FC CINCINNATI “DUNKIN’ GAME DAY RACE”
SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.

ELIGIBILITY: The FC Cincinnati “Dunkin’ Game Day Race” Sweepstakes (the “Sweepstakes”) is open to legal residents who live within (a) a seventy-five (75) mile radius of Nippert Stadium in Cincinnati, Ohio and (b) the Designated Market Areas (as defined by Nielsen Media Research Company (or any other entity selected by MLS in its reasonable discretion whose market definitions are commonly used in the media industry)) of Lexington, Kentucky, Louisville, Kentucky and Indianapolis, Indiana (the “Territory”) who are of legal age of majority in the jurisdiction in which they reside (and at least 18 years old) 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 Fussball Club Cincinnati, LLC, d/b/a Football Club Cincinnati (“Club” or “Sponsor”), Major League Soccer, L.L.C. (“MLS”), and Soccer United Marketing, LLC (“SUM” and collectively with Sponsor 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 Sweepstakes are not eligible to participate or win a prize. The Sweepstakes 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: A separate Sweepstakes will be run for each FC Cincinnati MLS regular season match (see https://www.fccincinnati.com/schedule for complete schedule) (each an “FCC Match”). The first Sweepstakes begins at 10 a.m. Eastern Time on September 18, 2020 and ends at 5 p.m. Eastern Time on September 19, 2020. Each Sweepstakes thereafter will begin sixty (60) hours before each FCC Match and ends immediately prior to kickoff of that corresponding FCC Match (each and “Entry Period”). During the Entry Period, there are two (2) ways to enter. No other method(s) of entry will be accepted. Limit one (1) entry per person, per family, per e-mail address, per Instagram login or handle, as applicable and per household, multiple entries received from any person or family or Instagram handle 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: To enter the Sweepstakes without having to submit an entry via Instagram, during the Entry Period, go to https://cloud.email.fccincinnati.com/Dunkin2020 and click on the banners, buttons and/or links to access the online entry form for the Sweepstakes and register by filling out the required fields on the Sweepstakes entry page and voting on which Dunkin’ Racer (defined below) will finish the race first during the applicable FCC Match.

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

2. **Instagram**: To enter the Sweepstakes through Instagram you must (a) be a registered user of Instagram and (b) follow @fccincinnati. If you are not a registered user of Instagram, you may sign-up for free by visiting www.instagram.com or downloading the Instagram application on your mobile device and following the enrollment instructions. By submitting your information and creating an Instagram account, you agree to the Instagram Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create a Instagram account, or participate in the Sweepstakes. During the Entry Period, @fccincinnati will post an Instagram Story allowing entrants to “swipe up” approximately sixty (60) hours, thirty six (36) hours and twelve (12) hours before each FCC Match. After “swiping up” on the Instagram Story, entrants will then be prompted to choose from the following racers: “Iced Cuppy”; “Dashing Donut”; or “Cuppy Coffee” (each, a “Dunkin’ Racer”). Once an entrant selects a Dunkin’ Racer, no changes will be allowed. By submitting your completed entry as directed, you will receive one (1) entry in the Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram. You are providing your information to the Club and not to Instagram.

**WINNERS**: The potential winner(s) of the Sweepstakes (each a “Winner” and collectively, the “Winners”) will be those entrants who correctly predict the Dunkin Racer to win the race of that particular FCC Match. The decisions of Club are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Entry Period(s).

**PRIZES**: A Total of One (1) Prize (as defined below) Is Available To Be Awarded To Each Winner For Such FCC Match. Each Winner will receive the following prize that corresponds with their Dunkin’ Racer selection (the “Prize”):

<table>
<thead>
<tr>
<th>Racer</th>
<th>Prize</th>
<th>Approximate Retail Value (“ARV”)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iced Cuppy</td>
<td>Coupon for one (1) free medium iced coffee</td>
<td>$3.00</td>
</tr>
<tr>
<td>Dashing Donut</td>
<td>Coupon for one (1) free donut</td>
<td>$1.50</td>
</tr>
<tr>
<td>Cuppy Coffee</td>
<td>Coupon for one (1) free medium cup of hot coffee</td>
<td>$3.00</td>
</tr>
</tbody>
</table>

Each Winner 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 are the sole responsibility of each Winner. All Prize details are at Club’s sole discretion, and may be subject to terms and conditions of Club.

