

MLS CUP TICKET GIVEAWAY

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER.

OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING RESIDENTS OF RHODE ISLAND, PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND OTHER COMMONWEALTHS, TERRITORIES AND POSSESSIONS AND WHERE OTHERWISE PROHIBITED BY LAW), WHO HAVE REACHED 18 YEARS OF AGE NO LATER THAN NOVEMBER 1, 2016.

1. By entering this CONTEST (the "Contest") and accepting the terms herein, you agree to be bound by the following rules ("Official Rules"), which constitute a binding agreement between you, on one hand, and SeatGeek, Inc., on the other ("SeatGeek"). SeatGeek and any website companies hosting and promoting the Contest, their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, and all of their agents, officers, directors, shareholders, employees, and agents are referred to as the Contest Entities. These Official Rules apply only to the Contest and not to any other sweepstakes or contest sponsored by SeatGeek.

2. CONTEST DETAILS: SeatGeek shall give away, for no consideration, 4 VIP ticket packages for the 2016 MLS Cup. The Contest will be promoted by SeatGeek during November and December 2016.

3. ELIGIBILITY: This Contest is open only to legal residents of the United States (excluding residents of Rhode Island, Puerto Rico, the U.S. Virgin Islands, and other commonwealths, territories and possessions, and where otherwise prohibited by law) who have reached 18 YEARS OF AGE no later than November 1, 2016 ("Entrants"). Individuals in any of the following categories are not eligible to enter or win this Contest: (a) employees of SeatGeek or their affiliates, parents, subsidiaries, professional advisors and promotional agencies or other entities involved in the sweepstakes; and (b) individuals who are immediate family members or who reside in the same household as any individual described above. VOID IN RHODE ISLAND, PUERTO RICO, OUTSIDE OF THE UNITED STATES, AND WHERE PROHIBITED BY LAW.

By entering this Contest, each entrant agrees to release and hold harmless Contest Entities from any injury, loss, death, damage, action, claim, demand or other liability that may occur from entrant's participation in this Contest or from the acceptance, use or misuse of any prize awarded, or attendance at any event. SeatGeek reserves the right to verify eligibility qualifications of any winner. U.S. law governs this Contest.

4. HOW TO ENTER: The Contest will accept Contest submissions on an ongoing, rolling Basis throughout the Audi 2016 MLS Cup Playoffs.

There may only be one (1) entry per individual. In order to enter the Contest, Entrants may utilize one of the following two methods:

Option 1: Users who fit the following scenario will be automatically entered:

- Purchased a ticket on SeatGeek to any Audi 2016 MLS Cup Playoffs match
- Tickets were for a Playoffs match where a team in the MLS Cup was the home team

For example: If New York Red Bulls and Colorado Rapids were in the MLS Cup, users who purchased tickets to any 2016 Audi MLS Cup Playoffs home match for the NY Red Bulls or Colorado Rapids would be automatically entered.

Option 2: Email the following information to sweepstakes@seatgeek.com. No purchase required, and user contact information will only be used for execution of the sweepstakes (entry confirmation, winner or non-winner communications).

- Subject Line: MLS Cup Ticket Giveaway Entry
- Name
- Email Address
- Phone Number
- Mailing Address

Contest Entities assume no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention. SeatGeek reserves the right to modify, suspend, or terminate the promotion in whole or in part by giving such notice, in any form and manner deemed appropriate by SeatGeek. Should promotion be modified, suspended, or terminated as aforesaid, the prizes will nevertheless be awarded from eligible entries previously received and in accordance with these Official Rules.

5. CONDITIONS OF ENTRY: By entering the Contest, Entrants agree to comply with these Official Rules, including all eligibility requirements. To enter, your computer must accept cookies, or any successor or similar technology (now known or hereafter devised or discovered), which may be used by SeatGeek for the purposes of entry tracking and as set forth in SeatGeek's on-line privacy policy, which can be found at www.SeatGeek.com. Entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the entry is made. SeatGeek is not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted, illegible or misdirected entries. All entries become the property of SeatGeek and will not be returned.

6. DETERMINATION OF THE WINNERS: One (1) winner will be chosen from all eligible entries received. SeatGeek will choose the winner at random. The odds of winning depends on the number of eligible entries received. Selection of the Winner shall be conducted under the supervision of SeatGeek. SeatGeek will notify the Winner to claim the prize using the email address and phone number associated with Winner's SeatGeek account. Winners will have two (2) business days to claim the prize by replying to the prize announcement email (or reminder emails, if applicable). If Winner does not reply to the email described above within two (2) business days, such Winner's selection will be void and another winner will be selected at random from among eligible entries.

