

## **AT&T GOAL OF THE YEAR FAN EDITION CONTEST CONTEST RULES (“RULES”)**

**NO PURCHASE NECESSARY TO ENTER OR WIN. AN INTERNET CONNECTION AND EITHER TWITTER™ OR INSTAGRAM™ ACCOUNT IS REQUIRED TO ENTER.**

THE AT&T GOAL OF THE YEAR FAN EDITION CONTEST (“**CONTEST**”) IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER AND WHOSE ENTRIES MEET THE ADDITIONAL ELIGIBILITY REQUIREMENTS SET FORTH BELOW. CONTEST IS VOID IN PUERTO RICO, ALL US TERRITORIES AND POSSESSIONS, OVERSEAS MILITARY INSTALLATIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW.

**CONTEST IS SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS (COLLECTIVELY “APPLICABLE LAWS”). ENTRY INTO THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE RULES. IF YOU ARE A MINOR (DEFINED BELOW) YOU SHOULD HAVE YOUR PARENT’S OR LEGAL GUARDIAN’S PERMISSION BEFORE ENTERING. RULES REQUIRE THAT DISPUTES ARISING OUT OF OR RELATING TO THIS CONTEST BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS OR JURY TRIALS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.**

This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram. You understand that if selected as a prize winner you are providing your information to Sponsor and not to Twitter or Instagram. Any questions, comments or complaints regarding this Contest should be addressed to Sponsor and not to Twitter or Instagram. Twitter and Instagram may each be referred to hereafter as a “**Social Media Platform**” and collectively as “**Social Media Platforms**”.

### **Contest Overview; Contest Entities; Requirements.**

The Contest consists of a skilled-based competition. To enter, tweet out (on Twitter) or post (on Instagram) a video demonstrating your recreation of one (1) of the sixteen (16) goals currently up for 2020 AT&T MLS Goal of the Year (available at [gotyfanedition.att.com](http://gotyfanedition.att.com) (“**Video**”)), See below for details. Each eligible individual submitting an eligible Video shall be herein referred to as an “**Entrant**” and the submitted Video the “**Entry**”. All eligible Entries will be judged by a judging panel based on the Judging Criteria (as defined below) to determine one (1) Grand Prize Winner, one (1) Second Prize Winner and one (1) Third Prize Winner (all defined below).

The Entry Phase of the Contest begins at 12:00 p.m. Eastern Standard Time (“**EST**”) on November 16, 2020 and ends at 11:59 p.m. EST on December 4, 2020 (“**Entry Period**”).

Judging begins with the submission of Entries and ends on December 8, 2020 (subject to change).

Employees, officers, and directors of Sponsor, Major League Soccer, L.L.C. and Soccer United Marketing, LLC (the “**MLS Entities**” as defined below), Wasserman Media Group, LLC (the “**Contest Administrator**”), West Coast Marketing, a division of The

Susquehanna Hat Company and each of the foregoing entities' affiliates (collectively, the "**Contest Entities**"), as well as members of their immediate families (spouses, children, siblings, parents, grandparents, grandchildren, legal guardians, in-laws) or households (whether or not related), are not eligible to participate in the Contest. **SEE BELOW FOR ADDITIONAL ENTRY ELIGIBILITY REQUIREMENTS.**

