

USL SAN DIEGO 20 PRIZES IN 20 DAYS ONLINE SWEEPSTAKES OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN
A PURCHASE WILL NOT INCREASE CHANCES OF WINNING
NEED NOT BE PRESENT TO WIN

1. DESCRIPTION: This "USL San Diego 20 Prizes in 20 Days Online Sweepstakes" (the "**Promotion**") provides an opportunity for eligible entrants who comply with these Official Rules (each, a "**Participant**") to win a prize through a random drawing conducted by USL San Diego, LLC, a Delaware limited liability company, dba "USL San Diego." ("**USLSD**") The entry period for the Promotion begins at 12:00 AM (California time) on September 23, 2019, and ends at 11:59 PM (California time) on October 12, 2019 (the "**Entry Period**").
2. ADMINISTRATOR: The Promotion is being administered by USLSD, whose address is 12264 El Camino Real, Suite 201, San Diego, CA, 92130.
3. AGREEMENT TO OFFICIAL RULES: Participation in the Promotion constitutes an entrant's: (a) full and unconditional acceptance of, and agreement to be bound by, these Official Rules and the decisions of USLSD in relation to the interpretation and application of the same; and (b) unconditional and irrevocable waiver of any right to claim ambiguity in regard to the Promotion mechanics, and/or the interpretation of these Official Rules. Receiving a Promotion prize is contingent upon fulfilling, as determined by USLSD, all requirements set forth herein.
4. ELIGIBILITY: To participate in the Promotion, you must be a legal resident of the State of California, have a primary residence located within 100 miles of any border of San Diego County, be at least 18 years of age at time of entry, and have a valid e-mail address and Internet access as of the time of entry. Employees, officers, directors, members, and managers of USLSD , the USL Entities (defined below), the MLS Entities (defined below), and each of their respective parents, subsidiaries, affiliated companies, successors, advertising agencies and promotional companies involved in this promotion, as well as immediate family members of same (including spouses, grandparents, parents, siblings, children, grandchildren, regardless of where they reside, and members of the same household, whether or not related), shall be ineligible to participate in the Promotion and shall be ineligible for any prize covered herein. As used herein: (a)"**USL Entities**" means United Soccer Leagues, a Georgia limited liability company ("**USL**"), and each USL club that participates in its "USL Championship" outdoor men's professional soccer league; and (b) "**MLS Entities**" means Major League Soccer, LLC, a Delaware limited liability company, and each MLS club that participates in its "Major League Soccer" outdoor men's professional soccer league. The Promotion is void outside the State of California and where prohibited.
5. HOW TO ENTER: During the Entry Period, visit the USLSD official fan site (the "**Website**") at www.USLSanDiego.com, click on the banners, buttons, tabs and/or links to access the online registration form, and press the applicable button to submit (the "**Entry**"). By submitting your complete name, date of birth, address, city, state, zip code, telephone number, e-mail address, and answers to the designated questions (if any) to USLSD via the online entry form, you will be automatically entered in the Promotion.

Limit of one (1) entry per person during the Entry Period will be accepted. Subsequent attempts made by the same individual to submit multiple Entries by using multiple or false contact information or otherwise may be disqualified. Incomplete Entries are void. Each entrant to the Promotion will be given the option to receive commercial e-mails from USLSD; however,

eligibility to participate in the Promotion is not dependent upon the entrant's consent to receive such e-mails. Entries made by any individual or entity that is not the person named on the submitted Entry, or made in any manner inconsistent with these Official Rules, will be declared invalid and disqualified from this Promotion. In the event of a dispute, Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the exclusive property of USLSD and will not be acknowledged or returned. USLSD will have no responsibility for lost, late, unintelligible, forged, or misdirected Entries.

6. WINNER SELECTION: A Prize winner will be selected each day during the Entry Period in a random drawing from among all eligible Entries received. The drawing will be conducted by a USLSD representative, whose decision shall be final. Odds of winning depend upon the number of Eligible Entries received as of the occurrence of each drawing. All prizes will be awarded throughout the Entry Period, and USLSD will notify and/or announce a Prize winner daily during the Entry Period.

7. PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS: By entering the Promotion, each entrant agrees to grant permission for USLSD and the USL Entities to publish or publicize all or part of the Entry, including but not limited to such entrant's name, address (city and state of residence), and prize information, as well as such entrant's photograph, voice and/or other likeness, in whole or in part, and to edit and make derivative works of any of the foregoing, for advertising, promotional and trade purposes in conjunction with this and other USLSD promotions (or other commercial uses) in any and all media now known or hereafter developed, throughout the world, in perpetuity, without notice or permission, and without further compensation or consideration, except where prohibited by applicable law. Entrants also agree that USLSD may post any photograph of the entrant, including the entrant's name, on the Website, other websites it operates or controls, and/or its web pages on third-party sites.

8. PRIZE:

Twenty (20) prizes (one prize for each day of the Entry Period) will be awarded in this Promotion. The Participant who is selected in a random drawing conducted by a USLSD representative pursuant to Section 6 above will be the prize winner for each such day. Such winner will receive a prize (each, a "**Prize**") selected by USLSD in its sole discretion from among those that USLSD will post on the Website, which Prize may consist of, among others, an autographed soccer ball, USL San Diego t-shirt, gift certificate and merchandise, USLSD game tickets and a USLSD VIP experience. The approximate retail value ("**ARV**") of a Prize will vary based on the particular Prize selected, and it may range in value from \$25 to \$800 USD.

