

MLS & Avant All-Star Mobile Tour “Best Guess” Contest
Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

CONTEST PERIOD: The MLS & Avant All-Star Mobile Tour “Best Guess” Contest (the “**Contest**”) takes place from June 5, 2024 to July 21, 2024 (the “**Contest Period**”). The Contest Period consists of several MLS & Avant All-Star Mobile Tour stops (each, a “**Stop**” and collectively, the “**Stops**”) taking place in the State of Ohio, wherein eligible participants will have the opportunity to participate in a “Best Guess” Contest at each Stop. The participant who guesses the number closest to the total Avant-branded credit cards in the on-site MLS logo display installation during the Contest Period (subject to verification of eligibility and compliance with these “Terms and Conditions”) will be deemed the Winner of the Contest and will receive the Grand Prize (the “**Winner**”).

Participation in the Contest does not constitute entry into any other promotions, contests, or sweepstakes. By participating in the Contest, each participant unconditionally accepts and agrees to comply with and abide by these Terms and Conditions, Contest Rules, and the determinations made by Major League Soccer, L.L.C. (“MLS” or “Sponsor”), 420 Fifth Avenue, 7th Floor, New York, NY 10018 which shall be final and binding in all respects.

Avant, LLC (“Avant”) is a marketer of this Promotion. Avant is not a sponsor or administrator of this Promotion and is in no way responsible or liable for the administration of this Sweepstakes. All trademarks used are the property of Avant and are used for Promotion description purposes only.

PRIZE: One (1) Grand Prize will be awarded. The Grand Prize includes: two (2) game tickets to the MLS Cup game (price and location of seats to be determined by Sponsor, in their sole discretion) with an approximate retail value (“ARV”) of \$240.00; round-trip air transportation for two (2) people departing from a Columbus, OH Area Airport to the International Airport located closest to the MLS Cup game host city, and returning to a Columbus, OH Airport (dates, times and seat locations subject to change and to be determined by Sponsor, in their sole discretion) with an ARV of \$1,000.00; and one (1) hotel room (double occupancy) in MLS Cup game host city for two (2) night’s stay at a hotel to be chosen by Sponsor, in their sole discretion with an ARV of \$240.00. The Winner will also receive Five-hundred dollars (\$500 USD) in the form of a cash debit card, to be used towards travel expenses including ground transportation, food and beverage costs, and other travel related expenses, at the Winner’s discretion. Total ARV of Grand Prize package: \$1,980.00.

All prizes elements must be accepted as awarded, and prize is awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment, refund or transfer of the Grand Prize is permitted nor is the Winner entitled to cash value of the Grand Prize. Sponsor reserves the right to substitute the Grand Prize (or a component thereof) with another item (or component thereof) of greater or equal value. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with the Grand Prize, receipt and use, including, without limitation, all federal, state and local taxes on the prize and any additional travel costs that may be incurred not specified above as being included. Winner will be issued an IRS Form 1099 for the retail value of the Grand Prize.

ELIGIBILITY: Open only to legal residents of the United States residing less than two hundred (200) miles from Columbus, OH who are eighteen (18) years of age or older. Employees, officers, directors and agents of Avant, Sponsor, Soccer United Marketing, LLC, Pro Soccer Development, LP, Player

Development, LLC, and each of their respective parents, affiliated companies, subsidiaries, distributors, dealers, retailers, printers, advertising and promotion agencies and any and all other companies associated with the design or execution of this Contest (collectively, the “**Contest Parties**”), and the members of Contest Parties’ immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside), and members of said households, whether or not related, to any of the foregoing, are not eligible to participate or win the Contest. The Contest is subject to all applicable federal, state and local laws and regulations.

HOW IT WORKS: During the Contest Period, visit a Stop and complete the registration form as directed, signify that you have read, understand, and agree to these Terms and Conditions, complete a waiver relating to your participation in the Contest, and submit your guess (collectively, the “**Participation Form**”). Availability of the Contest at each Stop will be available on a first come, first serve basis and participation cannot be guaranteed.

“Best Guess” Contest:

The “Best Guess” Contest will allow participants to visually inspect the MLS Logo installation, which will contain a number of mock Avant-branded Credit Cards. The participant will submit their guess on the electronic Participation Form provided. Participants may only base their guess from visual observation. Any attempts to disturb, touch, manipulate, or destroy the installation will result in immediate disqualification. Each participant is allowed one guess. Should a participant submit more than one guess, only participant’s first submitted guess will be eligible for the Contest or may be subject to disqualification. Void where prohibited by law. The Winner will be chosen based on the closest guess to the total number of mock Avant-branded Credit Cards in the installation. Should a tie occur, the tied participants will be presented with a tie-breaker question. The participant who correctly answers the tie-breaker question will be deemed the Winner. The Winner will be contacted by an agent of the Sponsor at the end of the Contest Period.

