

2021 SAN JOSE EARTHQUAKES/MLS WORKS COMMUNITY MVPS PRESENTED BY WELLS FARGO**OFFICIAL RULES**

(the "Official Rules")

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

The object of the 2021 SAN JOSE EARTHQUAKES/MLS WORKS COMMUNITY MVPS PRESENTED BY WELLS FARGO (the "Contest") is for eligible individuals (each, a "Nominator") to submit a video and/or an essay nominating a person or themselves (each, a "Nominee") for going above and beyond to service their community and/or working to keep our communities resilient and safe (the "Submission"). Staff members from the Club (the "Judges") will judge all Submissions based upon criteria set forth in the Judging section below. Submissions must adhere to the following requirements (collectively, the "Submission Requirements"):

1. Submission must be in English.
2. Submissions through essays must be more than one-hundred and fifty (150) words and not exceed one thousand (1000) words in length.
3. Submissions through video must not exceed three (3) minutes in length and must link to a URL (i.e., YouTube, Vimeo, Twitter or Facebook link).
4. Supplemental documents, such as images, articles, etc., must be PDFs, JPEGs and/or PNGs. No other format will be accepted.

ELIGIBILITY

Nominators and Nominees must be legal United States or Canadian residents residing in the geographic area incorporated within an area of one hundred (100) air miles of the corporate limits of San Jose, California (the "Territory"), who are at least eighteen (18) and the age of majority in their jurisdiction of primary residence when they enter the Contest, with a valid e-mail address and Internet access. Employees, officers and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and any person residing in their same household, whether or not related) of Major League Soccer, L.L.C. ("MLS"), Wells Fargo Bank, N.A. and MLS Canada L.P. (collectively "Sponsor"), Earthquakes Soccer, LLC d/b/a San Jose Earthquakes ("Club") and each of MLS' other member clubs (collectively, the "Clubs"), Soccer United Marketing, LLC ("SUM", collectively with Sponsor and each of the Clubs and SUM are collectively the "MLS Entities"), and each of their respective parents, affiliated companies and corporations, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies or corporations associated with the Contest are not eligible to participate or win a prize. Void outside the Territory, and where prohibited or restricted by law, rule or regulation. The Contest is subject to all applicable federal, provincial, state, local and municipal laws, rules and regulations.

CONTEST PERIOD

The Contest runs from October 23, 2021 at 12:00 a.m. Eastern Daylight Time ("ET") and ends on December 11, 2021 at 11:59 p.m. ET (the "Contest Period").

HOW TO ENTER: To nominate a person (including yourself), follow the instructions below to submit a nomination (the "Nomination") and a Submission. Nominees must be persons personally known to the Nominator. In order to submit a Nomination, Nominator must have written permission from the Nominee to submit the Nomination, the Submission, and the personal information of the Nominee. MLS, or the other MLS Entities, in their sole discretion, may require Nominator to verify such permission and the truth of the Submission before naming a Nominee as the Winner (defined below). Nominators are entering on behalf of the Nominee named in the Nomination.

To enter, Nominators must log on to www.MLSsoccer.com/communitymvps during the Contest Period and register by filling out the following required fields on the online entry form:

1. Full Name of Nominator
2. E-mail address of Nominator
3. Telephone Number(s) of Nominator

4. Name of Nominee
5. E-mail address of Nominee
6. Telephone Number(s) of Nominee
7. Charitable Organization
8. Submission (if through video, insert or upload URL, JPEGs, and/or PNGs into appropriate field)

By submitting all required information as directed, Nominators will be entered in the Contest. By entering the Contest, Nominators will be given the option to receive commercial e-mails from MLS Entities; however, eligibility to participate in the Contest is not dependent upon Nominators' consent to receive such e-mails. Nominee's personal information will be used solely for the purposes of administering this Contest, unless otherwise consented to by the Nominee.

Online entry only. No other method of entry will be accepted. Nominators are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Submission.

All information submitted by Nominators will become property of Sponsor and is subject to, and will be treated in a manner consistent with, the MLS Terms of Service and Privacy Policy, each of which can be accessible at www.MLSsoccer.com/terms-of-service and www.MLSsoccer.com/privacy-policy (both of which are incorporated herein by reference). Nominators must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete entries are void. Limit one (1) entry per person. Nominators who do not click their agreement to these Official Rules will not have their Submissions reviewed. Submissions that do not comply with the Submission Requirements, the Content Restrictions (as described below) or otherwise with these Official Rules will be void, eliminated and not eligible for consideration. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, YouTube, Vimeo, or Instagram. You are providing your information to Sponsor and not to Facebook, Twitter, YouTube, Vimeo, or Instagram.

