

## FC Cincinnati Ohio 529 Plan College Savings Goal Giveaway

August 13, 2019 through 11:59 p.m. ET August 18, 2019

### Sweepstakes Rules

1. **Certification of Entrant:** By entering the **FC Cincinnati Ohio 529 Plan College Savings Goal Giveaway** (the “Sweepstakes”), you agree to be bound by these Sweepstakes Rules and acknowledge that you have complied with these Sweepstakes Rules, and are an eligible individual as described in item five (5) below.
2. **No purchase required:** No purchase or contribution to a CollegeAdvantage Direct 529 Savings Plan is necessary to enter. No purchase or contribution will increase your chances of winning.
3. **Required information to enter:** You must provide your first and last name, valid phone number, and a valid email address to enter.
4. **Number of entries allowed:** One (1) entry per day, per email address.
5. **Eligibility:** The Sweepstakes is open to legal residents who live within (a) a seventy-five (75) mile radius of Nippert Stadium in Cincinnati, Ohio but excluding the Columbus Designated Area (as such term is defined below) and (b) the Designated Market Areas (as defined by Nielsen Media Research Company (or any other entity selected by MLS in its reasonable discretion whose market definitions are commonly used in the media industry)) of Lexington, Kentucky, Louisville, Kentucky, and Indianapolis, Indiana (the “Territory”) who are of legal age of majority in the jurisdiction in which they reside (and at least 18 years old) at the time of entry. “Columbus Designated Area” shall mean the geographic area within the twenty-five (25) mile radius around the home stadium of the Columbus Crew (or any other MLS team that plays its home games in the Columbus, Ohio Designated Market Area). Employees, Board members, officers, and directors (including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Fussball Club Cincinnati, LLC, d/b/a Football Club Cincinnati (“Club”), Ohio Tuition Trust Authority (“OTTA” or “Sponsor”), the Ohio Department of Higher Education, Major League Soccer, L.L.C. (“MLS”), and Soccer United Marketing, LLC (“SUM” and collectively with the Club and MLS, the “MLS Entities”) and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes are not eligible to participate or win a prize. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void outside Territory, and where prohibited or restricted by law, rule or regulation.
6. **How to enter:**
  - A. **Online Entry:** Eligible individuals may enter the sweepstakes by completing the official CollegeAdvantage Sweepstakes Contest Form on the CollegeAdvantage website located at: <https://www.collegeadvantage.com/collegesavingsgoal>.
  - B. **Mail Entry:** Eligible residents may, as an alternative, mail a 4”x 6” postcard with your first name, last name, mailing address, valid e-mail address, and valid phone number to: Ohio Tuition Trust Authority **FC Cincinnati Ohio 529 Plan College Savings Goal**, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Mailed entries must be postmarked by August 16, 2019, in order to be included in the drawing. Limit one entry per day per stamped outer envelope.

7. **Deadline:** Deadline for entry online is 11:59 p.m. ET on Sunday, August 18, 2019.
8. **Drawing date:** A random drawing will be held by the Ohio Tuition Trust Authority (“OTTA”) no later than Tuesday, August 20, 2019.
9. **Number of winners and Award:** Three (3) winners (each a “Winner”) will be randomly selected from the contest landing page. One (1) Grand Prize winner will receive a \$2,500 college savings award to add to or open a CollegeAdvantage Direct 529 Plan and one (1) Club Prize Pack, which will include one (1) Club-signed soccer ball, one (1) Club scarf, one (1) customized Club Jersey; and four (4) tickets to a future home game. The Grand Prize winner will also receive four (4) tickets to the August 25 game, where the check will be presented to the Grand Prize winner. Approximate Retail Value (ARV) of the Grand Prize Award: \$3,940. The Two (2) Runners Up will each win one (1) Club Prize Pack, which will include one (1) Club-signed soccer ball, one (1) Club scarf, one (1) customized Club Jersey; and four (4) tickets to a future home game. Each Runner Up winner will also receive two (2) tickets to the August 25 game. Approximate Retail Value (ARV) of each Runner Up Prize: \$1,440. Total Approximate Retail Value (ARV) of all prizes: \$6,820.

