

New York City F.C. Citizens Membership Terms & Conditions

The following terms and conditions (the “**Cityzen Membership T&Cs**”) apply to the Cityzen Membership Scheme (as defined below). These Cityzen Membership T&Cs are to be read in conjunction with the Seasoncard T&Cs and the Citizens Portal T&Cs (as applicable) and any other relevant terms and conditions referred to herein (together, the “**Associated T&Cs**”) . Use of the benefits that the Cityzen Membership Scheme confers is subject to these Cityzen Membership T&Cs and the applicable Associated T&Cs.

PART I – General Terms and Conditions

1. Definitions and Interpretation

In these Cityzen Membership T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

“City Points”	points earned by Citizens and awarded by the Club in accordance with the terms of condition 16;
“Citizens Portal”	means a dedicated members-only page available to Citizens;
“Citizens Portal T&Cs”	means the terms of use of the Citizens Portal which can be found at http://www.nycfc.com/citizens ;
“Citizens Rewards”	as defined in condition 16.2;
"Club"	New York City Football Club LLC;
"Ground"	[TBC];
“Home Match”	means a Match played at the Ground;
"Match"	played by the Team during the 2015 Season;
"Cityzen"	a member of the Cityzen Membership Scheme;
"Cityzen Benefits"	the benefits to which a Cityzen is entitled under the Cityzen Membership Scheme, as set out in Part II of these Cityzen Membership T&Cs;
“Cityzen Membership Period”	as defined in condition 2.3;
"Cityzen Membership Scheme"	the Cityzen membership scheme which is valid for the Cityzen Membership Period, as further described in condition 2 of these Cityzen Membership Scheme T&Cs;

New York City F.C

Cityzens Membership Terms & Conditions

"Season"	means a season commencing on or around February of one year and ending on or around October of the same year and is referred to by reference to the year in which the season takes place, e.g. the '2015" Season;
"Seasoncard"	means an electronic card which grants the holder access to all regular-season home games of the Club for the 2015 Season;
"Seasoncard Holder"	means a holder of a Seasoncard;
"Seasoncard T&Cs"	means the standard terms and conditions applicable to purchasers and holders of a Seasoncard;
"Team"	the Club's first team squad;
"Website"	the Club's website at http://www.nycfc.com .

2. Pre-Requisites for Cityzen Membership

- 2.1. Currently, membership of the Cityzen Membership Scheme is an automatic benefit for Seasoncard Holders only aged 13 or over as at the date of purchase of the Seasoncard and is not available to purchase as a standalone product. Membership of the Cityzen Membership Scheme will be made available to Seasoncard Holders at the Club's sole discretion.
- 2.2. Details of the benefits associated with the Cityzen Membership Scheme are detailed in Part II of these Cityzen Membership T&Cs.
- 2.3. Your membership in the Cityzen Membership Scheme will be valid from the date you receive a welcome email from the Club on or confirming your membership details (the "**Welcome Email**") until the end of the 2015 Season (being on or around [TBC]) unless otherwise terminated earlier in accordance with these Cityzen Membership T&Cs (the "**Cityzen Membership Period**").

3. No Purchase Necessary

- 3.1. For Seasoncard Holders, membership of the Cityzen Membership Scheme is an automatic benefit of holding a Seasoncard during the 2015 Season (subject to meeting the age criteria specified in condition 2.1). Cityzen Membership is therefore free of charge and no separate purchase is required.
- 3.2. Please note this is an introductory offer and the Club reserves the right to:
 - 3.2.1. withdraw this offer at any time; and
 - 3.2.2. introduce a fee in respect of the purchase of a Cityzen Membership Scheme, provided in each case that this will not affect any memberships issued prior to any withdrawal of the offer by the Club.
- 3.3. No separate membership card will be issued to Cityzen Members, who should instead use their Seasoncard as evidence of their membership.

4. *Intentionally deleted.*

5. *Intentionally deleted.*

6. Transfer of Cityzen Membership and Cessation of Rights

6.1. The Cityzen shall adhere to and be bound by these Cityzen Membership T&Cs and any relevant Associated T&Cs and it is the responsibility of the purchaser of the relevant Seasoncard to inform the Cityzen of these requirements.

6.2. All rights with respect to a Cityzen Membership Scheme are personal to the Cityzen and shall cease upon the death of the Cityzen. Any Cityzen Benefits accrued including (without limitation) any City Points are not transferrable to any other person or organisation.

