

**Real Salt Lake FanX Costume Contest**  
**CONTEST OFFICIAL RULES**

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

**ELIGIBILITY:** Real Salt Lake FanX Costume Contest (“Contest”) is open to legal United States residents who live within a seventy-five (75) mile radius from **Sandy, Utah** (the “Territory”) who are at least eighteen (18) years of age or of legal age of majority in the jurisdiction in which they reside 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 **Real Salt Lake** (the “Club”) and Fan X ( Club and FanX collectively the “Sponsor”), Major League Soccer, L.L.C. (“MLS”), and Soccer United Marketing, LLC (“SUM” and collectively with Club, 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 **12:00AM MST on Thursday October 21st 2021** and ends at **1:30PM MST on Saturday October 30th 2021** (“Entry Period”). During the Entry Period, there are **Two** ways to enter. No other method(s) of entry will be accepted. **Limit one (1) entry per person, per family, per e-mail address, social media handle or Facebook login, per household, as applicable, regardless of method of entry. Multiple entries received from any person or family or e-mail address or household 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 the 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. Online Method:** During the Entry Period, go to **Rsl.com, FanXSaltLake.com, or <https://forms.gle/2EjKSFevMSCCw1FB8>** and click on the banners, buttons and/or links to access the online entry form for the Contest and register by filling out the required fields on the Contest entry page which will include:

- 1) Name**
- 2) E-mail address**
- 3) Date of Birth**
- 4) Telephone Number**
- 5) ZIP code**
- 6) Upload your Photo**

By submitting your completed online entry form and uploading your **Photo** and all other requested information as directed, you will receive one (1) entry in the Contest. Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete entries are void. Online entrants to the Contest will be given the option to receive commercial e-mails from MLS Entities; however, eligibility to participate in the Contest is not dependent upon entrant's consent to receive such e-mails and consenting to do so will not increase your chances of winning.

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.

Each entry must meet the following “**Entry Requirements**” (any Entry that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified):

- Entrant must be the rightful owner of the Entry included with the entry or must have the rights, title and interest necessary to utilize the Entry for the Contest in compliance with these Official Rules;
- Entrant must be the rightful owner of the e-mail address associated with the entry and Entry;
- Entry must NOT contain any material that infringes or violates any right of a third party including copyright, patent, trademark, trade secret or other proprietary rights, other than those relating to the MLS Entities. For example, Entry should NOT contain reference to sports team logos, celebrities, names or logos of businesses, music or lyrics, or clips from television shows or movies, other than those related to the MLS Entities;
- Entry must NOT include third parties/people, who have not expressly authorized in writing the entrant to feature their name, image, likeness or voice in the Entry or otherwise use such name, image, likeness or voice in accordance with these Official Rules (if applicable, any selected winner may be required to verify such authorization in the form of a release);
- Entry must NOT contain subject matter which is, or could be considered, in the sole discretion of the Contest Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable;
- Entry must NOT contain any content that promotes any particular political agenda or message;
- Entry must NOT contain any personal identification, such as personal names or e-mail addresses;
- Entry must NOT communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Entry must NOT violate any law, rules, or regulation;
- Entry must NOT contain or reference any names, products or services of any company or entity, or promotes any brand, product or service of any company or entity, excepting those of Sponsor;

- Entry must NOT contain 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;
- Entry must NOT contain look-alikes of celebrities or other public or private figures, living or dead;
- Entry must NOT communicate messages or images inconsistent with the positive images and/or good will to which we wish to associate or otherwise contains content which Sponsor in its sole discretion decide is inappropriate or objectionable;
- Entry must NOT contain any content that is protected by copyright (without the express prior written consent of the owner of such right), including any music that is not entirely original to and owned by the entrant or include any recognizable locations or include names and/or descriptions of any copyrighted media production, including, without limitation, films, books, television programming, etc., or identifying descriptions of any media property; and
- Entry must NOT contain any derogatory references to any of the MLS Entities.

Note: Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Contest if Sponsor views the Entry as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the Entry to be lacking in taste, quality, or to be otherwise objectionable. Sponsor reserves the right to waive the Entry Requirements in its reasonable discretion.

Entrants understand that they are posting their Entry at their sole risk. Sponsor is not responsible for any claims arising from the Entries, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective social media platform's terms and conditions.

#### **JUDGING:**

A panel of **Real Salt Lake & FanX** judges will judge all eligible entries received via Online Submission. Eligible entries will be judged on the following basis: **Creativity 50% & Originality 50%**. On or about **Thursday October 28<sup>th</sup> 2021**, the (40) entrants who submitted the entry with the highest scores based on the criteria stated above, as determined by the judges in their sole discretion, will be determined to be finalist of the Contest and will be invited to participate in the In Person Finals at Rio Tinto Stadium Pre-Game Plaza Activation (open to the public) on October 30<sup>th</sup> from approximately 11:30AM MST to 1:30PM MST. All finalists are subject to verification of eligibility and compliance with the terms of these Official Rules.

On Saturday October 30<sup>th</sup> 2021 from approximately 11:30AM MST to 12:30PM MST the Real Salt Lake Mascot "Leo The Lion" will select an additional (10) On Site contestants at random to participate in the final in person rounds of the contest from all in person attendees at the Pre-Game Plaza Activation at Rio Tinto Stadium. These (10) Contestants will be invited to participate in the final contest rounds at Rio Tinto Stadium Pre-Game Plaza Activation on October 30<sup>th</sup> from approximately 12:00PM MST to 2:00PM MST. All finalists are subject to verification of eligibility and compliance with the terms of these Official Rules.

The Final Rounds of the contest will be executed as follows:

Semi Final Round:

On Saturday October 30<sup>th</sup> 2021 all pre-determined finalist will be required to check in at the Fax X Stage / Check In Booth located on U Of U Health Plaza at Rio Tinto Station from 11:30AM – 12:15PM MST. Upon check-in all participants will receive a “Contest Number Sign” that will be used as their identifier for judging.

At approximately 12:30PM – 1:30PM contestants will be called up in the order of the “Contest Number Sign” that they received. The contestant will then proceed to display their costume on the stage for the crowd and the judges for no more than :30 Seconds each. Upon the completion of all eligible participants stage time, a panel of **Real Salt Lake & FanX** judges will judge all eligible entries to determine (3) contestants to move into the Final Round. Eligible entries will be judged on the following basis: **Creativity 50% & Originality 50%.**

Final Round:

On Saturday October 30<sup>th</sup> at approximately 1:15PM the (3) Final Contestants will be invited back to the Rio Tinto Stadium Pre-Game Plaza Activation stage and will each receive another :30 seconds each to show display their costumes. The final (3) contestants will then be lined up on the stage where the crowd will cheer for their favorite contestant when instructed. The finalist who receives the loudest applause from the audience as determined by the **Real Salt Lake & FanX** judges will be determined to be the contest grand prize winner. The participants with the 2<sup>nd</sup> and 3<sup>rd</sup> loudest applause will receive 2<sup>nd</sup> and 3<sup>rd</sup> prize packages. 1<sup>st</sup> Place winner will receive (1) \$1,000 Visa Gift Card (\$1,000 Value), (1) Suite for Six People at the Oct 30<sup>th</sup> Match (\$600 Value), & (2) 2022 FanX VIP Passes (\$200 Value). 1<sup>st</sup> Place prize valued at \$1,800 and is provided by Real Salt Lake & FanX. (1) 2<sup>nd</sup> and (1) 3<sup>rd</sup> place will receive (2) 2022 FanX Tickets (\$200 Value) & (1) RSL Merch Package (\$100 Value) valued at \$300 each provided by Real Salt Lake & FanX.

In the event of a tie, an additional, tie-breaking judging will determine the Winner from among the tied entries using the judging criteria outlined herein. If a tie is determined, each contestant will choose a number between 1-10. The contestant who chooses the number closest will be determined the winner. In the event of a 2<sup>nd</sup> tie, this method will be continued until a winner is determined. Sponsor reserves the right to not award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and 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 agrees that he or she 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 or her state or territory of residence, the parent or legal guardian of such person 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 Sponsor, 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 Sponsor in its 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.

**PRIZE(S): A total of (3) prizes are available to be awarded** (each, a "Prize"). **The 1<sup>st</sup> Place** Winner will receive 1<sup>st</sup> Place winner will receive (1) \$1,000 Visa Gift Card (\$1,000 Value), (1) Suite for Six People at the Oct 30<sup>th</sup> Match (\$600 Value), & (2) 2022 FanX VIP Passes (\$200 Value). Approximate Retail Value ("ARV") of Prize: 1<sup>st</sup> Place prize valued at \$1,800 and is provided by Real Salt Lake & FanX. **The 2<sup>nd</sup> and 3<sup>rd</sup> Place** Winners will receive (2) 2022 FanX Tickets (\$200 Value) & (1) RSL Merch Package (\$100 Value) valued at \$300 each provided by Real Salt Lake & FanX. Total ARV of all Prizes: **\$2,400**. Winners are 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, 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 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.

**WINNER NOTIFICATION:** Each potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Winner will be notified in person at the conclusion of the On Stage rounds of the contest on Oct 30<sup>th</sup> 2021 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. 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 (collectively, "Prize Claim Documents"). 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.

**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, 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 that 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; (g) any travel or activity related to the receipt or use of any Prize. 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 **Real Salt Lake** 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 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 or social media account for the entrant. If only one entry per person is permitted, in case of multiple entries received from any person or e-mail address, social media account, or household, only the first entry received from such person, e-mail address, social media account, 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 or social media account, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address or social media account 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 or social media account for the domain associated with the submitted e-mail address or social media account. 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 **October 30<sup>th</sup> 2021**), mail a self-addressed stamped envelope to: **Real Salt Lake FanX Costume Contest Winners' List, CC Jake Jensen 9256 S. South State Street, Sandy, Utah 84070**. Winners' list requests must be received by **January 30<sup>th</sup> 2022**.

**SPONSOR:** The Sponsor of this Contest is **Real Salt Lake FanX Costume Contest Winners' List, CC Jake Jensen 9256 S. South State Street, Sandy, Utah 84070**.