

NYCFC MASTERCARD CITY ASSIST CONTEST OFFICIAL RULES (“OFFICIAL RULES”)

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS IS A SKILL-BASED CONTEST.

ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.

ELIGIBILITY: The NYCFC Mastercard City Assist Contest (“Contest”) is open to individuals who are as of the time and date of entry: (i) legal residents who live within a seventy-five (75) mile radius from Yankee Stadium (the “Territory”); (ii) eighteen (18) years of age or older; and (iii) a principal owner of a U.S.-based small business, as described below (referred to herein as, “Entrants”). For purposes of the contest, a small business means a business with an annual revenue of five million dollars (\$5,000,000.00) or less, that is physically located within the Territory, and is incorporated or otherwise considered a valid legal entity in good standing in its state of formation. For the purposes of the Contest, a small business can be organized as a sole proprietorship, partnership, corporation, or any other legal entity that falls within the Small Business Administration’s (“SBA”) size standard for its respective private sector industry in the United States. 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 New York City Football Club, LLC (the “Club” or “Sponsor”), Mastercard International Incorporated (“Mastercard”), 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 Contest are not eligible to participate or win a prize. The Contest 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. Sponsor, Mastercard, the MLS Entities and each of their respective parent companies, affiliates, distributors, subsidiaries, prize providers, assigns and all of their respective officers, directors, employees, shareholders, representatives, and agents are each a “Released Party” and shall hereinafter collectively be referred to as the “Released Parties”.

HOW THE CONTEST WORKS:

The Contest will occur in two (2) phases as described below and includes a Submission Period (defined below) and a Judging Period (defined below). At the end of the Submission Period, all Entries (defined below) will be judged based on the judging procedure and criteria outlined below during the Judging Period. At the end of the Judging Period the one (1) Entry with the highest score will be declared the Winner (defined below) as outlined below.

Phase 1 Submission Period: The Submission Period begins on or about 12:01 A.M. Eastern Time (“ET”) on May 15, 2023 and all Entries must be received on or before 11:59 P.M. ET on June 12, 2023 (the “Submission Period”). NYCFC servers act as the official Contest time clock for this Contest.

Phase 2 Judging Period: The Judging Period will take place on or before June 13 – June 23, 2023 as outlined below (the “Judging Period”).

HOW TO ENTER DURING THE SUBMISSION PERIOD: Visit www.nycfc.com/smallbusiness during the Submission Period and follow the instructions provided to complete and submit the entry form, which includes entering the following information:

Small Business Owner and/or Entrant Information

- Name
- Phone Number
- Email
- Relationship to Business

Small Business Details

- Name of Business
- Number of Years in Business
- Business Address
- Business Industry
- Business Website
- Business Social Media Handles
- Best describe what your business is and does in five (5) sentences or less. What goods and services do you provide?
- Submit a picture to help tell us about your business (“Photo”)

Business and/or Entrant Payment Details (Yes or No Questions)

- Do you use a Mastercard?
- Does your business accept digital and contactless payments?
- Do you have an online storefront?

Community Impact

- How does your business give back to your community?

Monetary Grant Impact

- What are your plans to expand your business?
- What would winning this contest do for you and your business?
- How would an NYCFC collaboration help your business?

NYCFC Fandom

- How many NYCFC matches have you attended?
- Are you a Season Ticket Holder?

Promotional E-Mail Opt-In (Check Box)

- I agree to be contacted immediately or in the future by NYCFC and Mastercard for solicitation of available ticket offers or other Partnership opportunities.

For an Entry (defined below) to be valid, it must contain all of the information above and a Photo.

The submitted entry form and Photo upload will collectively be referred to as an “Entry” hereafter. Entries that do not follow this format will be not be eligible and will be void. By submitting an Entry, you are acknowledging and agreeing to these Official Rules, including, without limitation, that Sponsor has the right to use your Entry as set forth in these Official Rules. Sponsor may not receive

Entries that fail to strictly follow the upload instructions set forth in these Official Rules and Sponsor is not responsible for failure to receive an Entry. Sponsor, at its sole discretion, may accept a technically incorrect unique Entry. To be eligible, all Entries must be received during the Submission Period.

Limit one (1) Entry per Entrant, per email address, per small business for the duration of the Submission Period. If Entrant submits more than one (1) Entry, all Entries received after the first Entry will be void. Once the Entry is completed and uploaded, the Entry is final and may not be modified or edited. All Entries must meet the Entry Requirements set forth below. Those who do not follow all of the instructions, provide the required information in their Entries, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All Entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and Entries by any means which subvert the Entry process are void. All Entries become the physical property of Sponsor, will not be acknowledged or returned, and may be 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).