ONLY AN ELIGIBLE ENTRANT MAY PARTICIPATE IN THE CONTEST AND/OR WIN A PRIZE. SPONSOR EXPRESSLY RESERVES FOR ITSELF THE RIGHT TO DETERMINE THE ISSUE OF ELIGIBILITY AND/OR THE RIGHT OF ANY ENTRANT TO REDEEM OR OTHERWISE BENEFIT FROM ANY PRIZE AT ANY TIME (INCLUDING, WITHOUT LIMITATION, AFTER AN ENTRANT WAS EARLIER DEEMED ELIGIBLE). NOTWITHSTANDING ANY OTHER PROVISION OF THESE RULES, IF AT ANY STAGE OF THE CONTEST, SPONSOR DETERMINES THAT NOT ENOUGH, OR NO ELIGIBLE ENTRANTS EXIST FROM WHICH TO SELECT THE STATED NUMBER OF WINNERS AND/OR FOR THE AWARDING OF ANY PRIZING, THEN SPONSOR MAY IN ITS SOLE AND EXCLUSIVE DISCRETION DETERMINE THAT NOT ENOUGH, OR NO ELIGIBLE, ENTRANTS EXIST AND THEN MAY EITHER SUSPEND THE CONTEST OR MODIFY IT (OR ANY PARTS THEREOF) IN ANY EQUITABLE MANNER THAT SPONSOR DEEMS APPROPRIATE IN ITS SOLE AND EXCLUSIVE DISCRETION, INCLUDING, WITHOUT LIMITATION, BY NOT AWARDING A PRIZE OR PRIZES SET FORTH IN THESE RULES OR IMPLEMENTING A NEW STAGE OF THE CONTEST WHERE SPONSOR MAY SEEK NEW ENTRANTS AND FROM WHOSE POOL SPONSOR MAY SELECT A NEW POTENTIAL WINNER. A PRIZE WON BY AN INDIVIDUAL CONSIDERED A MINOR IN HIS OR HER JURISDICTION OF RESIDENCY ("**MINOR**") WILL BE AWARDED IN THE NAME OF MINOR'S PARENT OR LEGAL GUARDIAN.

**HOW TO ENTER:** There are two (2) methods of entering the Contest; via Twitter and Instagram as detailed herein:

To participate in the Contest, you must have an account with either Twitter or Instagram and such account must be non-private. If you do not have an account with Twitter or Instagram, go to [www.Twitter.com](http://www.Twitter.com) and/or [www.Instagram.com](http://www.Instagram.com) and create an account according to the instructions on the applicable website. Creating an account on Twitter and/or Instagram is free. Please note that you must accept and agree to comply with the terms and conditions for the Twitter and/or Instagram Platform (as applicable) to create an account.

To enter via Twitter, during the Entry Period complete the following:

1. Tweet out a Video of yourself recreating one of the goals up for this year's "AT&T Goal of the Year" on Twitter,

**AND**

2. Tag @ATT

**AND**

3. Include the following #hashtag: #attgotycontest

By successfully completing all of the foregoing and subject to the Entry limitations stated below, you will receive one (1) Entry in the Contest.

To enter via Instagram, during the Entry Period complete the following:

1. Post a Video of yourself recreating one of the goals up for this year's "AT&T Goal of the Year" on Instagram,
2. Tag @ATT

**AND**

3. Include the following #hashtag: #attgotycontest

By successfully completing all of the foregoing and subject to the Entry limitations stated below, you will receive one (1) Entry in the Contest.

**ONLY ONE (1) ENTRY PER DAY PER SOCIAL MEDIA PLATFORM FROM ANY ONE (1) ENTRANT WILL BE ACCEPTED AND EACH ENTRY MUST BE UNIQUE AND SUBMITTED SEPARATELY. Entries in excess of this limit will be disqualified and as such not judged. DO NOT POST THE SAME ENTRY ON BOTH SOCIAL MEDIA PLATFORMS.**

#### **I. Additional Entry Requirements:**

1. Entrants agree to and understand that Entries may be made available to the public, including without limitation, posting on the Internet. Sponsor does not covenant or guarantee any confidentiality with respect to any Entries.
2. Each Entry must be an original creation of the submitting Entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Entry and each Entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that nothing in the Entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of Contest Entities, and each of their owners, officers, directors, employees, and affiliated organizations, and their respective officers, directors, shareholders and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrant of these Official Rules or the warranties and representations made by Entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation.
3. By submitting an Entry, the Entrant agrees, for zero compensation and solely for promotional consideration, to grant to Sponsor all intellectual property rights in the Entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Entry through any media available at any time during, or after, the Entry Period on any related websites, in any promotional materials, whether related or unrelated to the Contest, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Contest. In addition, Entrant warrants that any so called "moral rights" in the Entry have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Entry or other submitted materials, whether or not Entrant has been awarded a prize in connection with any such Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of

Contest Entities, and each of their owners, employees, directors, officers, shareholders, members, agents, subcontractors and licensees from all claims, demands and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Entry and any portion thereof, or the likeness of any natural person therein.

4. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual and audio material contained in the Entries.
5. Sponsor is not responsible for any expenses incurred in the production and delivery of the Entries.

**II. Entry Content Restrictions:** Entries must not contain material that:

1. Contains or depicts someone smoking or intoxicated;
2. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
3. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
4. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor or MLS teams (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
5. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
6. References persons or organizations (other than Sponsor or MLS teams) without their written permission;
7. Disparages any persons or organizations;
8. Includes threats to any person, place, business or group;
9. Is unlawful, in violation of or contrary to any applicable federal, state, or local laws and regulations.

**III. TERMS OF SUBMISSION:**

Prior to posting your Video on Twitter and/or Instagram, please read and agree to the following Terms of Submission. By posting the Video on Twitter or Instagram, Entrant (or Entrant's parent or legal guardian if Entrant is a Minor, represents and warrants that: (i) Entrant is eighteen (18) years of age or older; (ii) the Video Entrant is posting was originally created by Entrant; (iii) all submissions will comply with the Entry Requirements; (iv) Entrant has read and agreed to the Rules, Sponsor's Privacy Policy and, (v) Entrant

represents and warrants that Entrant owns, or has obtained in writing, all necessary right, title and interest in and to the Video.

Failure of any Entry to comply with the above “Entry Requirements”, “Entry Content Restrictions” and “Terms of Submission” as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. All Entries shall become the exclusive property of Sponsor and will not be returned. Entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

The Sponsor’s database clock will be the official timekeeper for this Contest. All federal, state, and local rules and regulations apply.

Illegible and/or incomplete Entries and Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, or abide by these Rules or other instructions of Sponsor may be disqualified.

**PRIVACY INFORMATION:** You understand that any personally identifiable information you provide to Twitter is subject to the Twitter “Privacy Policy” web page which can be found at <https://twitter.com/en/privacy>. You understand that any personally identifiable information you provide to Instagram is subject to the Instagram “Privacy & Safety Center” web page which can be found at <https://help.instagram.com/>. You understand that any personally identifiable information supplied by a Prize Winner (defined below) to Sponsor or its designee shall be used only in a manner consistent with these Official Rules, and with Sponsor’s Online Privacy Policy, which can be found at <https://about.att.com/csr/home/privacy.html> .

**JUDGING:** As stated above, each of the submitted Entries received will be judged according to the Judging Criteria by a panel of judges selected at the sole discretion of Sponsor (the “**Judges**”). The one (1) Entry scoring the highest total score (in the opinion of Judges), subject to the terms herein will be declared the potential “**Grand Prize Winner**” of the Contest. The one (1) Entry scoring the second highest total score (in the opinion of Judges), subject to the terms herein, will be declared the potential “**Second Prize Winner**” of the Contest. The one (1) Entry scoring the third highest total score (in the opinion of Judges), subject to the terms herein will be declared the potential “**Third Prize Winner**”. Grand Prize Winner, Second Prize Winner and Third Prize Winner may be referred to hereafter individually as a “**Prize Winner**” and in the plural as “**Prize Winners**”.

All judging will be completed on/about December 8, 2020 (subject to change). For the resolution of ties, see the **Resolution of Ties** section below. If a potential winning Entrant is deemed ineligible or subject to disqualification for any reason in accordance with these Rules, such Entrant will be disqualified and the eligible Entry, if any, that garnered the next highest score (in the opinion of the Judges) will be declared the new potential Prize Winner of the applicable prize. The new Entrant selectee, if any, will need to meet all eligibility requirements and otherwise be in compliance with these Rules in order for such Entrant to be declared a potential Prize Winner. Should the pool of Entrants be too small or be deemed ineligible or otherwise not in compliance with these Rules, Sponsor may at its

own discretion decide there are no or fewer than the number of Prize Winners stated herein. Sponsor’s decisions in all matters relating to this Contest will be final and binding.