If and as applicable to any given Prize, all details relating to such Prize (such as, by way of example only, the exact seat location for an admission ticket, the particular selection of a food item, or the amount of any gift certificate) will be determined by or on behalf of USLSD in its sole discretion. All costs and expenses not expressly specified herein related to any portion of a Prize, including but not limited to, transportation costs, Federal, State or local taxes (including income taxes), and other expenses incurred by accepting such Prize are the sole responsibility of its winner. No transfer, substitution or cash value equivalent for all or any portion of the Prize is available, except in the sole discretion of USLSD.

If USLSD determines at any time, in its sole discretion, that a Prize winner or potential Prize winner is disqualified, ineligible, or in violation of these Official Rules, USLSD reserves the right to disqualify that winner or potential winner, even if the disqualified Prize winner or potential Prize winner may have been notified or displayed or announced anywhere.

Two (2) attempts will be made to notify the potential winner of each Prize. Each potential Prize winner will have up to 48 hours from notification to accept the Prize via email and return all Winner Release Documents (defined below) to USLSD. USLSD is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify Prize winners. If a potential Prize winner cannot be reached, or if he/she is found to be ineligible, or if he/she cannot or does not otherwise comply with these Official Rules, an alternate Prize winner will be selected. As a condition of being awarded any Prize, the Prize winner will, upon the request of USLSD, be required to sign and deliver to USLSD an Affidavit of Eligibility and Release of Liability (the "**Winner Release Documents**"), which must be completed, notarized and returned within two (2) days of receipt. A disqualification will result if the Winner Release Documents are not properly returned within the specified period of time. Refusal or return of the Winner Release Documents as non-deliverable will also result in disqualification. Except where prohibited by law, the Prize winner also must consent pursuant to the Winner Release Documents to the use, without further compensation, of his or her name, voice, picture or other likeness for promotional purposes as determined by USLSD in its sole and absolute discretion.

EACH PRIZE AND EVERY PORTION THEREOF IS AWARDED AS IS AND WITHOUT WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

9. GENERAL TERMS; LIMITATIONS OF LIABILITY; INDEMNIFICATION: By participating in the Promotion, each entrant agrees to the fullest extent permitted by applicable law:

- (a) to waive and relinquish any rights he or she has to sue USLSD or any of the other Indemnified Parties (as defined below) as part of a class;
- (b) that under no circumstances will any entrant be entitled to, and, therefore, expressly waives, relinquishes and agrees to have no claim to, any punitive, multiple, incidental or consequential damages of any type or nature, including but not limited to, attorneys' fees and costs (including, without limitation, court and expert costs);
- (c) that such entrant's damages are limited to his or her actual out of pocket expenses or losses;
- (d) to indemnify, defend, and hold harmless each of the Indemnified Parties (defined below) from and against any and all claims, demands, causes of action, actions, suits, liabilities, losses, judgments, damages, penalties, costs or expenses (including reasonable attorneys' fees and costs), that result from, arise out of, or otherwise in any way relate to any personal injury, bodily injury (including without limitation wrongful death or disability), property damage, or loss or damage of any other kind arising in whole or in part, directly or indirectly, from delivery, non-delivery, acceptance, possession, use of all or any portion of the applicable Prize, or from participation in the Promotion, or any Promotion-related activity, to or by such entrant;

(e) that none of the Indemnified Parties shall have any responsibility or liability for any typographical or other error in the printing of this offer, administration of the Promotion or in the announcement of prizes, which matters include, without limitation (i) any lost, late, stolen, garbled, delayed, undelivered, or misdirected entries, (ii) any incorrect, inaccurate or incomplete entry information whether caused by an entrant, equipment, or technical malfunction or for any human error, technical error or malfunctions, and (iii) errors in advertising, the Official Rules, the selection of prize winners or the distribution of the prizes. Without limiting the foregoing, each entrant further acknowledges and agrees that none of the Indemnified Parties shall have any responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, and that none of the Indemnified Parties shall have any responsibility or liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to such entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Promotion.

(f) that in the event USLSD is prevented from continuing with this Promotion, or the integrity, security and/or feasibility of the Promotion is undermined by any event or occurrence, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within USLSD's control (each a "**Force Majeure**" event or occurrence), USLSD shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Promotion without further obligation (and, if and as applicable, to disqualify any entrant who tampers with the entry process) and, if so, that USLSD shall have the right (which hereby expressly is reserved by USLSD), but not the obligation, to award applicable Prizes from among all valid and eligible entries received up to the time of such Force Majeure event;

(g) that the Promotion is designed to increase consumer awareness of and interest in minor league soccer, and that the Promotion may not be used for any form of gambling; and

(h) that USLSD reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.

As used herein, "**Indemnified Parties**" means USLSD, the USL Entities, as well as their respective parents, subsidiaries, and other affiliated companies, and each of their respective trustees, directors, officers, shareholders, general and limited partners, members, managers, employees, agents and contractors (including, without limitation, sponsors).

10. WINNER LIST: For a listing of the Prize winners, please send a self-addressed stamped envelope to: USL San Diego, LLC, 12264 El Camino Real, Suite 201, San Diego, CA, 92130. Requests must be received by October 31, 2020.

11. APPLICABLE LAW; JURISDICTION: This Promotion is subject to all applicable laws. This Promotion and these Official Rules will be governed by the internal laws of the State of California, without regard to any conflict of laws doctrine. The Superior Court of the State of California in and for the County of San Diego, and its associated appellate courts, will be the

exclusive jurisdiction and venue for any dispute arising out of or relating to this Promotion or these Official Rules.