

SeatGeek®

## All-Star Experience Sweepstakes

### OFFICIAL RULES

**THESE OFFICIAL RULES ARE A CONTRACT—READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES A RELEASE AND LICENSE FROM YOU, AND A LIMITATION OF CERTAIN OF YOUR RIGHTS AND REMEDIES.**

**NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE ODDS OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.**

**1. Promotion and Sponsor.** Participation in the SeatGeek All-Star Experience Sweepstakes promotion (the “Promotion”) constitutes Entrant’s (as defined below) full and unconditional agreement to these Official Rules. Entrant is free to disclaim any prize and status as Entrant, and as a result will not be eligible to receive any prize. The Promotion is sponsored and administered by SeatGeek, Inc., 902 Broadway, Floor 10, New York, New York 10010 (“Sponsor”). For the avoidance of doubt, the MLS Entities (defined below) and their affiliated entities are not involved in or responsible for the execution of the Promotion. All decisions related to and interpretation of these Official Rules by Sponsor are final and binding. While this Promotion may be publicized on social media websites, such websites are not affiliated with Sponsor or this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, TikTok or any other third-party website or application that might host content where information about this Promotion is published (collectively “Content Hosts”).

**2. Promotion Period.** The Promotion begins at **12:01 a.m. EDT on July 11, 2022**, and ends at **11:59 p.m. EDT on July 31, 2022** (the “Promotion Period”). Only entries submitted and received during the Promotion Period will be accepted. Sponsor is the official timekeeper of this Promotion.

**3. Eligibility.** The Promotion is open only to individuals that are legal residents of one of the 48 contiguous United States (excluding Alaska and Hawaii) (“Territory”), age 18 or older. Employees or agents of Sponsor, Major League Soccer, L.L.C. (“MLS”) and Soccer United Marketing, LLC (“SUM”) (MLS and SUM are collectively referred to as “MLS Entities”) or their respective parent or affiliate companies, vendors, suppliers, agencies, consultants, subcontractors or legal counsel, as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each such respective employee or agent, are not eligible. Legal entities are not eligible to enter. Eligibility is contingent upon agreement to, compliance with, and fulfillment of all requirements of these Official Rules. The Promotion 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.

**4. How to Enter.** NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE ODDS OF WINNING. There is one method of entry. No other method(s) of entry will be accepted. By participating in the Promotion in any way you will become an “Entrant” (“Entrant”). Each Entrant who enters using the below method of entry will receive one entry in the Promotion. Limit one eligible entry per person, using only one social channel account, regardless of Instagram or Facebook page visited to enter.

**Entry Form:** During the Promotion Period, you will automatically become an Entrant and receive one entry in the Promotion by accessing the Promotion entry form linked from Sponsor’s Instagram account (@seatgeek) and Facebook page (@SeatGeek), and competing and submitting the form with the required information (including your full name, phone number, state of residence, zip code and email address).

**5. Conditions of Entry.** Entries not legitimately submitted in accordance with these Official Rules are void. Only qualified entries received by Sponsor during the Promotion Period are eligible for participation. Entrants may also be required to provide the following information to be eligible for a Promotion prize: first, middle and last name, month, day and year of birth, email address, complete mailing address and phone number (collectively, “Personal Information”). All requested Personal Information must be provided to participate in the Promotion and to be eligible to win a prize. Unintelligible entries; entries with incomplete, invalid or incorrect information; and entries that are counterfeit or tampered with in any way will be disqualified. Entries that are late, lost, damaged, misdirected, stolen or not delivered will be disqualified. Sponsor is not responsible if a potential winner does not receive a prize because incomplete, invalid or incorrect information was provided during the Promotion. Proof of sent entry or entry receipt (such as a copy of a “thank you” message) does not constitute proof of actual receipt of entry by Sponsor.

Participation must be by Entrant. Participation by any other individual or entity, or originating at any other website or email address, including without limitation, commercial promotion entering and subscription notification service sites, is invalid and will be disqualified. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple email addresses, phone numbers, identities, registrations or logins; entries through a sweepstakes club or similar entity; or any other unauthorized method of entry will void all of Entrant’s entries and Entrant will be disqualified from the entire Promotion. Submitting mass entries or entries generated by an automated program, script or macro, or the use of any other similar device, program or method to enter this Promotion is prohibited and will result in disqualification.

In the event of a dispute as to the identity of Entrant, the authorized account holder of the email address submitted on the entry form will be deemed to be Entrant. A potential winner may be required to show proof of being the authorized account holder. The “authorized account holder” of an email address is the natural person assigned to that email address by any organization responsible for assigning accounts to that email address. If the identity of the individual who actually participated in the Promotion cannot be resolved to Sponsor’s satisfaction, the affected individual’s entry will be deemed ineligible.

