

2023 LA GALAXY BIRTHDAY CLUB

Terms and Conditions

NO PURCHASE IS NECESSARY TO REGISTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2023 LA GALAXY BIRTHDAY CLUB: The 2023 LA Galaxy Birthday Club (“Club”) rewards eligible participants who register for the Club with a special birthday gift delivered via email as set forth herein.

- 1. Eligibility.** The Club is open only to legal residents of California, who are 18 years of age or older at time of registration and reside within a seventy-five (75) mile radius of Carson, CA. Void outside of California and where prohibited or restricted by law, rule or regulation. Employees of Anschutz L.A. Soccer, Inc. (a/k/a LA Galaxy), Anschutz Entertainment Group, Inc., Anschutz Southern California Sports Complex, LLC, Major League Soccer, L.L.C. (“MLS”), Soccer United Marketing, LLC (“SUM”) and each of their respective affiliates, owners, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse, and life partners) and members of the same household, whether or not related. Proof of residency and age may be required. All federal, state and local laws and regulations apply. **Club registration is good only for the 2023 LA Galaxy MLS Season.**
- 2. How to Enter:** Participants can register for the 2023 Club at www.lagalaxy.com/birthday beginning at 12:00 p.m. Pacific Standard Time (“PST”) on January 26, 2023 and ending at 12:00 p.m. Pacific Daylight Time (“PDT”) on September 30, 2023 (“Registration Period”). Eligible participants (each a “Member,” and collectively, the “Members”) must follow the instructions on the screen. Members must provide all required information in order to be eligible (name, email address, phone, date of birth, and zip code). **Limit one (1) registration, one (1) birthday gift, and one (1) code per Member.**

Registration must be made by 12:00 p.m. on the applicable birthday month registration deadline set forth below (each a “Registration Deadline” and collectively, the “Registration Deadlines”) in order for Member to be eligible to receive a birthday gift:

Birthday Month	Birthday Registration Deadline	Birthday Email to be Sent by LA Galaxy on or Around the Following Date
January 2023	2/28/2023	3/1/2023
February 2023	2/28/2023	3/1/2023
March 2023	2/28/2023	3/1/2023
April 2023	3/31/2023	4/1/2023
May 2023	4/30/2023	5/1/2023
June 2023	5/31/2023	6/1/2023
July 2023	6/30/2023	7/1/2023
August 2023	7/31/2023	8/1/2023
September 2023	8/31/2023	9/1/2022
October 2023	9/30/2023	10/1/2023
November 2023	9/30/2023	10/1/2023
December 2023	9/30/2023	10/1/2023

Birthday email will be sent by the LA Galaxy to the email address contained in the Member's registration on or around the 1st day of the Member's birthday month, except for Members with birthdays in the following MLS Off-Season months: (i) January and February, 2023 which emails will be sent by the LA Galaxy on or around March 1, 2023, or (ii) November and December 2023, which emails will be sent by the LA Galaxy on or around October 1, 2023. Registrations received from any person or e-mail address in excess of the stated limitation will be void. Any attempt by a person to register with multiple email accounts may result in disqualification at the discretion of the LA Galaxy upon verification. LA Galaxy, Anschutz Entertainment Group, Inc., Anschutz Southern California Sports Complex, LLC, MLS and SUM are not responsible for lost, late, incomplete, garbled, illegible, or misdirected registrations, or for any error, human, technical or otherwise, which may occur in the processing of registrations. Proof of sending will not be deemed to be proof of receipt. All registrations become the exclusive property of LA Galaxy and will not be acknowledged or returned.

