Bay FC Insider Giveaway Official Rules

1. GENERAL: NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. By submitting an entry to this Bay FC Insider Giveaway ("Sweepstakes"), sponsored by Bay FC, BAFC Team Operator, LLC and BAFC Holdings, LLC (collectively, "Bay FC"), the entrant acknowledges and agrees to all of these Official Rules. Void where prohibited. The Sweepstakes begins on Monday, January 13, 2025 at 12:01 a.m. and ends Sunday, January 19, 2025 at 11:59 p.m. ("Sweepstakes Period"). All times in this Sweepstakes refer to Pacific Time. By entering the Sweepstakes, entrants agree to be bound by these Official Rules and by all decisions of Bay FC whose decisions are at its sole discretion and are binding and final in all respects. Failure to comply with these rules will result in disqualification from this Sweepstakes.

2. ELIGIBILITY: The sweepstakes is open only to legal U.S. residents and physically located in the fifty states of the United States of America or the District of Columbia and who are 18 years of age or older as of January 1, 2025. Bay FC, the National Women's Soccer League and its member clubs, and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents, employees, advertising and promotion agencies and members of their immediate families (spouses, parents, children, and siblings and their spouses) and/or household members (whether nor not related) of each of the foregoing (collectively, the "Sweepstakes Entities") are not eligible.

3. HOW TO ENTER: No purchase necessary. Go to https://bayfc.com/join-the-team/ or click the link on the Bay FC website, application or advertisement. To be eligible, each Sweepstakes entry must be received no later than Sunday, January 19, 2025 at 11:59 p.m. LIMIT ONE (1) VALID ENTRY PER PERSON. Successful completion of the foregoing shall be considered an "Entry" and the person submitting the Entry, the "Entrant." As a condition of entering the Sweepstakes, each entrant gives consent for Bay FC to obtain and deliver their name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Bay FC may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list.

4. LIMIT: one (1) entry per Entry. Multiple entrants are not permitted to share the same email address or account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will void that entrant's entry and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant and he/she must comply with these Official Rules. The "**authorized account holder**" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. SELECTION OF WINNER: Three (3) winners will be randomly selected from all eligible Entries received within the Sweepstakes Period. The winner will be notified on or about Monday, January 20, 2025, through the email address provided by the selected winner on the Entry. Only the selected winner will be notified. The winner will be required to sign and return to Bay FC an affidavit of eligibility and liability and publicity release within 48 hours of receipt. If any prize notification is undeliverable, if the potential winner does not respond to notification in a timely manner, or in the event of non-compliance with any of these requirements, the prize will be forfeited,

and an alternate winner will be selected from the remaining eligible entries. The odds of winning depend on the number of eligible Entries received within the Sweepstakes period.

6. PRIZE and VALUES: One (1) prize will be awarded for the Sweepstakes ("**Prize**"). The Prize will consist of a piece of Bay FC merchandise autographed by a Bay FC player or Players. The Prize details and availability are subject to change and in the event that Bay FC is unable to provide the winner(s) with his or her Prize(s), Winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive (including parking and transportation), regardless of whether they, in whole or in part, are used. The approximate retail value of each the Prize is \$200. The prize cannot be exchanged for cash and there are no substitutions. Transfer of the prize is prohibited. Bay FC reserves the right to substitute a similar prize of equal or greater value at its sole discretion. Limit of one (1) prize per person.

7. ODDS. Odds of winning will depend upon the total number of entries received.

8. DISCLAIMER; INDEMNIFICATION: By entering the Sweepstakes, Entrants assume all liability for any personal injury or damages caused or claimed to be caused by, arising out of or in connection with his or her participation in the Sweepstakes and/or the acceptance and/or use of any prize, and agrees to indemnify, hold harmless and release Bay FC, Instagram, Facebook, X and Tik Tok and their respective parent companies, subsidiaries, affiliates, officers, directors, agents, and employees, from any and all such liability. None of Bay FC, Instagram, Facebook, X, Tik Tok and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents and employees of any of the foregoing, are responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this contest. THE SWEEPSTAKES ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY AND ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE OR LOSS TO ANY PERSON OR PROPERTY RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES (REGARDLESS OF THE CAUSE OF SUCH INJURY OR LOSS). THE DELIVERY AND/OR SUBSEQUENT USE OR MISUSE OF THE PRIZE AWARDED AND/OR PRINTING, DISTRIBUTION OR PRODUCTION ERRORS. WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED "AS IS" AND THAT BAY FC HAS NOT MADE, AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO ANY PRIZE, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

9. INTERNET: BAY FC and its respective parent companies, investors, subsidiaries, and affiliates, and the officers, directors, agents and employees of any of the foregoing (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, entries, (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any email to be received by Bay FC on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in these sweepstakes. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address, as determined by Bay FC in its sole discretion.

10. DISPUTES/CHOICE OF LAW: Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in San Francisco, California, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "**Special Damages**"), and (4) Entrants hereby waive all rights to claim Special Damages and all rights to have such damages multiplied or increased. California law, without reference to California's choice of law rules, governs the sweepstakes and all aspects related thereto.

11. PRIVACY: Information entrants provide to Bay FC will be maintained and used in accordance with Bay FC's <u>Privacy Policy</u> and these Rules.

12. PUBLICITY CONSENT: Except where prohibited by law, by entering the Sweepstakes, each Entrant grants to Bay FC (and agrees to confirm that grant in writing) and those acting pursuant to the authority of Bay FC the irrevocable right without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, in perpetuity and throughout the universe, his/her Photo, including, without limitation, the entry and winner's name, city, state, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

13. SUSPENSION/ MODIFICATION/ TERMINATION: In the event Bay FC is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy or act of government(s), communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Bay FC's control (each a "Force Majeure" event or occurrence), Bay FC shall have the right, at any time, to modify, suspend or terminate the Sweepstakes or prize(s). Bay FC additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond its control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner, as determined in Bay FC's sole discretion.

14. OFFICIAL RULES OR WINNERS LIST: For a copy of the Official Rules or Winner List (available on or about February 2, 2025) send a self-addressed, stamped envelope (residents of VT need not include return postage on rules requests) to the following address no later than December 12, 2025 (Please specify "Official Rules" or "Winners"): Bay FC Insider Giveaway, c/o Bay FC, Attn: Legal Department, 609 Mission St, 6th Floor, San Francisco, CA 94105.

15. SOCIAL MEDIA DISCLAIMER AND RELEASE. Although the Sweepstakes may be featured on Facebook, Twitter, Instagram and/or other social media platforms, the Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, X, Instagram, Tik Tok and/or such other social media platforms and all entrants expressly agree that Facebook, X, Instagram, Tik Tok and all other social media platforms are not liable in any way for any claims, damages, or losses associated with the Sweepstakes.