Upon registration, each participant may be given the option to opt-in to receive promotional information via email, mail, phone or any other form of media from the Sponsor and any other Contest Parties, and to receive information regarding Sponsor’s and Avant’s featured products, special events, promotional offers, or purchase incentives. **The Promotional opt-in is not required to participate in the Contest and checking the opt-in boxes will not increase a participant’s chances of being selected as the “Winner” (as such term is defined in the Terms and Conditions).** Participants that have opted-in may opt-out of any further communications at any time by following the opt-out instructions provided in the applicable communications.

All information provided will become property of Sponsor and Avant and used as provided in the MLS Terms of Use and Privacy Policy and Avant’s Privacy Policy, each of which can be found by visiting <http://www.mlssoccer.com/terms-service>, <http://www.mlssoccer.com/privacy-policy>, and <https://www.avant.com/privacy-policy/> (which are incorporated herein by reference).

Contest Parties are not responsible for lost, late, incomplete, stolen, delayed, damaged, or inaccurate Participation Forms; or for other errors or problems of any kind whether human, printing, typographical, mechanical or otherwise relating to or in connection with this Contest, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the processing of registrations, or in any Contest-related materials. Persons who tamper with or abuse any aspect of the Contest, as solely determined by Sponsor, will be disqualified and all associated Participation Forms will be void. Should any portion of the Contest be, in Sponsors’ sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right, at its

sole discretion, to suspend, modify or terminate the Contest for these or any other reason, and, if terminated, at their sole discretion, select the Winner from all remaining eligible Participation Forms.

GENERAL CONDITIONS: Each participant agrees to: (i) be bound by these Terms and Conditions and the decisions of the Sponsor, which are final and binding in all matters, (ii) the use by Sponsor and their designees of their name, city and state of residence, photograph, voice, and likeness, and prize information, for advertising, trade and promotional purposes, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without compensation, notification or permission, except where prohibited by law, and (iii) release, indemnify, and hold Contest Parties harmless against any injuries/losses/damages (including death)/claims/actions and any liability of any kind resulting, in whole or in part, directly or indirectly, from participation in any Contest-related activity, the cancellation or postponement of any game, or participation in the Contest or acceptance, possession, use, misuse or nonuse of any prize, including any travel/activity related thereto. Contest Parties are not responsible for technical, mechanical, printing, typographical, human or other errors relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the determination of a Winner, the announcement of the Winner; or for any reason. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE AT LAW AND IN EQUITY TO THE FULLEST EXTENT PERMITTED BY LAW.**

CHOICE OF LAW/VENUE: All issues and disputes relating to or arising out of the Contest or these Terms and Conditions, or the rights and obligations of participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of New York, shall be interpreted and governed by the internal laws of New York, USA. By participating in the Contest, participant agrees to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New York and irrevocably waives any and all right to object to such jurisdiction of such action, suit, or proceeding in any New York state or federal court.

ADDITIONAL TERMS: The Grand Prize is subject to all of the terms and conditions set forth on the game tickets, including, without limitation, compliance with the MLS Fan Code of Conduct found at <https://www.mlssoccer.com/about/fan-code-of-conduct>. Any and all taxes of any kind, fees, baggage fees, insurance and other related costs and expenses incurred in conjunction with airline tickets, game tickets and game attendance, including, without limitation, costs for parking at the venue, are the sole responsibility of the Winner and Winner's guest. All federal, state and local taxes, and any other costs and expenses associated with the Grand Prize are solely the Winner's responsibility. Contest Parties are not responsible if Contest cannot take place, or if the Grand 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, covid-19, or other events outside of the reasonable control of Contest Parties. If the Contest cannot be held for any reason beyond the control of Contest Parties, Sponsor reserve the right, in their sole discretion, to cancel, terminate, modify, or suspend the Contest.

The Winner and their guest must comply with all terms and conditions and meet all requirements, including but not limited to the Travel Restrictions set forth below. The Winner will be notified either by telephone or e-mail using the contact information as provided in their Participation Form. The Winner may be required to complete and execute a notarized Affidavit of Eligibility, a Liability Release, and a Publicity Release (collectively, the "Winning Documentation") in the form(s) provided by Sponsor to claim his/her/their Grand Prize. The Winning Documentation must be returned by the date and/or time indicated by Sponsor. If the potential Winner: (i) cannot be contacted with two (2) days of the first

attempt to contact him/her; (ii) potential Winner fails to return the Winning Documentation within the specified time; (iii) if any prize or prize notification is returned as undeliverable; (iv) if the potential Winner is found to be ineligible; or (v) if the potential Winner does not comply with these Terms and Conditions, then the potential Winner may be disqualified and an alternate Winner will be selected. In such an event, the alternate Winner will be notified and will be required to return the Winning Documentation in a timely fashion.