PRIZE SELECTION

Judging

The Prize (as described below) will be remitted among the Submissions of Nominees who are legal residents of the Territory who validly entered the Contest between October 23, 2021 at 12:00 a.m. ET through November 10, 2021 at 11:59 p.m. ET ("Nomination Period"). The selection of the Winner (defined below) will be selected by the Judges who will judge all Submissions received from the Territory based on the following items (the "Judging Criteria"): (i) overall commitment of Nominee to servicing their community (50%); (ii) Nominee's impact on the community (25%), and (iii) creativity in presentation of the Submission (25%). On November 17, 2021 at 8:00 p.m. ET, at the head office of the Club, the Judges will select the winning Nominee ("Winner") from among all Submissions received during the Nomination Period. Nominators will not receive a prize. Prize will only be awarded to Nominee. **The Prize may be declined by the Winner and will result in a disqualification as provided in the Notification section of these Official Rules.** In the event of a tie for the Prize, the overall commitment score will be used as the tiebreaker. Sponsor and/or the other MLS Entities reserve the right to not award any Prize if, in its sole discretion, it does not receive a sufficient number of eligible or qualified entries, a minimum of one (1), during the Contest Period.

Prize

One (1) Prize will be awarded in the Territory to the Nominee associated with the winning Submission. Once notified, the Winner will have within three (3) days of date of issuance to accept the following prize: (a) one (1) 2021 MLS Authentic Jersey (ARV: U.S. \$130.00), (b) one (1) adidas MLS NATIVO 2021 Official Match Ball (ARV: U.S. \$160.00), (c) one (1) adidas Draw String Bag (ARV: \$18.00), and (d) one (1) adidas Gift Card (ARV: U.S. \$100.00) collectively the "Prize". ARV of the Prize is U.S. \$408.00. Additionally, Sponsor will donate Two Thousand and Five-Hundred U.S. Dollar (U.S. \$2,500) in the name of the Winner to a selected charity. Winner will receive no tax benefit for the donation.

Donation

Winner will designate a charity of their choice to receive a Two Thousand and Five-Hundred U.S. Dollar (U.S. \$2,500.00) donation. Sponsor has final discretion over the charity who will receive the donation and may ask Winner to select an alternate charity for any reason.

All Prize details to be determined in the sole discretion of MLS.

Each Prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor and/or the other MLS Entities' sole and absolute discretion. Sponsor and/or the other MLS Entities reserve the right to substitute a Prize (or portion thereof) with one of comparable or greater value at its sole and absolute discretion.

The Winner is fully responsible for any and all applicable federal, state, provincial and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided, including but not limited to travel, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. Prize is provided "as is" and without any warranty of any kind. Prize is non-transferable. No cash redemption or Prize substitution allowed by Winner. Sponsor reserves the right to substitute Prize of equal or greater value if advertised Prize becomes unavailable. All Prize details are at the sole discretion of the Sponsor.

CONTEST ADMINISTRATION

Sponsor and the other MLS Entities will solely resolve any disputes and rules violations that arise in connection with the Contest. All decisions by Sponsor regarding the Contest shall be final and binding in all respects.

CONSENT, ASSIGNMENT AND RELEASE

In exchange for the opportunity to participate in this Contest, each Nominator on their own behalf and on behalf of their Nominee does hereby:

