

**THIRD ANNUAL NASHVILLE SC RIFF OFF
CONTEST OFFICIAL RULES**

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

ELIGIBILITY: THIRD ANNUAL NASHVILLE SC RIFF OFF (“Contest”) is open to legal United States residents who live within a seventy-five (75) mile radius from **NASHVILLE, TENNESSEE** (the “Territory”) who are at least eighteen (18) years of age or of 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 **NASHVILLE SOCCER CLUB LLC** (“Sponsor” or “Club”), Walsh Management LLC (“Walsh”), GEODIS Logistics LLC (“Geodis”), 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 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.

HOW TO ENTER: The Contest begins at **9:00 a.m. CT on August 30, 2023** and ends at **11:59 p.m. CT on October 2, 2023** (“Entry Period”). During the Entry Period, there is **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 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).

1. Online Method: During the Entry Period, go to www.nashvillesc.com/riffoff and complete the entry form embedded on that page. Register by filling out the required fields on the Contest entry page which will include:

- 1) Name**
- 2) E-mail address**
- 3) Date of Birth**
- 4) Telephone Number**
- 5) ZIP code**
- 6) Upload a video of your 30 sec original guitar riff**

By submitting your completed online entry form and uploading your **video** and all other requested information as directed, you will receive one (1) entry in the Contest. 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 Contest will be given the option to receive commercial e-mails from MLS Entities; however, eligibility to participate in the Contest is not dependent upon entrant’s consent to receive such e-mails and consenting to do so will not increase your chances of winning.

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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.

Each entry must meet the following **“Entry Requirements”** (any Entry that, in Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified):

- Entrant must be the rightful owner of the Entry included with the entry or must have the rights, title and interest necessary to utilize the Entry for the Contest in compliance with these Official Rules;
- Entrant must be the rightful owner of the e-mail address associated with the entry and Entry;
- Entry must NOT contain any material that infringes or violates any right of a third party including copyright, patent, trademark, trade secret or other proprietary rights, other than those relating to the MLS Entities. For example, Entry should NOT contain reference to sports team logos, celebrities, names or logos of businesses, music or lyrics, or clips from television shows or movies, other than those related to the MLS Entities;
- Entry must NOT include third parties/people, who have not expressly authorized in writing the entrant to feature their name, image, likeness or voice in the Entry or otherwise use such name, image, likeness or voice in accordance with these Official Rules (if applicable, any selected winner may be required to verify such authorization in the form of a release);
- Entry must NOT contain subject matter which is, or could be considered, in the sole discretion of the Contest Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable;
- Entry must NOT contain any content that promotes any particular political agenda or message;
- Entry must NOT contain any personal identification, such as personal names or e-mail addresses;
- Entry must NOT communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Entry must NOT violate any law, rules, or regulation;
- Entry must NOT contain or reference any names, products or services of any company or entity, or promotes any brand, product or service of any company or entity, excepting those of Sponsor;
- Entry must NOT contain materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- Entry must NOT contain look-alikes of celebrities or other public or private figures, living or dead;
- Entry must NOT communicate messages or images inconsistent with the positive images and/or good will to which we wish to associate or otherwise contains content which Sponsor in its sole discretion decide is inappropriate or objectionable;
- Entry must NOT contain any content that is protected by copyright (without the express prior written consent of the owner of such right), including any music that is not entirely original to and owned by the entrant or include any recognizable locations or include names and/or descriptions of any copyrighted media production, including, without limitation, films, books, television programming, etc., or identifying descriptions of any media property; and
- Entry must NOT contain any derogatory references to any of the MLS Entities.

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Note: Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Contest if Sponsor views the Entry as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the Entry to be lacking in taste, quality, or to be otherwise objectionable. Sponsor reserves the right to waive the Entry Requirements in its reasonable discretion.

Entrants understand that they are posting their Entry at their sole risk. Sponsor is not responsible for any claims arising from the Entries, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective social media platform's terms and conditions.

