

**2026 Fan Appreciation Design a T-Shirt Contest**  
**Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**Important: Please read these Official Rules before entering the 2026 Fan Appreciation Design a T-Shirt Contest (the “Contest”). BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES, WHICH CONTAIN A WAIVER OF UNKNOWN CLAIMS UNDER CALIFORNIA CIVIL CODE SECTION 1542, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. PLEASE READ THESE OFFICIAL RULES CAREFULLY BEFORE ENTERING.**

1. **SPONSOR.** The Sponsor of the Contest is BAFC Holdings, LLC and BAFC Team Operator, LLC (collectively, “**Bay FC**” or “**Sponsor**”), 609 Mission St., Floor 6, San Francisco, CA 94105. All decisions made by Bay FC regarding the Contest, eligibility, judging, voting, and Winner selection are final and binding.
2. **CONTEST PERIOD.** The Contest begins on July 9, 2026 at 8:00 a.m. PT and ends on August 7, 2026 at 11:59 p.m. PT (the “**Contest Period**”). All times in the Contest refer to Pacific Time (“**PT**”). Entries received before or after the Contest Period will not be considered. Sponsor’s computer is the official timekeeping device for this Contest.
3. **ODDS.** The odds of winning depend on the number and quality of eligible Entries received during the Contest Period and the skill of the Entrants.
4. **ELIGIBILITY.** The Contest is open only to legal residents who are physically present in any of the fifty (50) United States and the District of Columbia and who are eighteen (18) years of age or older, or the age of majority in the Entrant’s jurisdiction of residence, whichever is greater, at the time of Entry. Notwithstanding the foregoing, parents or guardians of individuals who are under eighteen (18) years of age may submit a Design on behalf of such minor to participate in the Youth Design Category, as more fully described in Section 5 below; provided, however, that all Entries, personal information, and communications with Sponsor in connection with a Youth Design Category Entry must be made by the minor’s parent or legal guardian, and not by the minor directly. Directors, officers, and employees of the Organizing Entities, and their immediate family members (spouses, parents, children, siblings, and their respective spouses, regardless of where they reside) and/or household members (whether or not related) are not eligible. “**Organizing Entities**” means (i) Bay FC, (ii) National Women’s Soccer League, LLC and each of its member clubs (collectively, “**NWSL**”), and (iii) each of the aforementioned entities’ respective parent companies, subsidiaries, affiliates, members, investors, employees, officers, directors, contractors, agents, advertising and promotion agencies, licensees, distributors, dealers, retailers, printers, and representatives. The Contest is void where prohibited or restricted by law. All federal, state, and local laws and regulations apply. **IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO ENTER.**

