## Ally Charlotte FC Ultimate Fan Sweepstakes Official Rules NO PURCHASE NECESSARY TO ENTER OR WIN.

**1) Eligibility:** The Ally Charlotte FC Ultimate Fan Sweepstakes (hereafter, "Sweepstakes") is open to legal permanent residents of North Carolina or South Carolina who, prior to the date of entry are eighteen (18) years of age or older (hereafter, "Eligible Entrants"). Employees, officers, directors, agents and representatives of DT Soccer, LLC dba Charlotte FC (hereafter, "Sponsor"), Major League Soccer, L.L.C. ("MLS"), Soccer United Marketing, LLC ("SUM" and collectively with Sponsor and MLS, the "MLS Entities"), Ally Financial Inc. ("Ally"), each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising & promotion agencies (hereafter collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife & their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. Void outside of North Carolina, South Carolina, and where prohibited by law. All applicable federal, state & local laws apply.

**2)** Sweepstakes Period: Sweepstakes starts at 8:00:00 am Eastern Time ("ET") on February 25 and ends at 11:59:59 pm ET on October 8, 2023 (hereafter, "Sweepstakes Period").

**3)** How to Enter: During the Sweepstakes Period, visit <u>Charlottefootballclub.com/ally-ultimate-sweeps</u> and follow the instructions to complete and submit the registration form to receive one (1) entry into the Sweepstakes.

Limit of one (1) entry per person throughout the Sweepstakes Period. Entries received in excess of the stated limitation will be void. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned. The use of script, macro or automated devices (or any other devices intended to automate or subvert any aspect of entry) to enter the Sweepstakes is prohibited and any entry through such means and any entry that is deemed to be ineligible (at Sponsor's sole discretion and in accordance with these Official Rules) are void. In the event of a dispute as to the identity of any entrant, such entrant will be deemed, to be 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. "Authorized account holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization (e.g., a business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Released Parties are not responsible for late, lost, stolen, incomplete, misdirected, delayed, garbled, inaccurate, destroyed or undelivered entries, entry information or for telephonic, human or computer failures, problems or errors, interruptions in service due to system upgrades, repairs, modifications or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, emails or the announcement of a prize; or for any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes, or for printing, typographical, human or other errors appearing in these Official Rules or other Sweepstakes-related materials. Sponsor reserves the right, in its sole discretion, to void any entries of entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes or is in violation of these Official Rules.

**4) Winner Selection:** Three (3) potential First Prize winners and one (1) potential Grand Prize winner will be randomly selected from among all eligible entries received throughout the Sweepstakes Period. Drawing will be conducted by Sponsor on or about October 9, 2023. Odds of winning a prize depend upon the total number of eligible entries received throughout the Sweepstakes Period. By entering, entrants agree to be bound by these Official Rules and to the decisions of the Sponsor, which will be final and binding in all respects. The potential winners will be notified by telephone and/or email and may be

required to execute and return a Prize Claim form, and/or any other required documentation required by Sponsor within two (2) days of the date of issuance of notification. Non-compliance with the foregoing, with these Official Rules or return of prize notification as non-deliverable may result in disqualification and, at Sponsor's discretion and time permitting, awarding of prize to an alternate winner.

## 5) Prizes:

(a) Three (3) First Prizes. Three First Prize winners will each receive one (1) customized, authentic Charlotte FC 2023 Community Kit and two (2) lower-level tickets to Charlotte FC's first home match of the 2024 MLS season. Approximate Retail Value of each First Prize: \$365.00; Approximate Retail Value of all First Prizes: \$1,095.

(b) One (1) Grand Prize Winner. One (1) Grand Prize winner will receive one (1) \$10,000 check payable to the prize winner, one (1) custom Charlotte FC Jersey and two (2) lower-level tickets to each 2024 Charlotte FC regular season home match. Approximate Retail Value of Grand Prize: \$15,000.00, Approximate Retail Value ("ARV") of all Prizes \$\$16,095.00.

Date and time of each 2024 Charlotte FC home match to be determined by MLS in its sole discretion. Location of seats to be determined by Sponsor in its sole discretion. Food and beverage at home game, transportation to home game, hotel/lodging accommodations (if necessary) and all other costs or expenses associated with prize are NOT included and the responsibility of each winner. Limit one (1) prize per winner. Prizes are not transferable. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor. Prizes are awarded "as is" without any warranty or guarantee, either express or implied by Sponsor. All prize details are at Sponsor's sole discretion. Costs and expenses associated with the acceptance and use of each prize not specified herein as being awarded, including, but not limited to, federal, state and local taxes (if any) are each winner's sole responsibility. Prize winners will be issued an Internal Revenue Service Form 1099 with respect to the prize amount, if applicable; all taxes with respect to such prizes are the sole responsibility of each winner.

6) Miscellaneous: No transfer, assignment, cash redemption, or substitution of a prize is permitted except by Sponsor who reserves the right to substitute the prize (or applicable portion thereof) with one of comparable or greater value, at its sole discretion. Entrants agree, by entering, that 1) Sponsor and its designees may use (unless prohibited by law), entrant's name, city and state of residence, photograph and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification, 2) Sponsor reserves the right to conduct a background check and entry in the Sweepstakes constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, entrants shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any entrant based on the results of the background check or failure of the entrant to properly authorize such check, and 3) the Released Parties shall have no liability and will be held harmless by entrant for any claim, action, liability, loss, injury or damage to entrant or any other person or entity, including, without limitation, personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a prize or participation in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes (or portion thereof) for any reason, including should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, in the case of termination, at its discretion, select the winner from among all eligible non-suspect entries received during the applicable Promotion Period prior to the event that required such termination. CAUTION: Any attempt to deliberately damage the website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

**7) Arbitration:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or the prizes awarded, shall be resolved individually, without resort to any form of class or

collective action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at a reasonable location within Mecklenburg County, North Carolina; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

**8)** Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the Mecklenburg County, North Carolina, USA.

**9) Privacy Policy:** Information submitted with an entry is subject to the Charlotte FC/MLS Privacy Policy, which can be found at https://www.mlssoccer.com/legal/privacy-policy, and Ally's Privacy Policy, which can be found at www.ally.com/privacy.

**10)** Winners' Names: For the names of the winners (available after 12/31/23), send a self-addressed, stamped envelope to be received by 2/28/22 to: Ally Charlotte FC Ultimate Fan Sweepstakes Winners, C/O Carolina Panthers, 800 South Mint Street, Charlotte, NC 28202.

11) Sponsor: DT Soccer, LLC, 800 South Mint Street Charlotte, NC 28202