

## **2023 American Family Lumen Field Giveaway (The “Giveaway”)**

### **Official Rules**

**THESE OFFICIAL RULES ARE A CONTRACT—READ THIS CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES A RELEASE AND LICENSE FROM YOU, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**NO PURCHASE, PAYMENT OF ANY KIND, OR INSURANCE QUOTE IS NECESSARY TO PARTICIPATE IN THE GIVEAWAY.**

Participation in the 2023 American Family Lumen Field Giveaway constitutes Participant’s (as defined below) full and unconditional agreement to these Official Rules. Participant is free to refuse any giveaway and status as Participant, and as a result will not be eligible to receive a Prize.

### **SPONSOR AND ADMINISTRATOR**

This Giveaway is sponsored by American Family Mutual Insurance Company, S.I. and its Affiliates, 6000 American Parkway, Madison, WI 53783 (“American Family” or “Sponsor”).

This Giveaway is administered by rEvolution Marketing, LLC, 210 N Carpenter St, Floor 9, Chicago IL, 60607 (“Administrator”).

The Administrator is responsible for the collection, submission, processing of information, and giving out the Prizes. Sponsor is responsible for the overall execution of the Giveaway. Participants should look solely to Sponsor with any problems related to the Giveaway. To contact the Sponsor please email your questions or comments to: [eventquestions@amfam.com](mailto:eventquestions@amfam.com). To help us properly identify your email please enter “2023 American Family Insurance Lumen Field Giveaway” in the subject line.

All decisions related to, as well as all interpretation of, these Official Rules by Sponsor are final and binding.

### **GIVEAWAY PERIOD**

The Giveaway commences two hours prior and ends at halftime at four (4) 2023 Seattle Sounders FC home games at Lumen Field, every 2023 MLS Cup Playoff Home Game, or when all Prizes are given out, whichever occurs first. This Giveaway is first-come, first-serve. The dates of each event include:

- August 20, 2023
- September 2, 2023
- October 4, 2023
- October 7, 2023
- Followed by every 2023 Sounders FC MLS Cup Playoff Home Game

### **ELIGIBILITY**

This Giveaway is open to legal residents of the State of Washington, except those who live within a seventy-five (75) mile radius around the city limits of Portland, Oregon, that extends into the State of Washington, who are at least twenty-one (21) years of age or older on the date of entry. One (1) entry per person.

## **HOW TO ENTER**

This Giveaway is limited to the first 500 eligible Participants who successfully complete and submit the entry form. By participating in the Giveaway in any way you will become a “Participant.” Each Participant who enters using the below method of registration will receive one Prize.

During the Giveaway Period visit the American Family concourse display at Lumen Field to complete the giveaway form. Participants must fully complete and submit all non-optional data requested on the online registration form to obtain a Prize. By successfully transmitting a completed registration form as directed, you will be provided a Prize.

## **CONDITIONS OF REGISTRATION**

Participants may receive only one (1) Prize. No substitutes for the official registration form may be used to obtain a Prize, and Sponsor **\*\*will not accept registrations\*\*** by U.S. Mail, email, fax, or any other way other than the methods listed above.

By registering and obtaining a Prize, Participant agrees to be bound by these Official Rules and the decisions of Sponsor and its authorized representatives, which are final and binding in all matters concerning this Giveaway. Registrations not legitimately submitted in accordance with these Official Rules are void. Only qualified Participants received by Sponsor during the Giveaway Period are eligible for participation.

Participants may be required to provide the following information to be eligible to obtain a giveaway: first, middle and last name, email address, complete mailing address, and phone number (collectively or individually, “Personal Information”). All requested Personal Information must be provided to register and obtain a Prize. Unintelligible registrations; registrations with incomplete, invalid, incorrect, or noncurrent information; counterfeit, damaged, or tampered with in any way; and printing, production, or typographical errors will not receive a Prize. Neither Sponsor or Seattle Sounders FC are responsible for printing or typographical errors in any Giveaway-related materials. Participants will be deemed made by the holder of the Participant’s email account. Sponsor is not responsible if a Participant does not receive a Prize because erroneous, expired, canceled, fraudulent, or fake information was provided during the registration.

Sponsor may, in its sole discretion, disqualify any individual it finds to be in violation of these Official Rules, tampering with the registration process or the operation of the Giveaway (including without limitation, tampering with websites or email addresses), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation of the Giveaway may be a violation of criminal or civil law, and Sponsor may seek damages to the fullest extent permitted by law from any person it finds to have made such an attempt.

The Giveaway is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law. Sponsor’s decisions are final and binding on all matters relating to Giveaway. By participating in this Giveaway, Participants agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsor and by the decisions of the Sponsor. Participation in Giveaway and acceptance of the Prize constitutes each winner’s permission for Sponsor

to use his/her name, address (city and state only), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each Prize recipient regarding the Giveaway or Sponsor for advertising or promotional purposes without notice or additional compensation. Please read the Privacy Policy for more information about information collection and use practices found at (<https://www.amfam.com/privacy-security> ).

**Prize Selection Includes:**

- Boonie Hats
- Ponchos
- Clear Tote Bags

There will be in total five-hundred (500) prizes given away.

The value of each prize varies between \$2.00-\$8.00. Participants will have the option to select their Prize from the selection noted herein.