Assurance of delivery of Entries is the sole responsibility of the Entrant. In the event of a dispute as to the identity of any Entrant who submits an Entry, the Entry will be deemed submitted by the account holder of the email account from which it was sent but only if such person is otherwise eligible. The "account holder" is the person assigned an email address or username by the entity responsible for assigning it (e.g., Yahoo). Winners may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the Entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries.

Entry Requirements:

- Entrants must take and appear in the Photo themselves, or if Entrants have a third party take and/or appear in the Photo, applicable Entrant must have written permission from that person to submit the Photo in accordance with these Official Rules and Entrant must obtain a signed release from the third party immediately upon the request of Sponsor. Photos taken by professional photographers/videographers are not eligible and will be void.

In addition to that described above, all Photos must further meet the following criteria, as determined within Sponsor's final sole discretion:

- Photos that contain or otherwise infringe on any third-party names, trademarks, identities, copyrighted or patented material, and/or other material subject to third party rights are prohibited;
- Photos that include any reference to any patents and/or trade secrets of Sponsor or Released Parties and/or its competitors are prohibited;
- Photos that are obscene, offensive, contain any profanities, endorse any form of hate or hate group, or any language or images communicating messages inconsistent with the positive images to which Sponsor and/or Released Parties wishes to associate will be void;
- Photos cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Photos cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any

- of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Photos cannot contain disparaging remarks, defame, misrepresent, invade the publicity, third party rights and/or the privacy rights of Sponsor, Released Parties, their products or any trademarks or other intellectual property they own, other products or companies, or any person, living or deceased;
 - No background artwork should appear in the Photos unless it is an original work of the Entrant. Any artwork, murals, etc. that can be seen in Photo must be created solely by the Entrant or Entrant must be the sole owner of all copyright interests therein;
 - Photos cannot contain trademarks owned by others, or advertise or promote any brand or product of any kind, or contain any personal identifiable information, such as personal names, email addresses, etc.; and
 - Photos cannot communicate messages inconsistent with the positive images and/or goodwill to which Released Parties associate; and Entries cannot be in violation of any law, statute, regulation, or ordinance.

Sponsor reserves the right to void and disqualify any Entry not satisfying these requirements, as determined within Sponsor's final sole discretion.

By submitting an Entry, you agree that: (i) the Entry does not violate any law or regulation or any right of any third party, including those laws, regulations, and rights related to copyrights, trademarks, publicity, or privacy, (ii) you have the right to grant the rights to the Entry as provided in these Official Rules, (iii) the Entry has not been published or submitted in any other competition; (iv) the Entry is your original work; (v) the Entry has not won previous awards; (vi) you have obtained permission from any person whose name or likeness is used in the Entry; and (vii) that publication of the Entry via various media, including, without limitation, social posting, will not infringe on the rights of any third party. You will indemnify, defend and hold harmless Released Parties from any claims to the contrary. Further, by submitting an Entry, you grant permission and a perpetual, non-exclusive, royalty-free, no-cost, worldwide, irrevocable right and license for Released Parties to publish, post, adapt, edit, display, exploit and/or modify or otherwise use the Entry and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants or any third party, except for the awarding of the prize(s) to the Finalists/winner in this Contest. Entrants agree that during the Submission Period, they shall not make, and shall not permit, any other public use, display or distribution of their Entry, and they shall maintain all rights without encumbrances so that, if Sponsor desires, Entrants can assign all rights in and to their Entry if selected as a winner. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Entries, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, Sponsor will have the right to use the Entries submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Entries submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a winner, Sponsor may request that the Entrant's Entry, and any rights therein, be assigned to Sponsor

and Entrants may be required to confirm such assignment by completing and submitting the Prize Acceptance Documents (defined below) (and any other documents reasonably required by Sponsor) or such Entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third-party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Entries and are not obligated to use any Entry. Entrants agree that Sponsor, nor its agents, shall be responsible for return or preservation of the Entries submitted.