Sponsor may, in its sole discretion, disqualify any individual it finds to be in violation of these Official Rules, tampering with the entry process or the operation of the Promotion (including without limitation, tampering with websites, email addresses or phone numbers), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation of the Promotion may be a violation of criminal or civil law, and Sponsor may seek damages as permitted by law from any person it finds to have made such an attempt.

**6. Prize.** There is one prize available to be won. The approximate retail value (“ARV”) of the prize is four thousand five hundred forty dollars (\$4,540). The prize consists of a trip on Sponsor-selected dates on or about August 7, 2022, to August 10, 2022, to Minneapolis, Minnesota. The prize trip consists solely of the following for use by the winner and one guest: two adult, round-trip, economy class airfare tickets from a major airport near the winner’s residence in the contiguous United States, as selected by Sponsor in its sole discretion, to a major airport in or near Minneapolis, Minnesota; standard, double-occupancy accommodations for four nights at a Sponsor-selected hotel in or near Minneapolis, Minnesota; two general admission tickets to the MLS All-

Star Concert currently scheduled for August 8, 2022; two general admission tickets to the MLS All-Star Skills Challenge currently scheduled for August 9, 2022; two general admission tickets to the MLS All-Star Game currently scheduled for August 10, 2022; two Allianz Field Stadium Tour passes; two standard parking passes to events at Allianz Field Stadium; MLS gift shop merchandise credit in the amount of \$250; and one gift card preloaded in the amount of \$500. In the event the winner lives in, or in close proximity to, Minneapolis, Minnesota, as determined in Sponsor's sole discretion, Sponsor will substitute airfare with round-trip ground transportation for two adults, and any difference in prize value will not be awarded to the winner.

The winner's guest must be a legal resident of one of the 48 contiguous United States (excluding Alaska and Hawaii), age 18 or older. Actual value of prize may vary based on dates of travel or accommodation. All additional costs, including without limitation, ground transportation to and from the airports, transportation to and from the game or events, passenger tariffs/duties, surcharges, fees, gratuities, taxes and other personal charges not specifically described as part of the prize above are not included in the prize. Travel arrangements subject to availability and restrictions may apply. No compensation or substitution will be provided for any difference in prize value. Sponsor is not responsible for any cancellations, delays, postponements, diversions, substitutions, changes in service or accommodations, or any other act, omission, or result thereof, caused by any third party. All prizes must be accepted as awarded without substitution and are not, in whole or in part, assignable, transferable or available for resale. Prizes have no cash surrender value, except where required by law. Released Parties have made no warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, any warranty, representation or guarantee regarding any prize's quality or fitness for a particular purpose. Prizes are subject to availability and Sponsor may substitute a prize (or a component of a prize) with another prize or component of equal or greater value if the prize is not available for any reason, as determined in Sponsor's sole discretion. Other prize substitution options are available where required by law. Federal, state and local taxes and all other costs and expenses associated with acceptance and use of any prize not specified as being awarded are the winner's sole responsibility. Prize specific terms and conditions apply. If the winner or the winner's guest elects not to partake in any portion of the prize, any remainder of the prize that is unused will be forfeited and will not be subject to additional compensation. The winner and guest must have no restrictions on the ability to travel and fully participate in the prize. The winner and guest are responsible for obtaining proper documentation prior to travel. Sponsor is not responsible if the winner or guest is denied entry into, or removed from, any aircraft, hotel or event venue. In such situation, the winner and/or guest will be responsible for all additional costs incurred. The winner and guest must obey all hotel, airport and event venue rules and requirements, including without limitation, the requirement to present photo identification and a major credit card upon arrival. Failure to do so may result in non-admission to, or removal from the hotel, airplane or event venue, and forfeiture of all or part of the prize.

If any prize event or component is cancelled or otherwise does not occur for any reason whatsoever, the portion of the prize associated with that event or component will not be awarded, and any prize or value already awarded in connection with that event will be forfeited and no additional compensation will be provided to the winner or the winner's guest. If any prize event or component thereof is rescheduled or postponed, the portion of the prize associated with that event or component thereof will be awarded for the rescheduled date.

Any prize details not specified in these Official Rules will be determined by Sponsor in its sole discretion. If any potential winner is disqualified, not eligible, or for any other reason cannot accept the prize as stated, then

Sponsor may randomly select a new potential winner from the remaining pool of eligible Entrants. Where legal, the winner and guest may be required to submit, without alteration and in the form provided by Sponsor, a completed and signed Affidavit of Eligibility and Liability & Publicity Release (the "Release"), along with a properly completed U.S. Department of the Treasury Internal Revenue Service Form W-9, within the required time period communicated in the Release to be eligible to receive or participate in any prize. The winner may be issued a U.S. Department of the Treasury Internal Revenue Service Form 1099 and related tax forms for the actual value of the prize.

