FC Cincinnati CollegeAdvantage College Savings Goal Giveaway

June 19, 2021 through 11:59 p.m. Eastern Time (ET) Saturday, October 16, 2021

Sweepstakes Rules

- 1. **Certification of Entrant:** By entering the **FC Cincinnati CollegeAdvantage 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, including but not limited to verifying that you are an eligible individual as described in item five (5) below.
- 2. **No purchase required:** No purchase or contribution to a CollegeAdvantage 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, date of birth including year, a valid email address, valid phone number, and your city and state of residence.
- 4. **Number of entries allowed:** One (1) entry per day, per email address.
- 5. **Eligibility:** To be eligible to enter and win, you must meet the following requirements from the time of entry through delivery of an Award (defined below), if applicable (each person meeting these requirements is herein referred to as an "Eligible Individual").
 - You must be a legal resident of the fifty (50) United States or District of Columbia (other than those excluded below);
 - You must be at least eighteen (18) years of age and be of the legal age of majority in the jurisdiction in which you reside;
 - You must have a social security number or tax identification number;
 - You must be a legal resident who lives within (a) a seventy-five (75) mile radius of TQL 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"). "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).
 - You must <u>NOT</u> be an Employee or board member (or an immediate family member of such person) 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. Immediate family members are defined as: parents, children, spouses or siblings and their respective spouses, regardless of where they reside, and those living in the same households, whether or not related; and
 - You must **NOT** reside outside the Territory or in Florida, New York, Rhode Island or any other state or locality where this Sweepstakes is prohibited.

- 6. **How to enter:** Eligible Individuals may enter the sweepstakes by completing the official CollegeAdvantage FC Cincinnati CollegeAdvantage College Savings Goal Giveaway form on the landing page at the CollegeAdvantage website: www.collegeadvantage.com/fccincinnati.
- 7. **Enter by mail:** Eligible Individuals may, as an alternative, mail a 4"x 6" postcard with your first name, last name, date of birth including year, mailing address, valid telephone number, and a valid email address to: Ohio Tuition Trust Authority, FC Cincinnati CollegeAdvantage College Savings Goal Giveaway, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Mailed entries must be postmarked by Friday, October 8, 2021, in order to be included in the drawing. Limit one entry, per postmark date, per stamped outer envelope.
- 8. Deadline: Deadline for entry online is 11:59 p.m. ET on Saturday, October 16, 2021.
- 9. **Drawing date:** A random drawing will be held by the Ohio Tuition Trust Authority ("OTTA") no later than Tuesday, October 19, 2021.
- 10. Number of winners and Award: One (1) Eligible Individual (the "First Place Winner") will be selected to receive an FCC Prize Pack and \$2,500 College Savings Award, which will be deposited into a CollegeAdvantage 529 Direct Plan College Savings account (the "First Place Award"). Two (2) Eligible Individuals (the "Runner-up Winners") will be selected to receive an FCC Prize Pack (the "Runner-up Award"). The Grand Prize Award and the two (2) Runner-Up Awards are collectively referred to herein as an "Award" or the "Awards."
- 11. Winner notification method and date: Winner of the Grand Prize Award will be contacted by email no later than Thursday, October 21, 2021, and will have two (2) business days to claim their Award (the "Grand Prize Deadline"). After the Grand Prize Award has been accepted, the Winners of the two (2) Runner-Up Awards will be notified successively of their Awards by email. The Winners of those Awards will have two (2) business days from the time of notification to claim their Awards (the "Secondary Deadlines").
- 12. **Requirements for Grand Prize Award to be made:** Before the Grand Prize Award can be made, the Grand Prize Winner must:
 - Sign and return to OTTA, within three (3) business days of notification, an accurate, 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, into whose CollegeAdvantage 529 Direct Plan Account the Grand Prize Award will be deposited, 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(s), each with one designated Beneficiary and provide their eleven (11) digit
 account number(s) to OTTA via a completed Recipient Acknowledgement of Terms of Award and
 Release form. If establishing a new CollegeAdvantage Direct 529 Savings Plan account(s), no initial
 contribution from the Winner is necessary (the Award will constitute the initial contribution). If
 contributing to and/or establishing multiple CollegeAdvantage Direct 529 Savings Plan accounts (up
 to six (6) total with a minimum allocation of \$25 to each account), the Winner must designate how
 the Award is distributed across said accounts.
- 13. **Requirements for delivery of Two (2) Runners-Up Awards:** Before the two (2) Runners-Up Awards can be delivered, those Winners must sign and return to OTTA, within three (3) business days of notification, an accurate, completed W-9 tax form and a Recipient Acknowledgment of Terms of Award and Release form, both forms to be provided by OTTA.
- 14. **Forfeit of Award:** If a Winner cannot be contacted using the email address provided with the Winner's entry or does not respond after reasonable attempts and after the Deadline (or Secondary Deadline, as applicable based on Section Eleven (11) above) to claim the Award, OTTA will select a new Winner. Each

