

## FC Cincinnati CollegeAdvantage College Savings Goal Giveaway

Saturday, July 6, 2024, through 11:59 p.m. Eastern Time (EST) Saturday, September 14, 2024

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.  
VOID WHERE PROHIBITED. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.**

### Sweepstakes Rules

- 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.
- 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.
- 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.
- Number of entries allowed:** One (1) entry per day, per email address.
- 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 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 ("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 **NOT** 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"), Soccer United Marketing, LLC ("SUM"), Pro Soccer Development, LP ("MLSNP"), and Player Development, LLC ("PDEV," and together with MLS, SUM, and MLSNP, 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.
- 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](http://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, September 6, 2024, 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. EST on Saturday, September 14, 2024.
9. **Drawing date:** A random drawing will be held by the Ohio Tuition Trust Authority ("OTTA") no later than Wednesday, September 18, 2023.
10. **Number of winners and Award:** One (1) Eligible Individual (the "First Place Winner") will be selected to receive a \$10,000 College Savings Award, which will be deposited into a CollegeAdvantage 529 Direct Plan College Savings account and a FCC Prize Pack, which shall consist of the following: one (1) scarf, one (1) customized jersey, four (4) \$20 FC Cincinnati team store gift cards; and four (4) hospitality suite tickets to the September 28, 2024, Promotion Game (collectively the "First Place Award"). Two (2) Eligible Individuals (the "Second Place Winners") will be selected to receive one (1) customized jersey (the "FCC Second Place Prize Pack").
11. **Winner notification method and date:** Winner of the Grand Prize Award will be contacted by email no later than Friday, September 20, 2024, and will have two (2) business days to claim their Award (the "Grand Prize Deadline"). After the Grand Prize Award has been accepted, the Second Place Winner then the Third Place Winner 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 two (2) 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) Runner-Up Awards:** Before the Runner-Up Awards can be delivered, those Winners must sign and return to OTTA, within two (2) 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. **Winners of match tickets:** Winner and Winner's guest(s) shall at all times maintain proper decorum while in the Stadium and shall not take any actions that interfere with the rights of any other ticketholder or otherwise negatively interfere with any other persons in the Stadium. Winner shall not permit smoking or vaping in the Stadium. Winner and Winner's guest(s) will not bring into the Stadium any illegal drugs or, except as prescribed to the treated individual by a licensed physician, any controlled substance. Winner shall be held responsible for his or her actions and the actions of Winner's guest(s). Should Winner or any of Winner's guest(s) create an unreasonable disturbance or cause objects to be thrown or dropped from the

Stadium, the Club shall have the right to eject the parties responsible for such action from the Stadium. Winner and Winner's guest(s) shall comply with all applicable present laws, ordinances, orders, rules and regulations applicable to the use of the Stadium and the activities conducted in the Stadium, including, without limitation, Club and MLS rule and regulations and shall not permit any violation thereof.

15. **Each Prize is non-transferable and non-assignable**, with no cash redemptions or substitutions except at Sponsor's sole and absolute discretion. Club reserves the right to substitute each Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion. In the event the game selected for the Prize is postponed and not rescheduled, no compensation or substitution of the Prize will be provided, and Club will have no further obligation to the Winner. 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 Club, in its sole and absolute discretion. 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, pandemic (including the COVID-19 virus), an act of terrorism, civil disturbance, work stoppage or any other reason. Each Winner and his/her guest(s) agree to comply with all applicable stadium regulations in connection with the Prize, as applicable. Club 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. The Prize may be considered income, and any and all taxes associated with a Prize are the responsibility of each 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.
16. **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.
17. **Public announcement of winners:** All Winners will be announced no later than October 14, 2024, 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 October 14, 2024.
18. **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 eighteen (18) does not apply to residents of Tennessee or any other location where this release is prohibited by law.

19. **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 unless required by law. 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).
20. **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.
21. **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.
22. **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.
23. **Limitations of Liability; Forum.** By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Rules, including all entry requirements, and (ii) waive any and all claims against, and to indemnify and hold harmless, the Club, OTTA, 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, 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. 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 have all disputes resolved under applicable U.S. laws in the exclusive jurisdiction of an Ohio court of competent jurisdiction without giving effect to choice of law or conflicts of law principles (whether of the state of Ohio, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Ohio. Sponsor's failure to enforce any terms of these Rules shall not constitute a waiver of that provision.

24. **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. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by OTTA, the Club, the MLS Entities and/or their respective agents. 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 parties acknowledge that the MLS Entities are not involved or responsible for the execution of the Sweepstakes. OTTA and the MLS 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 MLS 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 First Place Prize Award is \$11,700 (\$10,000 college savings award + the FCC First Place Prize Pack valued at \$1,300.) The ARV for Second Place Prize is \$400 (the FCC Second Place 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.

**BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES 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 TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN**

**ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, ACCESS TO AND USE OF ANY INTERNET WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR OR TERRORISM, NATURAL DISASTERS OR WEATHER EVENTS.**

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND MLS ENTITIES WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR AND THE MLS ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**