

Kansas City Chiefs® Kingdom Kids Terms and Conditions

The Kansas City Chiefs® Kingdom Kids ("**Kingdom Kids**") is the official kids fan club of the Kansas City Chiefs Football Club, Inc. (the "**Chiefs**"), with its principal place of business at The University of Kansas Health System Training Complex, One Arrowhead Drive, Kansas City, Missouri 64129.

These Kansas City Chiefs Kingdom Kids Terms and Conditions (these "**Terms**") govern your (the person registering) membership and participation in Kingdom Kids, and by joining Kingdom Kids, you agree that you have read, understand, and accept these Terms. The Chiefs may, in its sole discretion and without notice or liability to you, modify or terminate Kingdom Kids, the Benefits, or the Terms.

- **Membership and Eligibility.** You may enroll your child(ren) aged twelve (12) years or younger in Kingdom Kids, during periods specified by the Chiefs, by completing all required elements of the online form available at: <https://chiefs.formstack.com/forms/kingdomkids> (the "**Enrollment Form**"). You must submit all required information in the Enrollment Form and any required payment to be enrolled in Kingdom Kids. The Chiefs may, in its sole discretion, accept or decline your application for membership into Kingdom Kids. If you have successfully enrolled your child(ren) in Kingdom Kids, you will receive a confirmation email from the Chiefs. Those who have been successfully enrolled in Kingdom Kids are referred to as "**Members**." Application for membership in Kingdom Kids is open to adults eighteen (18) or older who are the parent or legal guardian of child(ren), aged twelve (12) or below, who are residents of the United States. You may only enroll once for each child you are enrolling (i.e., you cannot enroll the same child more than once). By enrolling a child or children in Kingdom Kids, you hereby represent and warrant to the Chiefs that you are the parent or legal guardian of that child(ren).
- **Benefits.** Subject to these Terms, Members of Kingdom Kids may receive the following benefits (collectively, "**Benefits**"): kid-friendly updates and communications, Chiefs' communications, exclusive event invitations, opportunities to win prizes and giveaways, and the chance to be featured on the Chiefs' social media account(s) and Sites (defined below). Benefits are offered at the Chiefs' discretion, and additional Benefits may be offered throughout the year. Benefits and communications will be sent at the address and email address provided in your Enrollment Form. It is your responsibility to update the Chiefs with any changes to your contact information, including physical and email addresses. The Chiefs will not be liable for any Benefits not received due to outdated, incorrect, or incomplete Enrollment Form Information.
- **Website.**
- **Ownership.** The Chiefs own all rights, title and interest in any Chiefs or Kingdom Kids website (the "**Sites**"), including any content contained therein. The Sites are protected by copyright and other intellectual property laws throughout the world. Subject to these Terms, the Chiefs grant you a limited license to use the Sites solely for your personal non-commercial purposes. The Chiefs reserve all rights not granted in these Terms.
- **Prohibited Uses.** You may use the Sites only for lawful purposes and in accordance with these Terms, and any other terms posted to the applicable Site. You shall not use the Sites in any way that (i) infringes or violates the intellectual property rights or proprietary rights, or rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, rule, ordinance or regulation; (iii) violates any other agreement you have with, or any obligations to, any third party; (iv) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (v) misrepresents the source or identity of any content; (vi) involves commercial activities and/or sales without the Chiefs' prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (vii) uploads, installs, constitutes, or embeds malware,

virus, worms, Trojan horses, or other harmful content or code, or violates the security of another computer network, crack passwords, or security encryption codes; (viii) impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of the Chiefs; (ix) engages in or furthers any fraudulent, abusive, or otherwise illegal activity, including but not limited to storing illegal material; (x) sends spam or junk mail on the Sites or to other users of the Sites; (xi) unleashes manual or automated software, devices, or other processes to “crawl” or “spider” any page or content of the Sites; (xii) decompiles, reverse engineers, or otherwise attempts to obtain the source code of the Sites; (xiii) removes, obscures, or alters any notices or links on the Sites or any of the features or tools of the Sites; (xiv) interferes with any other party’s use of the Sites, including their ability to engage in real time activities through the Sites; or (xv) otherwise attempts to interfere with the proper working of the Sites.

