchase agreement, and dissolution papers. The Rowdies reserve the right to approve or reject any such requests at their sole and absolute discretion.

**Season Member Renewal Privileges**

The Season Member understands, acknowledges and agrees that the Rowdies have the right to automatically renew the Season Membership (“Season Membership Renewal”) on an annual basis unless the Season Member cancels his/her Season Membership or opts out of Season Membership Renewal as set forth herein. During each season’s annual renewal period, the Season Member will receive an invoice with the amount of the Membership Fee for the next season and the payment schedule therefor. The Season Member may cancel or opt out of Season Membership Renewal by providing written notice to the Rowdies prior to the end of the thirty (30) day notification period set forth in the invoice and in the manner set forth in the invoice. If the Season Member does not cancel or opt out of Season Membership Renewal in accordance with the foregoing requirements, the Season Member’s credit card will be charged for the Membership Fee for the next season and the Season Member will be responsible for the Membership Fee for the next season. Ticket plans and seating categories are subject to change each season.
Subject to the foregoing Season Membership Renewal provisions, a Full Season Member has an opportunity to renew the current assigned seat location at the Stadium for the next Rowdies’ season. The opportunity to renew is a privilege granted by the Rowdies and may be revoked at the Rowdies’ sole and absolute discretion. This renewal privilege is exercised when payment is received for the season tickets in the amount specified and by the date established by the Rowdies. This renewal privilege is revocable by the Rowdies at any time prior to payment or if payment is not received by the established due date. A Partial Season Member has an opportunity to renew seats for the next Rowdies’ season at the Stadium but is not guaranteed the same seat location. If a Partial Season Member’s seat location is not available at the Stadium, the Rowdies will make reasonable efforts to relocate the Partial Season Member to seats in the Stadium generally in the same price range and in the same general area as the Partial Season Member’s former assigned seat location. Partial season tickets will only be available in designated locations in the Stadium.

The Rowdies will exercise reasonable efforts to maintain renewal privileges for Season Members at the Stadium; provided, however, Season Members are not guaranteed this opportunity. The Rowdies will consider, among other things, violations by Season Members of rules, regulations and policies of the Rowdies, the Stadium and USL in deciding whether to revoke renewal privileges. Such violations include, without limitation, any unapproved transfer or attempt to transfer rights to the seat locations represented by season tickets as discussed above. Any benefit associated with the purchase and/or renewal of Rowdies’ season tickets, including but not limited to any renewal discount applied against the price of a new season ticket, the priority number system described in the next paragraph, and the opportunity itself to renew season tickets, may be withheld, adjusted and/or revoked by the Rowdies at any time with respect to any one or more individuals and entities as determined by the Rowdies in their sole and absolute discretion. In deciding whether to permit the renewal of season tickets as well as the price at which the tickets would be renewed, the Rowdies reserve the right to take into account, among other things, that a particular individual or entity resold an amount of their season tickets such that it appears to the Rowdies, in their sole and absolute discretion, that the individual or entity is possessing the season tickets primarily for resale purposes and not for their own personal use in attending matches at Al Lang Stadium. The Rowdies further reserve the right to adjust benefits as well as to make decisions on the renewal of season tickets on a case-by-case basis as well as on a year-to-year basis. In addition, renewal privileges could be affected from time to time by changes to the Stadium and/or the Stadium seating areas (such as, for example, the elimination of seats and/or damage or destruction to the Stadium or other events or circumstances) as determined by the Rowdies in their sole and absolute discretion. Season ticket renewal invoices will be issued to the Season Member by the end of the calendar year, subject to the sole and absolute discretion of the Rowdies. The payment deadline date will be specified on the invoice. Due to the time required to process relocation requests, accounts not meeting the payment deadline are subject to cancellation. If the Season Member does not receive the appropriate mailings, the Season Member should contact Season Ticket Services at (727) 222-2000. If the Season Member does not contact Season Ticket Services within a reasonable time, the Rowdies may revoke the Season Member’s renewal privilege and priority numbers for seat locations. All payments received for season tickets are non-refundable and non-transferable.

**Priority Numbers**

The Rowdies have adopted the following policy for the assignment of a priority number to each new Season Member: (1) priority numbers are assigned sequentially as Season Members subscribe or have
subscribed; (2) a Season Member’s priority number determines the order to which season ticket seat relocations are offered to a Season Member; (3) Full Season Members in designated premium locations receive the exclusive benefit of premium priority numbers enabling earlier access in the relocation process; (4) in the event a Full Season Member relocates from one premium location to another premium category, they will be reassigned the next available priority number associated with the new premium location; (5) in the event a Full Season Member relocates out of a premium location to a non-premium location, they will revert back to their general priority number as assigned when they subscribed; and (6) a priority number may only be transferred as designated in the Season Ticket Privileges Non-Transferable section of this document.

Distribution of Tickets

Fully paid season ticket accounts will have access to their tickets at least two (2) weeks prior to the first match of the regular season. Season tickets will be available to the Season Member via their online membership account.