7. Amendments to Cityzen Membership Schemes

7.1. The Club reserves the right to re-brand or otherwise vary any of the Cityzen Membership Schemes, or introduce any additional Cityzen Membership Schemes, at any time provided that any such variation shall result in a Cityzen receiving the same or substantially similar benefits to those the Cityzen was entitled to receive prior to such variation. Cityzens may, at the sole discretion of the Club, be transferred to such additional or replacement Cityzen Membership Schemes without prior notice provided always that the Cityzen shall be entitled to the same or substantially similar benefits under the new Cityzen Membership Scheme as the Cityzen was entitled to under the Cityzen Membership Scheme from which the Cityzen was transferred.

8. Termination of participation in the Cityzen Membership Scheme

8.1. The Club may suspend a Cityzen's access to the Citizens Portal and the Cityzen Membership Scheme at any time at its sole discretion. If the Club does choose to suspend a Cityzen's access it will inform the Cityzen within a reasonable time, however the Club is under no obligation to inform the Cityzen of the reasons for the suspension or when the suspension may end.

8.2. The Club can terminate your participation in the Cityzen Membership Scheme immediately on written notice if:

- a. the Cityzen breaches these Cityzen Membership T&Cs or any Associated T&Cs;
- b. the Cityzen acts or is reasonably suspected of acting in any manner which is inconsistent with or violates these Cityzen Membership T&Cs or any element of the Cityzen Membership Scheme;
- c. the Cityzen acts, in the Club's opinion, in a manner inconsistent with the applicable laws, statutes or ordinances or if there are reasonable grounds for suspecting fraud, theft, or dishonesty in connection with the Cityzen Membership Scheme;
- d. the Cityzen is guilty (or the Club suspects the Cityzen is guilty) of a football related criminal offence;

New York City F.C

Cityzens Membership Terms & Conditions

- e. the Club reasonably believes that an unauthorised person is attempting to access the Cityzen Membership Scheme using a Cityzen's account;
 - f. the Club reasonably believes that providing the Cityzen with the City Points will cause the Club to break a law, regulation, code or other duty which applies to the Club; or
 - g. the Club reasonably believes it is necessary to do so for operational reasons; or
 - h. the Cityzens' Seasoncard is withdrawn or invalidated for any reason.
- 8.3. The Club may terminate the provision of the Cityzen Membership Scheme on giving the Cityzen 30 days' notice by email.
- 8.4. In the event that a Cityzen does not renew his/her Seasoncard prior to the end of the 2015 Season, his/her participation in the Cityzen Membership Scheme will automatically expire at the end of the Cityzen Membership Period and his/her entitlement to all City Points will be suspended. In the event that the Cityzen renews his/her Seasoncard within two months of the expiry of the Cityzen Membership Period, the City Points shall be carried over onto the next Cityzen Membership Period and be reactivated automatically.
- 8.5. In the event that a Cityzen's membership in the Cityzen Membership Scheme expires under condition 8.4 and the Cityzen does not renew his/her Seasoncard within two months of termination, any City Points suspended in accordance with condition 8.4 will be lost and will not be re-credited to a Cityzen's account upon purchase of a new Seasoncard.
- 8.6. In the event that a Season Card is withdrawn or a Cityzen Membership Scheme cancelled, the Club reserves the right to exclude the relevant Cityzen from applying for any future Cityzen Membership Scheme maintained or organised by the Club and or to disqualify the relevant Cityzen from applying for any match ticket at its discretion and to notify cityzens@nycfc.com of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).
- 8.7. All City Points acquired by a Cityzen may be revoked if that Cityzen's Cityzen Membership Scheme is cancelled, suspended or withdrawn in accordance with these Cityzen Membership T&Cs, or if the Cityzen is refused admission or banned from the Ground or any other sporting venue anywhere in the world.
- 9. Exclusion of Liability**
- 9.1. The Club will not be liable to any Cityzen for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- a. any failure or delay by the Club in carrying out any of its obligations under these Cityzen Membership T&Cs which is caused by circumstances outside of the Club's reasonable control;
 - b. the Cityzen Membership Scheme and the City Points;
 - c. any information provided to the Club by a third party;