**TRANSPORTATION TO/FROM THE GAME, EVENT, OR EXHIBITION, AND LODGING NOT INCLUDED.** Each Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of each Winner. All prize details are at Sponsor’s sole discretion. Winner’s guests must be of legal age of majority in their jurisdictions of residence, unless accompanied by his/her parent or legal guardian or unless the child or legal ward of winner.

Each prize is non-transferable and non-assignable, with no substitutions except at Sponsor’s sole and absolute discretion. Sponsor reserves the right to substitute the prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion. MLS game, event, and exhibition dates and times are determined in the sole discretion of MLS and/or the applicable MLS team, as applicable, and may be subject to change. Exact seat locations will be determined by Sponsor. The terms and conditions of the tickets awarded as prizes will govern in the event a game, event or exhibition, as defined by MLS, is not played due to weather, an Act of God, an act of terrorism, civil disturbance, work stoppage or any other reason. Winner and his/her guest(s) agree to comply with all applicable stadium regulations in connection with the Prize. Sponsor and the applicable MLS Entities reserve the right to remove or deny entry to Winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at any game, event or exhibition. Released Parties (as defined below) will not be responsible for weather, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other event that may cause the cancellation or postponement of any MLS game, event or exhibition. As a condition to receiving any prize or competing in the competition, the Winner shall enter into a written assumption of risk and release of liability agreement in a form acceptable to Sponsor and the Club. Sponsor and the Club (in their sole discretion) have the ability to deny any Winner or potential winner entrance into the competition for any lawful reason. In such an event, Sponsor may (in its sole discretion) draw another random Winner to participate in the competition.

10. **Winner notification method and date:** Winners will be contacted by e-mail no later than Wednesday, August 21, 2019, and will have two (2) business days to claim their Award (the “Deadline”).
11. **Requirements for Award to be made:** Before the Award can be made, the Winner must:
  - Sign and return to OTTA a completed W-9 tax form and a Recipient Acknowledgement of Terms of Award and Release form, both forms to be provided by OTTA, and

- Identify at least one (1) beneficiary, but not more than six (6) beneficiaries, to receive the Award, and
  - Have, or establish within ten (10) business days of returning to OTTA a completed W-9 tax form and a Recipient Acknowledgement of Terms of Award and Release form, a CollegeAdvantage Direct 529 Savings Plan account, with a designated Beneficiary and provide their eleven (11) digit account number to OTTA via the completed Recipient Acknowledgement of Terms of Award and Release form. If establishing a new CollegeAdvantage Direct 529 Savings Plan account, no initial contribution from the Grand Prize Award Winner is necessary (the Grand Prize Award will constitute the initial contribution). If contributing to and/or establishing multiple CollegeAdvantage Direct 529 Savings Plan accounts, the Grand Prize Award Winner must designate how the Grand Prize Award is distributed across said accounts.
12. **Forfeit of Award:** If a Winner cannot be contacted using the e-mail address provided with the Winner's entry or does not respond after reasonable attempts and after the Deadline to claim the Award, OTTA will select a new Winner. A Winner forfeits any claim to the Award if OTTA has not received the information and documentation required by these Sweepstakes Rules via mail, e-mail, or fax by no later than 3 p.m. ET Friday, August 23, 2019. As stated in item eleven (11) above, if the Grand Prize Award Winner will establish one or more new CollegeAdvantage Direct 529 Savings Plan accounts, such account(s) must be established within ten (10) business days of this deadline, or the Award will be forfeited.
13. **Public announcement of winners:** All Award Winners will be announced no later than Saturday, August 25, 2019, on the CollegeAdvantage blog page. Any person may also receive a list of Winners by sending a self-addressed, stamped envelope to: Ohio Tuition Trust Authority, **FC Cincinnati and Ohio 529 Plan College Savings Goal**, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Such request must be postmarked no later than Sept. 4, 2019.
14. **Permission for Communications and Privacy Policy:** By entering this Sweepstakes, you agree to receive information from OTTA about the CollegeAdvantage Program via mail, e-mail, and any other method of communication. Any information collected during this Sweepstakes is being collected solely by OTTA and not by Facebook or any other person or entity. OTTA does not share or sell any of its lists of contact information with or to third parties. All information and files submitted in the format specified will become property of Sponsor and used as provided in the MLS Terms of Use and Privacy Policy, each of which can be found by visiting <http://www.mlssoccer.com/terms-service> and <http://www.mlssoccer.com/privacy-policy> (both of which are incorporated herein by reference). Any such information is being collected by OTTA and not by Facebook or any other person or entity.
15. **Facebook Release.** This Sweepstakes is being conducted solely by OTTA and is not sponsored, endorsed or administered by, or associated with, Facebook. By entering this Sweepstakes you hereby release Facebook from any and all liability related to your participation in this Sweepstakes.
16. **Reservation of Rights.** OTTA reserves the right to cancel or modify the terms of the Sweepstakes at any time, for any reason, with or without notice to Sweepstakes entrants, and by participating in the Sweepstakes, you agree to be bound by such cancellation and/or modification.
17. **Limitations of Liability; Publicity Release; Forum.** The Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered, or garbled notifications, mail or entries or postage-due mail; or for lost, interrupted or unavailable network, server, Internet Service Provider ("ISP"), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure

or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. The Released Parties (as defined below) are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Sweepstakes. The Released Parties (as defined below) are not responsible for any Award mailed to an address provided by a Winner but not delivered, regardless of the reason for non-delivery, or for any Award that a Winner is unable to use, whether due to cancellation of the event, personal circumstances or any other reason. The Released Parties (as defined below) are not responsible for injury or damage to an entrant's or any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website.

By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Sweepstakes Rules, including all entry requirements, and (ii) waive any and all claims against the Sponsor, the Ohio Department of Higher Education, the State of Ohio (or any agency or instrumentality thereof), the MLS Entities, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur (including death), directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any prize or any travel or activity related to the receipt or use of any prize. Each Winner, by acceptance of a prize or participation in the competition, grants to Sponsor, the MLS Entities and each of their respective designees the right to publicize such Winner's name, address (city and state of residence), photograph, voice and/or other likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law. By entering this Sweepstakes, you hereby submit to the exclusive jurisdiction of the court of Franklin County, Ohio.

18. **Disclaimers:** This Sweepstakes is subject to all applicable federal, state and local laws. Odds may vary based on the number of eligible entries received. Persons who tamper with, hack, manipulate or abuse any aspect of the Sweepstakes or website, or who attempt to do the same may be subject to prosecution, and persons engaging in any of the foregoing activities or who are in violation of these Sweepstakes Rules, as solely determined by OTTA, will be disqualified and all associated entries will be void. OTTA reserves the right, at its sole discretion, to suspend, modify or terminate the Sweepstakes should any portion of the Sweepstakes be, in OTTA's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of OTTA, corrupt or impair the administration, security, fairness or proper play, or submission of entries. If terminated, OTTA may, at its discretion, select the potential winners for the drawing at issue from all eligible, non-suspect entries received for such drawing prior to action taken or as otherwise deemed fair and appropriate by OTTA. The Released Parties are not responsible for typographical or printing errors in these Sweepstakes Rules or in any other documents related to this Sweepstakes. Standard data charges from your mobile carrier may apply if entering this Sweepstakes on a mobile device. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the ISP, on-line service provider, or other organization responsible for assigning e-mail addresses. The Sweepstakes is designed to increase consumer awareness of and interest in

MLS. This Sweepstakes may not be used for any form of gambling. In the event that the Sweepstakes is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Sweepstakes, or to disqualify participants residing in the affected geographic areas. In such event, Released Parties shall have no liability to any participants who are disqualified due to such an action. The Grand Prize Award may be considered income, and any and all taxes associated with a prize are the responsibility of the Winner. Any person winning over six hundred dollars (\$600.00) in prizes will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS. The Approximate Retail Value ("ARV") of the Grand Prize Award is \$3,125 (\$2,500 college savings award, Club Prize Pack, and four (4) tickets to the August 25 game). Each Runner Up Award has an ARV of \$625, (1 Club Prize Pack + 2 tickets to the August 25 game). The Winners may not substitute, assign or transfer an Award, but OTTA reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. All Award details are at OTTA's sole discretion. Limit one (1) Award per person/household.

19. **Sponsor:** The sponsor of this Sweepstakes is Ohio Tuition Trust Authority, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215.