

## Bay FC Group Deposits Terms and Conditions

By submitting one or more non-refundable deposits (a “Deposit”) to Bay FC for Group Tickets (as defined below), you, on behalf of yourself and any organization, legal entity or other group which you purport to represent (collectively, “You” or “Depositor”), agree to Bay FC’s policies and procedures regarding such deposits, including the following terms and conditions (these “Terms”):

- 1. Deposits.** You may apply Deposit amounts only toward purchases of a minimum of ten (10) tickets, or such other minimum number as may be determined by Bay FC in its sole discretion, (“Group Tickets”) for certain Events (as defined below). **ALL DEPOSITS ARE NON-REFUNDABLE.**
- 2. Priority Access.** Subject to availability and these Terms, You will receive priority access to the opportunity to purchase Group Tickets for Events before such opportunities are provided to the general public (“Priority Access”). “Events” are defined as certain events that are made available to You for Group Ticket purchase by Bay FC, which may include, but are not limited to, Bay FC home games, including regular season, playoffs and/or non-NWSL friendly matches, and other events offered by Bay FC in its sole discretion, in all cases subject to availability and as may be offered in Bay FC’s sole discretion. You will have Priority Access to Group Ticket purchases only while you have a Deposit on file with Bay FC of at least \$50.00 (or such other amount as Bay FC may indicate in writing to You). Bay FC makes no representation, warranty or guarantee that (A) You are receiving “first priority” access to Group Ticket purchase opportunities or (B) that tickets will be available to You for any particular Event or particular number of Events.
- 3. Group Ticket Terms and Conditions.** All Group Ticket purchases, and your access to all applicable Events hereunder, shall be governed by all terms and conditions applicable to Group Ticket purchases, including, without limitation, (x) the [Bay FC fan code of conduct](#), (y) such group sales fan experience program terms and conditions that may be separately provided to you by Bay FC, and (z) any “ticketback” or similar language accompanying your tickets.
- 4. Reservation of Rights.** Bay FC reserves the right to require Depositors to have a legitimate permanent address within 200 miles of San Francisco. Furthermore, in the event that Bay FC determines that You have engaged in any deceptive or misleading practices in connection with any purchase of Group Tickets, Deposit or other action hereunder (including, without limitation, by providing false, inaccurate or legitimate information), Bay FC reserves the right to deactivate any and all tickets and/or passes provided to You in connection with any Rental. Bay FC further reserves the right to discontinue the Deposit and Priority Access program contemplated hereunder at any time for any or no reason by providing notice to you thereof (which may be provided via email or another written method). In such event, You will no longer have the Priority Access outlined in Section 2 above, Your Deposit will be held on file by Bay FC, and You will continue to be able to apply Deposit amounts toward Group Ticket purchases.
- 5. Three (3)-Year Limitation.** If You do not complete at least one (1) purchase of Group Tickets within three (3) years after your initial Deposit, such Deposit will be forfeited.

6. **LIMITATION OF LIABILITY.** THE LIABILITY OF BAFc TEAM OPERATOR, LLC, BAFc HOLDINGS, LLC, PAYPAL PARK AND THE NATIONAL WOMEN’S SOCCER LEAGUE AND EACH OF THEIR RESPECTIVE AFFILIATED ENTITIES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, MEMBERS, OFFICERS, AFFILIATES, OWNERS, AGENTS, EMPLOYEES AND CONTRACTORS (COLLECTIVELY, THE “**BAY FC PARTIES**”) FOR DAMAGES OF ANY KIND ARISING OUT OF YOUR DEPOSIT, INCLUDING BREACH OF CONTRACT, IS LIMITED TO A REFUND OF THE DEPOSIT. THIS REMEDY IS EXCLUSIVE. IN NO EVENT SHALL THE BAY FC PARTIES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
  
7. **Miscellaneous.** The resolution of all disputes regarding Deposits subject to this agreement and any rights that may arise from their purchase or possession shall be made by Bay FC in its sole discretion. To the fullest extent permitted by law, all such decisions by Bay FC will be final and binding. These Terms reflect the entire agreement of the parties with respect to the matters provided for herein, and supersedes any written instrument or oral agreement previously made or entered into by the parties to this Membership Agreement or any other plan offered by Bay FC, including, but not limited to, any advertising, marketing materials, and other oral or written communications made or distributed (in any form) by Bay FC, with respect to the subject matter hereof. Your personal information will be collected, processed and used in accordance with Bay FC’s Privacy Policy at <https://bayfc.com/privacy-policy/> and/or <https://privacy.ticketmaster.com/en/privacy-policy>, as applicable.