**Judging Criteria.**

As stated above, each eligible Entry will be judged by the Judges in accordance with the following judging criteria (the “**Judging Criteria**”):

<b>ACCURACY</b> <i>How closely you recreate the goal, step-for-step.</i>	<b>1-50 points</b>
<b>STYLE</b> <i>Points for creativity, celebrations, and camera work.</i>	<b>1-25 points</b>
<b>TECHNIQUE</b> <i>How sweetly you strike the ball or how far it reaches into the top corner.</i>	<b>1-25 points</b>

**JUDGES’ SCORING WILL BE TOTALED AMONG PARTICIPATING JUDGES. NO ENTRANT RECEIVING A TOTAL SCORE OF LESS THAN 50 POINTS WILL BE ELIGIBLE TO WIN A PRIZE IN THE CONTEST.**

**Resolution of Ties.**

In the event of a tie in the judging detailed above, the tied Entry that received the higher total score from all judges in the “Accuracy” category will be declared a potential Prize Winner of the applicable prize. In the event of a remaining tie, the tied Entry that received the higher total score from all judges in the “Style” category will be declared the potential Prize Winner of the applicable prize. In the event of a remaining tie, the tied Entry that received the higher total score from all judges in the “Technique” category will be declared the potential Prize Winner of the applicable prize. If needed, the applicable judges will re-score the tied Entries in all three (3) categories until the relevant tie is broken.

**Notification of Prize Winners.**

At the conclusion of Judging, on/about December 9, 2020 (subject to change), the potential Prize Winners will be contacted by the Sponsor via Twitter or Instagram Direct Message (as applicable). Potential Prize Winners (or parent or legal guardian if a potential Prize Winner is a Minor) will be required to respond back to Sponsor within forty-eight (48) hours of issuance, verifying eligibility in the Contest (per these Rules) and providing first and last name, complete mailing address (no post office boxes), daytime telephone number, email address and date of birth. Failure to respond within this forty-eight (48) hour

deadline or comply in any way with the stated requirements may result in forfeiture at the sole discretion of Sponsor. Once the potential Prize Winner responds to the initial notification, the Contest Administrator or its designee will send to him/her via email, a congratulatory package that includes an Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form (the "**Affidavit**"). In order for the potential Grand Prize, Second Prize or Third Prize Winners to be declared the official Grand Prize, Second Prize or Third Prize Winners (as applicable) and to be able to redeem his/her prize, the potential Grand Prize, Second Prize and Third Prize Winners (or their parent or legal guardian if Grand Prize, Second Prize or Third Prize Winner is a Minor) will each be required to execute and notarize an Affidavit and return it to the Contest Administrator within ten (10) calendar days of issuance. In addition, to be able to redeem a prize, the potential Prize Winner (or their parent or legal guardian if Prize Winner is a Minor) will need to complete and send back to the Contest Administrator (or designee) his or her Taxpayer Identification Number on a completed IRS Form W-9. Eligible Second and Third Prize Winners will be sent their respective prize by U.S. Mail or other delivery service selected at the sole discretion of Sponsor or its designee within 6-8 weeks of the final verification of all Prize Winners.