Failure to provide an accurate, working email address or phone number through which SeatGeek can contact you will disqualify you from receiving a prize. Winners will be required to execute an affidavit of eligibility and publicity release.

6. PRIZES:

One (1) Prize will be awarded to the Winner. Prize shall consist of the following:

- 4 2016 MLS Cup tickets
- 4 VIP Hospitality tickets
- 1 Parking Pass

Approximate retail value of Prize: \$400.00

Prize has no cash redemption value. Any federal and state taxes on the prize are the sole responsibility of the Winners. If any portion of a prize is unavailable SeatGeek reserves the right to substitute that portion of a prize with a prize of equal or greater value. No substitution or transfer of prizes permitted, except at the sole discretion of SeatGeek.

7. GENERAL CONDITIONS: The Winners will be required to sign and return any applicable documents sent by SeatGeek related to the Contest, which may include but are not limited to a letter of prize acceptance, waiver of liability, and an affidavit of eligibility within three (3) days of notification. Failure to return documents as specified or if prize notification is returned as undeliverable will result in entry being disqualified, and an alternate Winner being selected from eligible entries previously received. Where permitted by law, Winner (except in the case of a minor) agrees to grant to SeatGeek and SeatGeek's licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, Winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews as may be determined by SeatGeek. Failure to make such appearances or grant such rights may result in disqualification with an alternate Winner or potential Winner selected from eligible entries previously received and in accordance with these Official Rules; and while not obligated to do so, SeatGeek may in its sole discretion, bear such reasonable costs and expenses which SeatGeek, in its sole discretion, deems appropriate for Winners or potential Winners to appear for a presentation or other activity. Further, by accepting a prize, Winner agrees to release and hold harmless SeatGeek, its parent, subsidiaries, licensees, affiliates, subsidiaries, advertising and promotion agencies, and their respective directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property arising whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Contest-related activity, or participation in this Contest. Odds of winning depend on the number of eligible entries received.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL SEATGEEK, ITS PARENT, SUBSIDIARY, LICENSEES, AND OR AFFILIATES AND RELATED COMPANIES, THEIR SPONSOR, ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF INTERNET WEBSITE,

INCLUDING BUT NOT LIMITED TO THE CONTEST, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SAID SITE.

9. **DISCLAIMER OF WARRANTIES.** WITHOUT LIMITING THE FOREGOING, SEATGEEK MAKES NO WARRANTIES OF ANY KIND REGARDING THE CONTEST OR ANY PRIZE,, EITHER EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SEATGEEK FULLY DISCLAIMS ALL SUCH WARRANTIES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

SeatGeek reserves the right, at SeatGeek's sole discretion, to disqualify any individual SeatGeek finds, in SeatGeek's sole discretion, to be tampering with the entry process or the operation of the Contest or web site; to be in violation of the terms of service of the Contest Entities' web site; to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, or like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the Contest at the actual time of the entry will be deemed to be the participant and must comply with these Official Rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization, which is responsible for assigning email addresses, or the domain associated with the submitted email address.

10. **COLLECTION OF INFORMATION:** SeatGeek will not sell, rent or otherwise transfer this information to any third party, but SeatGeek may use this information for marketing purposes unless you opt-out of email communications on your user preferences on www.seatgeek.com. As stated above, this Contest is not open to Minors who have not reached the age of 18 years by November 1, 2016. In the event that you are under the age of eighteen (18) years and submit entries to SeatGeek, SeatGeek will delete, erase or destroy any and all personally identifiable information that is obtained from the entries following the conclusion of the Contest.

11. **DISPUTES:** As a condition of participating in this Contest, Entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in New York having competent jurisdiction, which Court shall apply the laws of New York without regards for doctrines of Conflict of Law. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, nor consequential damages, or any other damages, including attorney's fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and entrant further waives all rights to have damages multiplied or increased.

12. **WINNERS' LIST:** For a list of prize winners, available after January 1, 2017, send an email requesting the information to sweepstakes@seatgeek.com. Include the words

"CONTEST WINNER REQUEST" in the subject line.

13. CONTEST SPONSORS/PROMOTERS: SEATGEEK.

MAJOR LEAGUE SOCCER is not an administrator of this Sweepstakes and is in no way responsible or liable for the administration of this Sweepstakes.

Read more: www.seatgeek.com/rules