Seat Location Changes

Requests for season ticket relocation are accepted during the renewal period. A request must be indicated on the season ticket relocation form along with the designated payment. Requests for seating changes will be considered by priority number along with other Season Members requesting changes. Relocation requests should indicate which areas of seating are acceptable. The request should identify the largest possible area that is acceptable for relocation and a possible increase in price. Relocations are limited by, among other factors, the actual cancellations that occur. If seats are available in the desired areas when the Season Member’s priority number(s) is reached, the seat(s) will be changed according to the request on the season ticket relocation form and all rights to previously assigned seats will be forfeited. The Rowdies reserve the right to adjust season ticket locations at any time without prior notice to or consent of the Season Member. Such adjustment may take place on a single match basis as needed or may be made for all or any portion of the season. Reasonable efforts will be made to contact the Season Member prior to any location adjustment. In the event of any such location adjustment by the Rowdies, the Season Member’s sole remedy shall be cancellation of the Season Member’s account. The Season Member must provide the Rowdies with written notice of such cancellation within sixty (60) days after notification of the adjustment. Upon receipt of such notice, the Rowdies will refund to the Season Member any amounts paid which correspond to matches not played as of the date which is five (5) business days after notice is received by the Rowdies.

Additional Ticket Requests

If a Season Member wishes to purchase additional season ticket seats, the Season Member should contact the Rowdies at (727) 222-2000 to be placed on the waiting list. The Season Member will be notified after the relocation process as to what seats are available. The Season Member should be aware that additional seats will receive their own priority numbers, may not be adjacent to the Season Member’s current seat locations, and will be priced at the New season ticket price (renewal rates will not apply).
Postseason Tickets

It is the Rowdies' policy to accommodate as many Season Members as possible during any postseason play at the Stadium. Season Members will have the first opportunity to purchase postseason ticket packages after the requirements of the Office of the Commissioner of USL and the Rowdies' organization have been met. Season Members will be notified of specific policies and procedures prior to any postseason play.

Lost or Stolen Tickets

Lost or stolen tickets can be re-issued only under the conditions set forth by Rowdies’ management and only to the Season Member. Replacement tickets will be issued upon payment of the full face value of the lost tickets. Reports of stolen tickets must be accompanied by a police report indicating the circumstances of the theft. Stolen tickets (with police report) will be replaced without additional charges. If lost tickets are later recovered, a refund of additional charges may be obtained by sending the unused lost tickets and the replacement tickets to Rowdies Season Ticket Services, within thirty (30) days after the match for which the Season Member requires the replacement tickets. The Season Member should contact Rowdies Season Ticket Services at (727) 222-2000 to determine eligibility for replacement tickets.

Change of Address

It is the Season Member's responsibility to notify Rowdies Season Ticket Services, in writing, of any change of address to ensure prompt delivery of notices and other dated material. The Season Member must sign the change of address.

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 Member and sent to the attention of Rowdies Season Ticket Services. No notice or request will be effective or acted upon by the Rowdies until received in writing. All correspondence concerning a season ticket account should include the account number and daytime phone number for the Season Member. Notices and requests from the Rowdies are communicated to Season Members via several methods, independent of and/or in combination with each other, and include but are not limited to U.S. Postal Service, telephone or e-mail. It is the Season Member’s sole responsibility to maintain accurate, current and complete contact information on their Rowdies’ season ticket account.

Terms and Conditions

It is understood and agreed that these policies and procedures (the "Policies") are governed by and are subject to the Terms and Conditions ("Terms") available at www.Rowdiessoccer.com/disclaimer. In the event of any conflict between the Policies and the Terms, it is agreed that the Terms shall control. Please note that the Terms have been updated to address circumstances related to COVID-19. By purchasing a ticket, the purchaser accepts all of the Terms applicable to ticket purchase and usage, including the updated Terms. In the event of any conflict between the Policies and the Terms, it is agreed that the Terms shall control.

COVID-19
By purchasing season tickets, the Season Member, on the Season Member’s own behalf and on behalf of all persons (including without limitation any minor) who attend a match (the “Match”) with the tickets the Season Member is purchasing (collectively, the “Guests”), acknowledge and agree that an inherent risk of exposure to COVID-19 exists in any public place where people are present and that by attending the Match the Season Member and the Guests are at risk of COVID-19 exposure. The Season Member and the Guests, by attending the Match, voluntarily acknowledge and assume all risks and dangers, including without limitation the risk of exposure to COVID-19, associated with attending the Match and release, waive, forever discharge, and covenant not to sue Rowdies Soccer Club, LLC, Tampa Bay Rowdies Soccer, Ltd., 501SG, LLC, Sunburst Entertainment Group, LLC, City of St. Petersburg, Florida, and Pinellas County, Florida, and each of their respective past, present and future subsidiaries, affiliates, agents, officers, employees and owners, as a result of any personal injury, illness or other loss suffered as a result of attendance at the Match. The Season Member and the Guests also agree to follow all rules, posted instructions and protocols established by Rowdies' management from time to time. The Season Member further agrees to notify each of the Guests of the risks, waivers, and understandings set forth herein.

Additional Matters

The foregoing policies and procedures attempt to cover most situations relating to Season Members at the Stadium. They do not apply to any matches (home or away) played by the Rowdies at a location other than the Stadium. In the event any issue or matter relating to Rowdies’ season tickets is not covered, or if there is a question of interpretation of the policies and procedures, or in the event of any dispute between the Rowdies and any Season Member, or any Season Member and a third party, the Rowdies reserve the right to make all final decisions and determinations and take all actions necessary, in their sole and absolute discretion, to resolve the issue or dispute. The Rowdies further reserve the right to modify and/or terminate any or all the foregoing policies or procedures from time to time with or without prior notice to the Season Members.

In order to ensure an excellent experience for all Rowdies’ Season Members, season ticket benefits, including but not limited to ticket exchange programs, promotional packages and personalized nameplates, are subject to change from year to year and/or within a season.