Promo Watch Draft #5: 2/1/23 – 3:00 PM (ET)

BODYARMOR[®] MLS SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY

1. SWEEPSTAKES DESCRIPTION: The BODYARMOR[®] MLS Sweepstakes ("Sweepstakes") begins on 2/6/23 at 12:00:00 AM Eastern Time ("ET") and ends on 8/20/23 at 11:59:59 PM ET (the "Sweepstakes Period"). The Sweepstakes consists of a national sweepstakes (the "Grand Prize Sweepstakes") wherein three (3) Grand Prizes will be available and selected from among all eligible entries received throughout the Sweepstakes Period for the Grand Prize Sweepstakes and a team specific sweepstakes (the "Team Sweepstakes") wherein two (2) Team Prizes will be available and selected from among all eligible entries received throughout the Sweepstakes Period for the Grand Prize Sweepstakes and a team specific sweepstakes (the "Team Sweepstakes") wherein two (2) Team Prizes will be available and selected from among all eligible entries received throughout the Sweepstakes Period for each Major Leagues Soccer team, as described herein.

Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of BA Sports Nutrition, LLC, a division of The Coca-Cola Company, 17-20 Whitestone Expressway, Suite #401, Whitestone, NY 11357 (**"Sponsor**"), which shall be final and binding in all respects. The administration of the Sweepstakes will be conducted by TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180 (**"Administrator**").

2. ELIGIBILITY: Open to legal United States residents residing in the fifty (50) United States, District of Columbia and Puerto Rico who are eighteen (18) years of age or older. Employees, officers and directors of BA Sports Nutrition, LLC, Administrator, Major League Soccer, L.L.C. ("MLS") and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the "Sweepstakes Entities") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. Sweepstakes is void where prohibited by law. MLS is not responsible for the collection, submission or processing of entries or the administration of the Sweepstakes.

3. **HOW TO ENTER**: To enter the Grand Prize Sweepstakes, visit the website <u>bodyarmorMLS2023.com/mlsnatl</u> (the "**Grand Prize Website**").

To enter a Team Sweepstakes, visit the website associated with the Team prize which you would like to have a chance to win (the "**Team Website**" and collectively, with the Grand Prize Website, a "**Website**"). The Team websites are as follows:

Team Name	Website URL
Atlanta United FC	www.bodyarmormls2023.com/atlutd
Austin FC	www.bodyarmormls2023.com/ausfc
Charlotte FC	www.bodyarmormls2023.com/chafc
Chicago Fire FC	www.bodyarmormls2023.com/chifire
Colorado Rapids	www.bodyarmormls2023.com/colrap
Columbus Crew	www.bodyarmormls2023.com/colcrew
D.C. United	www.bodyarmormls2023.com/dcuni
FC Cincinnati	www.bodyarmormls2023.com/fccinc
Houston Dynamo FC	www.bodyarmormls2023.com/houdyn
Inter Miami CF	www.bodyarmormls2023.com/intmia
LAFC	www.bodyarmormls2023.com/lafc
MNUFC	www.bodyarmormls2023.com/minufc
Nashville SC	www.bodyarmormls2023.com/nashsc
NYCFC	www.bodyarmormls2023.com/nycfc
Orlando City SC	www.bodyarmormls2023.com/orlsc
Philadelphia Union	www.bodyarmormls2023.com/phiunion
Portland Timbers	www.bodyarmormls2023.com/portim
Real Salt Lake	www.bodyarmormls2023.com/realsl
San Jose Earthquakes	www.bodyarmormls2023.com/sjqua
Seattle Sounders FC	www.bodyarmormls2023.com/seasou
Sporting KC	www.bodyarmormls2023.com/sportkc
St. Louis City SC	www.bodyarmorMLS2023.com/stlsc

At a Website, complete the entry form with the information requested, and follow the onscreen instructions to submit your entry and receive one (1) entry into the Grand Prize Sweepstakes or the Team Sweepstakes corresponding to the Website where you submitted your entry. All requested information on the entry form at a Website must be completed to enter and to be eligible for a chance to win. Incomplete entries will be disqualified. Proof of entering information at a Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on a Website.

NOTE: Internet entry must be made by the entrant, only at a Website. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

All entries must be received by the end of the Sweepstakes Period in order to participate. A Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

Limit one (1) entry per person and/or per e-mail address, per day, for the Grand Prize Sweepstakes <u>or</u> for one (1) of the Team Sweepstakes. For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Sweepstakes Period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET).