## 5. ENTRY REQUIREMENTS.

- (i) To enter the Contest, during the Contest Period, submit a T-Shirt design for Bay FC's 2026 Fan Appreciation Night (each a "**Design**") in JPG, PNG or PDF format suitable for web upload (the specific file size limit will be stated on the submission form) during the Contest Period via the submission form located at: <https://bayfc.com/promotions/fan-t-shirt-design-contest/>.
- (ii) Each Entrant must affirmatively designate at the time of Entry whether the submitted Design is on behalf of a youth participant (i.e., a minor under eighteen (18) years of age) ("**Youth Design Category**") or an adult participant (i.e., an adult eighteen (18) years of age or older, or the age of majority in the Entrant's jurisdiction of residence, whichever is greater) ("**Adult Design Category**," and together with Youth Design Category, each, a "**Category**"). Designs designated as Youth Design Category submissions must be submitted by a parent or legal guardian on behalf of the Youth Participant who is the original author of the Design. Designs designated as Adult Design Category submissions must be submitted by an individual who is eighteen (18) years of age or older (or the age of majority in the Entrant's jurisdiction of residence, whichever is greater) and who is the original author of the Design. Entrants may submit Entries in one (1) Category only. Entries submitted to the incorrect Category or Entries where the designation cannot be verified to Sponsor's satisfaction will be disqualified or, at Bay FC's sole discretion, reassigned to the correct Category.
- (iii) For Youth Design Category submissions, the Parent is the Entrant and the Youth Participant is the designer. Sponsor will collect the Parent's name, email address, mailing address, telephone number if needed for winner notification, and confirmation of the Youth Participant's applicable age category. Sponsor will not request the Youth Participant's email address, mailing address, full date of birth, school, social media handle, photograph, voice, video, precise location, or other identifying information at the Entry stage.
- (iv) All Designs must be original works created solely by the Entrant (or if Entry submitted by the Entrant's Parent, solely by the Youth Participant) using their own artistic skill and effort. The use of artificial intelligence ("**AI**") image generation tools, AI-assisted design platforms, or any AI-powered software to create, generate, modify, enhance, or otherwise produce any portion of a submitted design is strictly prohibited. This includes, without limitation, tools such as Midjourney, DALL·E, Stable Diffusion, Adobe Firefly, and any similar AI-based image generation or manipulation software. Notwithstanding the foregoing, standard digital design tools (such as Adobe Photoshop, Illustrator, Procreate, or similar software) used for manual creation, editing, or enhancement by the Entrant are permitted, provided no AI-generative features within such tools are used. By submitting an Entry, each Entrant certifies and represents that no prohibited AI tools were used in the creation, generation, modification, or enhancement of any portion of the Design. Bay FC reserves the right to request layered or source files, sketches, drafts, metadata, process documentation, or other evidence to verify that an Entry was created without the use of prohibited AI tools, and failure to provide such materials upon request may result in disqualification. Bay FC may, in its sole discretion,

disqualify any Entry if Bay FC reasonably determines that the Entry was created, in whole or in part, using prohibited AI tools.

- (v) Designs must be the Entrant's wholly original work and shall not incorporate any copyrighted material, trademark, logo, artwork, photograph, illustration, or other content owned or controlled by a third party without the express written permission of the rights holder. Notwithstanding the foregoing, Entrants are permitted and encouraged to incorporate Bay FC trademarks, logos, and branding elements in their Designs solely for purposes of this Contest; provided, however, that Bay FC retains all rights in and to its marks and such use does not constitute any grant of rights to the Entrant beyond this Contest. Entrants represent and warrant that their submission does not infringe upon any intellectual property, publicity, privacy, or other proprietary rights of any third party.
- (vi) Designs must not contain content that is offensive, discriminatory, hateful, defamatory, obscene, sexually explicit, or violent, or that depicts, promotes, or glorifies illegal activity. Additionally, Designs must not reference, depict, or promote any of the following: political candidates, parties, or organizations; alcohol, tobacco, or cannabis products; firearms or weapons; gambling; illegal drugs or controlled substances; or any other product, service, or message that Bay FC determines to be inconsistent with its brand values and community standards. Bay FC reserves the right to disqualify any Entry it determines, in its sole discretion, to contain inappropriate content.
- (vii) Designs must conform to all technical specifications set forth by Bay FC, including without limitation requirements relating to file format, file size, resolution, color mode, and dimensions. Technical specifications are available at <https://bayfc.com/promotions/fan-t-shirt-design-contest/>. Entries that do not meet the required specifications may be disqualified.

Successful completion of the foregoing shall be considered an “**Entry**” and the person submitting the Entry, the “**Entrant**.”

## 6. AGE VERIFICATION, PARENTAL CONSENT, AND YOUTH SUBMISSIONS.

- (i) *General.* All Entries must be made by individuals who are eighteen (18) years of age or older, or the age of majority in the Entrant's jurisdiction of residence, whichever is greater. A parent or legal guardian (“**Parent**”) may submit a Design on behalf of a minor participant under eighteen (18) years of age (a “**Youth Participant**”) for the Youth Design Category; provided, however, that all Entry submissions, personal information, and communications with Sponsor must be made by the Parent, and Sponsor will not knowingly collect personal information directly from the Youth Participant.
- (ii) *Youth Design Category Submissions.* For Entries designated as Youth Design Category submissions: (a) the Entry must be submitted only by the Youth Participant's Parent; (b) Sponsor will collect the Youth Participant personal information only from the Parent and not from the Youth Participant; (c) Sponsor will collect only the minimum Youth Participant personal information necessary for Contest administration and prize fulfillment, and no date of birth, Social Security

