

**MountainStar Sports Group, LLC**  
**"Name the Team" Contest**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN**

The object of the "Name the Team" Contest ("Contest") is to submit a name for the United Soccer League Team in El Paso, Texas ("Team Name"). MountainStar Sports Group, LLC ownership and management ("Judges") will evaluate the proposed Team Names ("Entry" or "Entries") and select a Grand Prize Winner (as defined herein) in accordance with these Official Rules.

**ELIGIBILITY**

The Contest is open to residents of the United States and Mexico who are eighteen (18) years of age or older, and have a valid e-mail address and internet access as of the time of entry, ("Participant"). In addition, an individual who is under eighteen (18) years of age ("Minor") and is a resident of the United States or Mexico may submit a proposed Team Name as long as that submission is done through a Participant who is the Minor's parent or legal guardian. If the submission is done by a Minor through a Participant who is the Minor's parent or legal guardian, the Minor's parent or legal guardian acknowledges and agrees to be bound by the Official Rules on behalf of the Minor. Employees, officers and directors (and their immediate family members which includes spouse, parent, child, sibling and their respective spouses and any other person residing in their households, whether or not related) of MountainStar Sports Group, LLC ("Sponsor"), the United Soccer League and its respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Contest are eligible to submit an Entry but are not eligible to be selected as the Grand Prize Winner ("Entry Only Participants"). Participants who comply with all of the Official Rules are eligible to receive the Grand Prize, but Entry Only Participants are not eligible to be selected as the Grand Prize Winner. The Contest is subject to all applicable federal, state, local laws and regulations. This Contest is void where prohibited or restricted by law, rule or regulation. Purchase of products from Sponsor will not improve a Participant's chance of winning.

**CONTEST PERIOD**

The first phase of the Contest begins on March 22, 2018 at 12:00 a.m. Mountain Time ("MT") and ends on April 5, 2018 at 11:59 p.m. MT (the "Contest Period"). The second phase will take place after April 5, 2018, and the contest period for the second phase and any additional contest rules will be announced at a later time. The Contest Period for the first phase and the contest period for the second phase may be changed or extended at the sole discretion of the Sponsor.

**HOW TO ENTER**

**1. Online Method:** During the Contest Period, Participants can go to [www.epusl.com](http://www.epusl.com) or [www.elpasousl.com/nametheteam](http://www.elpasousl.com/nametheteam) and click on the banners, buttons and/or links to access the online entry form for the Contest. Participants who submit their complete name, address, city, state, zip code, day and evening telephone number, e-mail address, and suggestion for Team

Name to Sponsor via the online entry form will be automatically entered in the Contest provided that Participants complete and submit all non-optional data requested on the online entry form. Entries that do not contain all of the non-optional data are void and will be rejected without any notice to Participant. Participants will be given the option to receive commercial e-mails from Sponsor, but eligibility to participate in the Contest is not dependent upon Participant's consent to receive such e-mails.

**2. Mail-in Method:** If Participant does not wish to enter online, Participant may enter the Contest by printing name, address, city, state and zip code, day and evening telephone number and e-mail address and suggestion for Team Name on a standard size postcard and mail to: El Paso USL, Name The Team Contest, 1 Ballpark Plaza, El Paso, Texas 79901. Sponsor will only use e-mail addresses provided via the mail-in entry method for prize notification purposes. Entries that do not contain all of the data listed are void and will be rejected without any notice to Participant. Mail-in entries must be postmarked by April 5, 2018 and received by Sponsor by April 10, 2018. Mail-in entries received by Sponsor after April 10, 2018 will be rejected, regardless of the postmark date on the mail-in Entry. Mail-in entries become the property of the Sponsor and will not be returned.

## **JUDGING**

The Judges will evaluate each proposed Team Name submitted based on a variety of factors, including but not limited to, name popularity based on public entries and voting, creativity, family-friendliness, and how well the proposed name reflects the tradition of the sport, yet also be uniquely representative of El Paso – whether it be inspired by the community's history, unique culture, landscape, or aspirations for the future. If the Judges determine that any of the proposed Team Names satisfy the criteria for further consideration as a possible Team Name, the Judges may submit those proposed Team Names to a public vote in a manner to be determined solely by Sponsor. The final voting results may be one of several factors that Sponsor will consider in selecting a name for the USL team in El Paso, Texas ("Selected Team Name"). The Selected Team Name may or may not be one of the proposed Team Names proposed by Participants or Entry Only Participants, and Sponsor reserves the right to determine the Selected Team Name in any manner it deems appropriate.