**PRIVACY**

By entering this Giveaway, Participant agrees to Sponsor’s manner of collection, use, retention and disclosure of Participant’s Personal Information submitted in connection with the Giveaway. Personal Information collected from Participant is subject to Sponsor’s privacy policy, which can be found at <https://www.amfam.com/privacy-security> and may additionally be disclosed by Sponsor in connection with a public list of Prize recipient’s, or pursuant to any license granted to Sponsor by Participant under these Official Rules or the Release. Participants have the option on the registration form to receive commercial communications from Sponsor; however, choosing to receive such communications is not necessary to obtain a Prize. If, at any time, you no longer wish to receive commercial or promotional emails from Sponsor please use the following link <https://www3.dncsolution.com/DNEsolution/OptOutCode/OptOut.aspx?el=5>.

**DISCLAIMER**

The Sponsor, MLS Entities, Internet server(s), Internet and cellular telephone access provider(s), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, “Releasees”) are not responsible for any incorrect or inaccurate text messaging or registration information: human error: technical malfunctions: failures, omissions, interruption, deletion or defect of any telephone/cellular network, computer online systems, computer equipment, servers, providers, or software including any injury or damage to participant’s or any other persons cell phone device relating to or resulting from participation in this Giveaway; inability to submit or access any text message; theft, tampering, destruction or unauthorized access to, or alteration of registrations: registrations that are processed late or incorrectly or are incomplete or lost due to cellular device, computer or electronic malfunction or traffic congestion on the Internet or any web site and/or cellular telephone lines: printing or other errors; or theft or destruction or corruption of registrations. Proof of submitting a registration is considered proof of delivery or receipt. Illegible and incomplete registrations will be disqualified. All registrations become property of Sponsor and will not be returned. False and/or deceptive registrations or acts shall render Participant ineligible.

If, for any reason, in Sponsor's opinion, the Giveaway is not capable of running as planned, including, without limitation, changes in the Sponsor's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, acts of God, pandemics (including COVID-19), governmental orders, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Giveaway, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Giveaway. All interpretations of these Official Rules and decisions by the Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated online Participants are permitted and will result in disqualification of all such registrations. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to have tampered with the registrations process or the operation of this Giveaway; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or to have provided inaccurate information on any legal documents submitted in connection with this Giveaway. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE WISCONSIN COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE GIVEAWAY AND THE LAWS OF THE STATE OF WISCONSIN SHALL GOVERN THE GIVEAWAY. EACH PARTICIPANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

#### **LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT YOU SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE GIVEAWAY OR SPONSOR IN NO EVENT WILL THE SPONSOR, MLS Entities, SEATTLE SOUNDERS FC, FACEBOOK, TWITTER, YOUTUBE, OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS SUCCESSORS AND ASSIGNS BE RESPONSIBLE FOR ANY CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE, ARISING OUT OF YOUR PARTICIPATION IN THE GIVEAWAY, THE ACCEPTANCE, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF THE GIVEAWAY, PARTICIPATION IN ANY GIVEAWAY RELATED ACTIVITIES OR ACCESS TO AND USE OF ANY INTERNET SITE. REGITRANTS AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE SPONSOR FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WIHTOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS OR OTHER LIABILITY EITHER AT LAW OR EQUITY WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED THAT MAY ARISE FROM OR IN ANY WAY RELATE TO YOUR PARTICIPATION IN THE GIVEAWAY OR THE AWARDING, ACCEPTANCE USE OR MISUSE OF ANY PRIZE WITHOUT LIMITING THE FOREGOING, THE GIVEAWAY, THE PRIZE AND MATERIALS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE

LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Major league Soccer, its member professional soccer clubs (including Seattle Sounders FC), and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, "MLS Entities" or "MLS") will have no liability or responsibility for any claim arising in connection with participation in this Giveaway or any prize awarded. The MLS Entities have not offered or sponsored this promotion in any way.

#### **LICENSE FROM PARTICIPANT**

To the extent allowed by law, participation in the Giveaway in any way or acceptance of, or participation in, any prize constitutes each Participant's consent for, and grant of a non-exclusive, sub-licensable and assignable license to Sponsor to use, publish, post, or display Participant's name, social media handles, likeness, photograph, voice, opinions, statements and Prize information, regardless of whether altered, distorted, or used alone or with other material, in Sponsor's sole discretion, for promotional, advertising, trade, and publicity purposes in any medium now known or later discovered, worldwide and in perpetuity, without review or approval, and without further notice, payment, or consideration of any kind.

#### **RIGHT TO MODIFY OR CANCEL**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event any provision is found invalid or unenforceable, these Official Rules will otherwise remain in effect in accordance with their terms as if the invalid or unenforceable provision was never included. Sponsor's failure to enforce any provision of these Official Rules does not constitute a waiver of that provision.

Sponsor may cancel, suspend or modify the Giveaway or any part of it, in any way, if Sponsor determines in its sole discretion that the Giveaway is not capable of executing as Sponsor intended, or that any error, omission, fraud, technical failure, tampering, computer virus, or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs or may impair Sponsor's ability to properly conduct the Giveaway, subject to any applicable law or regulation. In such event, Sponsor may, but is not obligated to, award any applicable prize by conducting a random drawing from among the eligible entries received up to the time of the cancellation, suspension, or modification of the Giveaway. Inclusion in such random drawing is Participant's exclusive remedy under such circumstances.

In the event of an inconsistency between these Official Rules and any disclosure or other statement contained in any Giveaway-related materials, including without limitation, a Giveaway registration form or any point-of-sale, radio, television, print, or online advertising, these Official Rules will prevail and govern.

#### **DISPUTES**

Except where prohibited by law, Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prizes awarded shall be resolved

individually, without resort to any form of class action, and exclusively by the United States District Court, Western District of Wisconsin, or Dane County Circuit Court of Madison, Wisconsin; and (b); any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Giveaway, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

Any Giveaway details not specified above will be determined by Sponsor in its sole discretion.