

Poppy Pop-Ups Sweepstakes Presented by Sutter Health
Official Rules

Important: Please read these Official Rules before entering the Poppy Pop-Ups Sweepstakes Presented by Sutter Health (the “Sweepstakes”).

1. **GENERAL.** NO PURCHASE NECESSARY TO ENTER TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. By submitting an entry to the Sweepstakes, the Entrant (as that term is defined below) acknowledges and agrees to these Official Rules. The Sweepstakes is void where prohibited by law. By entering the Sweepstakes, Entrants agree to be bound by these Official Rules and by all decisions of Bay FC (as that term is defined below), whose decisions are at its sole discretion and are binding and final in all respects. Failure to comply with these Official Rules will result in disqualification from the Sweepstakes.
2. **ELIGIBILITY.** The Sweepstakes is open only to legal United States residents who are physically located in the fifty (50) states of the United States of America or the District of Columbia and who are eighteen (18) years of age or older and the age of majority in their state of residence as of the beginning of the Sweepstakes Period. Employees of (i) BAFC Holdings, LLC and/or BAFC Team Operator, LLC (collectively, “**Bay FC**”), (ii) National Women’s Soccer League, LLC and each of its member clubs (collectively, “**NWSL**”), (iii) Sutter Health, and (iv) each of their respective parent companies, subsidiaries, affiliates, officers, directors, agents, employees, advertising and promotion agencies, licensees, distributors, dealers, retailers, sponsors, printers, and representatives (collectively, the “**Organizing Entities**”), and members of their immediate families (spouses, parents, children, and siblings and their spouses) and/or household members (whether or not related) of each of the foregoing are not eligible. The Sweepstakes is void where prohibited or restricted by law. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.
3. **TIMING.** The Sweepstakes begins on Saturday March 7, 2026 at 8:00 a.m. PT and ends on Saturday March 7, 2026 at 11:59 p.m. PT (“**Sweepstakes Period**”). All times in the Sweepstakes refer to Pacific Time.
4. **HOW TO ENTER.** No purchase necessary. There are two ways to enter during the Sweepstakes Period: (i) attend one of the Poppy Pop-Up Events presented by Sutter Health (in either China Basin Park in San Francisco or San Pedro Square in San Jose) on March 7, 2026, participate in the on-site photo booth activation and, using the entry form located at the photo booth, enter your name, email address, and phone number; or (ii) complete the form located at <https://bayfc.com/promotions/poppy-popup-20260307>. To be eligible, each Entry must be received no later than March 7, 2026 at 11:59 p.m. PT. 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 identifying information to third parties for the purpose of administering the 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.

5. **CONSENT TO RECEIVE MARKETING MESSAGES.** As a condition to entering the Sweepstakes, each Entrant consents to the processing of their name, e-mail, and/or phone number by the Organizing Entities and their service providers in accordance with Bay FC's Privacy Policy located at <https://bayfc.com/privacy-policy/>. Each Entrant consents to receive e-mails, calls, and/or text messages, including live, prerecorded, and/or automated calls and messages, to that email or phone number. Entrants may opt-out of receiving such e-mails, calls, and/or text messages at any time upon notice to the Organizing Entities.
6. **LIMIT ONE (1) VALID ENTRY PER PERSON.** 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 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.
7. **SELECTION OF WINNER.** One (1) winner will be randomly selected from all eligible Entries received within the Sweepstakes Period (the "**Winner**"). The Winner will receive the Prize (as that term is defined below). The Winner will be notified on or about March 10, 2026, through the email or social media account used by the Winner to submit their winning Entry. Only the selected Winner will be notified. Substitute Winner(s) may be selected by Bay FC at its reasonable discretion due to non-response. The Winner may be required to sign and return to Bay FC an affidavit of eligibility and liability and publicity release within 48 hours of receipt. If (i) any Prize notification is undeliverable, (ii) a potential Winner does not respond to notification in a timely manner, or (iii) in the event of non-compliance with any of these requirements, then the Prize(s) will be forfeited, and alternate Winner(s) will be selected from the remaining eligible Entries. The odds of winning depend on the number of eligible Entries received within the Sweepstakes Period. In the event of early termination, Bay FC reserves the right to award the prize(s) in a random drawing from among all eligible entries received prior to such termination.
8. **PRIZE.** One (1) Prize will be awarded for the Sweepstakes. The Prize will consist of a 2026 Bay FC home jersey signed by one or more Bay FC players (the "**Prize**"). The estimated value of the Prize is one hundred fifty U.S. dollars (\$150). This is an estimated value only. The Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize he or she receives, regardless of whether the Prize, in whole or in part, is used. The Prize cannot be exchanged for cash and the Winner may not substitute the Prize. Transfer of the Prize to another individual or entity is prohibited. Limit of one (1) Prize per person. The details and availability of the Prize are subject to change in Bay FC's sole discretion and Bay FC reserves the right to substitute a similar prize of equal or greater value in its sole discretion. Sponsor will issue an IRS Form 1099-MISC to any winner receiving a prize valued at \$600 or more.

