Official Rules

"2013 AT&T - RED BULLS MLS ALL-STAR GAME SWEEPSTAKES" SPONSORED BY AT&T SERVICES, INC.

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF NEW YORK, NEW JERSY AND CONNECTICUT AND WHERE PROHIBITED OR RESTRICTED BY LAW.
- 2. Entry Period: The "2013 AT&T Red Bulls MLS All-Star Game Sweepstakes" ("Sweepstakes") commences at 10:00 AM ET on April 20, 2013 and ends at 11:59 PM ET on June 30, 2013 ("Sweepstakes Period"). All entries must be received and or postmarked by July 13, 2013. All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstakes are final.
- 3. Eligibility: The Sweepstakes is open to personals legally residing in, and physically located within New York, New Jersey or Connecticut who are at least 18 years of age at time of entry and live within a seventy-five (75) miles radius from Harrison, New Jersey. Employees, agents, directors of AT&T Services, Inc. ("AT&T" or "Sponsor"), Velocity Sports and Entertainment ("Administrator"), New York Red Bulls, Inc., Major League Soccer, L.L.C. and Soccer United Marketing, LLC and each of their respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of Sweepstakes ("Sweepstakes Entities"), and their immediate families (i.e., parents, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless Sweepstakes Entities from and against any and all claims, injury or damages arising out of or relating to participation in Sweepstakes and/or the use, misuse or redemption of the Prizes (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related cause of action.
- **4. Sweepstakes Overview:** This Sweepstakes will award one (1) Grand Prize (hereinafter defined) during the entry period and will be randomly selected on June 30, 2013 at approximately 11:59:59 PM EST.
- **To Enter:** There are two (2) methods of entry as outlined below. There is a limit of a total of ten (10) entries per person, regardless of entry method. These ten (10) entries can be achieved via one or a combination of the below entry methods.

Method of Entry 1 - To Enter by Text Message: Using your mobile phone, submit your entry by texting any of the following keywords to "55333" and receive one (1) entry into the Sweepstakes. By submitting your entry via text messaging you agree to receive a text message sent to your mobile phone confirming your entry into the Sweepstakes.

POSSIBLE KEYWORDS

RED BULLS STRIKER SOCCER CROSSBAR CORNER KICK HEADER SHOT GOALIE FAN

In order to submit any entry by text message, entrant must (i) have a plan with a wireless carrier that includes a text messaging service; and (ii) use a wireless device that is capable of two way text messaging. This method of

entry may not be available in all areas of the U.S. at all times during the Sweepstakes Period. This method of entry may cease to be available to entrant in the event of product, software, coverage or other service changes made by entrant's wireless carrier. Message and data rates may apply. Please contact your service provider for pricing plans and service availability. Sponsor is not responsible for charges entrants may incur as a result of wireless phone transmissions.

By submitting your entry via text messaging you agree to receive a maximum of two (2) text message responses per entry. Text **STOP** to cancel. Text **HELP** for help. Msg & Data rates may apply. For more information call 303.524.9203 or email: **loyda@mobivity.com** Privacy Policy:

http://www.txtstation.com/privacypolicy.asp.

Method of Entry 2 - To Enter By Mail: Print your full name, phone number, email address and mailing address on a 3" x 5" card, insert card in a business size envelope, affix proper postage and mail to:

Velocity Sports and Entertainment Attn: "2013 AT&T - RED BULLS MLS ALL-STAR GAME SWEEPSTAKES" 230 East Avenue Norwalk, CT 06855

You may enter up to ten (10) times but each entry must be mailed separately. Sponsor is not responsible for lost, late, damaged, misdirected or postage due mail entries. Mail entries must be postmarked by July 7th, 2013 and received by June 30^{th} , 2013.

All information submitted by entrants is subject to and will be treated in a manner consistent with AT&T's Privacy Policy accessible at http://www.att.com/gen/privacy-policy?pid=2506. By participating in Sweepstakes, entrants hereby agree that AT&T may collect and use their personal information and acknowledge that they have read and accepted the AT&T Privacy Policy.

There is a limit of ten (10) entries per person, regardless of method of entry. There is a limit of one (1) Prize per person. If it is suspected that an entrant submits more than ten (10) entries, only ten entries will be considered. In the event of a dispute over who submitted a mobile text message entry, the "authorized account subscriber" of the mobile phone used to participate in Sweepstakes at the actual time of entry, will be deemed to be the entrant. The authorized account subscriber for mobile phone entries is defined as the natural person whose name the mobile phone was issued to and to whom the services are billed. In the event a winning account selected is a joint account, a total of one (1) Prize will be awarded in the name of the first-named account holder. Proof to Sponsor's satisfaction of being the authorized account subscriber may be required by Sponsor.

All entries submitted in compliance with these Official Rules and not disqualified are considered "<u>Eligible Entries</u>". All entries become the sole and exclusive property of Sponsor. Entries will not be returned and receipt of entries may not be acknowledged. Proof of entry submission will not be deemed to be proof of receipt of entry by Sponsor.