- (1) agree that the Nominator's Submission is an original work of authorship and Nominator owns all right, title and interest in the Submission as of the date of submission, and that information contained therein is a true and accurate reflection of the facts being described;
- (2) consent to the collection by MLS (or its designee) of personal information of Nominator and Nominee, including without limitation the name, email and street addresses, telephone number(s) of the Nominator and Nominee (the "Personal Information") and charitable organization in connection with the Submission;
- (3) assign to the MLS Entities any and all of their right, title and interest in or to the Submission, and waives all moral rights therein, throughout the world and in perpetuity, including, but not limited to, the right for Sponsor and/or the other MLS Entities, as applicable to display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Submission, on television, the Internet, print or any other media currently existing and hereafter developed and without payment of any compensation to Nominator or their heirs and successors, (i) on its own or as part of any audiovisual or other production, (ii) to advertise any products, programming or services of the MLS Entities or for any other advertising, marketing, publicizing and promotional purposes and in any materials related thereto; and/or (iii) for any other purpose whatsoever. The MLS Entities shall be the sole and exclusive owner of the Submission;
- (4) agree that the foregoing assignment of rights includes without limitation the right (i) to use the name (and any other Personal Information that may be incorporated into the Submission), likeness, image, voice, appearance and performance of Nominator and Nominee, as applicable, in whole or in part, for advertising, promotional and trade purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, in perpetuity, without notice and without further consideration or compensation, except where prohibited by law; (ii) to edit, alter, distort, add to, rearrange and otherwise modify the Submission, and use the Submission in whole or in part or in combination with other materials; and (iii) to assign and/or licensee others to use the Submission for all of the purposes hereunder;
- (5) acknowledge and agree, with respect to the Personal Information, that the MLS Entities shall have the right (subject to applicable law) to (i) incorporate certain of the Personal Information into the Submission and use such Personal Information as incorporated therein; (ii) analyze and use the Personal Information for any and all purposes, including without limitation sending you advertising and promotional materials and for any other advertising, marketing and promotional purposes; and (iii) to share the Personal Information with third parties for their advertising, marketing and promotional purposes or for any other purposes;
- (6) acknowledges and agrees to submit personal information for background check to JDP or any other agency (at MLS discretion);

- (7) acknowledges and agrees that Nominator shall be disqualified from the contest if Nominator elects not complete the Background Check and/or the results of the Background Check are unsatisfactory to MLS (in its sole discretion);
- (8) acknowledge that Nominator shall have no right of approval of any use of the Submission and the Personal Information as permitted hereunder;
- (9) agree that Nominator shall use any copy of the Submission that they obtains solely for their personal, non-public, non-commercial use;
- (10) release in perpetuity the Released Parties from any claims, demands, losses and liabilities of any nature arising out of or in any way connected with the Submission, the Personal Information and the use thereof as permitted hereunder, including, but not limited to, claims of false endorsement or infringement of rights of publicity or privacy, and the Prize (including any prize-related travel) and
- (11) Nominator hereby represents and warrants (i) that such Nominee has authorized Nominator to agree to the provisions of this section "Consent, Assignment and Release" on their behalf and (ii) that they agrees to the provisions of this section "Consent, Assignment and Release" on behalf of such individual(s).

Nothing herein will obligate the MLS Entities to make any use of any of the rights set forth herein. ***Before being declared the Winner, the Nominee must first sign a Consent, Assignment and Release confirming the accuracy of the Submission, and confirming eligibility to participate in the contest.***

CONTENT RESTRICTIONS

Nominators must not include any of the following content (the "Content Restrictions") in any Submission: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) inducement, enticement or encouragement of lotteries or gambling; (iii) explicit language or content, images of violence, discrimination, or promotion of illegal activities; (iv) content in violation of intellectual property rights or laws; (v) libelous, defamatory, disparaging, tortuous or slanderous materials; (vi) content that denigrates, disparages or reflects negatively on Sponsor or the other MLS Entities, or any of their owners and employees, or the game of soccer; (vii) inducement, enticement or encouragement of consumption or use of tobacco, alcohol or drugs; (viii) inducement, enticement or encouragement of dangerous stunts; (ix) inducement, enticement or encouragement of the use of real weapons of any kind including, but not limited to, guns, knives or projectiles; (x) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on color, race, sex, religion, nationality, disability, gender, gender identity, sexual orientation, age, socioeconomic status or any other basis protected by federal, state provincial, or local law, ordinance, or regulation; (xi) material that is, or incites activity that is unlawful, in violation of or contrary to the laws or regulations in any state, province or jurisdiction where the Submission is created and (xii) individuals under age of majority without enclosing signed release from parent or legal guardian. Any Submission that does not comply with the foregoing, in the sole discretion of Sponsor and/or the other MLS Entities, will be disqualified and eliminated from consideration.

