

## ALLEGIANT AIR “FAN FLYAWAY” SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.**

**ELIGIBILITY:** The Allegiant Air “Fan Flyaway” Sweepstakes (the “Sweepstakes”) is open to legal residents who live within (a) a seventy-five (75) mile radius of West End Stadium in Cincinnati, Ohio and (b) the Designated Market Areas (as defined by Nielsen Media Research Company (or any other entity selected by MLS in its reasonable discretion whose market definitions are commonly used in the media industry)) of Lexington, Kentucky, Louisville, Kentucky and Indianapolis, Indiana (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 Fussball Club Cincinnati, LLC, d/b/a Football Club Cincinnati (“Club”), Allegiant Travel Company (“Allegiant Air”), Major League Soccer, L.L.C. (“MLS”), and Soccer United Marketing, LLC (“SUM” and collectively with Club 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 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:** A separate Sweepstakes will be run for each FC Cincinnati MLS regular season home match (see <https://www.fccincinnati.com/schedule> for complete schedule) (each a “Home Match”), and one Sweepstakes to win the Grand Prize (as defined below) will be conducted for the 2022 MLS Season. The first Sweepstakes begins at 9:00 a.m. Eastern Time on March 6, 2022 and ends at 11:00 p.m. Eastern Time on March 13, 2022. Each Sweepstakes thereafter begins at 9 a.m. Eastern Time on the day immediately following each Home Match and ends at 11:00 p.m. Eastern Time on the day of the next Home Match (each an “Entry Period”). During the Entry Period, there are two (2) ways to enter. No other method(s) of entry will be accepted. Limit one (1) entry per person, per family, per e-mail address or Facebook login, as applicable and per household, multiple entries received from any person or family or e-mail address or Facebook login or household in excess of the stated limitation will be void. All information and files submitted in the format specified will become property of the Club 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. Mail-in Method:** During each Entry Period, you may enter the Sweepstakes by hand-printing your complete name, address, city, state and zip code, day and evening telephone number (including area code), date of birth and e-mail address (optional) on a 3”x5” postcard and mailing it in an envelope with proper postage affixed to: FC Cincinnati, 14 E. Fourth St., Fourth Floor Cincinnati OH 45202, ATTN: Allegiant Air “Fan Flyaway” Sweepstakes Entry. Club may use e-mail addresses provided via the mail-in entry method (as applicable) for prize notification purposes only; however, eligibility to participate in the Sweepstakes is not dependent upon entrant’s

provision of this information. Mail-in entries must be received by Club no later than two (2) days prior to the end of the then-current Entry Period to be eligible. Mail-in entries become the property of the Club and will not be returned.

**2. Facebook:** During each Entry Period, you may enter the Sweepstakes by visiting [www.Facebook.com/fccincinnati](http://www.Facebook.com/fccincinnati) and liking or commenting on the Allegiant Fan Flyaway Facebook post. You will receive one (1) entry by liking or commenting on the Allegiant Fan Flyaway Facebook post. If you use your mobile phone to access Facebook, standard data fees may apply. See your wireless provider for pricing plan details.

To enter the Sweepstakes, you must have a Facebook account (“Facebook Account”). If you do not have a Facebook Account, you can create one for free by visiting [www.facebook.com](http://www.facebook.com). Your Facebook Account is subject to its terms of use, accessible at <https://www.facebook.com/terms.php> (“Terms of Use”) and by creating a Facebook Account and/or participating in the Sweepstakes, you agree to be bound by the foregoing Terms of Use.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to Club and not to Facebook.

**RANDOM DRAWING:** The potential winner(s) of the Sweepstakes (each a “Winner” and collectively, the “Winners”) will be selected by random drawing at or around 10 a.m. Eastern Time on the date that is one business day following the previous Home Match occurring after the end of the Entry Period (provided that the drawing for the first Sweepstakes will occur at 10 a.m. Eastern Time on March 14, 2022) from among all eligible entries received by the Club. Additionally, all entrants from each Entry Period will be entered into a random drawing to occur on October 1, 2022 to select the potential winner of the Grand Prize (as defined below) (the “Grand Prize Winner”). 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(s).

**PRIZES: A Total of One (1) Prize (as defined below) Is Available to Be Awarded for Each Home Match (17 Total for the 2022 MLS Season).** Each Winner will receive up to two \$250.00 travel vouchers from Allegiant Air to be used on travel to any location where Allegiant Air flies (each, a “Prize”). Approximate Retail Value (“ARV”) of the Prize depends on the destination, but could range up to: \$500.00 for each of the 17 Winners. 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, including but not limited to lodging accommodations, any other transportation costs, luggage fees, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of each Winner. All Prize details are at Club’s sole discretion, and may be subject to terms and conditions of Club and Allegiant Air. Winner’s guest 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.

**A Total of One (1) Grand Prize Is Available To Be Awarded For The 2022 Season.** The Grand Prize Winner will receive (i) a trip for two (2) to a Club road game in the 2023 MLS season of their choice, as described in more detail below and subject to availability and applicable rules and restrictions, including MLS Rules; and (ii) pregame field access to watch warmups with a Club

representative for the Club's final Home Match of the 2023 Season (the "Grand Prize"). The ARV of the Grand Prize depends on the destination, but has a maximum value of \$1,790.00. The Grand Prize 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 Grand Prize acceptance and use not specified herein as being provided, or in excess of the maximum amount specified above, are the sole responsibility of the Grand Prize Winner. All Grand Prize details are at Club's sole discretion and may be subject to terms and conditions of Club and Allegiant Air. The Grand Prize Winner's guest 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.

Total maximum ARV of all prizes: \$10,290.00. The Prize and the Grand Prize are 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 Prize or Grand Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion. Trips for each Prize winner includes only the two (2) \$250.00 flight vouchers on Allegiant Air to destination city, both airports where Allegiant Air flies, subject to Club's and/or Allegiant Air's terms and conditions. The Trip for the Grand Prize Winner includes all of the following: (a) two (2) \$250.00 flight vouchers on Allegiant Air to destination city, both airports where Allegiant Air flies, subject to Club's and/or Allegiant Air's terms and conditions; (b) standard double occupancy hotel accommodations for two (2) nights, up to an aggregate maximum of \$250.00 per night; (c) a \$500.00 gift card per person (two) to be used for ground transportation, food and beverages, and other expenses on the trip; (d) two (2) non-premium tickets to the Club away game in the 2023 MLS season, up to a maximum of \$75.00 per ticket; (e) two (2) non-premium tickets to the Club's final Home Match of the 2023 MLS season, ARV \$15.00 per ticket; and (f) pregame field access to watch warmups with a Club representative for the Club's final Home Match of the 2023 Season, ARV \$55.00 per pregame field pass. Total ARV for the Grand Prize = \$1,790.00. Certain terms and conditions apply to the gift card(s) at issuer's sole discretion. Actual value may vary based upon location of Grand Prize Winner's residence. If the Grand Prize Winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, at Club's sole discretion, and no compensation or substitution will be provided for difference in Prize value. In the event Grand Prize Winner elects to travel with no guest, no compensation or substitution will be provided for difference in Prize value. Seat locations will be determined by Club. Travel and accommodation restrictions and other restrictions may apply. Grand Prize Winner and his/her guest must travel together on same itinerary and are responsible for obtaining all required travel documents. Released Parties (as defined below) are not responsible for travel delays or cancellations. In the event the game selected for the Grand Prize is postponed, the trip will not be rescheduled, unless approved by the Club and Allegiant Air. In the event the game is postponed and not rescheduled, no compensation or substitution of the Grand Prize will be provided, and Club and Allegiant Air will have no further obligation to the Grand Prize Winner. MLS game, event, and exhibition dates and times are determined in the sole discretion of MLS and/or the applicable MLS team, as applicable, and may be subject to change. Exact seat locations will be determined by Club. The terms and conditions of the tickets awarded as Grand 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. Grand Prize Winner and his/her guest(s) agree to comply with all applicable stadium regulations in connection with the Prize, including COVID-19 protocols, including, but not limited to, vaccination requirements for entry, proof of negative COVID-19 test, mask requirements, etc. Club and the

applicable MLS Entities reserve the right to remove or deny entry to Grand Prize 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. The Grand Prize may be considered income, and any and all taxes associated with a Prize are the responsibility of the Grand Prize Winner. Any person winning over six hundred dollars (\$600.00) in prizes will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

The roundtrip tickets awarded for the Prizes and Grand Prize are in the form of two (2) two hundred and fifty dollars (\$250.00) vouchers and must be used towards airfare booked by Allegiant Air and may be applied to convenience fees, baggage fees and taxes. Vouchers only valid when redeemed online at [www.Allegiant.com](http://www.Allegiant.com) or through the Reservation Center, at 702-505-8888. Voucher is not redeemable for cash and is valid toward one transaction; no change or credit will be issued and not valid towards any onboard purchases. Allegiant Air reserves the right to cancel, alter routes/times or suspend air service without notice. Not all air service is year round, so some destinations may not be available at time of booking. Vouchers expire one (1) year from date of issuance. Lost or stolen vouchers will not be replaced, and expiration date cannot be extended.

**NOTIFICATION:** Each Winner and the Grand Prize Winner will be notified by e-mail, Facebook message, mail and/or telephone (in the sole discretion of Club and/or the applicable MLS Entity or Allegiant Air, as applicable) by the Club. In the event that any Winner or Grand Prize Winner does not respond to any such notification within three (3) days of the date of issuance, a disqualification will result, the Prize or Grand Prize (as applicable) 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 and the Grand Prize Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to the Club and/or Allegiant Air 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 or Grand Prize (as applicable) will be forfeited and, at Club's sole discretion and time permitting, an alternate Winner/Grand Prize 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/Grand Prize Winner's noncompliance with these Official Rules will also result in disqualification and forfeiture of the Prize/Grand Prize and, at Club's sole discretion and time permitting, may cause an alternate Winner/Grand Prize 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 against, and to indemnify and hold harmless, Allegiant Air, the Club, the MLS Entities, Facebook, 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 Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or

indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize or Grand Prize or any travel or activity related to the receipt or use of any Prize or Grand Prize. Each Winner/Grand Prize Winner, by acceptance of Prize/Grand Prize, grants to Club, Allegiant Air, the MLS Entities and each of their respective designees the right to publicize such Winner/Grand Prize 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.

**COVID-19 RELEASE:** You understand that Allegiant Air has instituted all applicable policy and procedure changes to its day to day operation as recommended and mandated by applicable federal and state authorities and the Centers for Disease Control and Prevention. This includes providing personal protective equipment and supplies to its team members, social distancing on its aircraft when it can be reasonably accommodated and an increase in the frequency of cleaning of its aircraft. By entering into this Sweepstakes and accepting the Prize, you and anyone else booked on your itinerary, voluntarily assume all risks of exposure to COVID-19 and are subject to the Waiver of Liability section set forth above.

**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. Released Parties are not responsible for lost, 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 that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prizes/Grand Prize or in any Sweepstakes-related materials or the cancellation or postponement of any MLS game, event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrant's 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.

The Sweepstakes is designed to increase consumer awareness of and interest in MLS. 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, Club 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.

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. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Club, Allegiant Air, the MLS Entities and/or their respective agents. Club, Allegiant Air 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 Sweepstakes, 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 Hamilton County, Ohio without giving effect to choice of law or conflicts of law principles (whether of the state of Ohio, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Ohio. Club's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

The Club, Allegiant Air and 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/Grand Prize Winner and award the Prizes/Grand Prize from among all non-suspect, eligible entries received up to the time of such cancellation.

By entering the Sweepstakes, you agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or the Prizes/Grand Prize awarded, shall be resolved individually without resort to any form of class action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (3) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out- of-pocket expenses.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY PRIZE, GRAND PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, ACCESS TO AND USE OF ANY INTERNET WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR OR TERRORISM, NATURAL DISASTERS OR WEATHER EVENTS.

**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, ALLEGIANT AIR 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.**

If only one entry per person is permitted, in case of multiple entries received from any person or e-mail address or Facebook login or household, only the first entry received from such person, e-mail address, Facebook login or household will be considered. In the event of a dispute as to the identity or eligibility of a Winner/Grand Prize 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 Internet service provider 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 and the Grand Prize Winner (available after November 9, 2022), mail a self-addressed stamped envelope to: **Allegiant Air "Fan Flyaway" Winners' List 14 E. Fourth St., Fourth Floor Cincinnati OH 45202.** Winners' list requests must be received by January 1, 2023.

**ALLEGIANT AIR:** The Sweepstakes is hosted by Club and presented by Allegiant Travel Company, 1201 North Town Center Drive, Las Vegas, Nevada 89144. Mail-in entries are not accepted at this address.