

**“SYCUAN SOCCER KICK” SWEEPSTAKES & CONTEST OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN
A PURCHASE WILL NOT INCREASE CHANCES OF WINNING
NEED NOT BE PRESENT TO ENTER
PRESENCE AT SAN DIEGO LOYAL SC VS. NEW MEXICO UNITED SOCCER MATCH
AT TORERO STADIUM IN SAN DIEGO ON OCTOBER 9, 2022 IS NECESSARY TO WIN**

1. DESCRIPTION: This “Sycuan Soccer Kick” Sweepstakes & Contest (the “**Promotion**”) provides an opportunity for eligible entrants who comply with these Official Rules (each, a “**Participant**”) to win a prize by being selected in a random drawing conducted by or on behalf of San Diego Loyal Soccer Club, LLC, a Delaware limited liability company (“**SDLSC**”) and successfully kicking a soccer ball on the fly through an opening in a fixed target placed by SDLSC on the playing field during an intermission in the above-referenced soccer match. The entry period for the Promotion begins at 12:01 AM (California time) on September 18, 2022 and ends at 11:59 PM (California time) on October 8, 2022 (the “**Entry Period**”).

2. ADMINISTRATOR: The Promotion is being administered by SDLSC, whose address is 655 Camino de la Reina, San Diego, California, 92108.

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 SDLSC 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 SDLSC, 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 25 miles of the northern or eastern 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. The Promotion is void outside the State of California and where prohibited. The following shall be ineligible to participate in the Promotion and shall be ineligible for any prize referenced herein:

(a) current or former professional or semi-professional soccer players or coaches who have played or coached at that level anywhere in the world;

(b) current or former college or Olympic soccer players or coaches who have played or coached at that level anywhere in the world;

(c) current or former high school soccer players or coaches who have played or coached at that level anywhere in the world within the past five (5) years; and

(d) current or former employees, officers, directors, members, and managers of SDLSC, SDLSC Personnel Group, LLC, the USL Entities (defined below), and the MLS Entities (defined below), and each of their respective parents, subsidiaries, affiliated companies, successors, advertising agencies and marketing contractors 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). As used herein: (i) “**USL Entities**” means United Soccer Leagues, a Georgia limited liability company (“**USL**”), and each USL club that

participates in its “USL” outdoor men’s professional soccer league; and (ii) "**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.

5. HOW TO ENTER: During the Entry Period, visit the San Diego Loyal SC official Fan website (the “**Website**”) at <https://www.SDLoyal.com>, click on the banners, buttons, tabs and/or links to access the online entry page and form, complete the online entry form in its entirety, and press the applicable button to submit (the “**Entry**”). By submitting your complete name, date of birth, street address, city, state, zip code, telephone number, and email address (collectively, “**Personal Data**”), and answers to the designated questions, if any, to SDLSC via the online entry form, you automatically will be 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. By submitting your details on entry to the Promotion you agree that from time to time, our partners (including the team), sponsors or associated companies may contact you with information regarding relevant goods and/or services we feel may be of interest to you. By submitting Personal Data as part of an Entry, each entrant acknowledges and agrees that, from time to time, SDLSC may contact such entrant with information regarding SDLSC and its and/or its sponsors or other contractors’ goods and/or services; provided, however, that eligibility to participate in the Promotion is not dependent upon the entrant’s consent to receive such communications, and, any entrant who prefers not to receive the same should notify SDLSC accordingly at its address as described in Section 10 below. 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. Entries made by any other 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. All entries become the exclusive property of SDLSC and will not be acknowledged or returned. SDLSC will have no responsibility for lost, late, unintelligible or misdirected entries.

6. WINNER SELECTION: The Prize winner will be determined in two stages, and a Participant must succeed at both stages in order to be chosen as the winner:

(a) Random Drawing: In the first stage of the Promotion, three (3) Participants will be selected in a random drawing from among all eligible Entries received. The drawing will be conducted following the expiration of the Entry Period by a SDLSC representative, whose decision shall be final. Odds of selection depend upon the number of eligible Entries received. On or about October 7-8, 2022, SDLSC will notify the Participants selected. Two (2) attempts will be made to notify each selected Participant by email or telephone. Such selected Participant will have up to **Eight (8) hours** from notification to acknowledge his or her selection, confirm that such Participant physically will appear and attempt a kick as described in Section 6(b) below, and to return all applicable Winner Release Documents (defined below) to SDLSC. SDLSC is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify selected Participants. If a selected Participant 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 Participant will be selected. As a condition of attempting a kick as described in Section 6(b) below and being awarded a Prize, each Participant, upon the request of SDLSC, must sign and deliver to SDLSC an Affidavit of Eligibility and Release of Liability provided by SDLSC (the "**Potential Winner Release Documents**"). A disqualification will result if the Potential Winner