If the Selected Team Name is a name submitted during this Contest by a Participant who has complied with all of the Official Rules for this Contest, that Participant will be awarded the Grand Prize ("Grand Prize Winner"). If the Selected Team Name was submitted by multiple qualified Participants, the Grand Prize Winner will be chosen by a random drawing consisting of all qualified Participants who submitted the Selected Team Name.

If the Selected Team Name is not one submitted by any qualified Participant, then all qualified Participants will be eligible for the Grand Prize. In this situation, the Grand Prize Winner will be selected in a random drawing of all qualified Participants.

## **PUBLICATION AND ASSIGNMENT OF RIGHTS TO ENTRY**

By entering the Contest, each Participant and Entry Only Participant who submits an Entry agrees (i) that his or her Entry is an original work of authorship and he or she owns all right, title and interest in the Entry as of the date of submission ("Participant Rights" and "Entry Only

Participant Rights”); and (ii) to assign all Participant Rights and Entry Only Participant Rights, including copyright rights, in the Team Name to Sponsor and grant permission for Sponsor to publish or publicize all or part of the Entry, including but not limited to Participant's or Entry Only Participant's name, address (city and state of residence), photograph, voice and/or other likeness, Team Name and prize information (prize information is applicable only to Participants), in whole or in part, for advertising, promotional and trade purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, throughout the world, in perpetuity, without notice or permission, and without further compensation or consideration, except where prohibited by law.

## **GRAND PRIZE AND GRAND PRIZE WINNER**

The Grand Prize to be awarded in this Contest includes the following: two (2) season tickets for the 2019 season, two (2) jerseys, and a photo taken with the team during the 2019 season. The Grand Prize Winner will be selected as follows: (1) if the Selected Team Name is submitted by only one Participant, that Participant will be the Grand Prize Winner; (2) if the Selected Team Name is submitted by more than one Participant, then one of the Participants who submitted the Selected Team Name will be selected at random as the Grand Prize Winner; and (3) if the Selected Team Name was not submitted by any of the Participants, then one of the qualified Participants will be randomly selected as the Grand Prize Winner.

The Grand Prize Winner is fully responsible for any and all applicable federal, state, international and local taxes resulting from the Grand Prize, including but not limited to, income and withholding taxes. Transportation is not included as part of the Grand Prize. All costs and expenses not specified herein, related to the Grand Prize, including but not limited to lodging, transportation costs, meals, taxes and gratuities and other expenses incurred by accepting and using the Grand Prize are the sole responsibility of the Grand Prize Winner.

USL game, event and exhibition dates and times are determined at the sole discretion of the USL and may be subject to change. The terms and conditions of the tickets awarded as prizes will govern in the event a legal game or exhibition, as defined by USL, is not played due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. Grand Prize Winner agrees to comply with all applicable stadium regulations in connection with the Grand Prize. Sponsor reserves the right to remove or to deny entry to Grand Prize Winner who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Grand Prize is non-transferable, with no cash redemptions or substitutions except at Sponsor's sole discretion. Sponsor will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside its control that may cause the cancellation or postponement of any USL game, event or exhibition. Sponsor reserves the right to substitute the Grand Prize (or portion thereof) with one of comparable or greater value at its sole and absolute discretion. All Grand Prize details are at the sole discretion of the Sponsor.

## **CONTEST ADMINISTRATION AND GENERAL CONDITIONS**

Sponsor will be responsible for resolving any disputes and rules violations that arise in connection with the Contest. All decisions by Sponsor regarding the Contest shall be final and binding in all respects.

By participating in the Contest, each Participant and Entry Only Participant in the Contest accepts and agrees to be bound by these Official Rules, including all eligibility requirements.

All Participants and Entry Only Participants must provide a valid e-mail address at the time of the Entry. Multiple entries are allowed by the following means: 1) use a separate e-mail address, or 2) submit a postcard using the Mail-In Method. If there is a dispute as to the identity or eligibility of the Grand Prize Winner based on a disputed e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of the Entry. The "Authorized Account Holder" is the person to whom the applicable internet service provider or other organization (such as business or educational institution) has assigned the e-mail addresses for the domain associated with the submitted e-mail address.