JUDGING: A panel of **NASHVILLE SOCCER CLUB** judges will judge all eligible entries received. Eligible entries will be judged on the following basis: **ORIGINALITY (40%), PERFORMANCE (30%), GUITAR SKILL (15%), PERSONALITY (15%)**. On or about **October 3, 2023**, the entrant(s) who submitted the entry with the highest scores based on the criteria stated above, as determined by the judges in their sole discretion, will be the **eight (8)** finalists of the Contest to compete in a live Riff Off event on October 12, 2023. At the live Riff Off event, a new panel of Nashville Soccer Club judges will judge the eight (8) finalists on the same basis listed above. The winner of the live Riff Off event will be the winner of the Contest ([the "Winner"]), subject to verification of eligibility and compliance with the terms of these Official Rules. Sponsor reserves the right to not award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. The decisions of Sponsor are final and binding on all matters relating to this Contest.

REPRESENTATIONS AND WARRANTIES: By entering the Contest, 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. If the entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining and agrees that he or she 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 or territory 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 inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion, including but not limited to any entry that: (i) defames or invades the publicity rights or privacy of any person, living or deceased, or otherwise infringes upon any person's personal or property rights or any other third party rights; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; (iii) is sexually explicit, lewd, or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; (iv) is obscene or offensive; endorses any form of hate or hate group; (v) appears to duplicate any other submitted entries; (vi) contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vii) contains copyrighted materials owned by others (including

photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media), without permission; (viii) excepting those of Sponsor, contains or references any names, products or services of any company or entity, or promotes any brand, product or service of any company or entity; (ix) contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; (x) contains look-alikes of celebrities or other public or private figures, living or dead; (xi) communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate or otherwise contains content which Sponsor in its sole discretion decide is inappropriate or objectionable; and/or; (xii) violates any law, rule or regulation.

PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS: By entering the Contest, 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 video, 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.

PRIZE(S): A total of eight (8) prizes are available to be awarded (each, a "Prize"). The Overall Winner will perform the Guitar Riff at the 10/21 home match and receive one (1) customized Nashville SC jersey, one (1) Gibson Epiphone guitar, one (1) \$100 Nashville SC Team Store gift card, one (1) Nashville SC scarf, two (2) Captains Club tickets for 10/21 home match, one (1) trophy and guitar picks. ARV is \$3,325. The Runner-up will receive one (1) customized Nashville SC jersey, one (1) Nashville SC scarf, two (2) lower bowl tickets for 10/21 home match, one (1) trophy and guitar picks. ARV is \$575. Each of the six (6) Finalists will receive one (1) Nashville SC scarf, one (1) trophy and guitar picks. ARV is \$186 per finalist. Total ARV of all Prizes: **\$4,785**. Transportation to/from stadium is not included and is the sole responsibility of each Winner and Runner-up. Each Winner, Runner-up and Finalist 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. Winner's and Runner-up'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 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, Runner-up and each of 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, Runner-up 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: Each potential finalist must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each Finalist 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 Finalist 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 Finalist may be chosen from among all remaining eligible entries. Each Finalist 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 (collectively, "Prize Claim Documents"). A disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate Finalist, Runner-up or 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 Finalists', Runner-up's 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 Finalist, Runner-up or Winner to be selected from among all remaining eligible entries.

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 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 Contest, and all of their respective officers, directors, employees, agents and representatives (collectively, "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[s] 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 (f) cancellation or postponement of any MLS game, event or exhibition; (g) any travel or activity related to the receipt or use of any Prize. Each Finalist, Runner-up and Winner, by acceptance of Prize, grants to Sponsor, the MLS Entities and each of their respective designees the right to publicize such, Runner-up's and 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: Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. The Contest is a skill contest designed to increase consumer awareness of and interest in NASHVILLE SOCCER CLUB MLS. This Contest may not be used for any form of gambling. In the event that the Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest, 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 Contest or website or attempt to undermine the legitimate operation of the Contest 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 Contest 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 Contest, 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 Contest for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest. In the event of cancellation, Sponsor may elect to identify the Finalists, Runner-up and Winner and award the Prizes 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 CONTEST 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 Finalist, Runner-up or 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 ISP or other organization (such as a business or educational institution) has assigned the e-mail address or social media account for the domain associated

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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 Contest.

WINNERS' LIST: For a list of Finalists (available after October 18, 2023), mail a self-addressed stamped envelope to: **THE THIRD ANNUAL NASHVILLE SC RIFF OFF**

Winners' List 500 Interstate Blvd South Fourth Floor Nashville TN 37210. Winners' list requests must be received by January 3, 2024.

SPONSOR: The Sponsor of this Contest is Nashville Soccer Club LLC, 500 Interstate Blvd S., Nashville, Tennessee 37210