9. **ODDS.** Odds of winning will depend on the total number of entries received and Bay FC makes no representations or warranties regarding the probability of an Entrant winning a Prize.
10. **BACKGROUND INVESTIGATION.** The Organizing Entities reserve the right to conduct a background investigation on the potential Winner, and reserve the right in their sole discretion to disqualify any potential Winner or guest based on the results of such background investigation, if Bay FC determines in its sole discretion that awarding a Prize to such winner or guest might reflect negatively on the Organizing Entities.

Potential Winner agrees and understands that he or she must agree to authorize and cooperate with an independent background investigation by Bay FC and/or its agents, if requested, by completing a consent form in the designated timeframe for an investigation of their background, references, character, employment, education, social media, and without limitation civil and criminal court records or police records, including a review of social media, including those maintained by both public and private organizations and all public records, for the purpose of confirming information provided by the potential winner and/or obtaining other information that may be relevant to qualifications as the potential Prize recipient in the Sweepstakes. Potential Winner agrees and understands that, based on such results, they may be disqualified if the results are not acceptable to Bay FC at Bay FC's sole discretion and that the specific reason(s) for any such disqualification will not be provided to any disqualified potential winner or guest.

11. **WAIVER; DISCLAIMER; INDEMNIFICATION.** By entering the Sweepstakes, each Entrant agrees to (a) be bound by these Official Rules, including all Entry requirements, and (b) waive any and all claims against Organizing Entities for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from participation in the Sweepstakes, receipt or use of the Prize (or any portion thereof), or any travel or activity related thereto. 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 of the Prize, and agrees to indemnify, hold harmless and release each of the Organizing Entities, Instagram, Facebook, X and Tik Tok, or other comparable social media platforms, from any and all such liability. None of the Organizing Entities 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 Sweepstakes.

THE ORGANIZING ENTITIES EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY TO THE ENTRANTS AND ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE ORGANIZING ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, 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. THE WINNER OF THE PRIZE ACKNOWLEDGES THAT THE PRIZE IS AWARDED “AS IS” AND THAT THE ORGANIZING ENTITIES HAVE 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.

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

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE, OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, BAY FC RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

13. **DISPUTES/CHOICE OF LAW; CLASS ACTION WAIVER.** As a condition of entering this Sweepstakes, each Entrant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Sweepstakes, these Official Rules, or any prizes awarded (each, a “**Claim**”) shall be (i) **ARBITRATED ON AN INDIVIDUAL BASIS ONLY AND SHALL NOT BE CONSOLIDATED OR JOINED WITH OR IN ANY ARBITRATION OR OTHER PROCEEDING INVOLVING A CLAIM OF ANY OTHER PARTY;** and (ii) settled by binding arbitration in San Francisco, California before a single arbitrator appointed by JAMS in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) 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. For New Jersey residents, the limitations set forth above may be inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of California, U.S.A, applicable to contracts entered into and performed exclusively in that State, without reference to California's choice of law rules.

14. **PRIVACY:** Information entrants provide to Bay FC will be maintained and used in accordance with Bay FC's [Privacy Policy](#) and these Official Rules.
15. **PUBLICITY CONSENT AND RELEASE.** Except where prohibited by law, by entering the Sweepstakes, each Entrant grants to the Organizing Entities (and agrees to confirm that grant in writing) and those acting pursuant to the authority of the Organizing Entities 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 Internet and 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.
16. **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.
17. **SPONSOR.** The Sponsor of the Sweepstakes is BAFC Holdings, LLC, 609 Mission St., Floor 6, San Francisco, CA 94105.
18. **OFFICIAL RULES OR WINNERS LIST.** For a copy of the Official Rules or Winners List (available fifteen (15) days after the end of the Sweepstakes Period) send a self-addressed, stamped envelope (residents of VT need not include return postage on rules requests) to the following address no later than 180 days after the end of the Sweepstakes Period (Please specify "Official Rules" or "Winners"): Poppy Pop-Ups Sweepstakes, c/o Bay FC, Attn: Legal Department, 609 Mission St, 6th Floor, San Francisco, CA 94105.

19. **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. Additionally, the Sweepstakes is in no way sponsored, endorsed, administered by the National Women's Soccer League or any of its member clubs other than Bay FC.