number, or other sensitive personal information will be collected in connection with the Entry; (d) Sponsor will direct all communications, winner notifications, prize fulfillment requests, releases, and other Contest-related correspondence to the Parent; (e) Sponsor will retain personal information collected in connection with Youth Design Category submissions only for so long as reasonably necessary for Contest administration and prize fulfillment and will delete such information within a reasonable time thereafter; and (f) by submitting an Entry on behalf of a Youth Participant, the Parent represents and warrants that he or she is the natural parent or legal guardian of the Youth Participant, consents to the Youth Participant's Design being submitted in the Contest, and agrees to be bound by these Official Rules on behalf of the Youth Participant.

(iii) *Sponsor's Right to Verify Age and Identity.* Sponsor expressly reserves the right to verify the age and identity of any Entrant, including but not limited to any Parent who submits a Design designated as a Youth Design Category submission and/or any Youth Participant on whose behalf such Design is submitted. Sponsor may, in its sole discretion, request supporting documentation to verify age and identity, including but not limited to a copy of a birth certificate, passport, government-issued identification, or other official document. Sponsor reserves the right to disqualify any Entry where age or identity cannot be verified to Sponsor's satisfaction, or where Sponsor reasonably believes that any information provided in connection with the Entry is false, misleading, or inaccurate. Failure to provide satisfactory documentation upon request will result in disqualification.

7. **LIMIT ONE (1) VALID ENTRY PER PERSON.** Limit one (1) Design per adult Entrant and one (1) Design per Youth Participant. Multiple Entrants are not permitted to share the same email address or account; provided, that a Parent may submit separate Youth Design Category Entries on behalf of more than one Youth Participant using the same Parent email address, provided each Youth Participant submits no more than one (1) Design. For Youth Design Category Entries, the Parent, not the email account holder alone, will be deemed the Entrant for purposes of Contest administration. Any attempt by any Entrant to enter more than one (1) Design on behalf of an adult Entrant or Youth Participant, including by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will void all of that Entrant's Entries 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 Entrant, 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. The potential Winner may be required to show proof of being the authorized account holder.
8. **JUDGING, VOTING AND SELECTION OF WINNERS.** Following the judging and fan vote processes set forth below, one (1) winner for each Category, for a total of two (2) winners, will be selected from all eligible Entries received during the Contest Period (each a "**Winner**" and together the "**Winners**").

- (i) *Selection of Finalists.* On or about August 21, 2026, a committee of judges appointed by Bay FC will review all eligible Entries received during the Contest Period and select three (3) finalists from each Category for a total of six (6) finalists (each a “**Finalist**”). Finalists will be chosen based on the following judging criteria (the “**Judging Criteria**”), each weighted equally:
- (a) *Creativity and Originality:* the degree to which the Design reflects a fresh, distinctive artistic vision;
  - (b) *Relevance:* the degree to which the Design meaningfully connects to Bay FC and Fan Appreciation Night;
  - (c) *Visual Appeal:* the overall aesthetic quality and impact of the Design; and
  - (d) *Apparel Suitability:* the practicality of the Design for production on a garment, including printability and wearability.
- (ii) *Fan Vote.* Following the selection of Finalists, Bay FC will conduct a public fan vote of the Finalist Designs. [Voting is open only to individuals who are legal residents of the fifty United States and D.C. and who are at least thirteen (13) years of age at the time of voting. Sponsor may collect limited information, including IP address, device identifier, cookie data, and/or account information, solely for vote administration, fraud prevention, security, and Contest integrity, as described in Sponsor’s Privacy Policy.] Voting will take place during the voting period specified at <https://bayfc.com/promotions/fan-t-shirt-design-contest/>. Each person may cast one (1) vote during the voting period. Bay FC reserves the right to review all voting activity and to disqualify votes it determines, in its sole discretion, to be fraudulent, automated, duplicative, coordinated, purchased, or otherwise manipulated. Sponsor may modify, extend, suspend, or cancel the fan vote only if Sponsor reasonably determines that fraud, technical failure, platform outage, security incident, insufficient participation, or other circumstances beyond Sponsor’s reasonable control materially impair the integrity or administration of the fan vote. Sponsor will provide notice of material changes where practicable and will not make changes that materially disadvantage eligible Entries already received, except as necessary to preserve Contest integrity or comply with law. Sponsor may discount or remove votes that Sponsor reasonably determines are invalid. Sponsor may disqualify an Entry based on improper voting activity only where Sponsor reasonably determines that the Entrant, Parent, Youth Participant, or their agents participated in, authorized, encouraged, or materially benefited from the improper activity and the integrity of the Entry’s vote total cannot reasonably be restored by removing invalid votes.
- (iii) *Selection of Winners.* Final Winners will be selected by Sponsor’s judges based on the Judging Criteria. The fan vote may be considered only as non-binding advisory input and will not determine or control the selection of any Winner. In the event of a tie in judges’ scores, Sponsor may consider the fan vote as a tie-breaker, provided the tie-breaker is applied consistently.