Grand Prize Winner's travel companion is required to be of majority age or older or, if a Minor, be the child or ward of the Grand Prize Winner. Grand Prize Winner's travel companion (will also be required to execute and return a notarized Release of Liability form ("**Release**") within the same ten (10) calendar days deadline specified above. Failure of potential Prize Winner to return the Affidavit, Release (if applicable) and IRS Form W-9 correctly completed and executed, within the required time period may (at Sponsor's sole discretion) result in forfeiture of the prize. If, at the time of attempted notification, the potential Prize Winner cannot be reached within a reasonable period (as determined by Sponsor) and after a few reasonable attempts, and/or if the potential Prize Winner is found not to meet the eligibility requirements or is otherwise found not to be in compliance with these Rules, or if any notification is returned as undeliverable for any reason, the potential Grand Prize, Second Prize or Third Prize Winner (as applicable) may at Sponsor's sole discretion be disqualified and, time permitting, as determined by Sponsor in its sole and exclusive discretion, the Entry that received the next highest score in the opinion of the Judges (as described above) will be deemed the potential Grand Prize, Second Prize or Third Prize Winner (as applicable). If the new potential Prize Winner is found not to meet all the eligibility requirements set forth in these Rules, Sponsor may, in its sole and exclusive discretion, determine that there is no winner of the applicable Prize or, time permitting, as determined by Sponsor in its sole and exclusive discretion, continue this process and seek to determine a new potential Prize Winner of the applicable prize from the remaining Entries. Any new potential Prize Winner, if any, will have to meet all eligibility requirements and otherwise be in compliance with these Rules in order to be declared the Prize Winner of the applicable prize.

### **PRIZES:**

*Grand Prize: One (1) grand prize package ("**Grand Prize**") will be awarded.*

The Grand Prize shall consist of a 3-day/2-night trip ("**Trip**") for the Grand Prize Winner and one (1) travel companion to attend the 2021 MLS All-Star Game ("**Game**") & Skills Challenge (the "**Challenge**") if held, in Banc of California Stadium – Los Angeles, CA. The Game and Challenge may be referred to hereafter as the "**Event**". Dates of the Game and Event have not been scheduled as of this writing but are anticipated to be in July 2021 (subject to change). The Trip will include (i) round-trip coach airfare from the major gateway city airport nearest Grand Prize Winner's home (as determined by Sponsor) to Los Angeles, CA, (ii) two (2) consecutive nights' hotel accommodations (one (1) standard

room, double occupancy, room and tax only) at a Los Angeles-area hotel (“Hotel”) selected by Sponsor, (iii) two (2) tickets to Game; (iv) two (2) tickets to Challenge, (v) a \$100 bank card (for meals and ground transfers), and (vi) an AT&T-sponsored gift bag. The approximate retail value (“ARV”) of the Grand Prize is \$3,000. All aspects of the Trip including but not limited to airline or other transportation carriers, hotel and Game seat locations, are at the sole discretion of the Sponsor or its designee. Note: Grand Prize Winner must be available to travel on the dates necessary to attend Event or Grand Prize will be forfeited and (time permitting as determined by Sponsor) an alternate Grand Prize Winner determined by awarding the Grand Prize to the verified Second Prize Winner. In such case the verified Third Prize Winner would then become the Second Prize Winner and Sponsor may (in its sole discretion) determine an alternate Third Prize Winner. Contest Entities are not responsible for the cancellation or rescheduling of the Game. In the event that Game is cancelled or played without fans in attendance, a check in the amount of \$3,000 shall constitute the complete and total prize to be awarded Grand Prize Winner. A Minor will not be allowed to participate in any portion of Trip without being accompanied by his or her parent or legal guardian.

**Grand Prize Additional Terms:** Travel air carrier(s), hotel accommodations, activities, and all elements of the Grand Prize will be determined solely by the Sponsor in its sole discretion. Airline carrier’s regulations and conditions apply. Grand Prize trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Winner and guest must travel together on the same itinerary. Winner and guest must possess any necessary valid travel documents (e.g., valid government-issued photo Real ID, etc.) in order to travel. Seat selection and timing of trip are subject to availability and confirmation of reservations and any extra charges incurred while booking travel are winner’s sole responsibility. No refunds or credits for changes are allowed. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes, tips, entertainment, transfers, meals, and transportation are the winner’s/guest’s sole responsibilities.

Sponsor is not responsible if Grand Prize winner or guest is denied access to the aircraft, Hotel or Event. In such case, Grand Prize winner and/or guest will be solely responsible for any expenses incurred and the prize may be forfeited, in whole or in part. Grand Prize winner must comply with all Hotel check-in requirements including, without limitation, the presentation of a major credit card.

