

Orange County Soccer Club Sweepstakes Rules

OC PROFESSIONAL SOCCER LLC dba ORANGE COUNTY SOCCER CLUB's ("OCSC") Official Sweepstakes Rules and Legal Disclaimer

Introduction

By entering into any OCSC-sponsored sweepstakes (each, a "**Sweepstakes**"), participant ("**Participant**") agrees to abide by these Official Sweepstakes Rules and Legal Disclaimer and the decisions of OCSC, such decisions which are final and binding in all respects.

No purchase necessary to enter or win. Purchase of OCSC products or services does not enhance chances of winning.

Eligibility

Sweepstakes are open solely to legal residents of the County of Orange, California, graduating from any K-12 grade level or college graduate. Employees, officers, directors, or agents of OCSC ("**Promoter**") or any of Promoter's partners, related companies, agencies, or agents, as well as the immediate family (defined as spouse, parents, siblings, children, and grandparents) and same household members of any such employee, officer, director, or agent, are not eligible to participate. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law.

How to Enter

To enter a Sweepstakes, visit www.orangecountysoccer.com/gradgiveaway, click on the Sweepstakes you are interested in participating in, and follow the instructions provided. Applicable deadlines are set forth therein. Promoter will not consider incorrect, fraudulent, incomplete, late, or otherwise non-conforming entries or entries that are intended to annoy, abuse, threaten, or harass any person or entity in any way. Limit of one (1) entry per person per Sweepstakes; multiple entries by any one individual are void. Entries generated by macro, script, or other automated means are void. Any entrant using fraudulent means to participate in a Sweepstakes will be disqualified and may be guilty of violating applicable criminal laws. All entries, once provided, are Promoter's sole and exclusive property. Eligibility is at the exclusive discretion of Promoter, and Promoter shall be entitled to reject any entrant for any reason or no reason at all without having to provide an explanation. Promoter reserves the right, in its sole discretion, to cancel, suspend, or terminate a Sweepstakes for any reason and without prior notice to any Participant. In such instance, Promoter may, if and as appropriate, select a winner using reasonable means that are materially consistent with the Sweepstakes in question.

Provision of Materials and Information/Intellectual Property

By entering into a Sweepstakes, Participant represents and warrants as follows (1) that it fully owns or has properly licensed whatever materials or information it submits hereunder in connection with the Sweepstakes and can make such submissions without violating any: applicable law, agreement with any third-party, and/or third-party right of any kind (including without limitation any intellectual property, data protection, privacy, or publicity right); and (2) that any and all materials or information provided by it hereunder shall be true and correct in all respects. Furthermore, without limitation on anything set forth herein to the contrary, Promoter shall have the irrevocable, transferable, and fully sublicensable right and license (but not the obligation) to exploit any and all such materials or information in any manner it so elects to promote the Sweepstakes, its business, brand, products, and/or services, throughout the world in perpetuity, and in any and all media, now or hereafter known.

Prizes; Selecting and Notifying Prize Winners

The odds of winning a prize (each, a **"Prize"**), and the retail value of any such Prize, varies from Sweepstakes to Sweepstakes, and depends on the number of entrants. This information is set forth in each Sweepstake's webpage, which can be found by clicking on the appropriate link at: www.orangecountysoccer.com/currentsweepstakes. All Sweepstakes winners will be selected pursuant to the specific random draw procedures set forth in the applicable Sweepstake's webpage. Promoter will contact all winners by email to confirm that they have won and are entitled to a Prize. Promoter is not responsible for digital communications that are undeliverable as a result of any filtering of any kind, insufficient space in a Participant's account, or any other failure beyond its reasonable control. In the event of a dispute with respect to entries received from more than one user having the same e-mail address/account, the authorized subscriber of the account in question at the time of entry will be deemed the proper entrant. Additionally, all winners will be posted on Promoter's website. Each winner must show picture identification to claim his or her Prize. Any potential winner will forfeit his or her Prize if he or she (1) fails to respond in a timely fashion to any of Promoter's requests for information or signatures with respect to the Sweepstakes or the Prize; (2) cannot be reached at the information provided by such individual; (3) rejects the Prize (or it is returned undeliverable through no fault of Promoter); or (4) is disqualified from the Sweepstakes for any reason. In the event of any forfeiture hereunder, an alternate winner will be selected. Prize winners are solely responsible for all applicable (1) federal, state, and local taxes; and (2) out-of-pocket expenses, associated with Prize acceptance and use. Prizes will not be substituted by Promoter for cash or other merchandise pursuant to any Prize winner's request. Promoter, however, reserves the right to substitute alternate Prizes of comparable or equal value in its sole discretion. Subject to applicable law, **Prizes are offered "as is" without any express or implied warranty of any kind or nature**, including without limitation, any warranty respecting condition, merchantability, quality, title, or fitness for a particular purpose. Promoter is not responsible for replacing any damaged Prizes unless such damage is caused by Promoter. Winners must look to the Prize's manufacturer for potential guarantees or warranties of any kind.