(iv) *Notification of Winners.* Potential Winners will be notified by email and/or telephone on or about September 23, 2026, using the contact information provided at the time of Entry. Only the selected potential Winners will be notified. The Sponsor is not responsible for any change in an Entrant's email address, telephone number, or mailing address that is not timely communicated to Sponsor. Each potential Winner (and, for a Youth Design Category potential Winner, the Parent on behalf of the Youth Participant) may be required to sign and return to Sponsor an Affidavit of Eligibility, a Liability Release, a Publicity Release (except where prohibited by law), a separate written assignment/license and release for the winning Design in a form provided by Sponsor, and, if applicable, a completed IRS Form W-9, each within seventy-two (72) hours of receipt of such documents (or such longer period as Sponsor may specify). Such releases shall include, among other terms, an express waiver of the benefits of California Civil Code Section 1542 and a release of claims, whether known or unknown, arising out of or relating to the Contest and receipt or use of any prize. If a potential Winner cannot be contacted within seventy-two (72) hours after the first attempt to contact such potential Winner, if a potential Winner fails to sign and return the required documents within the required time period, if any prize notification or prize is returned as undeliverable, or if a potential Winner is found to be ineligible or otherwise not in compliance with these Official Rules, such potential Winner will be disqualified and will forfeit the prize, and an alternate Winner may be selected, in Sponsor's sole discretion, from among the remaining eligible Entries based on the Judging Criteria. Sponsor reserves the right to modify the notification and prize claim procedures in connection with any unclaimed or forfeited prize.

9. **PRIZES; APPROXIMATE RETAIL VALUE.** There will be a total of six (6) prizes. Each of the two (2) Winners will receive the Grand Prize and each of the four (4) non-winning Finalists will receive one (1) Finalist Prize. The prizes will consist of the following:

- (i) *Grand Prize.* One (1) Winner from each Category will receive (i) a One Hundred Dollar (\$100) e-commerce gift card to be used at [shop.bayfc.com](http://shop.bayfc.com); (ii) five (5) shirts bearing their winning design; and (iii) five (5) tickets to Bay FC's November 1, 2026 match against San Diego Wave FC (or, if such match is rescheduled or cancelled, to a substitute Bay FC home match designated by Sponsor in its sole discretion). The approximate retail value ("ARV") of such Grand Prize is Four Hundred Fifty Dollars (\$450).
- (ii) *Finalist Prize.* Each of the four (4) non-winning Finalists will receive a Fifty Dollar (\$50) e-commerce gift card to be used at [shop.bayfc.com](http://shop.bayfc.com). The ARV of such Finalist Prize is Fifty Dollars (\$50).