The Grand Prize Winner will be notified by e-mail by Sponsor with instructions regarding acknowledgment of and claiming the Grand Prize. If the Grand Prize Winner does not respond to any such notification by providing the requested information within three (3) business days after receipt of the e-mail, the Grand Prize Winner will be disqualified and no longer eligible to receive the Grand Prize. If a disqualification results, an Alternate Grand Prize Winner may be chosen at random from all remaining eligible entries; the Alternate Grand Prize Winner must comply with the same requirements as the original disqualified Grand Prize Winner to be eligible to receive the Grand Prize. As a condition of being awarded the Grand Prize, the Grand Prize Winner or Alternate Grand Prize Winner will be required to sign and deliver to Sponsor an Affidavit of Eligibility, a Release of Liability and an Irrevocable, Royalty-Free Assignment of the Participant's Rights in favor of Sponsor (the "Winner Release Documents"), which must be completed, notarized and returned to the Sponsor within ten (10) business days of receipt. The Winner Release Documents will be provided to the Grand Prize Winner or Alternate Grand Prize Winner by e-mail. If the Winner Release Documents are not properly executed and notarized and returned to Sponsor within ten (10) business days of receipt, the Grand Prize Winner will be disqualified. If a disqualification occurs, an Alternate Grand Prize Winner will be selected as outlined above.

All federal, state and local laws and regulations apply. This Contest and these Official Rules will be governed by the laws of the State of Texas. Any court of competent jurisdiction sitting in El Paso, Texas will have exclusive jurisdiction and venue for any dispute arising out of or relating to this Contest or these Official Rules. Participant and Entry Only Participant expressly agree that (1) all disputes will be determined by a court of competent jurisdiction in El Paso County, Texas and (2) that court will have personal jurisdiction over all parties to any dispute. Participant and Entry Only Participant agree to waive and relinquish any right they have to sue Sponsor as a class. Under no circumstances will any Participant or Entry Only Participant be entitled to, and therefore expressly waive, relinquish and agree to have no claim to any punitive, exemplary, multiple, incidental or consequential damages of any type or nature including, but not limited to, attorneys' fees and costs (including without limitation court and expert costs). Participant's and Entry Only Participant's damages are expressly limited to any actual out-of-pocket expenses incurred in submitted any Entry.

The Sponsor and each of its respective parent companies, trustees, subsidiaries, franchisees, assignees, affiliates, licensees, agents, independent contractors and advertising and promotional agencies, and each of their respective general and limited partners, members, shareholders,

officers, directors, agents, employees, representatives and contractors (collectively, the "Released Parties") shall not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected online or mailed entries, for incorrect, inaccurate or incomplete entry information whether caused by a Participant or Entry Only Participant, equipment, or technical malfunction or for any human error, technical error or malfunctions.

The Released Parties shall not be responsible for typographical or other human or technical errors in the offer or administration of this Contest, including but not limited to, errors in advertising, the Official Rules, the selection and announcement of the Grand Prize Winner or the distribution of the Grand Prize. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

The Released Parties make no warranties, express or implied, relative to the use or enjoyment of the Grand Prize, including without limitation, its quality, merchantability or fitness for a particular purpose. By entering the Contest, Grand Prize Winner agrees to hold harmless and fully release Sponsor and each of its respective parent companies, trustees, subsidiaries, franchisees, licensees, employees, agents, independent contractors and advertising and promotional agencies from any and all liability for any injuries, losses, death, or damages of any kind caused by the Grand Prize or resulting from the acceptance, possession, quality, use or misuse of the Grand Prize or travel related to the receipt or use of the Grand Prize.

Any Entry that is incomplete, late or otherwise does not comply with these Official Rules will be disqualified.

If this Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest, or to disqualify Participants or Entry Only Participants residing in the affected geographic areas. In such event, the Sponsor shall have no liability to any Participants or Entry Only Participants who are disqualified due to such an action.

The Contest is a skill contest designed to increase consumer awareness of and interest in USL soccer. This Contest may not be used for any form of gambling.

## **INTERNET AND MAIL**

If for any reason the Contest is not capable of running as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, theft, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. In such event, Sponsor further reserves the right to judge the entries received prior to such event and award the Grand Prize as of the termination date.

The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, misdelivery, loss or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be

received on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. The Sponsor is not responsible if any mailed entries are not timely received as a result of any actions by the United States Postal Service or any of its employees, or for any lost, misdirected, delayed or misdelivered mail entries.

**CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND EACH OF ITS RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

#### **OFFICIAL RULES/GRAND PRIZE WINNER INFORMATION**

For Grand Prize Winner information or an additional copy of the Official Rules, send a self-addressed, stamped envelope to: MountainStar Sports Group, LLC, Name The Team Contest, 1 Ballpark Plaza, El Paso, TX 79901 and specify either "Official Rules" or "Grand Prize Winners List."

**SPONSOR: MOUNTAINSTAR SPORTS GROUP, LLC**