Release Documents are not properly returned within the specified period of time. Refusal or return of the Potential Winner Release Documents as non-deliverable will also result in disqualification. Except where and to the extent prohibited by applicable law, the Participant also must expressly reaffirm pursuant to the Potential Winner Release Documents such Participant's consent to the use, without further compensation, of his or her photograph and/or other likeness, video images, and voice name, voice, picture or other likeness as and to the extent described in Section 7 below; and

(b) Successful Kick: In the second stage of the Promotion, each of the three (3) Participants selected in a random drawing conducted pursuant to Section 6(a) above will be permitted entry onto the playing field of Torero Stadium located on the campus of the University of San Diego in San Diego, California (5998 Alcalá Park, San Diego, California, 92110) during the halftime intermission of the San Diego Loyal SC vs. New Mexico United soccer match on October 9, 2022 (Kickoff is scheduled for 3:00 p.m.(California time); in the event that any Participant selected under Section 6(a) above does not possess an admission ticket to such soccer match, SDLSC will grant to such Participant, free of charge, access to the stadium and playing field for such purpose) to make one (1) attempt at kicking, in accordance with USL rules, a soccer ball provided by SDLSC on the fly through an opening in a fixed target placed by SDLSC on the playing field in a location determined by SDLSC. If SDLSC in its sole discretion determines that the soccer ball so kicked by the Participant traverses entirely through the hole in such fixed target, such Participant shall be deemed a Prize winner. The soccer ball, design, size, and height of the fixed target, design, size and height of the opening in the fixed target, distance of the fixed target from the demarcation line from which a kick attempt must be initiated, and all other parameters for a kick attempt shall be determined by SDLSC in its sole and absolute discretion. A selected Participant shall not be permitted, and shall not take, any practice, warm-up, or qualifying kicks in advance of making a kick attempt. No part of a selected Participant's body or clothing may come in contact with the line of demarcation from which a kick attempt must be initiated prior to kicking the ball; any such contact shall be considered a foul and the kick attempt shall be deemed to have been missed.

7. PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS: By submitting an Entry, each entrant agrees to grant permission for SDLSC 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 and/or other likeness, video images, and voice, 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 promotion 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 and to the extent prohibited by applicable law. Entrants also agree that SDLSC and/or the USL Entities may post any photograph or video image of the entrant, including the entrant's name, on the Website, other websites it operates or controls, web pages on third-party sites, and social media accounts.

8. PRIZE: One prize will be awarded in this Promotion to each Participant, if any, who succeeds at both stages referenced in Section 6(a) and 6(b) of these Official Rules. Any such Participant will be a prize winner, and such prize winner will receive a prize consisting of immediately available funds in the gross amount of Twenty-Five Thousand Dollars (\$25,000.00).

The approximate retail value ("ARV") of each Prize is Twenty-Five Thousand Dollars (\$25,000.00).

All Prize details (such as, by way of example only, the manner of payment) will be determined by or on behalf of SDLSC in its sole discretion. All costs and expenses not expressly specified herein related to the Prize, including but not limited to, Federal, State or local taxes (including, without limitation, income taxes), and other expenses, if any, incurred by accepting such Prize are the sole responsibility of its winner. No transfer, substitution or value equivalent for all or any portion of the Prize will be made available without the express written consent of SDLSC, which consent may be granted or withheld by SDLSC in its sole and absolute discretion.

PRIZES ARE 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 SDLSC or any of the other Indemnified Parties (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, if applicable, are limited to his or her actual out of pocket expenses or losses directly and materially related to the completion of such entrant's entry into the Promotion and/or acceptance of the prize;

(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 a 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 SDLSC 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 or pandemic, earthquake, explosion, labor dispute or strike, weather, act of God or public enemy, satellite or equipment failure, riot or civil disturbance or unrest, war (declared or undeclared), terrorist threat or activity, any federal, state or local government law, order, regulation, or recommendation, order of any court or jurisdiction, or other cause not reasonably within SDLSC's control (each a "**Force Majeure**" event or occurrence), SDLSC 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 SDLSC shall have the right (which hereby expressly is reserved by SDLSC), 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 the sport of soccer, and that the Promotion may not be used for any form of gambling; and

(h) that SDLSC 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 SDLSC, SDLSC Personnel Group, LLC, and the USL Entities, as well as their respective parents, subsidiaries, other affiliated companies, and contractors (including, without limitation, sponsors), and each of their respective trustees, directors, officers, shareholders, general and limited partners, members, managers, employees, and agents.

10. **WINNERS LIST:** For a list of the prize winners, please send a self-addressed stamped envelope to: San Diego Loyal Soccer Club, LLC, 655 Camino De La Reina, San Diego, California, 92108, Attention: Nick Maranda, or to such other address as SDLSC from time to time may designate in writing. Requests must be received by October 9, 2023.

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.