*Second Prize: One (1) second prize (the “**Second Prize**”) will be awarded.*

The Second Prize consists of (i) an AT&T 5G-enabled cellular telephone of Second Prize Winner’s choice, subject to availability (with a maximum ARV of \$1,500 or less), (ii) a one (1) year subscription to HBO Max\*, and (iii) a \$100 MLS Gift Card (subject to MLS Gift Card terms and conditions available at <https://www.mlsstore.com/gift-cards/gc-1#>). The ARV of the Second Prize is a maximum of \$1,779.88. NOTE: cellular service activation, wireless plan or service fees may be required which may not be available in all areas and is not included as part of the Second Prize.

*Important note:* Phone awarded as Second Prize will be associated with AT&T so if Second Prize Winner is not an AT&T customer or chooses not to become an AT&T customer, Sponsor reserves the right to substitute the AT&T 5G-enabled cellular telephone for an AT&T gift card in the amount of \$1,000. Winner will still receive parts ii and iii.

*Third Prize: One (1) third prize (the “**Third Prize**”) will be awarded.*



The Third Prize consists of (i) a \$500 AT&T Gift Card, (ii) a one (1) year subscription to HBO Max and (iii) a \$100 MLS Gift Card. The ARV of the Third Prize is \$779.88.

The total ARV of all Prizes available to be awarded in the Contest is \$5,559.76.

Awarding of a Prize is subject to the Prize Winner's acceptance of all requisite conditions within these Rules and Prize Winner's ability and agreement to grant the rights set forth in these Rules and (if applicable) the Affidavit. Acceptance of a Prize constitutes permission (except where prohibited) granted to Sponsor to use the Prize Winner's name, likeness, picture, voice, biographical information, statements and posted Entry for publicity, advertising, trade and promotional purposes in connection with the Contest in any and all media and manner and by any and all means now known or hereafter devised in perpetuity worldwide without additional compensation or limitation of any kind, and without the need to get any further consent.

No transfer or substitution for a Prize (or Prize components) allowed, except at Sponsor's sole discretion. No cash equivalent for a Prize allowed. All federal, state, and/or other taxes if any, are sole responsibility of the Prize Winners. Winners may receive an IRS Form 1099 for the year in which the Prize is awarded in the amount of the Prize received.

### **General Contest Conditions; Sponsor's Right to Modify or Suspend Contest or Any Parts Thereof.**

By participating, each Entrant agrees to be bound by these (i) Rules and (ii) all Applicable Laws. The submitted Entry shall remain the property of Sponsor and shall not be returned. All materials generated in connection with the administration or judging of the Contest (including, without limitation, score sheets and other judging materials) shall be deemed Sponsor's sole and exclusive proprietary and confidential information. Entrant's Entry (if posted by Sponsor), may differ from the materials actually submitted by the applicable Entrant due to technical errors, compatibility problems, or editing/modification by Sponsor, and Sponsor shall have no liability related thereto. Any Entrant that Sponsor finds to be: (i) tampering with the operation of the Contest through any means; (ii) acting in violation of the Rules or any of the Applicable Laws; or (iii) acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud any other individual or entity; will be ineligible to win or benefit from a Prize and Sponsor will seek all remedies available to it, including, if appropriate, filing appropriate complaints with legal authorities. IF, FOR ANY REASON, THE CONTEST OR ANY OTHER COMPONENT PARTS THEREOF ARE NOT CAPABLE OF RUNNING AS ORIGINALLY PLANNED, SPONSOR, IN ITS SOLE AND EXCLUSIVE DISCRETION, RESERVES THE RIGHT TO CANCEL, SUSPEND OR MODIFY THE CONTEST (INCLUDING, WITHOUT LIMITATION, ANY COMPONENT PARTS THEREOF, OR THESE RULES (IN WHOLE OR IN PART), AND/OR ANY OF THE PRIZING TO BE AWARDED HEREUNDER) IN A MANNER THAT IS FAIR AND EQUITABLE AS DETERMINED BY SPONSOR IN ITS SOLE AND EXCLUSIVE DISCRETION. Contest Entities shall not be liable to a Prize Winner or any other person for failure to supply a Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's control (each a "Force Majeure" event or occurrence).