- **6. Odds:** The odds of becoming a Sweepstakes Winner depend on the number of Eligible Entries received for each applicable Drawing.
- 7. **Prizes: Grand Prize:** The one (1) Grand Prize ("<u>Prize</u>") will include a trip for one (1) Winner ("<u>Winner</u>"), and one (1) guest of Winner ("<u>Guest</u>"), to attend the 2013 AT&T MLS All-Star Game ("<u>Event</u>"). The event is currently scheduled to take place on July 31, 2013, in Kansas City, Missouri, USA at Sporting Park. The Grand Prize will be fulfilled by the New York Red Bulls ("<u>Team</u>") and include: (i) round trip coach class air transportation for Winner and Guest which shall originate from an airport of Sponsor's choice near Winner's primary residence to Destination, with an approximate retail value ("<u>ARV</u>") of \$1,200; (ii) round trip ground transportation for Winner and Guest, to be taken together, between airport and hotel in Destination, with an ARV of \$500; (iii) two (2) nights hotel accommodations in Destination for Winner and Guest, which will be one (1) standard room based on double occupancy (meals, telephone calls, tips, gratuities, and other incidentals and costs are not included), with an ARV of \$550; and (iv) two (2) tickets to Event, with an ARV of \$400, collectively (the "<u>Grand Prize</u>"). The total ARV of the Grand Prize is \$2,650. The ARVs are subject to change based on current market conditions at time of Prize fulfillment and, when applicable, the time of travel and the distance between departure and Destination. Any difference between the ARVs and the actual values, if any, will not be awarded. Winner and Guest must travel on the same itinerary.

Choice of ticket seat locations to be determined by the Team in its sole discretion. Winners, Guest and attendees are responsible for all costs and expenses associated with Prize acceptance and use that are not specified herein as being awarded. Prize dates are subject to change in Sponsor's sole discretion. If a Winner is not available or able to accept the Prize, Winner privileges will be terminated and an alternative Winner will be selected in a random manner from among the remaining applicable Eligible Entries.

- **Rublicity Release:** By participating in Sweepstakes, each Winner grants the right to Sponsor to record, film, videotape and photograph the Winner ("Images"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of Winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, promotion, or a Sweepstakes Winner list or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.
- **9. Winner Selection and Notification:** There will be one (1) Winner selected in random drawings from among all of the Eligible Entries by Administrator as specified in Section 4 herein. Administrator will attempt to contact the potential Winners via the telephone number provided at time of entry. **No messages will be left on answering machines or voicemail systems.** If a potential Winner cannot be reached directly and/or does not meet the eligibility requirements, the potential Winner will be disqualified and an alternate potential Winner will be selected in a random drawing from among all of the remaining applicable Eligible Entries.
- Winner Verification: Grand Prize Winner Verification: To be eligible to be declared the Grand 10. Prize Winner and to receive the Grand Prize, the potential Grand Prize Winner must sign within three (3) days of issuance of documentation from Sponsor or Administrator (a) an Affidavit of Eligibility and Release releasing Sweepstakes Entities from any and all liability, loss, claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from potential Grand Prize Winner's participation in Sweepstakes, including, but not limited to, traveling to, preparing for and/or participating in any Prize related activity, or the acceptance, possession, or use or misuse of any Prize, to be eligible for the Prizes; and (b) except where prohibited by law, a publicity release granting Sweepstakes Entities the right to use potential Winner's name, picture and/or likeness, or biographical information or voice for trade, advertising and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification. Entry into Sweepstakes constitutes agreement to sign such Affidavit of Eligibility and Release and Publicity Release. When such documentation is properly executed and potential Grand Prize Winner is otherwise in compliance with the Official Rules, potential Grand Prize Winner will be determined to be the Sweepstakes ("Grand Prize Winner"). Prize or Prize documents returned as undeliverable will result in forfeiture of Prize.

Guest participating in Prize with Grand Prize Winner will also be required to sign if the Guest's parent or legal guardian if Guest has not reached the age of majority in the jurisdiction in which they reside ("Minor"), a Liability/Publicity Release that must be returned along with the potential Grand Prize Winners documentation as provided in these Official Rules within three (3) days of issuance. If potential Grand Prize Winner and Guest do not sign such documentation within the time frame specified, the potential Grand Prize Winner may be disqualified and the Grand Prize forfeited and an alternate Grand Prize Winner will be chosen in a random drawing from among all of the remaining Eligible Entries if time permits. If the Guest is a Minor, he or she must be accompanied by his or her parent or legal guardian and such parent or legal guardian must pay his or her own expenses unless he or she is the Winner. If Grand Prize Winner chooses not to take a Guest, or if the Guest does not sign the documentation as provided in these Official Rules within the time frame specified then the Guest elements of the Grand Prize will be forfeited and the other elements of the Grand Prize shall constitute full satisfaction of Sponsor's obligation to award the Grand Prize.

