# When Sporting KC WINS by 2, BODYARMOR Fans Win, Too! OFFICIAL RULES

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

### **ELIGIBILITY:**

The When Sporting KC WINS by 2, BODYARMOR Fans Win, Too! Sweepstakes is open to legal residents who live within a seventy-five (75) mile radius from Kansas and Missouri (the "Territory"). Entrants and Sweepstakes winners must be at least 18 years old at the time of entry into the Sweepstakes. 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 Sporting Kansas City, BA Sports Nutrition, LLC, and Price Chopper, (together referred to as the "Sponsor"), Major League Soccer, LLC ("MLS"), and Soccer United Marketing, LLC ("SUM" and collectively with Sponsor 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 where prohibited by law.

All online entries must include a valid e-mail address for the entrant. If only one entry per person is permitted, in case of multiple entries received from any person or e-mail address or household, only the first entry received from such person, e-mail address or household will be considered. 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.

### **OBJECTIVE:**

Online sweepstakes that will be promoted on Sporting KC social media channels following each match in which Sporting KC wins by two (2) or more goals. Fans will have the chance to enter to win after every Sporting KC "win by two" to win BODYARMOR product, a price chopper gift card and a Sporting Style gift card.

## **HOW TO ENTER:**

The Sweepstakes begins at **9:00 AM CST** on **April 18, 2021** and ends at **11:59 PM CST** on **November 9, 2021** ("Entry Period") and shall consist of up to thirty-four (34) individual sweepstakes (each a "sweepstakes") as explained in detail below. During the promotion period, the thirty-four (34) "sweepstakes entry periods" as set forth in the following chart:

Match	Sweepstakes Entry Period Start Date (following conclusion of each match)	Sweepstakes Entry Period End Date (all times 5:00 PM CST)	Drawing Date
April 17, 2021	April 17, 2021	April 20, 2021	April 21, 2021
April 23, 2021	April 23, 2021	April 26, 2021	April 27, 2021
May 1, 2021	May 1, 2021	May 4, 2021	May 5, 2021
May 9, 2021	May 9, 2021	May 12, 2021	May 13, 2021
May 12, 2021	May 12, 2021	May 15, 2021	May 17, 2021
May 16, 2021	May 16, 2021	May 19, 2021	May 20, 2021
May 22, 2021	May 22, 2021	May 25, 2021	May 26, 2021
May 29, 2021	May 29, 2021	June 1, 2021	June 2, 2021
June 19, 2021	June 19, 2021	June 22, 2021	June 23, 2021
June 23, 2021	June 23, 2021	June 26, 2021	June 28, 2021
June 26, 2021	June 26, 2021	June 29, 2021	June 30, 2021
July 4, 2021	July 4, 2021	July 7, 2021	July 8, 2021
July 17, 2021	July 17, 2021	July 20, 2021	July 21, 2021
July 21, 2021	July 21, 2021	July 24, 2021	July 26, 2021
July 25, 2021	July 25, 2021	July 28, 2021	July 29, 2021
July 31, 2021	July 31, 2021	August 3, 2021	August 4, 20201
August 4, 2021	August 4, 2021	August 7, 2021	August 9, 2021
August 7, 2021	August 7, 2021	August 10, 2021	August 11, 2021
August 14, 2021	August 14, 2021	August 17, 2021	August 18, 2021
August 18, 2021	August 18, 2021	August 21, 2021	August 23, 2021
August 21, 2021	August 21, 2021	August 24, 2021	August 25, 2021
August 28, 2021	August 28, 2021	August 31, 2021	September 1, 2021

September 3, 2021	September 3, 2021	September 4, 2021	September 7, 2021
September 11, 2021	September 11, 2021	September 14, 2021	September 15, 2021
September 15, 2021	September 15, 2021	September 18, 2021	September 20, 2021
September 26, 2021	September 26, 2021	September 29, 2021	September 30, 2021
September 29, 2021	September 29, 2021	October 2, 2021	October 4, 2021
October 3, 2021	October 3, 2021	October 7, 2021	October 8, 2021
October 17, 2021	October 17, 2021	October 20, 2021	October 21, 2021
October 23, 2021	October 23, 2021	October 26, 2021	October 27, 2021
October 27, 2021	October 27, 2021	October 30, 2021	October 31, 2021
October 31, 2021	October 31, 2021	November 3, 2021	November 4, 2021
November 3, 2021	November 3, 2021	November 6, 2021	November 8, 2021
November 7, 2021	November 7, 2021	November 10, 2021	November 11, 2021

During the Entry Period, there is one (1) way to enter: on the internet, visit <a href="www.SportingKC.com/BODYARMORwins">www.SportingKC.com/BODYARMORwins</a> and fill out the enter-for-a-chance-to-win form. No other method(s) of entry will be accepted.

