

## NASHVILLE SOCCER CLUB

### BLUE AND GOLD SWEEPSTAKES OFFICIAL RULES

**PURCHASE IS NOT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ELIGIBILITY: BLUE AND GOLD SWEEPSTAKES** (the “Sweepstakes”) is open to legal residents who live within a seventy-five (75) mile radius from **NASHVILLE, TENNESSEE** (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 **NASHVILLE TEAM HOLDINGS LLC** (“Club” or “Sponsor”), Taco Bell IP Holder, LLC and its affiliates (“Partner”), and Major League Soccer, L.L.C. (“MLS”), and Soccer United Marketing, LLC (“SUM” and collectively with MLS, Club, and Partner, 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 Sweepstakes are not eligible to participate or win a prize. The Sweepstakes 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 Sweepstakes begins at **9:00 AM on June 11, 2021** and ends at **11:59:59 on September 3, 2021** (“Entry Period”). During the Entry Period, there are two ways to enter. No other method of entry will be accepted. **Limit one (1) entry per person, per family, per e-mail address, and per household, as applicable, regardless of method of entry.** All information submitted will be subject to 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. Online Method:** Visit <https://www.nashvillesc.com/TBSweeps> and click on the banners, buttons and/or links to access the online entry form for the Sweepstakes and register by filling out the required fields in their entirety. By submitting your completed online entry form and all other requested information as directed, you will receive one (1) entry in the Sweepstakes. Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible.

- 1. Name**
- 2. E-mail address**
- 3. Date of Birth**
- 4. Telephone Number**
- 5. ZIP code**

Incomplete entries are void. Online entrants to the Sweepstakes will be given the option to receive commercial e-mails from MLS Entities; however, eligibility to participate in the Sweepstakes is

not dependent upon entrant's consent to receive such e-mails and consenting to do so will not increase your chances of winning.

**2. In-person Method Using QR code.** Alternatively, participants may enter by scanning a Club-provided QR code on the purchased Taco Bell drink cup which entrants can get at participating Taco Bell locations during the Entry Period. The specific locations can be found at the following link, as such may be updated from time to time: <https://www.nashvillefc.com/tacobell>. After scanning the QR code, the QR code will link to a premade digital entry form, which will include your complete name, address, city, state and zip code, telephone number (including area code), and e-mail address. Each completed form will receive one (1) entry into the sweepstakes.

All entries become the property of the Club and will not be returned. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted, or not received by the Sponsor.

By entering this Sweepstakes, you affirm that you have read, understand and agree to these Official Rules. Entrants understand that they are entering at their sole risk. Sponsor is not responsible for any claims arising from an entry specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective social media site's terms and conditions.

In the event of a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The MLS Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. The MLS Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Incomplete entries will be disqualified. Proof of sending email is not considered proof of delivery to or receipt by Sponsor of such entry.

To the extent applicable, entries, including posts or comments, must be responsive to the "call to action" message and must not be obscene or offensive; must not depict alcohol, illegal drugs, tobacco, firearms/weapons, or any activities that may appear unsafe or dangerous or illegal; and must not be sexually explicit or suggestive, all as determined by Sponsor in its sole discretion. Sponsor may, in its sole discretion, alter or remove any comment. Entries, including any posts or comments, must be suitable for presentation in a public forum, at the sole discretion of Sponsor. Any questions, comments or complaints regarding this Sweepstakes should be directed to Sponsor. Entries that are incomplete or generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules will be void. Multiple entrants are not permitted to share the same phone number, name, and/or email addresses.

**RANDOM DRAWING:** The potential winner(s) of the Sweepstakes (each a “Winner” and collectively, the “Winners”) will be selected by random drawing on or about the following date (subject to change in Sponsor’s sole discretion): September 4, 2021.

**The Winners will be selected** from among all eligible entries received by the Club. There will be two (2) Grand Prize Winners, four (4) 1<sup>st</sup> Place Winners, and four (4) 2<sup>nd</sup> Place Winners. The first two (2) Entries randomly selected by Sponsor will each receive one (1) Grand Prize Package; the next four (4) Entries randomly selected by Sponsor will each receive one (1) 1<sup>st</sup> Place Prize Package; and the next four (4) entries randomly selected by Sponsor will each receive one (1) 2<sup>nd</sup> Place Prize Package. The prize packages are set forth below. The decisions of Club are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Entry Period.