Publicity

Subject to applicable law, entrance in any Sweepstakes constitutes the Participant's consent to Promoter and Promoter's affiliates to use his or her name, voice, likeness, opinions, and biographical information for marketing, advertising, and publicity purposes in any media throughout the world at any time without the obligation to seek consent or to provide Participant with any payment or other form of consideration. Participant agrees to execute any document reasonably required by Promoter to effectuate the terms hereof and failure to do so shall give rise to Promoter's right to execute any and all such documents as Participant's attorney-in-fact, which right shall be coupled with an interest and therefore, irrevocable.

Release

Subject to applicable law, by entering into a Sweepstakes and potentially receiving a Prize, each Participant and winner agrees to release, discharge, and hold harmless Promoter, along with Promoter's employees, officers, directors, affiliates, partners, agents and assigns, from and against any claim, cause of action, demand, or proceeding (each, a **"Claim"**), and any resultant loss, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees (each, a **"Loss"**), relating to or arising directly or indirectly out of his or her participation in a Sweepstakes (or related activity such as a press release), and/or Promoter's right to exploit Participant's name and/or likeness or fully exploit any other right granted to it hereunder, and/or from Participant's receipt, use, or misuse of any Prize, no matter how such Claim or Loss arises (including without limitation, if arising out of any damage to a Participant's computer system from downloading or using material from Promoter's, or an affiliate of Promoter's, website).

Limitation of Liability

IN NO EVENT WILL PROMOTER, AND/OR PROMOTER'S PARENT, SUBSIDIARY, LICENSEES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, ASSIGNS, AFFILIATES, OR RELATED COMPANIES (COLLECTIVELY WITH PROMOTER, THE **"PROMOTER PARTIES"**), BE

RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, THESE OFFICIAL RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY PROMOTER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROMOTER PARTIES' ENTIRE LIABILITY WITH RESPECT TO: ANY PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, THESE OFFICIAL RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE SHALL BE LIMITED TO \$500. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Use of Collected Materials and Information

Promoter will be collecting, storing, and exploiting personal data about Participants to administer Sweepstakes and exercise its rights hereunder, including without limitation, those relating to marketing and publicity. By entering into any of Promoter's Sweepstakes, Participants agree to Promoter's collection and use of their personal information. Promoter will not disclose any Participant's personal information to any non-affiliated third party. For more information on Promoter's handling of personal information, see Promoter's Privacy Policy, a copy of which can be found at the following link: www.orangecountysoccer.com/privacypolicy.

Dispute Resolution

The parties hereto acknowledge and agree as follows (1) that all disputes, causes of action, and claims connected to or arising in any way hereunder between the parties shall be resolved solely on an individual basis (i.e., **class actions suits are hereby waived by the parties**) and exclusively by the state or federal courts situated in [INSERT COUNTY, STATE OF PROMOTER]; (2) that the laws of the state of [INSERT STATE OF PROMOTER] shall govern, without regard to its conflict of laws principles; and (3) that **the parties hereto waive any right to a trial by jury**.

Winner's List

For a list of all Prize winners, send a self-addressed, stamped envelope to 20 Fairbanks, Suite 181, Irvine, CA 92618 after expiration and/or conclusion of each such Sweepstakes with your request.

PROMOTER: OC PROFESSIONAL SOCCER LLC dba ORANGE COUNTY SOCCER CLUB is located at 20 Fairbanks, Suite 181, Irvine, CA 92618.