

**FUBOTV TRIVIA
CONTEST OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT
INCREASE YOUR CHANCES OF WINNING.**

ELIGIBILITY: fuboTV Trivia presented by fuboTV (“Contest”) is open to legal residents who live within a seventy-five (75) mile radius from PNC (the “Territory”) who are of legal age of majority in the jurisdiction in which they reside (and at least 18 years old) at the time of entry. Employees, officers, and directors (including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Dynamo Soccer, LLC (the “Club”), fuboTV (together with the Club, the “Sponsor”), Major League Soccer, L.L.C. (“MLS”), and Soccer United Marketing, LLC (“SUM” and collectively with Sponsor and MLS, the “MLS Entities”) and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Contest are not eligible to participate or win a prize. The Contest is subject to all applicable federal, state and local laws, rules and regulations. Void outside Territory and where prohibited or restricted by law, rule or regulation.

HOW TO ENTER: The Contest begins at the start of halftime and ends at the conclusion of halftime of each regular season Houston Dynamo FC home game during the 2022 season (“Entry Period”). During the Entry Period, there is one (1) way to enter. Individuals may enter the Contest by joining via the Orange Rewards App. No other method(s) of entry will be accepted. **Limit one (1) entry per person, per game, as applicable. Multiple entries received from any person in excess of the stated limitation will be void.** The Clock of the Sponsor will be the official time keeper for this Contest. All information and files submitted in **format specified** will become property of Sponsor and used as provided in the MLS Terms of Use and Privacy Policy, each of which can be found by visiting <http://www.mlssoccer.com/terms-service> and <http://www.mlssoccer.com/privacy-policy> (both of which are incorporated herein by reference).

1. Contest Description: The following terms and conditions apply to the *fuboTV Trivia Presented by fuboTV* (the “Contest”):

- Individuals participating in the Contest will be awarded points in accordance with the fuboTV Trivia game rules with those receiving the most points being awarded the prizes set forth below (each, a “Prize” and collectively, the “Prizes”)
- Upon game entry, an eligible entrant is allocated a designated number of points, available to ‘risk’ in answering questions. Each answer choice has an associated multiplier, with higher multipliers tied to higher rewards. Entrant with the most points at the end of the game wins.
- The entrant(s) who submits the entry with the highest score based on this criteria, will be the winner(s) of the Contest (each a “Winner” and collectively, the “Winners”), subject to verification of eligibility and compliance with the terms of these Official Rules. In the event of a tie, a tie-breaking timestamp will determine the Winner from among the tied entries using the criteria outlined herein: fastest time stamp with highest score. Sponsor reserves the right to not award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and

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qualified entries. The decisions of Sponsor are final and binding on all matters relating to this Contest.

REPRESENTATIONS AND WARRANTIES: By entering the Contest, each entrant agrees that his or her submission is an original work of authorship and he or she owns all right, title and interest in the entry as of the date of submission. If the entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining and has obtained, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor and the MLS Entities in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. If any identifiable person appearing in the entry is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to require proof of these permissions in a form acceptable to Sponsor from any entrant at any time.

Sponsor reserves the right to disqualify any entry it deems to be inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion, including but not limited to any entry that: (i) defames or invades the publicity rights or privacy of any person, living or deceased, or otherwise infringes upon any person's personal or property rights or any other third party rights; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; (iii) is sexually explicit, lewd, or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; (iv) is obscene or offensive; endorses any form of hate or hate group; (v) appears to duplicate any other submitted entries; (vi) contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vii) contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission; (viii) excepting those of Sponsors, contains or references any names, products or services of any company or entity, or promotes any brand, product or service of any company or entity; (ix) contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; (x) contains look-alikes of celebrities or other public or private figures, living or dead; (xi) communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate or otherwise contains content which Sponsors in their sole discretion decide is inappropriate or objectionable; and/or; (xii) violates any law, rule or regulation.

PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS: By entering the Contest, entrants agree to assign all right, title, and interest, including copyright rights, in the entry to Sponsor and grant permission for Sponsor, the MLS Entities and their respective designees to publish or publicize all or part of their entry, including but not limited to entrant's name, likeness and **Photo**, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without further compensation, except where prohibited by law.

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PRIZES: A total of two (2) prizes are available to be awarded at each Houston Dynamo home game, including regular season and playoff games (each, a “Prize”). First place Winner will receive one (1) free six-month complimentary subscription to fuboTV (the “1st Prize”). Approximate Retail Value (“ARV”) of Prize: \$420; the second place Winner will receive one (1) autographed jersey OR soccer ball (the “2nd Place Prize”, ARV \$150). Total ARV of all Prizes: \$570). Each Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided, and other expenses incurred by accepting the Prize are the sole responsibility of each Winner. All Prize details are at Sponsor’s sole discretion. Winner’s guest(s) must be of legal age of majority in their jurisdictions of residence, unless accompanied by his/her parent or legal guardian or unless the child or legal ward of winner.

The Prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor’s sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion. MLS game, event, and exhibition dates and times are determined in the sole discretion of MLS and/or the applicable MLS club, as applicable, and may be subject to change. Exact seat locations will be determined by Sponsor. The terms and conditions of the tickets awarded as prizes will govern in the event a game, event or exhibition, as defined by MLS, is not played due to weather, an Act of God, an act of terrorism, civil disturbance, work stoppage or any other reason. Winner and his/her guest(s) agree to comply with all applicable stadium regulations in connection with the Prize. Sponsor and the applicable MLS Entities reserve the right to remove or deny entry to Winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at any game, event or exhibition. Released Parties (as defined below) will not be responsible for weather, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other event that may cause the cancellation or postponement of any MLS game, event or exhibition.

NOTIFICATION: Each potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each Winner will be notified by e-mail, mail and/or telephone (in the sole discretion of Sponsor and/or the applicable MLS Entity, as applicable) by the Sponsor. In the event that any Winner does not respond to any such notification within three (3) days of the date of issuance, a disqualification will result, the Prize will be forfeited and, at Sponsor’s sole discretion and time permitting, an alternate Winner may be chosen from among all remaining eligible entries. If he/she answers the skill-testing question incorrectly, as determined by Sponsor in its sole discretion, he/she will be disqualified, the Prize will be forfeited and, at Sponsor’s discretion and time permitting, an alternate Winner may be chosen from among all remaining eligible entries. Each Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to Sponsor and will be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within five (5) days of date of issuance. A disqualification will result, the Prize will be forfeited and, at Sponsor’s sole discretion and time permitting, an alternate Winner may be randomly selected from among all remaining eligible entries if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or Winner’s noncompliance with these Official Rules will also result in disqualification and forfeiture of the Prize and, at Sponsor’s sole discretion and time permitting, may cause an alternate Winner to be selected from among all remaining eligible entries.

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WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Contest and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims or cause of action against the Sponsor, the MLS Entities, fuboTV, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Contest, and all of their respective officers, directors, employees, agents and representatives (collectively, “Released Parties”) arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) interrupted or unavailable network, server, Internet Service Provider (“ISP”), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize or in any Contest-related materials, (b) incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; (c) late, lost, stolen, incomplete, illegible, misdirected, damaged, garbled, delayed, or undelivered mail, inaccurate, postage-due or garbled entries, via e-mail or mail; (d) injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website; (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize (f) cancellation or postponement of any MLS game, event or exhibition. Each Winner, by acceptance of Prize, grants to Sponsor, the MLS Entities and each of their respective designees the right to publicize such Winner's name, address (city and state of residence), photograph, voice and/or other likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

GENERAL CONDITIONS: Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. The Contest is a skill contest designed to increase consumer awareness of and interest in Houston Dynamo FC and MLS. This Contest may not be used for any form of gambling. In the event that the Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest, or to disqualify Participants residing in the affected geographic areas. In such event, Released Parties shall have no liability to any Participants who are disqualified due to such an action. Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by the Sponsor, the MLS Entities and/or their respective agents. Sponsor and the MLS Entities shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize, and (ii) disclaim any implied warranty. All disputes will be resolved under applicable U.S. laws in the County of New York, state of New York without giving effect to choice of law or conflicted law principles (whether of the state of New York, or any other jurisdiction), which would cause the application of the laws of any

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jurisdiction other than the state of New York. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

The Sponsor and the MLS Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Contest for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest. In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize from among all non-suspect, eligible entries received up to the time of such cancellation.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND MLS WILL DISQUALIFY ANY SUCH ENTRANT AND SPONSOR AND THE MLS ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

All online entries must include a valid e-mail address for the entrant. If only one entry per person is permitted, in case of multiple entries received from any person or e-mail address or household, only the first entry received from such person, e-mail address or household will be considered. In the event of a dispute as to the identity or eligibility of a Winner based on an e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable ISP or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

WINNERS' LIST: For a list of Winners (available after November 1, 2022), mail a self-addressed stamped envelope to: **Dynamo Trivia presented by fuboTV, Winners' List, Houston Dynamo, 1001 Avenida de las Americas, Suite 200, Houston, Texas, 77002.** Winners' list requests must be received by January 15, 2023.

SPONSOR: The Sponsor of this Contest is Dynamo Soccer, LLC.