The total approximate retail value ("ARV") of all prizes is One Thousand One Hundred Dollars (\$1,100). Each Winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the Prize that he or she receives, regardless of whether the Prize, in whole or in part, is used. Sponsor reserves the right to withhold and remit to the appropriate tax authorities any taxes or other amounts required by law, and to issue IRS Form 1099-MISC or other tax reporting forms to Winners as required by applicable law. The Prize cannot be exchanged for cash, and a Winner may not substitute the Prize. Gift cards are subject to the applicable gift card issuer terms and

conditions. Game tickets are subject to venue, league, team, and ticket terms; seat locations are at Sponsor's discretion; no travel, parking, food, beverages, merchandise, or accommodations are included unless expressly stated; if a Youth Participant receives tickets, the Youth Participant must attend with a Parent or other adult approved by Parent. Transfer of a Prize to another individual or entity is prohibited. Limit of one (1) Prize per person. The details and availability of the Prizes are subject to change in Sponsor's sole discretion, and Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion if the advertised Prize (or any component thereof) becomes unavailable for any reason. All Prize details are at Sponsor's sole discretion. Any difference between the stated ARV and the actual value of the Prize will not be awarded.

#### 10. INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE.

- (i) By submitting an Entry, each Entrant (or, if the Entry is a Youth Design Category submission, the Parent, on behalf of both the Parent individually and the Youth Participant) represents, warrants, and covenants to Bay FC that, as of the date of submission and continuing through the term of any license or assignment granted hereunder:
  - (a) *Original Work.* The Design is the Entrant's (or, for Youth Design Category submissions, the Youth Participant's) own original creation, conceived and executed solely through the Entrant's (or Youth Participant's, as applicable) personal artistic skill and effort, and was not created in whole or in part using AI image generation tools or other prohibited methods as described herein;
  - (b) *Ownership.* The Entrant (or, for Youth Design Category submissions, the Youth Participant, through the Parent) solely owns, or has obtained all rights, title, and interest necessary to grant, the licenses and assignment rights described in this Section, free and clear of any liens, claims, or encumbrances of any kind;
  - (c) *Non-Infringement.* The Design does not and will not infringe, misappropriate, dilute, or otherwise violate any copyright, trademark, trade dress, patent, trade secret, right of publicity, right of privacy, or other intellectual property or proprietary right of any third party; and
  - (d) *Third-Party Clearances.* To the extent the Design lawfully incorporates any element created or owned by a third party, the Entrant (or, for Youth Design Category submissions, the Parent on behalf of the Youth Participant) has obtained all necessary licenses, consents, and releases authorizing such use and can provide documentation of the same upon Bay FC's request.
- (ii) By submitting an Entry, each Entrant (or, for Youth Design Category submissions, the Parent, on behalf of both the Parent individually and the Youth Participant) hereby grants to the Organizing Entities a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive, transferable, and sublicensable (through multiple tiers) license to use, reproduce, distribute, publicly display, publicly perform, publish, modify, adapt, translate, create derivative works from, manufacture, advertise, market, and sell products and materials bearing

