SEATTLE SOUNDERS FC REWARDS POINT PROGRAM RULES

- I. This Seattle Sounders FC Reward Point Program Rules ("Rules") describes how the Seattle Sounders FC Rewards Program ("Sounders FC Rewards" or "Program") works and is an agreement between you ("You" or "Your") and Washington Federal Bank, National Association ("WaFd Bank"). You agree that use of Your credit card account covered by this Program ("Account") or any feature of this Program indicates Your acceptance of the terms of these Rules. Seattle Soccer, LLC dba Seattle Sounders FC ("Sounders FC") is a Reward fulfiller only and is not responsible for administering or managing the Program in any way and the scope of its obligations under these Rules is limited to its role in fulfilling earned and redeemed awards as directed by WaFd Bank ("Reward Fulfiller").
- 2. As provided in these Rules, You earn one (1) Bonus Point ("Point(s)") in the Program for every \$1 dollar of a qualifying credit card purchase. A qualifying credit card purchase ("Qualifying Transaction") shall mean: (i) a transaction that is charged to an eligible Account, and (ii) a transaction that appears on Your statement during the Program period. Points are deducted for returns. No Points are earned for balance transfers, finance charges, fees, cash advances, convenience checks, travelers checks, money orders, wire transfers, ATM withdrawals, foreign transaction currency conversion charges, insurance charges, unauthorized or fraudulent charges, or any cash-like transactions posted to Your Account.
- 3. Points can be used to order only the awards ("Award(s)") available in the current Program. You may select Awards from any level as long as You have a sufficient number of Points available in Your Account as of the date Your redemption is processed and You are in compliance with the other terms of these Rules. Point requirements assigned to any Award are subject to change from time to time without notice, and Awards may be substituted or discontinued at any time. Future availability of any specific Awards is not guaranteed. Should an Award be discontinued, it will be replaced with an Award of equal or greater value or, if no suitable substitute is available, You will be advised to make an alternative selection or Your Points may be returned to Your Account.
- 4. To participate in the Program, You authorize WaFd Bank to share information about Your Account, Point balance and contact information with Sounders FC to the extent necessary for Sounders FC to directly provide You Awards. WaFd Bank will provide you with additional details as required by law. For Award delivery of merchandise awards, you will be contacted by WaFd Bank or Sounders FC for most merchandise awards within three (3) business days requesting further information to fulfill your order. Tangible items will be shipped via a parcel delivery service or by the U.S. Postal Service. Merchandise may not always be available and may change without notice. Awards are not guaranteed. Shipments cannot be made to a post office box. If You have an APO, U.S. eligible territory or international address, please contact WaFd Bank for details regarding merchandise options and shipments before ordering. Cashback redemption Awards will show up on Your statement as Account credit within three (3) business days of Your request. Cashback redemption Awards is a statement credit and not an actual payment. You will still need to submit Your normal monthly payment before Your next due date.
- 5. Note any damages or shortages on the delivery receipt before signing to accept delivery from the carrier. An Award that is received by You as damaged or defective may be returned to the shipper for replacement within thirty (30) days of delivery. All parts, instructions, warranty cards and original packaging materials must be returned with the Award. You may be asked to provide photo proof of damages. Contact WaFd Bank for instructions to return the merchandise for possible replacement.
- 6. Applicable manufacturers' or providers' warranties, if any, will be included with Your Award. Warranty claims must be directed to the manufacturer or provider, as applicable. WAFD BANK, ANY THIRD PARTY UTILIZED BY WAFD BANK TO ADMINISTER THE PROGRAM ("Program Administrator") AND THEIR AFFILIATES, PRIZE FULFILLER, MAJOR LEAGUE SOCCER, LLC, SOCCER UNITED MARKETING, LLC AND ANY ASSOCIATION OR ORGANIZATION OF WHICH WAFD BANK IS A MEMBER IN CONNECTION WITH THE PROGRAM ("ASSOCIATION") MAKE NO AWARD, PRODUCT, OR MERCHANDISE REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF AWARDS, PRODUCTS, MERCHANDISE AND/OR SERVICES PROVIDED THROUGH THIS PROGRAM. THE PROGRAM ADMINISTRATOR AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DEFECTS IN AWARDS OR DAMAGES RESULTING FROM USE OF ANY AWARDS PROVIDED THROUGH THE PROGRAM.
- 7. Points have no cash value. Points cannot be exchanged for cash or credit; used with any other offer, promotion or discount; combined with cash to obtain any Awards; or, earned from or transferred to any other credit and/ or debit card, account or rewards program, unless otherwise specified. Points earned for purchases made by an authorized user or additional Account holder to Your Account will be automatically consolidated to Your Account balance.
- Your Sounders FC Rewards earnings statement will normally include the number of Points earned, subject to adjustment as provided for in these Rules.
- O. Your Account must be open and in good standing (i.e., current with no delinquent payments owing, not cancelled, terminated by either party or otherwise not available for Your use as a payment method) at the time Your order is received for processing. WaFd Bank reserves the right to suspend Your participation in the Program until the Account is in good standing. Your Points do not expire as long as your Account is open, however, You will immediately lose all Your points if Your Account is closed or any of the following reasons: (i) You are in violation of these Rules or other agreements with WaFd Bank; (ii) you file for bankruptcy; (iii) WaFd Bank believes You have engaged in fraudulent activity related to Your Account or the Program; or (iv) You do not make Your minimum payment on Your Account within 60 days of the due date.