- **Third Party Links.** Parts of the Sites may, from time to time, be supported by sponsored links from advertisers and display offers that may be custom matched to you based on information stored in the Sites, queries made through the Sites or other information. In connection with such offers, the Sites may provide links to other websites. The Chiefs do not endorse, warrant, or guarantee the products or services available through any third-party offer (or any other third-party products or services advertised on or linked from the Sites), whether or not sponsored, and the Chiefs are not an agent or broker or otherwise responsible for the activities or policies of those websites. If you elect to use or purchase services or products from any third party or elect to provide, or grant access to, your information to any third party, you and your information are subject to their terms and conditions and privacy policy. The Chiefs are not responsible for the products and services offered by any third party.
- **Feedback.** The Chiefs shall own all feedback, comments, suggestions, ideas, and concepts that you provide to the Chiefs relating to Kingdom Kids, the Sites, and all associated intellectual property rights therein. You hereby assign all of your right, title, and interest in and to such feedback to the Chiefs.
- **Member Content and Submissions.**
- **Your Content.** In connection with Kingdom Kids, you may have the opportunity to upload or share photographs, videos, or other content (“**Your Content**”). Your Content also includes all information provided in your Enrollment Form. By posting or otherwise providing Your Content or other information, you represent and warrant that (i) all information submitted to us (including all information you submit to our Sites, on your Enrollment Form or via social media platform) is complete and accurate; (ii) you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive, transferable, assignable, sub-licensable right (including any moral rights) and license to make, have made, seller, offer for sale, use, execute, perform, host, display, publish, license, distribute, reproduce, modify, adapt and make derivative works of Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content; and (iii) you have obtained all necessary consents from all individuals featured within Your Content (including, if any such individuals are minors, consent from said minor’s parent or legal guardian) in order to provide Your Content.
- **License to Your Content.** You grant the Chiefs a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, transferable, assignable, sub-licensable right (including any moral rights) and license to make, have made, seller, offer for sale, use, execute, perform, host, display, publish, license, distribute, reproduce, modify, adapt and make derivative works of Your Content (in whole or in part) in any form or media which now or hereafter exists, for advertising, promotional, or any other commercial or non-commercial purposes.
- **Prohibited Content.** Your Content cannot: (i) be obscene, pornographic, violent or otherwise may offend human dignity, or contain nudity; (ii) contain language or imagery

which could reasonably be deemed offensive, or be likely to harass, upset, embarrass, or annoy any other person (including, but not limited to, any sort of language or imagery that could be deemed discriminatory against any race, religion, gender identity, sex, sexual orientation, color, ethnicity, national origin, or ability status); (iii) be abusive, insulting, or threatening, discriminatory, or promoting of or encouraging racism, sexism, hatred or bigotry; (iv) encourage any illegal activity including but not limited to, terrorism, inciting racial hatred, or the submission of which in itself constitutes committing a criminal offense; (v) be defamatory, untrue, or libelous; (vi) relate to commercial activity, including but not limited to, sales, competitions, and advertising, and links to other websites or premium line telephone numbers; (vii) involve the transmission or any sort of "spam" or "junk" mail; (viii) infringe upon any rights of a third party, including but not limited to privacy and intellectual property rights; (ix) contain any spyware, adware, computer viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage, or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers, or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from the Chiefs, other Members or otherwise; (x) use the name, image, or likeness of another person, or impersonate another person, without that person's consent (or in the case of a minor, without the consent of that minor's parent or legal guardian) or be an image or likeness of a minor unaccompanied by the minor's parent or legal guardian (unless you are the parent or legal guardian of such minor); or (ix) is otherwise inconsistent with the intended use of Kingdom Kids. The Chiefs reserve the right remove any offending Content and to terminate the account of any Member who posts such content.