TRAVEL RESTRICTIONS. Actual value of Grand Prize depends upon time of travel, location of destination, air transportation fluctuations, and current market conditions at time of Grand Prize fulfillment. Winner is not entitled to the difference between the stated ARV and the actual value of the Grand Prize, if any. Winner and guest for trip must be able to travel on dates specified by Sponsor or the Grand Prize will be awarded to an alternate Grand Prize Winner, time permitting. Sponsor reserves the right to change the flight dates. Guest of Winner for trip must be at least 18 years of age to travel unless a child or legal ward of Winner. Winner and guest must be able to travel outside of Ohio and have proper travel documentation (i.e., a valid passport) as required by law. If guest is a child or legal ward of Winner, Winner will be required to execute and return such documents on behalf of such child or legal ward. The Grand Prize is subject to air/hotel availability and other conditions and restrictions. Airline/flight times to be selected by Sponsor at their sole discretion; one or more stopovers may be required. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted except as completed or approved by Sponsor, in their sole discretion. Once delivered to Winner, Sponsor will not replace any lost or stolen tickets, travel vouchers or prize items. Contest Parties shall not be responsible for any cancellations, delays, diversions, substitutions, or any acts or omissions whatsoever by the air carriers, hotels, or other transportation companies or any other persons providing any of these services and accommodations to passengers, including any results thereof, such as changes in services or accommodations necessitated by same. Sponsor is not responsible for any postponement or cancellation of flights resulting from any labor stoppage, strikes, or lock out, weather, or any other event beyond Sponsor's control. Prize conditions may be added or modified and other rules and requirements may apply at the discretion of airlines and other third parties providing those portions of the Grand Prize. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents. Tickets are subject to certain terms and conditions as specified by Major League Soccer. Winner and guest for trip must comply with all venue and event rules and regulations. Failure to do so may result in forfeiture of such portion(s) of Grand Prize. All Grand Prize details, including exact seat location, will be determined by Sponsor in their sole discretion. If any portion of Grand Prize or any other event or activity does not take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, weather, or an event of force majeure, the remaining components of the Grand Prize will be awarded if possible. Sponsor's obligation to the Winner will be deemed fulfilled and no other additional compensation or substitution will be provided for the applicable trip. Winner and Winner's guest must be able to travel together and on schedules as specified by Sponsor or Grand Prize will be forfeited and awarded to an alternate Winner, time permitting.

ADMINISTRATION: Any participant, Winner, and Winner's guest agree to follow the Terms and Conditions and hold harmless and indemnify Sponsor, the participating MLS teams, the host venue of MLS Cup, Clamor LLC, and their respective parents, subsidiaries, affiliates, directors, officer, employees, and agents against any and all claims, liabilities, damages or causes of action whatsoever, with respect to or arising out this Contest or any related prizes, travel, or activities related thereto or stemming therefrom. Sponsor expressly reserves the right to amend, suspend or terminate this Contest at any time without prior notice or consent. Administration of this Contest is at the sole discretion of Sponsor. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Contest will be resolved at the sole discretion of Sponsor and their decisions will be final and binding with respect thereto. No requests for exchanges, seat location, or cash equivalent for the tickets will be considered and no substitutions will be made.

PUBLICITY: Except where prohibited, participation in the Contest and acceptance of the Grand Prize constitutes participant's, Winner's, and Winner's Guest's (collectively the "Releasing Parties") consent for Avant, Sponsor and their respective parents, subsidiaries, affiliates, directors, officer, employees, and agents to record, film, videotape and photograph him/her/them ("Images"). Sponsor and each of its designees shall own and have the right in perpetuity 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 Releasing Parties, individually or with others, in whole or in part, in conjunction with other material, in any and all media now known or hereafter devised, for the purpose of trade, advertising, promotion or on a Winner's list or any other lawful purpose, whatsoever throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law and the Sponsor expressly reserve the right to without prior notice or consent to use entrant's name, likeness and state of residence for promotional purposes in any media without further consideration.

SPONSOR(S): The Best Guess Contest is sponsored by Major League Soccer, L.L.C., 420 Fifth Avenue, 7th Floor, New York, NY 10018, and Avant, LLC 222 W Merchandise Mart Plaza, Suite 900, Chicago, IL 60654.