Entrant further agrees that submission of an Entry is gratuitous and made without restriction and will not place Sponsor and/or Released Parties under any obligation and that Sponsor and Released Parties are free to discuss or otherwise disclose the ideas contained in the Entry on a nonconfidential basis to anyone or otherwise use the ideas without any additional compensation to Entrant. Each Entrant acknowledges that Entries are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each Entrant acknowledges that Sponsor and other Entrants may have created ideas and concepts contained in their Entries that may have familiarities or similarities to his/her own Entry, and that he/she will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate Entrants for their Entry and there is no obligation for any Released Party to pay or otherwise compensate Entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Entrant acknowledges that, by acceptance of their Entry, Released Parties do not waive any rights to use similar or related ideas previously known to Released Parties, or developed by its employees, or obtained from sources other than Entrant. Sponsor and/or Released Parties reserve the right to screen Entries, but may post Entries without editing or other prior review. Entrant acknowledges that Sponsor and/or Released Parties have no obligation to use or post any Entry that he/she submits. For all social media postings of Entries made by Sponsor and/or Released Parties, posting of such content is for entertainment purposes only and does not relate to winner selection. Entrant, by participating in the Contest, except where legally prohibited, grants the irrevocable permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, in perpetuity, without notice or review or approval. Sponsor reserves the right to request from Entrant at any time proof that Entrant maintains all necessary rights in their Entry in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the Entrant being disqualified from the Contest.

No correspondence about Entries will be entered into, nor will Entries be acknowledged or returned. Incomplete Entries, Entries not responding to the Theme, Entries that do not comply with the Entry Requirements, and/or Entries which may contain obscene, offensive, or any images or language communicating messages inconsistent with the positive images to which Sponsor and/or Released Parties wishes to associate will be void. Entries whose work includes the names, images, or likenesses of third parties or contains elements not owned by the participant (such as, but not limited to, depictions of persons, landmarks, trademarks or logos) must be able to provide legal releases for such use including Released Parties' use of such Entry, in a form satisfactory to Sponsor, upon request. Proof of Entry does not constitute Sponsor's proof of receipt. Entries that contain or otherwise infringe on any third-party names, trademarks, music, identities, copyrighted material, and/or other material subject to third party rights are prohibited. Subject to these Official Rules and except where otherwise prohibited by law, all winning Entries are deemed to be assigned to Sponsor and will not be returned. If required information is not included, Entry will be disqualified.

CONTEST TERMS: Your participation by your Entry constitutes your consent to participate in this Contest and consent for Released Parties to obtain, use, and share your Entry, name, business name, address, email and other details (collectively, “Contest Data”) for Contest administration purposes. Released Parties are not responsible for late, lost, stolen, illegible, incomplete, misdirected, delayed, garbled, damaged, inaccurate or undelivered emails, Entries, theft, destruction or unauthorized access to, or alteration of Contest Data, defect/delay in transmission or communication, including, but not limited to, recording failures, or for telephonic, human or computer failures, problems or errors, interruptions in service leveraged to create an Entry, whether due to system upgrades, repairs, modifications or other causes, defect or delay in transmission, connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, recording/filming systems, electronic equipment, computer hardware or software failures, inaccurate Entry information, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions, errors or delays, whether caused by equipment, programming, human error, acts of God or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of Entries, Contest Data processing, the tabulation of judging points, the announcement of prizes and winners, the cancellation or postponement of the Contest, for any injury or damage to participant’s or any other person’s computer or other device relating to or resulting from participation in this Contest, or for printing, typographical, human or other errors appearing in these Official Rules, in any Contest advertisements or other materials. Use of any device to automate or subvert Entry is prohibited and any Entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated Entries are permitted and any Entries received by such means will be void.

JUDGING: All eligible Entries received during the Submission Period will be judged during the Judging Period on the following criteria by Sponsor and its designees: 1) Overall strength of the Theme description and effect the business has on its community (if any): 0-15 points; 2) Photo Quality/Creativity: 0-10 points; and 3) Overall strength of content of Entry: 0-10 points.

In the event of a tie during the Judging Period to determine the Finalist, the tied Entries will be re-judged based on: Overall Appeal, Strength, and Creativity of Entry: 0-100 points determined in Sponsor’s sole discretion.

The five (5) Entries with the highest scores, as determined by the judges, in their sole discretion, will be deemed the Contest Finalists. All Contest Finalists will be required to present a virtual business pitch to the Sponsor and its designees. Sponsor reserves the right to select fewer than five (5) Contest Finalists if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Entries. All Contest Finalists are subject to verification of eligibility and compliance with the Official Rules.