- **No Obligation to Pre-Screen.** You acknowledge that the Chiefs have no obligation to pre-screen content shared by other Members ("**Member Content**"), although the Chiefs reserve the right in its sole discretion to pre-screen, refuse or remove any Member Content (including Your Content). You hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content. Without limiting the foregoing, the Chiefs shall have the right to remove any content that violates these Terms or is otherwise objectionable.
- **Right of Publicity.** To the extent you attend any in-person events, or to the extent your image, likeness or other identifying features are contained in Your Content you hereby grant (and agree to confirm such grant in writing promptly upon request) to the Chiefs and those acting under their authority the right to use your (and/or any minors for which you are the parent or legal guardian of) name, photograph, likeness, voice, image, statements, and biographical information at any time or times for advertising, trade, publicity, and promotional purposes in any media now known or hereafter discovered, worldwide and on the World Wide Web, without review, notification, approval or additional compensation, unless prohibited by law. We may ask you to confirm such grants in writing.
- **Communications.** By providing your email address and opting into to receiving email communications, you have agreed to receiving email communications, including news from Kingdom Kids and promotional offers, from the Chiefs and the Chiefs' partners. To opt out of these emails, you may do so by clicking the "unsubscribe" link located at the bottom of any such email communication and/or otherwise following the instructions for unsubscribing.
- **Term and Termination.** These Terms remain in effect until the earlier of (i) the date which you terminate, or we terminate your membership; or (ii) the date we cease provision of Kingdom Kids. The Chiefs may terminate or suspend your access to Benefits or your membership at any time, for any reason, without warning, and in our sole discretion. You may terminate your membership by emailing the Chiefs at fanexperience@chiefs.com indicating that you no longer want to be a Member of Kingdom Kids. Upon termination of your membership, whether by us or you, your right to Benefits will immediately cease.

- **Warranty Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITES, KINGDOM KIDS AND ALL BENEFITS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CHIEFS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATING TO THE SITES, KINGDOM KIDS AND ALL BENEFITS PROVIDED. WITHOUT LIMITATION, THE CHIEFS MAKE NO WARRANTY THAT KINGDOM KIDS WILL MEET YOUR EXPECTATIONS, THAT THE USE OF SITES WILL BE uninterrupted, timely, secure, error free OR VIRUS FREE, THAT THE SITES OR ANY INFORMATION OR CONTENT FOUND ON THE SITES WILL BE ACCURATE OR RELIABLE OR MEET YOUR EXPECTATIONS. ANY CONTENT OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITES IS DONE AT YOUR SOLE RISK AND THE CHIEFS WILL NOT BE RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL.
- **Limitation of Liability.** TO THE FULLEST EXTENT UNDER APPLICABLE LAW, THE CHIEFS’ TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER OR RELATED TO THESE TERMS, YOUR MEMBERSHIP, THE BENEFITS, KINGDOM KIDS OR YOUR PARTICIPATION AT ANY IN-PERSON EVENT IN RELATION TO KINGDOM KIDS IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING ONE HUNDRED (\$100) US DOLLARS. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE CHIEFS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- **Indemnification.** You will indemnify, defend and hold harmless the Chiefs and its officers, directors, employees, shareholders and representatives from and against any and all loss, damage, or expense (including legal fees reasonably incurred in the defense of any claim) incurred by the Chiefs as a result of any claim, action or proceeding arising out of or related to: (i) your membership, including but not limited to use or misuse of the Benefits or your attendance at any in-person event; (ii) Your Content; (iii) your actual or alleged violation of these Terms or applicable law; (iv) your infringement or violation of any intellectual property, proprietary, or privacy rights of any third party; (v) injury to person or property; or (vi) your gross negligence or willful misconduct.
- **Dispute Resolution.** Any claim, dispute, or controversy arising out of or relating to the Sites, your membership, the Benefits or the breach, termination, enforcement, interpretation, or validity of these Terms, will be resolved exclusively by binding arbitration. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”). The arbitration shall be held in Kansas City, Missouri. The arbitrator will provide a written decision but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in these Terms, the parties may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.
- **General Provisions.**
- **Privacy Policy.** For information regarding the Chiefs’ treatment of personal information, including any information submitted on your Enrollment Form, please review our current Privacy Policy at <https://www.chiefs.com/privacypolicy/>, which is hereby incorporated into these Terms by reference.
- **Promotions.** The Chiefs may offer Members the opportunity to enter into certain sweepstakes (each a “**Sweepstakes**”) where the Chiefs will draw a certain number of entries