NOTIFICATION

The potential winner and their Nominator will be notified by e-mail and/or telephone by Sponsor (the "Prize Notification"). In the event that any potential winner does not respond to such Prize Notification within three (3) days of date of issuance or the Nominee declines the Prize, a disqualification will result and an alternate potential winner shall be chosen from among all remaining eligible entries. Each potential winner may be required to submit their valid social security number and/or other identification to the MLS Entities and will be required to execute and return a Consent, Assignment and Release, and, unless prohibited by law, a Release of Publicity, within three (3) days of date of receipt. A disqualification will result, and an alternate potential winner will be selected from among all remaining eligible Submissions if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or potential winner's noncompliance with these Official Rules will also result in disqualification and cause an alternate winner to be chosen from among all remaining eligible entries. Sponsor reserves the right in its sole discretion to conduct a background check on any Nominator or potential Winner and to disqualify any individual who has been charged or convicted of a crime or, if Sponsor determines in its sole discretion, that awarding a prize to any such individual may reflect unfavorably on the Contest or Sponsor, the other MLS Entities.

GENERAL CONDITIONS

By participating in the Contest, each Nominator on their own behalf and on behalf of their Nominee accepts and agrees to be bound by these Official Rules, including all eligibility requirements, the MLSsoccer.com Privacy Policy and

MLSsoccer.com Website Terms of Service. All applicable federal, state, provincial and local laws and regulations apply. This Contest and these Official Rules will be governed by the laws of the State of New York. Any court of competent jurisdiction sitting within the State of New York, New York County will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Contest or these Official Rules. Sponsor or MLS Entities failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor, the other MLS Entities, and each of their respective parent companies and corporations, trustees, subsidiaries, franchisees, assignees, affiliates, licensees, agents, independent contractors and advertising and promotional agencies, and each of their respective general and limited partners, members, shareholders, officers, directors, agents, employees, representatives and contractors (collectively, the "Released Parties") shall not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected entries, for incorrect, inaccurate or incomplete entry information whether caused by any Nominator, Nominee, equipment, or technical malfunction or for any human error, technical error or malfunctions.

Released Parties are not responsible for any technical, computer, network, typographical, printing, human or other errors relating to or in connection with this Contest, including, without limitation, errors or problems which may occur in connection with the offer or administration of this Contest, the processing of entries, selections or registrations, the tabulation of scores, the cancellation of games or any errors appearing in any Contest related-materials including, but not limited, to errors in advertising, the Official Rules, the selection and announcement of prize winners or the distribution of the prizes. Sponsor and/or the other MLS Entities reserve the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

Released Parties make no warranties, express or implied, relative to the use or enjoyment of any prize or portions thereof, including without limitations, its quality, merchantability or fitness for a particular purpose. By entering the Contest, each Nominator agrees, and by accepting a prize each Nominee agrees, to indemnify and hold harmless and fully release the Released Parties from any and all liability for any injuries, losses, death, or damages of any kind caused by participation in the Contest, Nominator's submission, or resulting from the acceptance, possession, quality, use or misuse of any prize, or any portion of any prize, including any travel or activity related thereto. For the avoidance of any doubt, by participating in this Contest each Nominator agrees to indemnify and hold harmless and fully release the Released Parties from any and all liability for any injuries, losses, death, damages, fees, expenses and costs (including reasonable attorneys' fees and expenses) resulting from any actual or alleged claim made, or action or suit instituted, by any Nominee arising out of or related to any right of publicity, right of privacy or other proprietary right of the Nominee.

The Contest is a skill contest designed to increase consumer awareness of and interest in MLS and MLSsoccer.com, the Official Site of MLS. This Contest may not be used for, or in connection with, any form of gambling.

INTERNET

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, cancellation of games, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest and, if terminated, to determine the winners, if any, from among all eligible, non-suspect Submissions achieved up to the point of termination.

Released Parties 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 alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, Internet Service Provider (ISP) or lines, computer systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to Nominator's, Nominee's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND SPONSOR, THE OTHER MLS ENTITIES AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

All online entries must include a valid e-mail address for the Nominator. In the event of dispute as to the identity or eligibility of a Winner based on an e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of entry provided they are eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address.

In the event that the Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest, or to disqualify Nominators residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any Nominators who are disqualified due to such an action.

RULES/WINNERS INFORMATION

For the Winners list (available after December 11, 2021) or an additional copy of the Official Rules, mail a self-addressed, stamped envelope to: MLS WORKS Community MVPs (San Jose Earthquakes), 420 Fifth Avenue, 7th Floor, New York, New York 10018. Specify "Rules" or "Winners List." Winner's List requests must be received by December 31, 2021. Canadian residents may omit return postage.

ADMINISTRATOR

Major League Soccer, L.L.C., 420 Fifth Avenue, 7th Floor, New York, New York 10018
2021 MLS WORKS Community MVPs Presented by Wells Fargo