Only one prize will be awarded. In the event that any error or discrepancy causes more than the stated number of prizes as set forth in these Official Rules to be promoted, noticed or claimed, Sponsor may award only the stated number of prizes in accordance with Section 7 below (if such process has not already taken place at the time such error or discrepancy is discovered), or by conducting a random drawing from among all legitimate, unawarded, eligible prize claims received by Sponsor within 30 days of the end of the Promotion Period as a result of the process set forth in Section 7 below.

**7. Winner Determination and Verification.** The process leading to the random selection of the potential prize winner is within the sole discretion of Sponsor. Within a reasonable time after the end of the Promotion Period, one potential winner will be randomly drawn from the pool of all eligible entries received during the Promotion Period.

Potential winners and the winner's guest are each subject to eligibility verification by Sponsor on an ongoing basis. **An Entrant is not a winner of any prize, even if notified of being a potential winner, unless and until Entrant's eligibility is verified to Sponsor's satisfaction.** To be verified as eligible to receive a prize, each potential winner and the winner's guest must fulfill all requirements and continue to comply with all terms and conditions of these Official Rules, and not be disqualified for any reason. Each potential winner will be notified by email (subject to Sponsor's discretion). If a potential winner cannot be contacted using the information provided, or fails to respond to Sponsor's attempt to notify them of selection within two business days; if any prize or notification is returned as undeliverable or yields an error or undeliverable message (regardless of whether the message is ultimately delivered to the recipient); if a potential winner fails to sign and return the Release or any other required documentation or fails to comply with these Official Rules; if a potential winner is unable or unwilling to accept the prize or any portion as stated; or if a potential winner cannot be verified as eligible for any reason at any time before, during or after the Promotion Period, then that potential winner is disqualified and forfeits the prize, and an alternate potential winner will be randomly selected from among the remaining eligible entries. If Sponsor is unable to verify the winner's guest's eligibility, or if the winner's guest fails to sign and return the Release or any other required documentation, or fails to comply with these Official Rules, the winner will be required to select a different guest or forfeit the guest's portion of the prize.

In the event that an Entrant or potential winner is disqualified or fails to claim a prize for any reason, the process set forth above will be repeated until all prizes are awarded, or until two attempts have been made to award each prize and each attempt has failed. EXCEPT AS REQUIRED BY LAW, IF THE PRIZE REMAINS UNAWARDED FOR ANY REASON AFTER THREE ATTEMPTS, THE PRIZE WILL NOT BE AWARDED IN THIS PROMOTION. If any winner is awarded and claims a prize, a winners list may be obtained by printing the requestor's name and complete mailing address on a 3x5" postcard and mailing it to SeatGeek, Inc., Attn: All-Star Experience Sweepstakes Winners List, 902 Broadway, Floor 10, New York, New York 10010. Limit one request per person, per household. Requests must be received within six months of the end of the Promotion Period.

**Odds of winning a prize in this Promotion depend on the number of eligible entries received.**

**8. Limitations of Liability.** By entering or participating in this Promotion or any prize in any way, each Entrant, winner, and winner's guest agrees to be bound by these Official Rules and agrees to indemnify, defend (regardless of ultimate liability), and hold harmless, and thereby does release and discharge Sponsor, MLS Entities, and Content Hosts, and each of their respective parent and affiliate companies, vendors, suppliers, agencies, consultants, subcontractors and legal counsel, and each of their respective parent companies and each such company's officers, directors, employees and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such individual (collectively, the "Released Parties") from and against all loss, liability, damage, injury, claim or cause of action related in any way whatsoever to this Promotion, these Official Rules, or the rights, consents and licenses granted to Sponsor under these Official Rules, including without limitation, violation of any agreement or obligation; infringement of any right of publicity or intellectual property; threatened or actual injury, loss or damage to any person, including sickness, disease, death and disability; defamation or portrayal in a false light (intentional and unintentional); invasion of privacy; and damage to or loss of property, arising out of such Entrant's, or the winner's guest's, participation in the Promotion or receipt, use, non-use or misuse of any prize. To the maximum extent allowed by law, in no event will Released Parties be responsible for any damages or losses of any kind, including indirect, incidental, consequential or punitive damages arising out of this Promotion. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check local laws for restrictions regarding these limitations or exclusions.