- Despite the Program's best efforts to ensure accuracy, printing and Web site errors may
 occasionally occur. The Program Administrator reserves the right to correct such errors
 at any time.
- 11. The Program may be modified, suspended or cancelled, and the redemption value of already accumulated Points may be changed, at any time without notice and without restriction or penalty. Changes to the Program may include, but are not limited to, modifications that affect Point accrual and/or expire Points based on the Point term, age and expiration date of the selected options(s). Award orders must be received on or before the Program end and/or Point expiration date. Contact WaFd Bank for details on any current promotions affecting Point accrual or redemption options. This Program is void where prohibited or restricted by law. You are responsible for any applicable federal, state or local taxes.
- 12. You agree to hold the Program Administrator and its affiliates, any Association and any vendors or other providers associated with the Program, and Prize Fulfiller, Major League Soccer, LLC and Soccer United Marketing, LLC harmless if WaFd Bank fails to meet its contractual or other obligations, resulting in Program interruption or termination prior to Your redemption of Points or receiving Your Awards. You also agree to hold the Program Administrator and its affiliates, and Association harmless if a Program vendor or provider files for bankruptcy, or otherwise goes out of business after You have redeemed Your Points for an Award from the vendor or provider but before You receive or use the Award.
- 13. Additional terms, conditions, disclosures and restrictions may apply to Sounder FC fan experience Awards such as travel, hotel accommodations, tickets, match passes, camp registration, activities and other services ("Sounders FC Fan Experiences"), and will be provided to You before such Awards are booked and/or reserved, including notification should any Award component be modified or replaced due to unavailability for any reason. Travel and other certificates or tickets are not exchangeable, refundable, transferable or redeemable for cash. All travel certificates, tickets and documents will be mailed first class U.S. Mail (or arraignments made for pickup in person) and will not be replaced in the event of loss, destruction or theft. You will be contacted by Sounders FC within 2-3 weeks to coordinate the Sounders FC Fan Experiences to determine mutually agreeable dates and times as applicable. Sounders FC Fan Experiences may not always be available and may change or be discontinued without notice. Awards are not guaranteed.
- 14. The Awards for the "Two (2) Single Match Field Club Passes" and "Ultimate Matchday Experience" are subject to the following additional terms in this Section. These Awards may only be redeemed for Sounders FC home matches against a Major League Soccer ("MLS") opponent (expect for and specifically excluding the Portland Timbers) during the current regular season (upcoming season if the Award is redeemed during the MLS offseason), subject to availability. Playoff matches are not eligible under this Award.
- 15. The Award for the "All-Inclusive Away Match Trip" is subject to the following additional terms in this Section. This Award may only be redeemed for Sounders FC away matches against a MLS opponent located in the forty-eight (48) contiguous United States during the current regular season (upcoming season if the Award is redeemed during the MLS offseason), subject to availability. Playoff matches are not eligible under this Award. Travel will be limited to domestic flights to the major U.S. airport nearest to the MLS opponent's stadium or field for the selected match. Hotel accommodations include one (1) room, double occupancy for a maximum of three (3) days/ two (2) nights with one of Sounders FC or MLS hotel partners. You are responsible for any airline security fees and any surcharges or additional fees that may be imposed by the airlines or aviation authority and You must pay them by permissible credit and/or debit card at the time of the reservation booking.
- 16. The Rules are subject to change at any time without notice. The most current version of these Rules is available on the Program Web site.
- 17. The Program Administrator and its affiliates, any Association and any vendors or other providers associated with the Program shall not be liable for any failure or delay in the performance of this Program for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this Program, and could not reasonably have been foreseen or provided against, including but not limited to the cancellation of a match or event or the unavailability of a player or person, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. In case of failure of performance under this Section, You will be advised to make an alternative selection or Your Points may be returned to Your Account.
- 18. WaFd Bank shall resolve all questions of what constitutes a Qualifying Transaction. All such resolutions or determinations by WaFd Bank are final. The use of Your Account following receipt of these Rules will indicate Your agreement to these Rules.
- 19. Please contact WaFd Bank if You do not receive Your Points for a Qualifying Transaction within thirty (30) days. Any ability to claim non-receipt of Points for a Qualifying Transaction is considered waived by You if not received by WaFd Bank within ninety (90) days.
- 20. Returns are subject to the return policy of the retailer from which You made Your purchase. If you return or cancel an item, Points are also reversed from that sale. To ensure continued eligibility for Point earnings, return Your purchase with the retailer and then make a new Qualifying Transaction through Your credit card account covered by this Program.

- 21. Exchanges also make purchases ineligible for Points, as when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. To ensure continued eligibility for Point earnings, return Your purchase with the Retailer and then make a new Qualifying Transaction through Your credit card account covered by this Program.
- 22. WaFd Bank may send communications about the Program to You at any mailing or email address in its records or through its online services, such as wafdbank.com or the WaFd Bank mobile application.
- 23. Sounders FC and any third party service providers are responsible for the quality and performance of any products or services they provide under this Program. WaFd Bank is not responsible for any aspects of the products and services provided by Sounders FC or any third party service provider.
- 24. These Rules and use of the Program are governed by federal law and Washington law and will apply no matter where you live or use the Program.
- 25. WaFd Bank may enforce the terms of these Rules at any time. WaFd may delay enforcement without losing its right to enforce these Rules at a later time. A determination that any part of these Rules is invalid or unenforceable will not affect the remainder of these Rules. If any term of these Rules are found to be inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, You and WaFd Bank agree that these Rules govern and the law is amended or waived by these Rules.