**PRIZES: Total of two (2) Grand Prize packages are available to be awarded (“Prize”).** The Grand Prize Winner(s) of the September 4, 2021 drawing will receive (4) tickets to one regular season game in 2022 (specific match and ticket location to be determined by Sponsor in its sole discretion), (4) Club jerseys, (1) meet and greet with Nashville Soccer Club’s mascot (Tempo the Coyote), (4) taco hats, (4) Taco Bell water bottles, and (4) Taco Bell gift cards (\$25 value each). The approximate Retail Value (“ARV”) of each Grand Prize: **\$160 (4 Tickets), \$400 (4 Club Jerseys), \$50 (Meet and Greet), \$60 (4 taco hats), \$100 (4 Taco Bell water bottles), and \$100 (4 Taco Bell gift cards with \$25 value each). Total ARV of each Grand Prize is \$870. Total ARV of all Grand Prizes is \$1,740.**

**Total of four (4) 1<sup>st</sup> Place prize packages are available to be awarded (“Prize”).** 1<sup>st</sup> Place Winner(s) of the September 4, 2021 drawing will receive (2) tickets to one regular season game in 2022 (specific match and ticket location to be determined by Sponsor in its sole discretion), (2) Club hats, (2) Club scarves, (2) Taco Bell t-shirts, and (2) Taco Bell gift cards (\$25 value each). The approximate Retail Value (“ARV”) of each 1<sup>st</sup> Place Prize: **\$80 (2 Tickets), \$70 (2 Club Hats), \$70 (2 Club Scarves), \$50 (2 Taco Bell t-shirts), and \$50 (2 Taco Bell gift cards with \$25 value each). Total ARV of each 1<sup>st</sup> Place Prize is \$320. Total ARV of all 1<sup>st</sup> Place Prizes is \$1,280.**

**Total of four (4) 2<sup>nd</sup> Place prize packages are available to be awarded (“Prize”).** 2<sup>nd</sup> Place Winner(s) of the September 4, 2021 drawing will receive (1) Club scarf, (1) Taco Bell t-shirt, (1) Taco Bell baseball hat, and (1) Taco Bell gift card (\$25 value). The approximate Retail Value (“ARV”) of each 2<sup>nd</sup> Place Prize: **\$35 (Club Scarf), \$25 (Taco Bell t-shirt), \$20 (Taco Bell baseball hat), and \$25 (Taco Bell gift card). Total ARV of each 2<sup>nd</sup> Place Prize is \$105. Total ARV of all 2<sup>nd</sup> Place Prizes is \$420.**

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 are the sole responsibility of each Winner. All Prize details are at Club’s sole discretion.

The Prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Club's sole and absolute discretion. Club reserves the right to substitute the Prizes (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

**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, text and/or telephone (in the sole discretion of Club and/or the applicable MLS Entity, as applicable) by the Club. 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 Club's sole 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 Club 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 Club'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 Club's sole discretion and time permitting, may cause an alternate Winner to be selected from among all remaining eligible entries.

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Sweepstakes 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 MLS Entities, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, sponsors, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") arising out of participation in the Sweepstakes 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prizes or in any Sweepstakes-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 Sweepstakes; (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 Sweepstakes 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 Sweepstakes or receipt of any prize (f) cancellation or postponement of any MLS game, event or exhibition; and/or (g) any travel or activity related to

the receipt or use of any Prize. Each Winner, by acceptance of Prize, grants to the MLS Entities and the Released Parties 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:** Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, through e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Club's representatives or who are in violation of these Official Rules, as solely determined by Club, will be disqualified and all associated entries will be void.

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 jurisdiction other than the state of New York. Club's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision. Each entrant acknowledges that the MLS and its related entities are not involved in or in any way responsible for the design, marketing or execution of these Sweepstakes. Each entrant further recognizes that neither the MLS nor any MLS entity is sponsoring, administering or providing any Prizes arising out of or related to the Sweepstakes.

The Sweepstakes is designed to increase consumer awareness of and interest in MLS and Taco Bell. This Sweepstakes may not be used for any form of gambling. In the event that the Sweepstakes is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Sweepstakes, 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.

The MLS Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Sweepstakes for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of cancellation, Club may elect to identify the Winners and award the Prizes by way of random drawing 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 SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CLUB AND MLS WILL DISQUALIFY ANY**

**SUCH ENTRANT AND CLUB 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. 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. Club reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

**WINNERS' LIST:** For a list of Winners mail a self-addressed stamped envelope to: **Nashville Soccer Club Blue and Gold Sweepstakes Winners' list, 500 Interstate Blvd S., Nashville Tennessee 37210.** Winners' list requests must be received by **January 31, 2022.**

**SPONSOR:** The Sponsor of this Sweepstakes is Nashville Team Holdings LLC, 500 Interstate Blvd S., Nashville, Tennessee 37210.

{Taco Bell IP Holder, LLC and its affiliates are not sponsors of this Sweepstakes and disclaims any and all liability for any claim arising in connection with participation in or the award of any prize in same.}