4. WINNER SELECTION AND NOTIFICATION: On or about 9/5/23, three (3) potential Grand Prize winners and two (2) potential Team prize winners for each Team (for a total of forty-four (44) total Team prize winners) will be randomly selected from all eligible entries received during the Sweepstakes Period for the Grand Prize Sweepstakes or each Team Sweepstakes respectively. Potential prize winners will be notified by email and/or phone, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.

5. PRIZES / APPROXIMATE RETAIL VALUES (ARV) / ODDS:

Grand Prize Sweepstakes:

<u>Three (3) Grand Prize Sweepstakes Prizes are available</u>. Each Grand Prize Sweepstakes Prize consists of: a) two (2) admission tickets to a regular 2023 season MLS soccer game of winner's choice (subject to availability; winner must provide a minimum of two (2) weeks' notice on game choice); b) a \$500 prepaid debit card which may be used for accommodations or transportation to game; c) three (3) MLS jerseys awarded in the form of a \$300 MLSstore.com spending card; and d) one (1) \$500 MLSstore.com spending card. The total approximate retail value ("**ARV**") of each Grand Prize Sweepstakes Prize is \$1,500.00. The total ARV of all available Grand Prize Sweepstakes Prizes is \$4,500.00.

Team Sweepstakes:

<u>Two (2) Team Sweepstakes Prizes are available for each Team (a total of forty-four (44)</u> <u>Team Prizes</u>). Each Team Prize consists of: a) two (2) admission tickets to a regular 2023 season MLS soccer home game for the Team selected at time of entry on a date to be decided by Sponsor; b) a \$500 prepaid debit card which may be used for accommodations or transportation to game; c) two (2) MLS jerseys awarded in the form of a \$200 MLSstore.com spending card; and d) one (1) \$100 MLSstore.com spending card. The total approximate retail value ("**ARV**") of each Team Sweepstakes Prize is \$1,000. The total ARV of all available Team Sweepstakes Prizes for each Team Sweepstakes is \$44,000.00.

Total ARV of all prizes is \$48,500. **Travel** <u>is not</u> included with the Grand Prize Sweepstakes Prize and/or Team Sweepstakes Prizes. Any travel related to the prize is the sole responsibility of the respective prize winner. Federal, state and local taxes are the sole responsibility of each winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more. All expenses not specifically provided for herein, including transportation to and from the venue, parking, concessions and merchandise (if applicable), are each winner's sole responsibility. Some restrictions may apply.

Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of the prize due to reasons beyond Sponsor's control, and is not responsible or liable for any expenses incurred as a consequence thereof. Prize event is subject to cancellation. If a winner chooses to attend the event with no guest, the remaining elements of the prize shall constitute full satisfaction of Sponsor's obligation to winner and no additional compensation will be awarded.

Prize components may not be sold, traded, transferred, or rescheduled to dates not within the fulfillment period set forth above, or refunded. Prizes are not redeemable for cash. Sponsor will not replace any lost, mutilated or stolen tickets.

In the event a winner and/or guest engage in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the applicable experience early, in whole or in part, and send winner and/or guest home with no further compensation.

The odds of winning a Grand Prize Sweepstakes Prize depend on the total number of eligible entries received in the Grand Prize Sweepstakes. The odds of winning a Team Sweepstakes Prize depend on the total number of eligible entries received in the corresponding Team Sweepstakes. Limit one (1) prize per person in the Sweepstakes.

6. **GENERAL PRIZE CONDITIONS:** Except as otherwise noted herein, no cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Any potential winner must execute and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. GENERAL: By accepting prize, winner releases and agrees to hold harmless Sweepstakes Entities, their respective affiliates, directors, employees, officers, and agents ("Released Entities") from any and all liability, injury, loss or damage of any kind. including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding, receipt, possession, use or misuse of any prize and/or respect to participation in any prize related activity. Neither Released Entities nor their employees will have any liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the Sweepstakes or any Sweepstakesrelated activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor and its designees may use such entrant's name, voice, likeness, biographical information and/or prize information in any and all media for any purpose, including without limitation, advertising and promotional purposes, without further compensation, notification, or permission in perpetuity and hereby releases the Sweepstakes Entities from any liability with respect thereto, where allowed by law. Winner acknowledges that neither Sponsor nor its agents have made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or

implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturers' terms therefore and winner agrees to look solely to such manufacturers for any such warranty and/or guarantee. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sponsor not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes.

8. LIMITATIONS AND RELEASES: Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by accessing a Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disgualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or a Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. **GOVERNING LAW**: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

10. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at <u>https://us.coca-cola.com/terms-of-use</u>.

11. **WINNERS' LIST**: Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: **BODYARMOR® MLS Sweepstakes**, Attn: Winners List, 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.

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