Total maximum ARV of each Prize: $3.00 per Winner per FCC Match. The Prizes are non-transferable and non-assignable, with no cash redemptions or substitutions except at Club’s sole and absolute discretion. Club reserves the right to substitute the Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion. Certain terms and conditions
apply to the coupon(s) at issuer’s sole discretion, and may be redeemed only within the Cincinnati designated market area. The Prizes are not valid on mobile app orders. No purchase necessary. Limit of one coupon per customer per visit. No substitutions allowed. No cash refunds. Void if copied or transferred and where prohibited or restricted by law. Consumer may pay applicable tax. May not be combined with any other coupon, discount, promotion, combo or value meal. Coupon may not be reproduced, copied, purchased, traded or sold. Internet distribution strictly prohibited. Cash redemption value: 1/20 of 1 cent.

NOTIFICATION: Each Winner will be notified by e-mail by the Club, with such email containing a coupon to redeem the corresponding Prize from the chart above. In the event that any Winner does not respond to any such notification within three (3) days of the date of issuance, a disqualification will result, the Prize (as applicable) will be forfeited and, at Club’s sole discretion and time permitting, an alternate Winner may be chosen from among all remaining eligible entries. Each Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to Club 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. A disqualification will result, the Prize will be forfeited and, at Club’s sole discretion and time permitting, an alternate 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 Winner’s noncompliance with these Official Rules will also result in disqualification and forfeiture of the Prize and, at Club’s sole discretion and time permitting, may cause an alternate Winner to be selected from among all remaining eligible entries.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry or by posting about the Sweepstakes on social media, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against, and to indemnify and hold harmless, the Club, the MLS Entities, Instagram 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 Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, “Released Parties”) for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize or any travel or activity related to the receipt or use of any Prize. Each Winner, by acceptance of Prize, grants to Club, the MLS Entities and each of their respective designees the right to publicize such Winner’s name, address (city and state of residence), photograph, video, 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: Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, through e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for lost, 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 Sweepstakes, including, without limitation, errors or difficulties that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prizes or in any Sweepstakes-related materials or the cancellation or postponement of any MLS game, event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrant’s or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. The MLS Entities are not responsible for failures of any kind of Instagram or the Internet, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit a participant’s ability to participate in the Sweepstakes.

The Sweepstakes is designed to increase consumer awareness of and interest in the Club and MLS. This Sweepstakes may not be used for any form of gambling. In the event that the Sweepstakes is challenged by any legal or regulatory authority, the Club reserves the right to discontinue or modify the Sweepstakes, 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 Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Club’s representatives or who are in violation of these Official Rules, as solely determined by Club, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Club, the MLS Entities and/or their respective agents. Club 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 Sweepstakes, 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 Hamilton County, Ohio without giving effect to choice of law or conflicts of law principles (whether of the state of Ohio, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Ohio. Club’s failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

The Club and the MLS Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Sweepstakes for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of cancellation, Sponsor may elect to identify the Winners 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 SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND
SHOULD SUCH AN ATTEMPT BE MADE, CLUB AND MLS WILL DISQUALIFY ANY SUCH ENTRANT, AND CLUB 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 for the entrant. If only one entry per person is permitted, in case of multiple entries received from any person or e-mail address or household or social media account, only the first entry received from such person, e-mail address or household or social media account will be considered. In the event of a dispute as to the identity or eligibility of a Winner based on an e-mail address, the winning entry will be declared made by the “Authorized Account Holder” of the e-mail address 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 Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address. Club reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

WINNERS’ LIST: For a list of Winners (available after December 1, 2020), mail a self-addressed stamped envelope to: “Dunkin’ Game Day Race” Winners’ List 14 E. Fourth St., Third Floor Cincinnati OH 45202. Winners’ list requests must be received by January 1, 2020

SPONSOR: The Sponsor of this Sweepstakes is Fussball Club Cincinnati, LLC, d/b/a Football Club Cincinnati, 14 E. Fourth St., Third Floor Cincinnati OH 45202.