In the event of non-compliance by a potential Winner such potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an alternative potential Winner will be chosen in a random drawing from among all of the remaining applicable Eligible Entries received. Sponsor expressly reserves the right to delay the announcement of the Winners for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Winner in event that any potential Winner fails to comply with these Official Rules or fails to execute any required documentation. Winners and Guest agree to comply with all venue rules and regulations and agree not to act in an unsportsmanlike or disruptive manner.

By participating in Sweepstakes, Winners and Guest acknowledge that Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that Winners and Guest (or any parent or legal guardian acting on behalf of Guest) will be responsible for obtaining and paying for any life, travel, car, accident, property or other form of insurance relating to the Prizes that Winners or Guest deem appropriate.

- **Prize Terms:** The date for fulfillment of the Prize will be July 30 through August 1, 2013, subject to change in Sponsor and Team's sole discretion. If for any reason any Prize is unavailable or any Prize or related event is delayed, cancelled or postponed, or for any other reason, Sponsor and Team reserves the right to modify the Sweepstakes in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prizes, or any portion thereof, is permitted by a Winner or Guest. Sweepstakes Entities shall have no responsibility or obligation to a Winner or Guest who is unable or unavailable to, or who does not for any reason, accept or utilize the Prizes. All costs and expenses not specifically listed above as part of the Prizes, including, without limitation; transportation, meals, snacks, beverages, mini-bar, entertainment, tips, gratuities, souvenirs, personal expenses, damages to hotel rooms, baggage fees, travel insurance, departure taxes and fees, and any equipment to be used in connection with the Prizes, are solely Winner's responsibility. Prizes are provided "as is". Entrants acknowledge that Sweepstakes 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 the Prizes, including any express warranties provided by a Prize supplier that are sent along with the Prizes and any implied warranty of merchantability of fitness for a particular purpose. Arrangements for the fulfillment of the Prizes including all travel arrangements will be made by Administrator and/or Sponsor.
- **12. Taxes:** The Grand Prize Winner must supply Sponsor or Administrator with his or her social security number for tax purposes. An IRS Form 1099 will be issued in the name of the Winner for the actual value of the Prize awarded if the actual value of Prize is over \$600. All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of Prize not specifically provided for in these Official Rules are solely the Winner's responsibility.

For the Grand Prize Winner, Team will determine in its sole discretion the airline and hotel to be provided as part of the Prize. All travel dates are subject to change in Sponsor's sole discretion. If Winner or Guest is not available or able to travel on the dates specified by Sponsor, Winner and Guest's privileges will be terminated and an alternative Winner will be selected in a random manner from the remaining applicable Eligible Entries if time permits. Travel restrictions, conditions and limitations may apply. Travel arrangements are subject to availability and must be roundtrip. Sweepstakes Entities shall not be responsible for any damage to baggage or any cancellations, delays, diversions or substitutions or any acts or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any element of the Prize or associated with the Prize. Grand Prize Winner and Guest must possess valid travel documents in order to travel.

13. General Terms: Sweepstakes Entities are not responsible if Sweepstakes cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Sweepstakes Entities. If, for any reason Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sweepstakes Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Sweepstakes or any part of the Sweepstakes. If Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing date of the Sweepstakes, notice will be posted on att.net/soccer if time permits and the Prizes will be awarded to potential Winners to be selected in random drawings from among all of the remaining uncorrupted applicable Eligible Entries received prior to any such event outside of the reasonable control of Sponsor. Sponsor reserves the right to modify and amend these Official Rules from time to time during Sweepstakes for clarification purposes.

By participating in the Sweepstakes, all entrants agree to indemnify and hold harmless Sweepstakes Entities from any and all liability arising out of or relating in any way to entrant's participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received, postage due mail entries, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Sweepstakes, or by any human, mechanical or electronic error which may occur in the

processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone related to or resulting from participation or downloading any materials in Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No softwaregenerated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the entry process or the operation of Sweepstakes; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Sweepstakes Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

AS A CONDITION OF ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; AND (III) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW..

- **14. Request for Names of Winners and Official Rules**: All requests for a copy of the Official Rules and for the names of the Winner must be made by August 31, 2013. For the names of the Winners and/or Official Rules: (i) send a self-addressed stamped envelope to: Velocity Sports and Entertainment, Attention: "2013 AT&T **Red Bulls MLS All-Star Game Sweepstakes"**, 230 East Avenue, Norwalk, CT 06855; and (ii) write, as applicable, "Winners List" or "Official Rules" on the lower left hand corner of the envelope.
- **15. Sponsored by:** This Sweepstakes is sponsored by AT&T Services, Inc., One AT&T Plaza, 208 S. Akard, Dallas, TX 75202.
- **16. Administered by:** This Sweepstakes is administered by Velocity Sports and Entertainment, 230 East Avenue, Norwalk, CT 06855.