### **Grant of Rights.**

By participating in the Contest, each Entrant hereby grants and agrees to grant to Sponsor and its affiliates, and to their respective successors, licensees, assignees and other authorized designees, a perpetual, fully-paid, royalty-free, transferable, fully sublicenseable, worldwide, irrevocable, non-exclusive right and license to reproduce, transcode, edit, modify, alter, combine with others, create derivative works from, transmit, disseminate, distribute, make available, exhibit, perform, publish and otherwise exploit an Entrant's Entry in any media, manner, technology or content delivery mechanism now known or hereinafter devised for the following purposes: (A) in connection with the Contest, its administration, judging, promotion, advertising or publicity, (B) to make the Entrant's Entry comply with any national, religious, political or other community-based sensibilities, and/or (C) as otherwise desired by Sponsor in its sole discretion not in connection with the Contest, each of the foregoing without the necessity of obtaining further consent or making any payments. Each Entrant expressly acknowledges and agrees that because Sponsor retains the right to use a winning Entry to advertise and promote the Contest or Sponsor, the winning Entry may be subject to certain changes, modifications and alterations made by or on behalf of Sponsor, including through the addition of names, titles, and/or other information, through sizing, cutting, editing, digital modification or alteration and/or through any changes necessary to conform to censorship, and/or national, political and religious sensibilities. In connection with any such changes, modifications and/or other alterations, each Entrant acknowledges and agrees that no such changes, modifications or alterations shall be deemed a violation of the moral rights of, or prejudicial to the honor or reputation, of such Entrant.

#### **DISCLAIMERS AND LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.**

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES: (I) TO BE BOUND BY THESE RULES AND ALL APPLICABLE LAWS; (II) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THESE RULES AND ANY PROMOTIONAL MATERIALS RELATED TO THE CONTEST; (III) WAIVE ALL OF HIS/HER RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST ANY OF THE CONTEST ENTITIES EXCEPT IN ARBITRATION; AND (IV) TO RELEASE EACH OF THE CONTEST ENTITIES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR OTHER AUTHORIZED DESIGNEES FROM ANY LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY PROPERTY LOSS, DAMAGE, PERSONAL INJURY, BODILY INJURY, DEATH, LOSS, EXPENSE, ACCIDENT, DELAY, INCONVENIENCE OR IRREGULARITY) THAT MAY ARISE IN CONNECTION WITH, AS APPLICABLE: (A) ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST, INCLUDING BUT NOT LIMITED TO PREPARATION OF VIDEO; (B) AMBIGUOUS JUDGING CRITERIA; (C) TYPOGRAPHICAL ERRORS IN THE RULES OR ANY OFFLINE, ONLINE, OR WIRELESS CONTEST-RELATED PROMOTIONAL MATERIAL; (D) ACCEPTANCE OR POSSESSION, DEFECTS IN, USE, MISUSE OR INABILITY TO USE ANY PRIZE (OR ANY COMPONENT THEREOF); (E) ANY CHANGE IN PRIZING AS PERMITTED HEREUNDER OR OTHERWISE DUE TO REASONS BEYOND ANY OF THE CONTEST ENTITIES' CONTROL; (F) HUMAN ERROR; (G) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT, TRANSMISSION, CODING, TRANSCODING, OR COMPUTING OF ANY MATERIALS; (H) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF ANY WEB SITE, MOBILE APPLICATION OR NETWORK, TELEPHONE NETWORK, COMPUTER ONLINE SYSTEM, COMPUTER DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, INTERNET OR WIRELESS SERVICE PROVIDER, U.S. MAIL SERVICE, PRIVATE MAIL SERVICE OR COURIER UTILIZED BY ANY OF THE CONTEST ENTITIES OR BY AN ENTRANT; (I) INTERRUPTION OR INABILITY TO SIGN UP FOR TWITTER OR INSTAGRAM, UPLOAD VIDEO OR ACCESS ANY CONTEST-RELATED WEB PAGES, OR ANY ONLINE

