

ELEVATE ENTERTAINMENT GROUP – AUSTIN FC VS. ST. LOUIS CITY SC 03/09/2024 MATCH TICKET GIVEAWAY

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN

ELIGIBILITY: The Elevate Entertainment Group Austin FC 3/9 Social Media Ticket Giveaway (“Sweepstakes”) is open to legal residents who live within a seventy-five (75) mile radius of Q2 Stadium located at 10414 McKalla Place, Austin, Texas 78758 (“Stadium”), plus to the extent not included in the foregoing, the geographic area included within the corporate limits of the City of San Antonio, Texas and the City of San Marcos, Texas (“Territory”) and who are at least 18 years old at the time of entry. Employees, 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 Austin TeamCo LLC d/b/a Austin FC (“Austin FC”), 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 Austin FC, MLS, SUM, and MLSNP, collectively, the “MLS Entities”), Elevate Entertainment Group (“Elevate” or “Sponsor”), 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. This Sweepstakes is in no way sponsored, endorsed, or administered by or associated with Facebook, Twitter, or Instagram. 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.

PRIZE: One (1) Winner will receive: four (4) tickets to the Saturday, March 9, 2024 Austin FC vs. St Louis CITY SC game at Q2 Stadium, 10414 McKalla Place, Austin, Texas 78758 (“Prize”).

A total of one (1) Prize is available to be awarded. The Approximate Retail Value of the Prize is **\$500**. The 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, in addition to all Prize details, are at Sponsor’s sole discretion.

Winner agrees to accept the prize “as is.” The Prize is non-transferable and non-assignable, with no cash redemptions or 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.

HOW TO ENTER: The entry period for the Sweepstakes begins on **February 26, 2024 at 12:00 pm CT** and ends on **March 3, 2024 at 11:59 pm CT** (“Entry Period”). During the Entry Period, any entrant who satisfies the eligibility requirements set forth herein will be eligible to enter the Sweepstakes to win the Prize by completing the following actions:

To enter, entrants must visit <https://www.evo-cinemas.com/austinfctickets> and enter their name, valid email address, zip code, and phone number, and may consent to receive advertising e-mail messages from Sponsor (optional) (each an “Entry”; collectively, “Entries”). All entries must be received by March 3, 2024, at 11:59:59 p.m. CT. Limit one (1) Sweepstakes Entry per person. Proof of entry submission is not proof of receipt. Standard internet access fees apply.

This is the only way to enter the Sweepstakes. No other method of entry will be accepted.

RANDOM DRAWING: A potential winner of the Sweepstakes (the “Winner”) will be selected by random drawing by Sponsor on or around **March 4, 2024** from among all eligible entries received by Sponsor during the Entry Period. The decision of Sponsor is final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Entry Period.

NOTIFICATION: Sponsor will notify each Winner by phone and/or email. In the event that any Winner does not respond to any such notification within one (1) day of the date of issuance, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate Winner may be chosen from among all remaining eligible entries. Each Winner shall confirm eligibility, agree to these rules, and confirm Winner's first name, last name, mobile phone number, and email address. Each Winner also may be required to submit Winner's valid social security number (if applicable) and/or other identification to Sponsor and may be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within two (2) days of date of issuance. If all required documents are not properly executed and returned within the specified period of time, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate Winner may be randomly selected from among all remaining eligible entries. Refusal or return of such documents as non-deliverable or Winner's noncompliance with these Official Rules will also result in disqualification and forfeiture of the Prize and, at Sponsor's sole discretion and time permitting, may cause an alternate Winner to be selected from among all remaining eligible entries.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Sponsor, the MLS Entities, Facebook, Twitter, Instagram, 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 Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage, death, loss of personal property, or other loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use or misuse of any Prize. Winner, by acceptance of Prize, 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, submitted content, quotes, 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.

GENERAL CONDITIONS: Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, or inaccurate entries. Entries generated by a script, macro, or other mechanical or automated means or by any means that subvert the entry process will be disqualified. Released Parties are not responsible 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 that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website.

The Sweepstakes is designed to increase consumer awareness of and interest in Austin FC, MLS, and Sponsor. This Sweepstakes may not be used for any form of gambling. If 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.

Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, or intend to annoy, abuse,

threaten, or harass any other entrant or Sponsor's representatives or who are in violation of these Official Rules, as solely determined by Sponsor, 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 the Sponsor, the MLS Entities, and/or their respective agents. Sponsor and the MLS Entities shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty, or representation of any kind concerning any Prize, and (ii) disclaim any implied warranty. All disputes will be resolved under Texas law via state or federal courts located in Austin, Texas without giving effect to choice-of-law or conflicted law principles (whether of the state of Texas, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Texas. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

The Sponsor and the MLS Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Sweepstakes for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize from among all non-suspect, eligible entries received up to the time of such cancellation.

The MLS Entities are not sponsors or administrators of this Sweepstakes and are in no way responsible or liable for the administration of this Sweepstakes. All trademarks used are the property of their respective owner(s) and are used for prize description purposes only.

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 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.

In the event of a 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 he/she is 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. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

WINNERS' LIST: For the names of Prize Winner (available after **March 4, 2024**), mail a self-addressed stamped envelope to: **Elevate Entertainment Group Austin FC 3/9 Social Media Ticket Giveaway Winner's List**, Elevate Entertainment Group, 2010 South Lamar Blvd., Suite 300, Austin, Texas 78704. Winners list requests for this Sweepstakes must be received by **June 4, 2024**.