3. **Birthday Gift:** Members who register for the Club, and meet all of the eligibility requirements as stated above, will receive a birthday gift ("Gift") by email as follows:

(a) For eligible Members with birthdays occurring during the 2023 MLS Season (March 2023 through October 2023): (i) a special birthday code will be sent to Member via email only, redeemable for two (2) complimentary Endline tickets at Dignity Health Sports Park located in Carson, CA, for use by Member and one (1) guest to attend one (1) 2023 LA Galaxy regular season home game ("Game") occurring in the month of the Member's birthday (Approximate Retail Value ("ARV") of two (2) Game tickets: \$50.00). **Ticket service fees will apply and will be the sole responsibility of Member at the time of redemption. Service fee not to exceed: \$10.00 per ticket. Galaxy reserves the right to provide tickets in a month other than as set forth above if tickets are not available as determined by Galaxy in its sole determination in the designated month.** Member may have the ability to upgrade ticket location at time of redemption subject to availability, as determined by LA Galaxy, and provided Member must pay for any difference in the retail price for such upgraded tickets at the time of such upgrade request, as well as any additional service fees per upgraded ticket (which may exceed \$10.00). Exact location of tickets shall be determined by LA Galaxy in its sole discretion; and (ii) a surprise percentage off code good only for the online purchase (at <https://www.lagalaxy.com>) of additional tickets to the Game. **The purchase of additional tickets to the Game must be made at the same time as Member redeems the birthday code for their complimentary tickets for the Game. Surprise percentage off code will be shown at time of redeeming your birthday code and the amount of the percentage off shall be determined by the LA Galaxy in its sole discretion.**

(b) For Members with birthdays occurring during the MLS Off-Season months of January 2023 or February, 2023, (i) a special birthday code will be sent to Member via email only, redeemable for two (2) complimentary tickets located in Endline seating at Dignity Health Sports Park for use by Member and one (1) guest to attend one (1) LA Galaxy regular season home Game occurring during the months of March or April, 2023 (ARV of two (2) Game tickets: \$50.00). **Ticket service fees will apply and will be the sole responsibility of Member at the time of redemption. Service fee not to exceed: \$10.00 per ticket. Galaxy reserves the right to provide tickets in a month other than as set forth above if tickets are not available as determined by Galaxy in its sole determination in the designated month(s).** Member may have the ability to upgrade ticket location at time of redemption subject to availability, as determined by LA Galaxy, and provided Member must pay for any difference in the retail price of such upgraded tickets at the time of the upgrade request, as well as any additional service fees per upgraded ticket (which may exceed

\$10.00). Exact location of tickets shall be determined by LA Galaxy in its sole discretion; and (ii) a surprise percentage off code good only for the online purchase (at <https://www.lagalaxy.com>) of additional tickets to the Game. **The purchase of additional tickets to the Game must be made at the same time as Member redeems the birthday code for their complimentary tickets for the Game. Surprise percentage off code will be shown at time of redeeming your birthday code and the amount of the percentage off shall be determined by the LA Galaxy in its sole discretion.**

(c) For Members with birthdays occurring during the MLS Off-Season months of November, 2023 or December, 2023, (i) a special birthday code will be sent to Member via email only, redeemable for two (2) complimentary tickets located in Endline seating at Dignity Health Sports Park for use by Member and one (1) guest to attend one (1) LA Galaxy regular season home Game occurring during the month of October, 2023 (ARV of two (2) Game tickets: \$50.00). **Ticket service fees will apply and will be the sole responsibility of Member at the time of redemption. Service fee not to exceed: \$10.00 per ticket. Galaxy reserves the right to provide tickets in a month other than as set forth above if tickets are not available as determined by Galaxy in its sole determination in the designated month.** Member may have the ability to upgrade ticket location at time of redemption subject to availability, as determined by LA Galaxy, and provided Member must pay for any difference in the retail price of such upgraded tickets at the time of the upgrade request, as well as any additional service fees per upgraded ticket (which may exceed \$10.00). Exact location of tickets shall be determined by LA Galaxy in its sole discretion; and (ii) a surprise percentage off code good only for the online purchase (at <https://www.lagalaxy.com>) of additional tickets to the Game. **The purchase of additional tickets to the Game must be made at the same time as Member redeems the birthday code for their complimentary tickets for the Game. Surprise percentage off code will be shown at time of redeeming your birthday code and the amount of the percentage off shall be determined by the LA Galaxy in its sole discretion.**