from all eligible entries received during the sweepstakes period as the potential winner of each such Sweepstakes. To the extent you enter into a Sweepstakes in connection with your membership in Kingdom Kids, you shall agree to the official rules for each such Sweepstakes. You are not eligible to participate in a Sweepstakes if you are a resident of the States of New York, Florida, or Rhode Island. Entries submitted in geographic areas in which the entry is not permissible will be disqualified. Each Member shall be limited to one entry in any specific Sweepstakes unless otherwise set forth in the rules of the applicable Sweepstakes. The odds of winning any specific Sweepstakes will vary based on the number of entries received for such Sweepstakes. Owners, officers, directors and employees of the Chiefs and their immediate family members are not eligible to enter any Sweepstakes. No purchase is necessary to enter any Sweepstakes. The Chiefs may offer Members the opportunity to enter into certain contests (each a "**Contest**") where the Chiefs will select, based on judging criteria set forth in the official rules for such Contest, a certain number of entries from all eligible entries received during the contest period as the potential winner of each such Contest. To the extent you enter into a Contest in connection with your membership in Kingdom Kids, you shall agree to the official rules for each such Contest. The Chiefs may offer Members the opportunity to enter into certain giveaways, where the Chiefs offer prizes to Members who successfully enter as set forth in the Giveaway's official rules (each a "**Giveaway**"). Giveaway entry is limited to one submission per Member, per Giveaway unless stated otherwise set forth in the rules of the applicable Giveaway. Giveaway prizes are WHILE SUPPLIES LAST AND ON A FIRST COME, FIRST SERVE BASIS.

- **Relationship of Parties.** These Terms do not establish any relationship of partnership, joint venture, employment, franchise or agency between you and the Chiefs.
- **Assignment.** You shall not assign these Terms, your membership, or any of the rights or obligations hereunder without the prior written consent of the Chiefs. Assignments made in violation of this section will be null and void and of no force or effect. These Terms bind and inure to the benefit of the parties and their respective permitted successors and permitted assigns.
- **Entire Agreement; Severability.** These Terms set forth the entire and exclusive understanding and license between you and the Chiefs and supersedes and cancels all previous written and oral agreements, communications, and other understandings related to the subject matter of these Terms. All modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision in these Terms is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of these Terms shall remain unaffected.
- **Waiver.** No waiver by the Chiefs of any right or provision under these Terms shall constitute a subsequent or continuing waiver of such right or provision or any other rights or provisions under these Terms. Failure to act or delay in acting by the Chiefs shall not constitute a waiver of any right or remedy.
- **Governing Law; Venue.** These Terms shall be governed by and construed in accordance with the laws of the State of Missouri and the United States, without regard to conflict of law provisions thereof. Any legal proceedings that arise under these Terms shall be brought in state or federal courts located in Jackson County, Missouri.
- **Survival.** Those provisions that by their nature are intended to survive termination or expiration of these Terms shall so survive.
- **Contact.** All inquiries about these Terms or Kingdom Kids may be directed to the Chiefs at: fanexperience@chiefs.com.