Grand Prize Winner Selection: At the end of the Judging Period, after all five (5) Contest Finalists have presented their virtual business pitches, they will be judged based on the Overall Strength of the Pitch: 0-100 points. One (1) Entry will be declared the Contest Winner (defined below).

In the event of a tie, the tied Entries will be re-judged based on: Overall Strength of the Pitch: 0-100 points. If there is still a tie, Sponsor will bring in a tie breaking judge to apply the same judging criteria to break the tie and determine the Contest Winner.

By participating, Entrants agree to abide by these Official Rules and the decisions of the Sponsor and judges, which are final and binding in all matters relating to this Contest.

Sponsor is responsible for the Contest definitions, rules and administration of the Contest. A Contest participant will not receive, directly or indirectly from Sponsor any compensation, remuneration, reward, gift, or honorarium for their participation in the Contest.

Prizes will be awarded to a principal owner of the small business, as submitted in the Entry. If prize award is in conflict with small business policy or not feasible after Sponsor's good faith effort to obtain verifiable small business principal owner contact details, prize will be forfeited and, at Sponsor's discretion and time permitting, a runner-up may be selected.

WINNER NOTIFICATION: Potential Contest winners will be determined approximately within ten (10) business days following the completion of the Judging Period and will be notified by Sponsor by telephone and/or email and/or a traceable method of overnight delivery. Potential Contest winners will be required to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release (collectively, "Prize Acceptance Documents") and any other documents and third-party consents as may be required by Sponsor within twenty-four (24) hours of date of issuance of notification.

Potential Contest winners will be required to submit to a confidential background check to confirm eligibility and will not pose a security threat or bring Sponsor or Released Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on Sponsor or Released Parties as determined by Sponsor, in its sole discretion, and, in such event may result in disqualification. Noncompliance with any of the foregoing, failure to respond within the designated timeframe, the inability to contact a potential winner within a reasonable time period, or any notification being returned as undeliverable may result in disqualification and, at Sponsor's discretion and time permitting, a runner-up being chosen. Winner status is subject to verification of eligibility and compliance with these Official Rules. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email account to receive email messages. Should a potential winner decide to decline his/her prize for any reason whatsoever or not respond to the prize notification by the applicable response deadline, Sponsor shall have no further obligation to that potential winner and an alternate winner may be selected based on the selection process above, if time permits.

PRIZE: A total of one (1) Grand Prize is available to be awarded to the winner of the Contest ("Winner"). The Winner will receive, during calendar year 2023 ONLY, the following (collectively, the "Grand Prize"):

- (i) Twenty Thousand U.S. Dollars (\$20,000.00);
- (ii) Mastercard Digital Doors Tool-Kit and 1:1 mentorship with a Small Business Advisor;
- (iii) Two (2) suite tickets for a mutually agreed upon NYCFC home match;
- (iv) NYCFC promotional and marketing assets

Use of the Prizes shall be at all times subject to Sponsor approval, the full execution of an NYCFC Partnership Agreement, MLS League Rules, and MLS Commercial Guidelines.

A total four (4) Finalist Prizes (defined below) are available to all Finalists who were not declared the Winner. The Finalists who were not declared the Winner will receive, during calendar year 2023 ONLY, the following (collectively, the "Finalist Prize"):

- (i) Digital Doors Tool-Kit and 1:1 mentorship with a Mastercard Small Business Advisor;
- (ii) Two (2) suite tickets for a mutually agreed upon home match;
- (iii) NYCFC promotional and marketing assets

Approximate Retail Value (“ARV”) of the Grand Prize: \$45,000. 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. All Prize details are at Sponsor’s sole discretion.

Approximate Retail Value (“ARV”) of the Finalist Prizes: \$25,000. The Finalists are 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. All Prize details are at Sponsor’s sole discretion.

ARV of all Prizes: \$145,000

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 club, 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, Finalists, and their 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, Finalists, and/or their 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 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.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Contest 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 Released Parties arising out of participation in the Contest 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 Contest, including, without limitation, errors or difficulties that may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize or in any Contest-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 Contest; (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 Contest 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 Contest or receipt of any prize.

WINNERS' NAME: For the names of the Winner and Finalists (available after the week of July 17, 2023), mail a self-addressed stamped envelope to: **NYCFC MASTERCARD City Assist Content Winners' Names.** Winners' name requests must be received by September 15, 2023.

SPONSOR: The Sponsor of this Contest is New York City Football Club, LLC, 600 Third Avenue, 30th Floor, New York, NY 10016.