Tickets may only be redeemed by the intended Member. Tickets will be transferred to Member via **AXS App**. Tickets do not include any playoff games, or any special event games. **Game is subject to availability as determined by LA Galaxy in its sole determination; exact location of tickets to be determined by the LA Galaxy in its sole determination; certain blackout games will apply. Codes must be redeemed within forty-eight (48) hours prior to the selected Game. Codes void after October 19, 2023. All tickets must be used by October 21, 2023.** Tickets are not eligible for transfer or resale. Each Member's guest must be of legal age of majority in their jurisdiction of residence, unless guest is the child or legal ward of Member.

Ticket codes and other discount codes cannot be combined with any other offers. Not valid for previously purchased LA Galaxy game tickets. Codes will not be replaced if lost or stolen, and codes have no cash value.

Tickets do not include meals, beverages, parking, travel to/from Dignity Health Sports Park, gratuities, service fees, or any other expenses of a personal nature, unless otherwise set forth above. Except where otherwise expressly noted in these Terms and Conditions, the selection of all vendors, gifts, products and services is subject to the LA Galaxy's sole and absolute discretion. Gift (and/or any portion thereof) is nontransferable and non-exchangeable. No substitutions or cash redemption of the Gift is permitted except that LA Galaxy retains the right to substitute a gift of equal or greater retail value (or at LA Galaxy's election, the cash value of the applicable gift). Additional restrictions may apply.

All Members and their guests agree to comply with all applicable stadium regulations in connection with any tickets to Game. LA Galaxy and/or stadium operator reserve the right to remove or deny entry to any Member and/or any guest who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Game. Released Parties (as defined below) will not be responsible for weather, Acts of God, acts of terrorism, epidemic/pandemic, civil disturbances, work stoppage or any other event that may cause the cancellation or postponement of any MLS game.

All federal, state and local taxes related to the Gift are the sole responsibility of each Member. All other expenses and costs not expressly listed above are each Members' sole responsibility. No refunds or credit for changes are allowed.

4. **Use of Data:** LA Galaxy will be collecting personal data about Club Members (including, without limitation, name, phone number, mailing address, city, zip code, age, e-mail addresses) when registering online. LA Galaxy is entitled to use personal data contained in all registration forms, on-line or otherwise, in accordance with its privacy policy and terms of use. By participating in the Club, Members hereby agree to all personal information uses and disclaimers as explained in MLS' Privacy Policy located at: <https://www.mlssoccer.com/legal/privacy-policy> and Terms of Use located at: <https://www.mlssoccer.com/legal/terms-of-service> (both incorporated herein by reference).
5. **Agreement to Terms and Conditions:** Participation in the Club and these Terms and Conditions constitute Member's full and unconditional agreement to and acceptance of these Terms and Conditions, as well as MLS' Privacy Policy and Terms of Use as set forth above, as well as to be contacted by telephone and/or email.
5. **General Conditions:** This promotion is governed by the laws of the United States of America and California, without respect to conflict of law doctrines. As a condition of participating in the Club, Member agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this promotion or the Terms and Conditions, shall be resolved individually, without resort to any form of class action, exclusively before a court, and not a jury, located in Los Angeles County, California, that is hereby agreed to have jurisdiction. Further, in any such dispute, under no circumstances will Member be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than Member's actual out-of-pocket expenses, and Member further waives all rights to have damages multiplied or increased.