Limit one (1) entry per person per sweepstakes entry period, per household, per e-mail address, social media handle or Facebook login, as applicable, regardless of method of entry. Multiple entries received from any person or family or e-mail address or household in excess of the stated limitation will be void.

All information and files submitted in 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: <a href="https://www.mlssoccer.com/terms-service">https://www.mlssoccer.com/terms-service</a> and <a href="https://www.mlssoccer.com/privacy-policy">https://www.mlssoccer.com/privacy-policy</a> (both of which are incorporated herein by reference).

### PRIZE:

A total of up to thirty-four (34) Prizes are Available To Be Awarded ("Prize"). One Winner of the Prize will be selected in accordance with the judging procedures set forth in these Official Rules. The Winner will receive a two (2) month supply of BODYARMOR, one (1) \$50 Price Chopper gift card and one (1) \$30 Sporting Style gift card. Approximate Retail Value ("ARV") of Prize: \$180. Only one Prize will be awarded to the Winner each time in which Sporting KC wins by two (2) or more goals. 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 the Winner. All Prize details are at Sponsor's sole discretion.

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.

## JUDGING:

The winner for the Sweepstakes ("When Sporting KC WINS by 2, BODYARMOR Fans Win, Too!") will be selected by Sponsor at random from among all eligible entries received after the beginning of the applicable Entry Period and up through the end of the Entry Period. The judging will be conducted by a representative of Sporting Kansas City (the "Judge") and the Judge's selection will be final and non-appealable. The Winner will be notified by direct message by November 15, 2021.

Any Winner shall be subject to verification of eligibility and compliance with the terms of these Official Rules. Sponsor reserves the right to not award the Prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes.

## **NOTIFICATION:**

The Winner will be notified by direct message on or before November 15, 2021. The Winner will have three (3) days after notification to claim the Prize by contacting the Sponsor as requested in the direct message. Failure to claim the Prize within the time allotted will result in forfeiture of any rights to the Prize and an alternate Winner may be drawn with the same notification policy as above. Non-winning entrants will not be notified.

Each Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to Sponsor and will be required to execute, (and if requested have notarized) and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within five (5) days of 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 selected from among all remaining eligible entries if all required documents are not properly signed and returned within the specified period of time. 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.

PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS; WAIVER OF LIABILITY; PUBLICITY RELEASE: By entering the Sweepstakes, entrants agree to assign all right, title, and interest, including copyright rights, in the entry to Sponsor and grant permission for Sponsor, the other MLS Entities and their respective designees to publish or publicize all or part of their entry, including but not limited to entrant's name, photo and likeness, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without any compensation, except where prohibited by law. 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, any MLS Entities, BA Sports Nutrition, LLC, Price Chopper 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 the Prize, or any travel or activity related to the Sweepstakes or receipt or use of the Prize. The Winner, by acceptance of Prize, grants to Sponsor, the other 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.

### **GENERAL CONDITIONS:**

Sponsor reserves the right to disqualify any entry it deems to be offensive, inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion. Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, through e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which 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 which may occur in connection with the administration of the Sweepstakes, the processing of entries, or 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 entrants' 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. By agreeing to these terms and signing up to enter this Sweepstakes, Entrant consents to receiving periodic marketing information from Sponsor and/or MLS Entities.

The Sweepstakes is an online enter to win Sweepstakes, designed to increase consumer awareness of BODYARMOR, Price Chopper, and interest in Sporting KC and 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.

Persons who tamper with or abuse any aspect to 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 other MLS Entities and/or their respective agents. Sponsor and the other 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 applicable U.S. laws in Jackson County, Missouri without giving effect to choice of law or conflicted law principles (whether of the state of Missouri, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Missouri. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

The Sponsor and the other 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.

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 OTHER 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.

## WINNERS' LIST:

For a list of the Winner(s) (available after **November 15, 2021**), mail a self-addressed stamped envelope to: **Sporting Kansas City** [When Sporting KC WINS by 2, BODYARMOR Fans Win, Too!"] Winner's List, 2020 Baltimore Ave, 4<sup>th</sup> Floor, Kansas City, Missouri 64108. Winners' list requests must be received by **December 15, 2021**.

## SPONSOR:

The Sponsor of this Sweepstakes is OnGoal LLC dba Sporting Kansas City.