

## Houston Dynamo FC 50/50 Raffle

### Benefiting Dynamo Charities

#### OFFICIAL RULES

**Description of the Raffle:** By participating in the Houston Dynamo FC's 50/50 Raffle benefitting Dynamo Charities (the "Raffle"), each participant ("Entrant") is subject to, and agrees to be bound by, these Official Rules and by the decisions of Dynamo Charities (the "Foundation"), and these Official Rules shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, state and local laws and regulations. Some restrictions apply. Void where prohibited or restricted by law. The Raffle is a fundraising tool to support the charitable efforts of the Foundation. Entrants acknowledge, understand and agree that their participation in the Raffle is voluntary. Entrants are encouraged to participate in the Raffle responsibly.

**Eligibility:** Only legal residents of the United States who are eighteen (18) years of age or older as of the date of the Raffle are eligible to participate in the Raffle. The Foundation has the right to request photo identification from any person desiring to enter the Raffle. Employees and their immediate family members (spouses, parents, siblings or children) of Dynamo Soccer, LLC, Dynamo Stadium, LLC, Dash Soccer, LLC, Dynamo Soccer SP, LLC, Major League Soccer("MLS") and its member teams, Soccer United Marketing, or any of their respective parents, subsidiaries, affiliates, directors, partners, officers, governors, employees, or agents, or anyone who works directly with the Raffle or any related party (collectively, the "Released Parties") are not eligible to enter the Raffle.

**How to Enter:** Raffle tickets (the "Tickets") will be available for purchase in-person only at PNC Stadium in Houston, Texas (the "Stadium"), during each Houston Dynamo FC home game (each, a "Game") from the time the doors open to the public until approximately the 70<sup>th</sup> minute of the Game (the "Raffle Period").

Entrants may enter the Raffle by purchasing Tickets from designated Foundation representatives stationed throughout the Stadium during the Raffle Period at the following prices: 2 Tickets for \$10.00, 20 Tickets for \$20.00, 100 Tickets for \$50.00 or 300 Tickets for \$100.00. No other discounts or complimentary Tickets will be provided. Each Ticket is a receipt for Entrant's purchase and represents an entry for the Raffle for that Game and is not eligible for any past or future Drawings. There is no limit to the number of Tickets an Entrant may purchase. All Ticket purchases are final; no refunds or replacements will be issued.

**Tickets are Not Tax Deductible:** The IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of the Ticket does not qualify as a deductible charitable contribution.

**Drawing:** One winning Ticket number (the "Winning Ticket") will be electronically selected in a random drawing from among all eligible Tickets sold (the "Drawing"). The Drawing will be held during the 80<sup>th</sup> minute of the applicable Game and will be conducted by the Foundation, whose decision will be final and binding.

The Winning Ticket will be announced over the Stadium public-address system and posted on the big screen during the 80<sup>th</sup> minute of the Game and posted online at [www.houstondynamofc.com/charities/50-50](http://www.houstondynamofc.com/charities/50-50) following the Game.

Potential winners must (i) present the original printed Winning Ticket in person within ten (10) minutes of the conclusion of the Game at the Guest Services booth located adjacent to Section 117 on the main concourse of the Stadium, or (ii) email a picture of the winning ticket to [charities@houstondynamo.com](mailto:charities@houstondynamo.com), within seven (7) business days of the Game (the "Claims Period"). Should the seventh day fall on a Saturday, Sunday or locally recognized holiday, then the Claims Period will be extended to the next business day. Photographs, copies, or other reproductions of the Winning Ticket will not be accepted. Upon presentation of the Winning Ticket (whether in person or via email), the Foundation shall coordinate with potential winners for them to come to PNC Stadium in order to complete paperwork necessary to receive the Prize. Any transportation required for the Prize claimant (the "Claimant") to make delivery of the Winning Ticket shall be the Claimant's sole responsibility and will not be furnished by the Foundation. The Claimant must provide the Foundation with all information required to claim the Prize (Winning Ticket, proof of identification, Social Security Number etc.). The Claimant will receive an Eligibility and Release Form, Form W-2G and certain other required documents, to be determined in the sole discretion of the Foundation (collectively referred to as the "Claim Documents"), which must be executed and returned to the Foundation. In the event a Claimant: (a) does not notify the Foundation of a claimed Winning Ticket within seven (7) business days of the applicable Drawing; (b) is ruled ineligible for any reason; (c) refuses the Prize; or (d) does not return executed Claim Documents within the timeframe specified herein, the Prize will be forfeited and retained by the Foundation. The Foundation has no obligation to contact potential winners. Upon proper presentation and verification of the claimed Winning Ticket, verification of eligibility and compliance with these Official Rules, and execution of the Claim Documents, all as determined in the sole discretion of the Foundation, the Claimant shall be declared the winner of the applicable Drawing (the "Winner"). The Prize will be sent to the Winner via check within sixty (60) days of the Winner delivering the Winning Ticket and executed Claim Documents in accordance with the procedures listed herein. For security and safety reasons, no cash payments will be made to the Winner.

**Prize:** There will be a maximum of one (1) Winning Ticket selected during each Drawing. The Winner of each Drawing will, subject to these Official Rules, be awarded fifty percent (50%) of the net Raffle sales of that applicable Game, less any and all applicable taxes or fees (the "Prize"). The remaining proceeds shall be retained by the Foundation.