- the Design, in whole or in part, in any and all media and formats, whether now known or hereafter developed, throughout the world, in perpetuity, for any purpose relating to the Contest, Bay FC's business operations, or Bay FC's promotional, marketing, or commercial activities. This license survives regardless of whether the Entrant or Youth Participant is selected as a Finalist or Winner. Notwithstanding the non-exclusive nature of this license, each Entrant (and, for Youth Design Category submissions, the Parent on behalf of both the Parent and the Youth Participant) agrees not to license, sell, or otherwise authorize the use of the Design by any other professional, semi-professional, or amateur soccer league, team, club, or organization, or any other professional sports league, team, or club, for a period of three (3) years following the end of the Contest Period.
- (iii) Bay FC reserves the right, in its sole discretion, to modify, adapt, resize, recolor, or otherwise alter any submitted Design for purposes of production, branding, marketing, legal compliance, merchandising, formatting, sizing, print limitations, or any other business purpose Bay FC deems appropriate. Each Entrant (and, for Youth Design Category submissions, the Parent on behalf of the Youth Participant) waives any right to inspect, review, approve, or receive compensation for any such modifications, and acknowledges that Bay FC has no obligation to consult the Entrant or Youth Participant prior to making such modifications or to use the Design in its original, unmodified form.
  - (iv) As an express condition of receiving any prize, each Winner (or, for Youth Design Category Winners, the Parent, on behalf of both the Parent individually and the Youth Participant who created the Design) agrees to, and hereby does, irrevocably assign, transfer, and convey to Bay FC all right, title, and interest throughout the world in and to the winning Design, including all intellectual property rights therein (including the right to apply for, obtain, and enforce copyright registrations in Bay FC's name) and all goodwill associated therewith, free and clear of all liens, claims, and encumbrances, effective immediately upon the Winner's selection as a potential Winner (subject to forfeiture only if the Winner is subsequently found ineligible or in non-compliance with these Official Rules). To the extent any such rights are not assignable under applicable law, each Winner (or, for Youth Design Category Winners, the Parent on behalf of the Parent and the Youth Participant) grants Bay FC the exclusive, perpetual, irrevocable, worldwide, royalty-free license described herein, on an exclusive basis. Each Winner (and, for Youth Design Category Winners, the Parent on behalf of the Parent and the Youth Participant) agrees to execute promptly any additional assignments, consents, or other documents reasonably requested by Bay FC to evidence, perfect, or record this assignment, and hereby appoints Bay FC as the Winner's (or Youth Participant's, as applicable) limited attorney-in-fact to execute such documents if the Winner or Parent fails to do so within a reasonable time following request.
  - (v) To the extent permitted by applicable law, each Entrant (and, for Youth Design Category submissions, the Parent on behalf of the Parent and the Youth Participant) waives any and all moral rights (including rights of attribution and integrity) in and to the Design in favor of the Organizing Entities.

- (vi) Other than the Prize awarded to each Winner or non-winning Finalist, no Entrant or Youth Participant (whether selected as a Winner, a Finalist, or not selected at all) will receive any compensation, payment, royalty, credit, or other consideration of any kind from Bay FC in connection with the license granted, or the assignment described herein. Each Entrant (and, for Youth Design Category submissions, the Parent on behalf of the Parent and the Youth Participant) acknowledges that the opportunity to participate in the Contest and the chance to win a Prize constitute good and valuable consideration for the rights granted herein, the receipt and sufficiency of which are hereby acknowledged.
- (vii) With respect to Entries not selected as winners, the license described herein remains in full force and effect, and the Entrant (or, for Youth Design Category submissions, the Youth Participant) retains underlying ownership of the Design, subject in all respects to that license.

**11. LIMITATION OF LIABILITY; DISCLAIMER; INDEMNIFICATION; RELEASE.** To the fullest extent permitted by applicable law, by entering the Contest, each Entrant (and, if the Entrant is a Parent submitting on behalf of a Youth Participant, the Parent, both individually and on behalf of the Youth Participant, to the fullest extent permitted by applicable law) agrees to (a) be bound by these Official Rules, including all Entry requirements, and (b) fully and irrevocably waive and release any and all claims, whether known or unknown, suspected or unsuspected, against the Organizing Entities, the Social Media Platforms, and each of their respective parent companies, subsidiaries, affiliates, licensees, distributors, sales representatives, advertising and promotional agencies, and their respective managers, officers, directors, employees, agents, contractors, and representatives (collectively, the “**Released Parties**”) for any and all injuries, damages, losses, costs, expenses, claims, causes of action, or liabilities of any kind (including, without limitation, reasonable attorneys’ fees and investigation costs) that may occur or arise, directly or indirectly, in whole or in part, from: (i) participation in the Contest; (ii) acceptance, possession, use, misuse, or nonuse of any Prize (or any portion thereof); (iii) any travel or activity related to the Contest or any Prize; (iv) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (v) unauthorized human intervention in any part of the Entry process or the Contest; (vi) electronic or human error in the administration of the Contest or the processing of Entries; (vii) any injury or damage to persons or property, including to an Entrant’s or any other person’s computer or mobile device, related to or resulting from participation in or downloading any materials in this Contest; (viii) any claims based on publicity rights, copyright infringement, trademark infringement, intellectual property rights, rights of publicity or privacy, defamation, or portrayal in a false light, whether intentional or unintentional; or (ix) any other matter arising out of or relating to the Contest, the Official Rules, or any Prize, whether under a theory of contract, tort (including negligence), warranty, strict liability, or any other legal or equitable theory. By entering the Contest, each Entrant (and, if the Entrant is a Parent submitting on behalf of a Youth Participant, the Parent, both individually and on behalf of the Youth Participant, to the fullest extent permitted by applicable law) agrees to indemnify, defend, and hold harmless the Released Parties from any and all such liability, and from any and all claims, damages, losses, costs, and expenses (including without limitation reasonable attorneys’ fees and costs) arising out of or relating to: (A) any breach of the Entrant’s representations, warranties, or obligations under these Official Rules; (B) any claim that an Entry infringes, misappropriates, or otherwise violates any third party’s intellectual property, publicity, privacy, or other proprietary rights; or (C) any unlawful