By joining the Club, Member's agree to release, indemnify and hold harmless LA Galaxy, Anschutz Entertainment Group, Inc., Anschutz Southern California Sports Complex, LLC, MLS, SUM, any sponsors, and each of its and their respective directors, officers, employees, agents, assigns, affiliates, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies (collectively, the "Released Parties") from any and all liability for any injuries, loss or damage of any kind, including death, arising from or in connection with participation in the Club, or the acceptance and use, misuse, or possession of any Gift provided hereunder (including, without limitation, any misrepresentation made by Member in connection with their Club registration; any non-compliance by Member with these Terms and Conditions; claims brought by persons or entities other than the parties to these Terms and Conditions arising from or related to Member's involvement with the Club or this promotion; acceptance, possession, misuse or use of any Gift or participation in any Club-related activity or participation in the Club; any malfunction, error or other problem arising in connection with the collection,

processing, or retention of registration information; or any typographical or other error in the printing, offering or any Club announcement). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Club, any Gift, or these Terms and Conditions. If LA Galaxy's use of any Club registration causes LA Galaxy to be subject to a claim by any third party (including, but not limited to, a claim of infringement), such Member agrees to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of the registration.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GIFT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

LA Galaxy reserves the right to cancel or modify these Terms and Conditions if fraud or any other factor impairs the integrity of the Terms and Conditions as determined by LA Galaxy in its sole discretion. Terms and Conditions of the Club are subject to change at the sole discretion of the LA Galaxy.

Online registrations are deemed made by the authorized account holder of the e-mail address submitted at the time of registration. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The LA Galaxy may ask for proof that the Member is the authorized account holder of the e-mail address associated with the registration and is a California resident. Gift will only be awarded to the authorized account holder.

If, in the LA Galaxy's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Terms and Conditions, or if technical difficulties compromise the integrity of the Terms and Conditions, LA Galaxy reserves the right in its sole discretion to void any registrations at issue (including disqualifying any individual who tampers or otherwise interferes with the registration process), and to cancel, terminate, modify or suspend these Terms and Conditions, in whole or in part, at any time without notice.

The LA Galaxy in no way promotes illegal acts, and any and all registrations which include or promote illegal acts will be disqualified. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of, or unauthorized access to, or alternation of, any registration. The Released Parties are not responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any e-mail or registration received by the LA Galaxy or any Gift email sent by the LA Galaxy on account of technical problems or traffic congestion on the Internet or at any web site, including <https://www.lagalaxy.com> or any combination thereof, or otherwise, including any injury or damage to Member's or any other person's computer related to or resulting from participation or downloading any materials in the Terms and Conditions.

CAUTION: ANY ATTEMPT BY ANY REGISTRANT, INCLUDING ANY MEMBER, TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THESE TERMS AND CONDITIONS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE LA GALAXY RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

6. **Publicity:** Submission of a registration for the Club constitutes permission, but not the obligation, to the LA Galaxy, MLS, SUM and their respective designees, directors, officers, employees, agents and assigns to use Member's name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, now or hereafter devised, throughout the world, in perpetuity, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with the Club (whether or not required), including, without limitation, mailing address, phone number, and email address, during registration constitutes permission for LA Galaxy, MLS, SUM and their respective directors, officers, employees, agents and assigns to use Member's personal information for purposes of administration of the Club. Member also may opt-in to be added to LA Galaxy's customer database and to permit LA Galaxy, MLS, SUM and their respective directors, officers, employees, agents and assigns to contact Member in the future for promotional and other reasons. Member may opt-out of receiving such communications as set forth in MLS' Privacy Policy (located at www.mlssoccer.com/privacy-policy) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of LA Galaxy e-mails). Member understands that they are providing their information to LA Galaxy. The information which Member provides to LA Galaxy will only be used in accordance with MLS' Privacy Policy.
7. **Request for Terms and Conditions:** All requests for a copy of these Terms and Conditions must be made by November 15, 2023. Send a self-addressed stamped envelope to 2023 LA Galaxy Birthday Club, c/o LA Galaxy, 18400 Avalon Blvd., Suite 200, Carson, CA 90746.
8. **Administrator:**
Anschutz L.A. Soccer, Inc.
18400 Avalon Blvd., Suite 200
Carson, CA 90746

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