

Official Rules 1. GENERAL: NO PURCHASE NECESSARY TO ENTER TO WIN. By submitting an entry to this Bay FC Letterman Jacket Giveaway ("Sweepstakes"), sponsored by Bay FC and BAFC Holdings, LLC ("BAFC") (the "Sponsor"), the entrant acknowledges and agrees to all of these Official Rules. Void where prohibited. The Sweepstakes begins on Friday, February 9, 2024 at 9:00am and ends Monday, February 19, 2024 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 the Sponsor, 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 of the United States of America who are 18 years of age or older as of January 1, 2024. Employees of Sponsor 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) of each of the foregoing are not eligible.

3. HOW TO ENTER: No purchase necessary. (1) Go to bayfc.com and enter with first name, last name, email address (an "E-mail Entry"), and/or (2) follow @WeAreBayFC on Instagram, Facebook, X or Tik Tok and add the hashtag #BLegendary (a "Social Entry"). All entry information must be complete and accurate. Successful completion of the foregoing shall be considered an "Entry" and the person submitting the Entry, the "Entrant." Entrants via Social Entry must set their profile as public or otherwise be able to receive direct messages from Sponsor. Entry by Social Entry requires an active account in good standing with any of the above social media sites which may be downloaded for free. All information provided or posted in connection with a Social Entry will be subject to the applicable social media site privacy policy. Limit: one (1) entry per Email Entry and one (1) per Social Entry, for a total of two (2) Entries). 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.

4. SELECTION OF WINNER: One (1) winner will be randomly selected from all eligible Entries received within the Sweepstakes Period. The winner will be notified on or about Wednesday, February 21st, 2024, through the email address provided by the selected winner on the entry form for Email Entries and via direct message for Social Entries. Only the selected winner will be notified. The winner will be required to sign and return to the Sponsor 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.

5. PRIZE: One (1) prize will be awarded for the Sweepstakes. The prize will consist of one (1) Bay FC Letterman Jacket. The Winner's desired size of the jacket is subject to availability. The sponsor reserves the right to substitute the closest available size at its sole discretion. The total estimated value of the prize is \$700. The prize cannot be exchanged for cash and there are no substitutions. Transfer of the prize is prohibited. All taxes and expenses, costs or fees, including parking and transportation, associated with the acceptance and/or use of the prize are the sole responsibility of the winner. The Sponsor reserves the right to substitute a similar prize of equal or greater value at its sole discretion.

6. 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 the Sponsor, 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 the Sponsor, 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. Entry constitutes permission (except where prohibited by law) to use winner's name, city, state, likeness and/or voice for purposes of advertising, promotion and publicity without additional compensation.

7. INTERNET: If for any reason, the Sweepstakes is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the game or Sweepstakes, the Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Sweepstakes. The Sponsor and their respective parent companies, 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 the Sponsor 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 Sponsor in its sole discretion.

8. 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.

9. PRIVACY: Information entrants provide to Sponsor will be maintained and used in accordance with Sponsor's [Privacy Policy](#) and these Rules.

10. PUBLICITY CONSENT: By accepting a prize, where permitted by law, each entrant grants to Sponsor (and agrees to confirm that grant in writing) and those acting pursuant to the authority of Sponsor 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, 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.

## 11. 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.

12. WINNER ANNOUNCEMENT: For the name of Winner send a self-addressed stamped envelope (except where prohibited by law) to Sponsor at 44 Tehama Street, C/O Bay FC, San Francisco, 94104, CA, no later than February 29, 2024.