

## Charlotte FC Student-Athlete Ambassador Terms and Conditions

Terms and Conditions. Eligibility. The Charlotte FC Student Athlete Ambassadors promotion (“Promotion”) is open to NCAA student athletes who are currently enrolled in a North Carolina or South Carolina accredited college or university and a member of their college or university NCAA varsity sports team (excluding men’s soccer). Student athletes must have one or more active social media accounts.

To be considered for the Program, go to <https://charlottefootballclub.com/cltfc-student-athletes/> and follow the instructions on the webpage to provide the necessary information required.

At CLTFC’s sole discretion, submitter may be invited to participate in an interview style discussion about the Promotion. Submitter acknowledges that CLTFC has the right to run a background check on any submitter and submitter agrees to provide to CLTFC the necessary information to perform the background check.

CLTFC does not discriminate based on age, race, religion, color, disability, sex, sexual orientation, or national origin.

CLTFC may terminate this Promotion and/or the selection process with any submitter for any reason at its sole discretion.

No Offer of Employment. Participation in the Promotion shall not constitute an offer of employment to submitter. The parties agree nothing contained in this Promotion shall constitute or be deemed to constitute or give rise to a partnership, joint venture, or master and servant, employer and employee, principal and agent, fiduciary, or other relationship that imposes a fiduciary duty between the parties.

Limitation of Liability. CLTFC and each of their affiliates, subsidiaries and agencies (collectively the “Released Parties”) are not responsible for lost, late, misdirected, unintelligible, returned or undelivered submissions, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this promotion or Website, or act in violation of these Terms and Conditions, or act in any manner to threaten or abuse or harass any person, or violate Website’s terms of service, as solely determined by the Sponsor, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this promotion, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access.

Any use of robotic, macro, automatic, programmed or like entry methods will void all such submission, and may subject that submitter to disqualification. Released Parties are not responsible for injury or damage to winners or any other person's computer or property related to or resulting from participating in this promotion. Should any portion of promotion be, in the Sponsor's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this promotion, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the promotion, and randomly select the winner from among all valid submissions received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of a dispute regarding the identity of an entrant, the authorized subscriber of the email address used to enter will be deemed to be the entrant and must comply with these terms and conditions. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning the email address. All materials submitted become the property of CLTFC and will not be returned. Some jurisdictions do not allow the limitation or exclusion of liability for incidental, consequential, or other damages; as a result, the above limitations or exclusions may not apply to you, and the foregoing paragraphs shall not apply to a resident of New Jersey to the extent damages to such New Jersey resident are the result of sponsor's negligent, fraudulent or reckless act(s) or intentional misconduct.

Disputes: This promotion is governed by, and will be construed in accordance with, the laws of the state of North Carolina, and the forum and venue for any dispute shall be in Mecklenburg County, North Carolina. If the controversy or claim is not otherwise resolved through direct discussions, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and procedures or subsequent versions thereof ("AAA rules"). The AAA rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in North Carolina. All proceedings brought pursuant to this paragraph will be conducted in Mecklenburg County, North Carolina. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages or to have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. Submitter agrees that the rights and obligations of any submitter and/or CLTFC and/or any other party shall be resolved individually, without resort to any form of class action. Any demand for arbitration must be filed within one (1) year of the time the cause of action occurred or the cause of action shall be forever barred.