Winner forfeits any claim to the Award if OTTA has not received the information and documentation required in items twelve (12) or thirteen (13) above, as applicable, via mail, email, or fax within three (3) business days of Notification. As stated in item twelve (12) above, if the Grand Prize Award Winner chooses to establish one or more (up to six (6) total) new CollegeAdvantage Direct 529 Savings Plan account(s) for deposit of the Award, such account(s) must be established within ten (10) business days of this deadline, or the Award will be forfeited. Any Award will also be forfeited if at any time OTTA discovers that you were not an Eligible Individual at the time of entry or at any time up to and including delivery of the Award, or if you refuse to provide any information requested by OTTA to confirm your eligibility. OTTA reserves the right at any time to remove an Award from the relevant account(s) if OTTA discovers after the Award has been deposited that incorrect information was provided, eligibility criteria were not met, or any other fact or circumstance exists that renders the delivery of the Award improper.

- 15. **Public announcement of winners:** All Winners will be announced no later than November 16, 2021, on the CollegeAdvantage Facebook page. Any person may also receive a list of Winners by sending a self-addressed, stamped envelope to: Ohio Tuition Trust Authority, FC Cincinnati CollegeAdvantage College Savings Goal Giveaway, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Such request must be postmarked no later than November 16, 2021.
- 16. **Publicity Release:** By entering this Sweepstakes you agree, except where prohibited, to have your name, address (city and state), photograph, voice and/or other likeness and Award information used for advertising, trade and promotional purposes and without further compensation, in all media now known or hereafter discovered, in any manner, worldwide in perpetuity without notice or review or approval at the discretion of OTTA. Any such information is being collected by OTTA and not by Facebook or any other person or entity. This item sixteen (16) does not apply to residents of Tennessee or any other location where this release is prohibited by law.
- 17. **Permission for Communications and Privacy Policy:** By entering this Sweepstakes, you agree to receive information from OTTA about their products and the CollegeAdvantage Program via mail, email and any other method of communication. Any information collected during this Sweepstakes is being collected 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 OTTA 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).
- 18. **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.
- 19. **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.
- 20. **Tax Liability.** OTTA is not qualified to give tax advice and nothing in these Sweepstakes Rules nor any communication from OTTA regarding this Sweepstakes or otherwise shall be deemed tax advice. OTTA hereby discloses that the Award is includible in the gross income of any Winner, and such Winner is responsible for reporting and paying any federal and/or state tax on the Award. OTTA will report to federal and state tax authorities the distribution of this Award and provide Winner(s) with a Federal Form 1099-Misc if the total of this Award and any other awards received from OTTA by any one individual total \$600 or more in a single calendar year. Any Winner(s) should consult a tax advisor regarding any tax liability arising from any award(s) received as a part of this Sweepstakes or otherwise.

- 21. Limitations of Liability; Forum. OTTA is 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. OTTA is 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. OTTA is 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. OTTA is 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. Entrants, by participating, agree that OTTA, the Ohio Department of Higher Education and the State of Ohio, or any agency or instrumentality thereof, will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of an Award or participation in this Sweepstakes. By entering this Sweepstakes, you hereby submit to the exclusive jurisdiction of the court of Franklin County, Ohio. By entering this Sweepstakes you hereby waive any and all claims against Club, Major League Soccer, L.L.C., and Soccer United Marketing, LLC 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, the "League Entities"). You hereby acknowledge and agree that the League Entities are not involved or responsible in any way for the execution of this Sweepstakes.
- 22. Disclaimers: This Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void outside the Territory and in Florida, New York, Rhode Island and where prohibited or restricted by law, rule or regulation. 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. OTTA and the League Entities 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 email account, the authorized

subscriber of the email 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 email address by the ISP, on-line service provider, or other organization responsible for assigning email addresses. 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, OTTA and/or the League Entities reserve the right to discontinue or modify the Sweepstakes, or to so disqualify participants residing in the affected geographic areas. In such event, neither OTTA nor the MLS Entities shall have no liability to any participants who are disqualified due to such an action. The Award may be considered income, and any and all taxes associated with a prize are the responsibility of the Winner. The Approximate Retail Value ("ARV") of the Grand Prize Award is \$2,750 (\$2,500 college savings award + the FCC Prize Pack.) The ARV for each of the two (2) Runner-Up Awards is \$250 (the FCC Prize Pack). 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.