SERVICE VIA THE INTERNET, OR WIRELESS SERVICE DUE TO HARDWARE OR SOFTWARE COMPATIBILITY OR OTHER PROBLEMS; (J) ANY LOST/DELAYED DATA TRANSMISSIONS, OMISSIONS, INTERRUPTIONS, DEFECTS, AND/OR ANY OTHER ERRORS OR MALFUNCTIONS; (K) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OTHER ENTRANT OR INDIVIDUAL PURPORTING TO ACT ON BEHALF OF ANY SUCH ENTRANT, AND/OR ANY OF THE CONTEST ENTITIES AND/OR ANY OF THEIR AGENTS, EMPLOYEES OR AUTHORIZED DESIGNEES; (L) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OTHER PERSON OR ENTITY NOT AN EMPLOYEE OF ANY OF THE CONTEST ENTITIES; OR (M) ANY OTHER CAUSE, CONDITION OR EVENT WHATSOEVER BEYOND THE CONTROL OF ANY ONE OR MORE OF THE CONTEST ENTITIES. THE PRIZE WINNERS HEREBY ACKNOWLEDGE THAT THE CONTEST ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR COMPONENT THEREOF.

### **Indemnification.**

Each Entrant shall indemnify, defend and hold harmless each of the Contest Entities, Twitter, Instagram, any and all Internet servers and access providers and their respective employees, agents, officers, directors and shareholders (collectively, the “**Indemnified Parties**”) from and against any and all third party claims, demands, causes of action, proceedings, expenses, and/or liabilities resulting or arising from or in connection with : (i) Sponsor’s and/or any of its affiliates’ or their respective licensees’ and/or authorized designees’ exercise of any of their rights granted hereunder, and/or their use, as permitted hereunder, of the Entrant’s Entry; (ii) the Entrant’s participation in the Contest ; (iii) the Entrant’s failure to comply with any one or more of the Rules or any Applicable Laws; and/or (iv) Entrant’s submission of his or her Entry or Entry Video shot/taken by someone other than the Entrant without the Entrant’s having obtained, from the person(s) who shot/took the Entry Video, permission to use such Entry Video in connection with the Contest as set forth herein and to grant Sponsor, its affiliates and their licensees and authorized designees the right to use such Entry Video as set forth in the Grant of Rights section of the Rules.

### **ARBITRATION.**

Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the rules of the American Arbitration Association; then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected by Sponsor in its sole and absolute discretion. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by the American Arbitration Association, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated

on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

**Governing Law.**

The internal substantive laws (as distinguished from the choice of law rules) of the State of Texas and the United States of America applicable to contracts made and performed entirely in Texas shall govern the validity and interpretation of these Rules and all other causes of action (whether sounding in contract or in tort) arising out of or relating to the Contest or these Rules.

**No Injunctive Relief:** EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE CONTEST OR ANY OTHER PROJECT OF SPONSOR OR ANY OF ITS AFFILIATES.

**Rules/Winners List.**

For a copy of these Rules or the Winner's List, send a self-addressed, stamped envelope to: AT&T GOAL OF THE YEAR FAN EDITION CONTEST – Rules <OR> Winner's List (*please specify which*), c/o West Coast Marketing, PO Box 9142, Calabasas, CA 91372. All requests must be received by December 31, 2020. The Rules will be made available at [gotyfanedition.att.com](http://gotyfanedition.att.com) throughout the Contest Period.

**Contest Administrator.**

Wasserman Media Group, LLC, 10900 Wilshire Boulevard, Suite 1200, Los Angeles, CA 90024. The Contest Administrator is not the supplier or guarantor of any prizes.

**Sponsor.**

AT&T Services, Inc., 208 S. Akard Street, Suite 2954 Dallas, TX 75202

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