or willful misconduct in connection with the Contest. Each Entrant has agreed to the foregoing release freely and without any inducement or assurance of any nature, and intends it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agrees that if any portion of such release is held to be invalid, the balance notwithstanding shall continue in full force and effect. Each Entrant acknowledges the language of California Civil Code Section 1542, which provides: “**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**” Each Entrant hereby expressly waives the protection of California Civil Code Section 1542 and any similar statute or common law protection in any other jurisdiction. Each Entrant understands and agrees that claims or facts in addition to or different from those which are now known or believed by such Entrant to exist may hereafter be discovered. It is each Entrant’s intention to waive fully and release all claims that such Entrant now has or may have against the Released Parties, whether known or unknown, suspected or unsuspected, except as to claims that cannot lawfully be released. Each Entrant understands and acknowledges the significance of this waiver and assumes full responsibility for any injuries, damages, losses, or liabilities arising out of participation in the Contest, whether known or unknown at the time of Entry.

12. **GOVERNING LAW; DISPUTES; CLASS ACTION WAIVER; JURY TRIAL WAIVER.** These Official Rules and any disputes arising out of or relating to the Contest shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. As a condition of entering this Contest, each Entrant agrees that: (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Contest, these Official Rules, or any prizes awarded (each, a “**Claim**”) shall be resolved exclusively in the state or federal courts located in San Francisco County, California, and each Entrant hereby irrevocably consents to the personal jurisdiction and exclusive venue of such courts and waives any objection based on inconvenient forum; (b) Claims shall be brought ON AN INDIVIDUAL BASIS ONLY AND SHALL NOT BE CONSOLIDATED OR JOINED WITH OR IN ANY PROCEEDING INVOLVING A CLAIM OF ANY OTHER PARTY, and each Entrant waives any right to bring, join, or participate in any class action, collective action, or other representative proceeding; (c) each Entrant waives, to the fullest extent permitted by applicable law, any right to a trial by jury in connection with any Claim; and (d) under no circumstance will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; provided, however, that nothing in this subsection shall limit Sponsor’s right to seek any and all damages or remedies available at law or in equity against any Entrant. Nothing in this section prevents an Entrant from pursuing an individual claim in small claims court where permitted by applicable law, or from exercising non-waivable rights under applicable federal or state law. For Youth Design Category submissions, the Parent’s agreement applies to the Parent’s own claims and, to the extent permitted by law, claims relating to the Youth Participant. For residents of jurisdictions where the foregoing limitations are restricted or prohibited by law, the limitations set forth above shall apply only to the extent permitted by the laws of such jurisdiction.

