

D.C. United – Coast-to-Coast eMLS Friendly Giveaway presented by McDonald’s

OFFICIAL RULES

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

Participation in the D.C. United – Coast-to-Coast eMLS Friendly Giveaway presented by McDonald’s (the “Sweepstakes”) constitutes your (the “Entrant”) agreement to be bound by these Sweepstakes Official Rules (the “Official Rules”). Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

- A. Sweepstakes Period:** The Sweepstakes begins at **6:00 p.m. Eastern Standard Time (“EST”)** on **December 15, 2022** and ends at **8:00 p.m. EST** on **December 16, 2022** (“Entry Period”). The Clock of the Sponsor will be the official time keeper for this Sweepstakes.
- B. Eligibility:** The Sweepstakes is open to legal residents who live within a seventy-five (75) mile radius of the **District of Columbia** (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, subscribed to D.C. United’s official Twitch account (twitch.tv/dcunitedofficial), and participate in the live stream of the D.C. United – Coast-to-Coast eMLS Friendly presented by McDonald’s. Employees, officers, contractors, 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 **DC Soccer, LLC** (“Club” or “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 Sweepstakes are not eligible to participate or win a prize.
- C. How to Enter:** During the Entry Period, there are two (2) ways to enter. No other method of entry will be accepted. **Limit to one (1) total entry per person.** All entries must include a valid e-mail address for the Entrant. In case of multiple entries received from any person or e-mail address, only the first entry received from such person or e-mail address will be considered. In the event of a dispute as to the identity or eligibility of a Winner (as defined below) based on entry, the winning entry will be declared made by the “Authorized Account Holder” of the e-mail address submitted at the time of entry provided they are 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.
- 1) Online Method:** During the Entry Period, go to <https://www.dcunited.com/promotions/emls-friendly-giveaway> for the Sweepstakes. By submitting your completed online entry form 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. Incomplete entries are void. Online Entrants to the Sweepstakes will be given the option to receive commercial e-mails from Sponsor or MLS Entities; however, opting out of such communications shall in no way restrict an Online Entrant’s eligibility to participate in the Sweepstakes or reduce odds of winning.
 - 2) Mail-in Method:** During the Entry Period, participants will be able to submit their entry by sending their name, address, and phone number to D.C. United - Coast-to-Coast eMLS Friendly Giveaway presented by McDonald’s, 100 Potomac Ave SW Washington, DC 20024. By submitting your entry information to the provided address, you will receive one (1) entry in the Sweepstakes. Submission must be received during the Entry Period to be valid.

D. Random Drawing: On or about December 16, 2022 the prize winner (“Winner”) will be selected by random drawing from among all eligible entries compliant with the Official Rules that are received. The decisions of Sponsor 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. **Limit one (1) prize per person.**

E. Prize: There will be **five (5) Prize Winners**. The **Prize Winners**, upon confirmation of eligibility, will receive a prize package that includes: (i) one (1) D.C. United Authentic Jersey and (ii) one (1) item of McDonald’s merchandise (either a hat, t-shirt, or thermal wear). **Total Approximate Retail Value: \$150.00.**

The Prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor’s sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded. Language and customization of a Prize is subject to such additional terms and limitations as Sponsor might promulgate from time to time, in its sole 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. All federal, state and local taxes are the sole responsibility of winner. All terms related to travel are applicable only if travel is a part of the Prize. Winner is responsible for obtaining any necessary travel documents, and all travel arrangements must be made through Sponsor. If required, winner must be available to travel on dates specified by Sponsor or risk forfeiting prize. Certain travel restrictions may apply. Winner’s companion must be at time of prize fulfillment the age of majority in the jurisdiction in which they reside (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian, and must complete and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity prior to prize award. If travel companion is a minor in their state of residence, minor’s parent/legal guardian must complete and return all releases on behalf of minor. Winner and guest must travel together on the same itinerary. If Winner elects to travel or participate in the prize with fewer than 1 guest, no additional compensation will be awarded. If Winner elects to travel or participate in prize travel with more than 1 guest, such additional guest(s) shall be responsible for any and all costs associated with such travel. Winner hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. No refund or compensation will be made in the event of the delay, postponement, or cancellation of the Match except at the sole discretion of Sponsor. In the event Winner and/or guest engages in behavior during travel or the Match that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor’s services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the travel early, and send Winner and/or guests home with no further obligations or compensation whatsoever to Winner and/or guest (which may, in Sponsor’s sole discretion, result in such Winner’s disqualification from the Sweepstakes and forfeiture of any (and/or all) prize(s)). In the event Winner or guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner or guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner or guest as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE, THE MATCH, OR ANY OTHER ASPECT OF PRIZE WINNER’S OR GUEST’S ACCEPTANCE OR USE OF THE PRIZE.