New York City F.C

Cityzens Membership Terms & Conditions

- d. the Cityzens Portal, including its availability and use of or reliance on any content displayed on the Cityzens Portal; and
 - e. any act or omission of a third party providing the Cityzens Rewards.
- 9.2. The Club shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 9.3. To the extent permitted by law, the Club excludes all conditions, warranties, representations or other terms which may apply to the Cityzen Membership Scheme, whether express or implied.
- 9.4. The Club assumes no responsibility for the services provided by any third party in connection with the Cityzens Rewards, including but not limited to the delivery, standard, quality or otherwise of any Cityzens Rewards provided by third parties or the failure of such a third party to honour the redemption of the City Points or make a specific Cityzens Reward available. Any issues relating to the purchase, delivery and return of Cityzens Rewards should be addressed to the third party.
- 9.5. THE CLUB'S TOTAL LIABILITY TO EACH CITYZEN IN RESPECT OF ANY LOSS OR DAMAGE A CITYZEN SUFFERS AS A FORESEEABLE RESULT OF A BREACH OF THESE CITYZEN MEMBERSHIP T&CS IN RESPECT OF THE CITY POINTS IS TO CREDIT ANY CITY POINTS TO THE CITYZEN'S ACCOUNT WHICH HAVE BEEN WRONGLY DEDUCTED OR SHOULD HAVE BEEN CREDITED BUT WERE NOT.**
- 9.6. For the avoidance of doubt, nothing in these Cityzen Membership T&Cs is intended to exclude or limit the Club's liability for any conduct for which liability may not be excluded or limited as a matter of law.
- 10. *Clause intentionally deleted.***
- 11. Entire Agreement**
- 11.1. These Cityzen Membership T&Cs together with the documents referred to herein, comprise the entire agreement between the Club and the Cityzen in relation to the Cityzen Membership Scheme and all ancillary benefits. For the avoidance of doubt, the purchase of all Seasoncards shall be subject to the terms and conditions applicable to one-off purchases which are available on the Website.
- 12. Severability and Amendments**
- 12.1. The Club reserves the right to make amendments to these Cityzen Membership T&Cs from time to time, provided that the amendments shall not result in any Cityzen receiving any less than the same or substantially similar benefits to those that the Cityzen was entitled to receive prior to such amendments in relation to the 2015 Season. Up to date versions of the Cityzen Membership T&Cs will be made available promptly on the Website, and hard copies will be available from the Club upon request.
- 12.2. In the event that any condition(s) of these Cityzen Membership T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Cityzen Membership

New York City F.C

Cityzens Membership Terms & Conditions

T&Cs shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.

- 12.3. The Club reserves the right to alter the Cityzen Membership Scheme (including, without limitation, the number of City Points awarded for purchases) from time to time in its absolute discretion.

13. Waiver

- 13.1. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Cityzen Membership T&Cs or by law shall not constitute a waiver of that right, power or remedy.

14. Governing Law

- 14.1. These Cityzen Membership T&Cs shall be governed by and construed in accordance with the laws of New York, without regard for its choice or conflict of laws principles. Any dispute arising out of or relating to these terms of use or your exercise of the Membership benefits ("Dispute") shall be subject to the exclusive jurisdiction of the federal or state courts located in New York City, Borough of Manhattan, and by exercising the benefits that your Membership confers, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections as to jurisdiction or venue in such courts.

Part II: Cityzen Benefits

15. Cityzen Benefits

- 15.1. Cityzens will receive City Points during the Cityzen Membership Period for certain transactions, match attendance and social and online actions via the Cityzens Portal (to start redeeming City Points for social media behaviour the Cityzen will need to connect their social media accounts to the Cityzens Portal).
- 15.2. An up to date list of what actions can earn City Points will be available at <http://www.nycfc.com/cityzens>. The Club may update and change the City Points awarded for certain transactions and actions by the Cityzen throughout the relevant Cityzen Membership Period. The Club reserves the right to withdraw City Points at any time without notice.
- 15.3. In addition to the ability to earn City Points, Cityzens will be entitled to the following during the Cityzen Membership Period:
- a. access to exclusive pre-sale ticketing windows for high demand games;
 - b. access to the Cityzens Portal where Cityzens may earn City Points and burn their City Points to enter competitions, prize draws, get access to money can't buy experiences as set out below, subject to the Cityzens Portal Terms of Use. Please note that competitions and prize draws will be subject to their own individual terms and conditions and certain activities and features will be subject to age and/or geographical restrictions;
 - c. access to a voting portal where Cityzens will be able to give their opinion on certain club decisions;

New York City F.C

Cityzens Membership Terms & Conditions

- d. 10% discount on all purchases at the Club online store <http://shop.nycfc.com/> (online at (such discount cannot be used in conjunction with any other offer or discount, including any discounts offered to Seasoncard Holders);
- e. first-to-know messages on big Club news;
- f. digital match day programme for Home Matches.