**Taxes:** Each Winner shall be responsible for any and all travel, costs, federal, state and local income or excise taxes, fees, assessments and like charges associated with the Prize. At the time of this printing, federal law requires that a tax withholding on certain Prize values be collected by the Foundation from the Prize prior to award and distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed.

**Odds:** The odds of winning the Prize will depend on the total number of Tickets purchased for each Drawing.

**Transfer of Ticket:** Entrant may opt to give away his/her Tickets to another eligible person, but in doing so Entrant waives any claim he/she might otherwise have to the Prize. Entrants may not re-sell their Tickets to other parties, and may not give Tickets away to another for the purpose of allowing those

other parties to re-sell such Tickets. All Tickets that have been re-sold in violation of these Official Rules are void. All individuals who re-sell, purchase, or receive Tickets in violation of these Official Rules will be ineligible to participate in the Raffle or to win a Prize. Transferred Prizes are bound by all the terms and conditions of these Official Rules. A Winner may transfer his/her Ticket to a third party provided that the following conditions are met: (a) the transferee would have otherwise been eligible to enter the Raffle; (b) the transferee shall be responsible for all taxes and costs associated with the Raffle and the Prize; and (c) the transferee shall be bound by all terms and conditions of these Official Rules that are applicable to the Winner, including without limitation the requirement to provide the Claim Documents.

**Disclaimer:** The Foundation, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, any Drawing, or who is otherwise in violation of the Official Rules. The Foundation further reserves the right to cancel, terminate or modify the Raffle for any reason, including, but not limited to any Raffle that is not capable of completion as planned, infection by tampering, unauthorized intervention or technical failure of any sort, fraud, or act of God.

The Released Parties are not responsible for: (a) Tickets that are stolen, misdirected, lost, damaged, improperly issued, printed incorrectly, counterfeited, illegible, given away, altered or subject to other deficiencies that may limit an Entrant's ability to participate in or win any Raffle; (b) Tickets or payments that are delayed, misdirected, undelivered, not fully captured, or garbled in an ISP, website, computer, telephone, cable or satellite modem or connection, handheld mobile device or any other computer equipment or connection, whether or not caused by Entrant, tampering, hacking, or by viruses, worms or malfunctions affecting network, server ISP or any equipment or programming used in or associated with the Raffle; (c) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature that relate to the Raffle, including without limitation errors in Raffle related materials or in the administration of the Raffle, such as errors in processing Tickets, determining Winners, or announcing or delivery of Prizes; or any portion of the Raffle that is compromised. Released Parties make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any and all implied warranties. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Limitations on Liability:** By entering, each Entrant agrees to (a) be bound by these Official Rules and (b) **INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS** THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, DAMAGES, CLAIMS AND CAUSES OF ACTION (HOWEVER NAMED OR DESCRIBED) WITH RESPECT TO OR ARISING OUT OF (A) ENTRANT'S PARTICIPATION IN THE RAFFLE, (B) ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES, (C) THE RECEIPT AND/OR USE OF THE PRIZE, (D) ANY STATE, COUNTY, OR FEDERAL TAXES, FEES AND WITHHOLDINGS, AND (E) BREACH OF ELIGIBILITY REQUIREMENTS OR THE OFFICIAL RULES.

**Publicity Release:** Each Entrant grants to the Released Parties, with no obligation to compensate such Entrant or any other person in any way, the right at any time to publish, reproduce, modify, display, distribute, license or otherwise use, commercially or otherwise (including in connection with any publicity, marketing or promotion), in any media now existing or later developed, Entrant's name and any photographs, videotapes, motion pictures, recordings, or other record of Entrant (each, a "Likeness"). Entrant's Likeness may be modified, copied and/or distributed by means of various media, including, but not limited to, the Stadium scoreboard, news bulletins, mail outs, television, media broadcasts, billboards, signs, brochures, placement on the internet or other electronic delivery, or

publication. Entrant waives any right to inspect or improve the finished product, or any material in which the Released Parties will eventually use Entrant's Likeness. Further, Entrant's involvement in the Raffle may be captured on media and used by third parties, and the Released Parties shall have no control over (and shall have no obligation to control) the use of Entrant's Likeness by any such third parties.

**GOVERNING LAW; ARBITRATION:** The Raffle and these Official Rules shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. **EACH ENTRANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS.** Any dispute ("Dispute") arising out of or related to these Official Rules, the relationship of Entrant and the Released Parties, and/or Entrant's participation in the Raffle will be settled by binding arbitration conducted in Houston, Texas, in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The arbitrator shall be a resident of Houston, Texas, and shall be selected in accordance with the Rules. The arbitrator shall not have the authority, power or right to alter, change, amend, modify, waive, add to or delete from the provisions of these Official Rules. The prevailing party in such arbitration shall be entitled to recover such party's costs and attorneys' fees related to the arbitration from the non-prevailing party, and the costs and expenses of the arbitrator shall be paid for by the non-prevailing party in the arbitration.

**Winners List:** For a list of Winning Tickets and Prize amounts for each Drawing, mail a self-addressed, stamped envelope to Houston Dynamo, PNC Stadium, 2200 Texas Ave, Houston, Texas 77003, Attn: Dynamo Charities -50/50 Raffle Winners. Requests must be received by December 31, 2023. Winning Ticket numbers will also be posted at [www.houstondynamofc.com/charities/50-50](http://www.houstondynamofc.com/charities/50-50).