F. Notification: By entering this Sweepstakes, each Entrant gives their express permission to be contacted by the Sponsor by telephone, e-mail, and/or postal mail for Sweepstakes purposes. Each potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each Winner will be notified at the provided e-mail, mail, and/or telephone (in the sole discretion of Sponsor and/or the applicable MLS Entity, as applicable) by the Sponsor (the “Prize”).

Notification”). In the event that any Winner does not respond to any such notification within three (3) days of the date of issuance, or declines the Prize for any reason, 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. Each Winner may be required to submit their 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.

G. Waiver of Liability: 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 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 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; and (f) any travel or activity related to the receipt or use of any Prize (or any portion thereof).

H. Information Sharing: Sponsor may be collecting personal data about Entrants in accordance with its privacy policy. Please review the relevant privacy policy at <http://www.mlssoccer.com/privacy-policy>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s privacy policy. Entrants who consent to sharing their provided information with the Sponsor will be eligible to receive information regarding the Sponsor through mail, electronic transmission, and other forms of telecommunication. Entrants to the Sweepstakes may be given the option to receive communications including, but not limited to: (a) commercial e-mails from MLS Entities; and/or (b) phone calls, mobile text messages, and electronic updates from MLS Entities; however, eligibility to participate in the Sweepstakes is not dependent upon Entrant’s consent to receive such e-mails and/or mobile text messages and consenting to do so will not increase your chances of winning. Standard messaging rates apply. Check with your mobile service provider for more information. To stop receiving such communications, please follow any unsubscribe or “stop” prompts in the electronic communication

received or send a letter to **Do Not Contact c/o Sweepstakes c/o D.C. United Marketing Department, 100 Potomac Ave SW, Washington, D.C. 20024.**

- I. Publicity Release:** 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 statements 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.
- J. Disqualification:** 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 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 Sweepstakes 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 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.
- K. Choice of Law:** Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved exclusively via arbitration. Such arbitration shall be heard by a single arbitrator and commenced before the American Arbitration Association in Washington D.C. To the fullest extent permitted by law, Entrant hereby waives any right to a class action. As part of any such arbitration, any and all 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 attorneys' fees. Under no circumstances will Entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Disputes will be resolved under applicable U.S. laws in the District of Columbia without giving effect to choice of law or conflicted law principles (whether of the District of Columbia, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.
- L. Waiver/Severability:** Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect. In the event that any of the Sweepstakes are challenged by any legal or regulatory authority (including but not limited to any federal or provincial or state governmental authority), Sponsor reserves the right to discontinue or modify any or all of the Sweepstakes, as applicable, or to disqualify any participants residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any participants who are disqualified due to such an action.
- M. Cancellation and/or Suspension:** The Sponsor 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, Sponsor 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.
- N. Privacy Policy:** All information submitted via Social Media by Entrants is subject to, and will be treated in a manner consistent with MLSsoccer.com's Terms of Service accessible at

<http://www.mlssoccer.com/terms-of-service>, and Privacy Policy accessible at <http://www.mlssoccer.com/privacy-policy> (both of which are incorporated herein by reference).

- O. I understand and am providing express consent to receive marketing communications from D.C. Soccer LLC, and DC Stadium LLC. I understand that I may receive a call that is automatically dialed or pre-recorded, even if my number is wireless and previously registered on a Do Not Call Registry. I understand that my consent is not a condition for sweepstakes entry, and that I can revoke my consent at any time.
- P. **Official Rules & Winners List:** For a copy of the Official Rules, visit <https://www.dcunited.com/promotions/emls-friendly-giveaway>. For a list of winners available after December 16, 2022, send a letter with a self-addressed stamped envelope to **D.C. United - Coast-to-Coast eMLS Friendly Giveaway presented by McDonald's c/o D.C. United Marketing Department, 100 Potomac Ave SW, Washington, D.C. 20024.**

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 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.

The Sweepstakes is subject to all applicable federal, state, and local laws, rules, and regulations.

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