15.4. From time to time, Cityzens may receive promotional offers ("**Special Offers**") for discounts to selected concession stands and team stores within the Ground or from commercial partners of the Club. The availability and frequency of any Special Offers are at the Club's sole discretion. Participation in the Cityzen Membership Scheme does not guarantee access to Special Offers. A Cityzen may be required to show their Seasoncard or insert their membership number at the point of sale to redeem any Special Offers. Special Offers must be valid at the time of redemption. Special Offers are non-transferable and not redeemable for cash. Special Offers expire and will be made available for specific time periods stated. Please refer to Special Offer for full details, terms and restrictions.

16. City Points

16.1. **How to earn City Points** - City Points are earned in accordance with the City Points table available at <http://www.nycfc.com/cityzens>. This table forms part of these Membership T&Cs, and the Club may update this table from time to time. Cityzens should regularly check the Website for updates to the City Point table.

16.2. **Cityzens Rewards and City Points Redemption** - Once a Cityzen has received the Welcome Email and activated the Cityzens Portal, Cityzens may start redeeming City Points for the Cityzens Rewards. The Cityzens Rewards may from time to time include: 1) vouchers; 2) auction items; 3) fan-based activities and experiences; and 4) the other great rewards set out on the Website at <http://www.nycfc.com/cityzens> from time to time (the "**Cityzens Rewards**"). The table of Cityzens Rewards forms part of these Cityzen Membership T&Cs. All Cityzens Rewards are subject to availability. For further information about the Cityzens Rewards please see the Cityzens portal <http://newyorkcityzens.cityfootball.com/login/LoginNewYork.aspx>.

16.3. The Club may, among other things: (a) increase or decrease the number of City Points rewarded for each action; (b) withdraw, limit, modify, or cancel the number of points awarded for each action and/or any Cityzens Reward; (c) limit the Cityzens Rewards available; or (d) change the Cityzens Rewards benefits, conditions of participation, rules for earning, redeeming, retaining, or forfeiting City Points, or rules governing the use of specific Cityzens Rewards. Please check <http://www.nycfc.com/cityzens> frequently for updates to these Cityzen Membership T&Cs, the City Points and the Cityzens Rewards.

16.4. You must have enough City Points to cover the cost of a product or service. City Points have no cash value and cannot be exchanged for a cash alternative. City Points and City Rewards may not be purchased with cash, credit card, or cash equivalents. City Points cannot be sold, traded, assigned, shared or transferred. The City Points are credited exclusively to the Cityzen and can only be redeemed by the Cityzen for the Cityzens Rewards. City Points, once redeemed for a Cityzens Reward cannot be returned, transferred or re-used.

New York City F.C

Cityzens Membership Terms & Conditions

- 16.5. Any Cityzen who attempts to earn or redeem City Points in any way which in the Club's determination, is fraudulent or unjust to other Cityzens (including without limitation tampering with the operation of the Cityzen Portal, any competition, raffle, auction, special offer or other service), hacking, cheating, deception, or any other unfair practices, may be rejected from the Competition at the Club's sole discretion.
- 16.6. The Club reserves the right to revoke and not honour any City Points and/or Cityzens Rewards that have been sold, traded, assigned, shared or transferred. If the Club suspect that a Cityzen is selling, trading, assigning or transferring City Points or Cityzens Rewards, the Club reserves the right to terminate the Cityzen's participation in the Cityzen Membership Scheme, revoke or cancel all or some of a Cityzen's City Points, Cityzens Rewards or other Cityzen Membership Benefits and/or take any other action it deems appropriate in its sole discretion.
- 16.7. Subject to condition 16.6 and this condition 16.7, provided the Cityzen's Seasoncard is renewed prior to the end of each Cityzen Membership Period and unless otherwise stated, City Points will not expire and will carry over to a subsequent Cityzen Membership Period. The Club reserves the right to impose expiration dates on the City Points that are unused after a specified period (such period to be determined at the Club's sole discretion).
- 16.8. If you cease to be a Cityzen and do not renew your Cityzen Membership within two months of expiry, your City Points shall be deleted and you shall not be entitled to any refund or cash equivalent. No credit will be issued for any City Points or Cityzens Rewards not redeemed.
- 16.9. If you return a product for a refund or cancel a purchase/subscription on which you have earned City Points, we will deduct the number of City Points collected from the original purchase from your Cityzens account. Cityzens are advised that this could result in a negative balance in your Cityzens account.
- 16.10. Once City Points have been redeemed they will not be reaccredited to a City Points account and no cash refund will be given.