Entrants waive any right to claim ambiguity in these Official Rules. The Released Parties are not responsible for: (a) technical failures of any kind; (b) incorrect information, whether caused by Entrants, any internet or email service provider, any promotional or advertising agency, printing or computing errors, or by any of the equipment or programming associated with the Promotion; (c) unauthorized human intervention in any part of the entry process or the Promotion; (d) technical or human error that may occur in the administration of the Promotion, the processing of entries or the announcement of any potential winner or prize; (e) any injury or damage to persons or property, including without limitation, computers, phones and tablets, that may be caused, directly or indirectly, in whole or in part, by Entrant's participation in the Promotion or access to the Promotion materials; (f) the receipt, use or misuse of any prize; or (g) any other errors in any materials, information or announcements associated with the Promotion. If for any reason an Entrant's entry is confirmed by Sponsor to have been erroneously deleted, lost or otherwise destroyed or corrupted by Sponsor, Entrant's sole remedy is another entry in the Promotion, subject to availability and provided that the Promotion Period has not then expired.

EACH ENTRANT, WINNER AND GUEST WAIVES CALIFORNIA CIVIL CODE § 1542 (AND ALL SIMILAR LAWS OF ANY STATE OF THE UNITED STATES), WHICH READS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." EACH ENTRANT, WINNER AND GUEST REPRESENTS AND WARRANTS FULL UNDERSTANDING OF, AND ACKNOWLEDGES THE SIGNIFICANCE AND CONSEQUENCE OF, WAIVER OF CALIFORNIA CIVIL CODE § 1542 (AND ALL SIMILAR LAWS OF ANY STATE OF THE UNITED STATES).

**9. LICENSES FROM ENTRANT AND GUEST.** To the extent allowed by law, participation in the Promotion in any way constitutes each Entrant's, the winner's, and the winner's guest's consent for, and grant of a non-exclusive, sub-licensable and assignable license to Sponsor to record, publish, post, display and otherwise exploit such

Entrant's, the winner's, and the winner's guest's name, social media handles, likeness, image, voice, aural and visual performance (together or independently), statements and hometown, regardless of whether altered, distorted or used alone or with other material, in Sponsor's sole discretion, for commercial, promotional, marketing and trade purposes in any medium now known or later discovered, worldwide and in perpetuity, without review or approval, and without further notice, payment or consideration of any kind.

All rights, consents and licenses granted to Sponsor under these Official Rules or the Release will survive the termination of this Promotion. Such consents and licenses may only be revoked in writing, and the mere ending of this Promotion is not sufficient to revoke such consents or licenses.

**10. Right to Modify or Cancel.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event any provision is found invalid or unenforceable, these Official Rules will otherwise remain in effect in accordance with their terms as if the invalid or unenforceable provision was never included. Sponsor's failure to enforce any provision of these Official Rules does not constitute a waiver of that provision.

To the extent permitted by law, Sponsor may cancel, suspend or modify the Promotion or any part of it, in any way, if Sponsor determines in its sole discretion that the Promotion is not capable of executing as Sponsor intended, or that any error, omission, fraud, technical failure, tampering, computer virus or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs or may impair Sponsor's ability to properly conduct the Promotion. In such event, Sponsor may, but is not obligated to, award any applicable prize by conducting a random drawing from among the eligible entries received up to the time of the cancellation, suspension or modification of the Promotion. Inclusion in such random drawing is Entrant's exclusive remedy under such circumstances.

In the event of an inconsistency between these Official Rules and any information contained in any Promotion-related materials, including without limitation, a Promotion entry form or any point-of-sale, radio, television, print or online advertising, these Official Rules will prevail and govern.

**11. Disputes; CLASS ACTION WAIVER.** Except where prohibited by law, Entrant agrees that: (a) all disputes, claims and causes of action arising out of or related to this Promotion or any prize will be resolved individually, without any form of class action, and Entrant consents to the personal jurisdiction of the appropriate federal or state court located in New York County, New York for such purpose; and (b) all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. The Promotion and these Official Rules are governed by and will be construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of laws rules that would cause the application of the laws of any other jurisdiction.

**12. Privacy.** By entering this Promotion, Entrant agrees to Sponsor's manner of collection, use, retention and disclosure of Entrant's Personal Information submitted or obtained in connection with the Promotion. Personal Information collected from Entrant and winner's guest are subject to Sponsor's privacy policy, which can be found at [SeatGeek.com/Privacy](http://SeatGeek.com/Privacy), and may additionally be disclosed by Sponsor to promotional partners including MLS Entities, and otherwise in connection with a public list of Promotion winners, or pursuant to any license granted to Sponsor by Entrant under these Official Rules or the Release.