13. **PRIVACY.** By entering the Contest, each Entrant authorizes Sponsor to collect, use, process, transfer, and store all data provided by Entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that Sponsor deems necessary, whether within Entrant's country of residence or elsewhere, and with such party(ies) as Sponsor deems appropriate, for purposes of administration of the Contest. All information submitted to Sponsor as part of this Contest will be treated in accordance with Sponsor's Privacy Policy, available at <https://bayfc.com/privacy-policy/>, and these Official Rules. Sponsor will only use Entrant's personal information to: (a) provide information about the Contest; (b) contact and publicize potential Winners; (c) for purposes of Contest administration and prize fulfillment; and/or (d) if an Entrant selects to receive additional information from Sponsor, to send additional information to that Entrant during or after the Contest Period. Entrants to the Contest may be given the option to receive commercial e-mails from Sponsor; however, eligibility to participate in the Contest is not dependent upon Entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data Sponsor requests to be eligible.
14. **PUBLICITY CONSENT AND RELEASE.** By entering, each Entrant (and, if the Entrant is a Parent submitting on behalf of a Youth Participant, the Parent on the Youth Participant's behalf, to the fullest extent permitted by applicable law) grants Sponsor the right to display the Entry and Design for Contest administration, judging, fan voting, winner announcement, and Contest-related publicity. Any Sponsor use of a Youth Participant's name, photograph, likeness, voice, city, school, or biographical information requires separate written consent from the Parent, except where otherwise permitted by law. Except where prohibited by law, by entering the Contest, each Entrant grants to the Released Parties (and agrees to confirm such grant in writing) the irrevocable, perpetual, worldwide, royalty-free right and license to use, reproduce, publish, broadcast, distribute, and display the Entrant's name, photograph, likeness, image, voice, biographical information, statements, Entry, Design, city and state of residence, and any other information submitted in connection with the Contest (collectively, "**Publicity Materials**") in any and all media now known or hereafter developed, including without limitation print, broadcast, Internet, and social media, for advertising, publicity, promotional, trade, and commercial purposes, without further notice, review, consent, or compensation of any kind. Each Entrant hereby releases the Released Parties from any and all claims arising out of or relating to any use of the Publicity Materials, including without limitation claims for invasion of privacy, infringement of right of publicity, defamation, or any other cause of action arising out of the use, adaptation, reproduction, distribution, broadcast, or exhibition of the Publicity Materials. Residents of jurisdictions that require prize winner consent for publicity use may be required to sign a separate publicity release as a condition of receiving a prize.
15. **SUSPENSION/MODIFICATION/TERMINATION.** In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, 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 Contest by any party, cyberattack or security breach, or any federal, state, local, or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor shall have the right, in its sole discretion, to modify, suspend, or terminate the Contest and/or award Prizes from among all eligible

Entries received prior to such action. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend, or terminate the Contest should causes beyond its control corrupt or interfere with the administration, integrity, operation, security, or proper play of the Contest; or (b) to disqualify any Entrant if Sponsor reasonably determines, based on available evidence, that the Entrant has tampered with the entry or voting process, violated these Official Rules, acted fraudulently or unlawfully, or engaged in conduct that materially impairs the integrity or orderly administration of the Contest. Any attempt by an Entrant or any other individual to deliberately damage or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

16. **THIRD-PARTY DISCLAIMER.** This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, X (formerly Twitter), TikTok, or any other social media platform (collectively, "**Social Media Platforms**"). By entering the Contest, each Entrant agrees that the Social Media Platforms are not liable in any way for any claims, damages, or losses associated with the Contest and releases the Social Media Platforms from any and all claims arising out of or relating to the Contest. Any questions, comments, or complaints regarding the Contest should be directed to Sponsor, not to any Social Media Platform. Additionally, this Contest is in no way sponsored or administered by the National Women's Soccer League or any of its member clubs other than Bay FC, though certain rights and releases granted under these Official Rules extend to NWSL entities as described herein.
  
17. **OFFICIAL RULES AND WINNERS LIST.** For a copy of these Official Rules or a Winners list (available after fifteen (15) business days following the selection of Winners), send a self-addressed, stamped envelope (residents of Vermont need not include return postage on Official Rules requests) to the following address: 2026 Fan Appreciation Design T-Shirt Contest [specify "Official Rules" or "Winners List"], c/o Bay FC, Attn: Legal Department, 609 Mission St., 6th Floor, San Francisco, CA 94105. All requests must be received no later than one hundred eighty (180) days after the end of the Contest Period. The Official Rules are also available online at: <https://bayfc.com/wp-content/uploads/official-rules-fan-t-shirt-design-contest-2026.pdf>. If any provision of these Official Rules is found to be unlawful, void, or unenforceable for any reason, that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions.