

2023 SWEEPSTAKES RULES

**THE HUNTSVILLE CITY
FOOTBALL CLUB SPRING 2023
SWEEPSTAKES RULES**

SWEEPSTAKES OFFICIAL RULES

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

ELIGIBILITY: THE HUNTSVILLE CITY FOOTBALL CLUB SPRING 2023 SWEEPSTAKES (the “Sweepstakes”) is open to legal United States residents who live within a twenty-five (25) mile radius from **HUNTSVILLE, ALABAMA** (the “Territory”) who are at least eighteen (18) years of age and the 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 **HUNTSVILLE CITY FOOTBALL CLUB LLC** (“Sponsor” or “Club”), Walsh Management LLC (“Walsh”), Major League Soccer, L.L.C. (“MLS”), and Soccer United Marketing, LLC (“SUM” and collectively with Walsh, Geodis 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: The Sweepstakes begins at **9:00 a.m. CT on March 31, 2023** and ends at **11:59:59 p.m. CT on May 31, 2023** (“Entry Period”). During the Entry Period, there are **one (1)** way 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, as applicable and per household, 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. All information and files submitted in the format specified will become property of Sponsor and used as provided in the MLS Next Pro Terms of Use and Privacy Policy, each of which can be found by visiting <https://www.mlsnextpro.com/legal/terms-of-service> and <https://www.mlsnextpro.com/legal/privacy-policy> (both of which are incorporated herein by reference).

1. **Online Method:** Visit <https://www.huntsvillecityfc.com/promotions> and click on the banners, buttons and/or links to access the online entry form for the Sweepstakes and register by filling out the required fields on the Sweepstakes entry page which will include:

- 1) **Name**
- 2) **E-mail address**

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- 3) **Date of Birth**
- 4) **Telephone Number**
- 5) **ZIP code**

By submitting your completed online entry form and all other requested information 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 MLS Entities; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such e-mails and consenting to do so will not increase your chances of winning.

2. **In-person Method Using QR code:** To enter the Sweepstakes via QR code, during the Entry period, participants may enter by scanning a Club-provided QR code which entrants can get at (i) the Club merchandise truck, which schedule and locations can be found at the following link: <https://www.nashvillesc.com/fans/merchtruck>; or (ii) such dates, times and locations as Club may announce from time to time. After scanning the QR code, the QR code will link to a digital entry form, which will include your complete name, address, city, state and zip code, telephone number (including area code), and e-mail address. Each completed form will receive one (1) entry into the sweepstakes. All entries become the property of the Club and will not be returned. By entering into the Sweepstakes via QR code, you agree that you are providing Club express written consent for you to receive text messages using automated technology in response to your entry related to the Sweepstakes and agree to accept all applicable charges associated therewith (should the Club choose to do so).

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.

By using any of the entry methods, you affirm that you have read, understand and agree to these Official Rules. Entrants understand that they are entering at their sole risk. Sponsor is not responsible for any claims arising from an entry specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective social media site's terms and conditions.

In the event of a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The MLS Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. The MLS Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Incomplete entries will be disqualified. Proof of sending email is not considered proof of delivery to or receipt by Sponsor of such entry.

Entries, including posts or comments must be responsive to the "call to action" message and must

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not be obscene or offensive; must not depict alcohol, illegal drugs, tobacco, firearms/weapons, or any activities that may appear unsafe or dangerous or illegal; and must not be sexually explicit or suggestive, all as determined by Sponsor in its sole discretion. Sponsor may, in its sole discretion, alter or remove any comment. Entries, including any posts or comments, must be suitable for presentation in a public forum, at the sole discretion of Sponsor. Any questions, comments or complaints regarding this Sweepstakes should be directed to Sponsor and not to Facebook, Twitter or Instagram. Entries that are incomplete or generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules will be void. Multiple entrants are not permitted to share the same Instagram account or email addresses.

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

RANDOM DRAWING: One (1) potential winner(s) of the Sweepstakes (each a “Winner” and collectively, the “Winners”) will be selected by random drawing on or about May 1, 2023, from among all eligible entries received by the Sponsor. 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.

PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS: By entering the Sweepstakes, 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. Entries cannot defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. If the entry contains any material or elements that are not owned by the entrant and/or that are subject to the rights of third parties, the entrant is responsible for obtaining and 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 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 offensive, inappropriate, not in keeping with Sponsor’s image or that is otherwise not in compliance with these Official Rules, in its sole discretion.

By entering the Sweepstakes, 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 submission, 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.

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PRIZE(S): A Total of One (1) Prize Are Available To Be Awarded (the “Prize”). The Winner of the May 1, 2023 drawing will receive one (1) Replica Soccer Ball to be autographed by the players of Huntsville City FC. Total ARV of all Prizes: \$50. The 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 transportation costs, luggage fees, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. 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.

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 team, 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: The Winner will be notified by e-mail, mail and/or telephone (in the sole discretion of Sponsor and/or the applicable MLS Entity, as applicable) by the Sponsor. In the event that any potential 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 potential Winner may be chosen from among all remaining eligible entries. The 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. 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 Sweepstakes and

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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 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”) 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. The 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: 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 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, Sponsor 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 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

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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. 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 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 Winner[s] and award the Prize[s] 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 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.

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 Internet service provider 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 Sweepstakes.

WINNERS' LIST: For a list of Winners (available after June 5, 2023), mail a self-addressed stamped envelope to: **THE HUNTSVILLE CITY FOOTBALL CLUB SPRING 2023 SWEEPSTAKES**

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Winners' List 1300 Meridian St N, Suite 204, Huntsville, AL 35801. Winners' list requests must be received by August 31, 2023.

SPONSOR: The Sponsor of this Sweepstakes is Nsh Nextco LLC, 1300 Meridian St N, Suite 204, Huntsville, AL 35801.