

## Coca-Cola \$10,000 Soccer Kick Contest OFFICIAL RULES

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**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN ALABAMA AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Registration Period:** Contest registration is scheduled to begin at **12:00:00am CT** on **TBD** and end at **11:59:59pm CT** on **TBD** (the "Registration Period"). The grand prize contest event is scheduled to take place on **7/17/2024, 9/22/2024, and 10/13/2024** during the Birmingham Legion professional soccer games. The contest is subject to all applicable federal, state and local laws and regulations and is void outside Alabama and wherever prohibited or restricted by law.

**Who May Enter:** Contest is open to legal U.S. residents of Alabama who are aged 21 or older as of date of entry, except the following classes of people who are ineligible:

- a. Employees, officers, directors and agents of Birmingham FC, LLC ("Administrator"), Coca-Cola ("Sponsor"), Million Dollar Media, Major League Soccer, L.L.C. ("MLS"), Soccer United Marketing, LLC ("SUM"), the ("MLS Entities"), each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses.
- b. Current or former professional, semi-professional or minor league football or soccer players;
- c. Current or former high school or collegiate football or soccer players who have competed at that level within the past six (6) years;
- d. Current or former football or soccer coaches who have coached at the high school level or higher within the past six (6) years.
- e. Individuals who are unable or unwilling to attend the designated event (7/17/24, 9/22/24, 10/13/24).

**How to Enter – On Line Registration:** To enter via on-line registration, visit **TBD URL** during the "Registration Period". Each entrant must fully complete the on-line registration page with all required information including his/her name, complete address, valid email address, birth date, and phone number(s) (including area code(s)). After having read and agreed to these Official Rules, click the submit button to submit your on-line entry. All on-line entries must be fully complete for all required information, and must be received by **11:59:59pm CT** on **TBD** to be eligible. Maximum of one on-line entry per person and per valid email address. Any on-line entry submitted with an invalid email address will be disqualified.

Incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for lost or stolen entries boxes, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. **Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.**

In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

**Finalist Selection & Notification:** A maximum total of **(15) semi-finalists** will be randomly selected from all eligible on-line registrations received, five (5) per grand prize event date.

| Registration Start | Registration End  | Semi-Finalist Selection Date | Grand Prize Event Date |
|--------------------|-------------------|------------------------------|------------------------|
| 12:00:00am CT TBD  | 11:59:59pm CT TBD | TBD                          | 7/17/2024              |
| 12:00:00am CT TBD  | 11:59:59pm CT TBD | TBD                          | 9/22/2024              |
| 12:00:00am CT TBD  | 11:59:59pm CT TBD | TBD                          | 10/13/2024             |

**Maximum of one finalist per household.** Each selected semi-finalist will be notified initially by phone of their selection. Any selected semi-finalist that cannot be reached or contacted to confirm their selection after an initial phone call to the number listed on their entry, may be disqualified and an alternate semi-finalist may be selected and notified, time permitting. During the semi-finalist notification phone call, potential semi-finalist must confirm their eligibility, and indicate their willingness and ability to attend the designated grand prize event on the corresponding event date (7/17/2024, 9/22/2024, or 10/13/2024) to participate in the grand prize contest (*see description below*).

Any selected semi-finalist who does not meet the eligibility requirements, does not wish to participate in the designated grand prize contest, or who is unable or unwilling to attend the designated grand prize event will be disqualified. An alternate semi-finalist will then be randomly selected from all remaining eligible entries received, and notified per the procedures outlined above, time permitting. Only semi-finalists selected and notified by Sponsor will be eligible to participate in the grand prize contest. All other entrants are ineligible. Semi-finalist selection and participation is non-transferable. No other individual may participate on behalf of a selected semi-finalist. Decisions of judges in the selection of semi-finalists, and all matters related to this contest are final.

Selected semi-finalists must be present at the date, time and location as specified by Sponsor to participate in the designated grand prize contest (*scheduled for 7/17/2024, 9/22/2024, or 10/13/2024 at Protective Stadium in Birmingham, AL*). Any semi-finalist who fails to appear by the required deadline as stated by Sponsor will be disqualified, and will not receive any alternate contest attempts, prize substitution or compensation. Sponsor reserves the right in its sole discretion to change the date, time or location of the grand prize contest. Semi-finalists will be notified of any changes at the time of their selection and/or notification. **Difficulties with getting to location to enter or participate in the contest are not the responsibility of Sponsors.**

- **Sponsor reserves the right, in its sole discretion to randomly select replacement semi-finalists for any disqualified finalists from anyone in attendance from the crowd on the day of the contest.**

**Grand Prize Contest – Finalist Selection:** Prior to the grand prize contest, Sponsor share conduct a random drawing ("Random Finalist Drawing") using a method as solely determined by Sponsor between all semi-finalists who have checked-in with Sponsor at the event to designate one (1) finalist ("Finalist") who will have a chance to participate in the grand prize contest. Any semi-finalist who has not made their presence known to the Sponsor by the provided deadline will not be eligible to participate in the Random Finalist Drawing. The Finalist who is randomly selected during the Random Finalist Drawing will be the only person who will have an opportunity to win the grand prize. All other semi-finalists will be ineligible to win the grand prize.

**Grand Prize Contest – Finalist Attempt:** In order for a grand prize to be awarded to an eligible finalist, the finalist must print and sign their full name on the official affidavit of eligibility prior to their attempt, then must successfully make each of the designated grand prize kick attempt(s), as required by these Official Rules and designated by Contest Administrator immediately prior to their attempt. **The exact distance, dimensions,**

location and quantity of Soccer Kick that must be successfully completed by an eligible finalist in order to claim the grand prize will be disclosed to each finalist immediately prior to their contest attempt on the day of the grand prize contest.

**The following requirements apply to an eligible 'Soccer Kick' attempt:**

- A contestant shall not be permitted to take any practice or warm-up attempts prior to or during this event from any distance.
- In all circumstances, an eligible contestant may have a maximum of one (1) attempt regardless of the outcome of their kick(s).
- The contestant will be required to successfully make the designated soccer kick from the distance and location as designated by sponsor to claim the grand prize. The number of kicks and exact location of each kick will be disclosed to the contestant by the contest administrator immediately prior to the contest attempt.
- Each contestant must kick the regulation soccer ball (supplied by contest administrator) **the minimum required distance** into the target opening as indicated by the contest administrator. Any attempt initiated from closer than the required minimum distance will be disqualified.
- The soccer ball must enter and pass completely through the designated target opening on the fly and come to rest inside the netting material to be considered a winning attempt. A kicked ball that bounces, deflects or otherwise comes in contact with any foreign object other than the target board prior to passing through the target opening is not eligible to be a winning attempt. A kicked ball that enters and then bounces out of the target opening is not eligible to be a winning attempt

**Prize Awards & Delivery:**

**Semi-Finalist Prize (Maximum 5 per event):** Each eligible contestant who is designated as an official semi-finalist will be eligible to claim the semi-finalist prize. The semi-finalist prize is: Two (2) tickets to the Birmingham Legion game for their designated grand prize event game date. Approximate retail value of each finalist semi-finalist prize is \$110.

**Grand Prize:** In the event of a successful 'Soccer Kick' as required by these Official Rules, the corresponding finalist will be eligible to claim the grand prize subject to approval and verification of compliance with these Official Rules. The grand prize is: **\$10,000 Cash.**

A maximum (1) grand prize will be awarded. **The contest is immediately concluded following the first successful attempt, regardless of the remaining number of grand prize attempts.** If no eligible finalist successfully completes the grand prize winning requirements according to these official rules, then the grand prize **will not be awarded.**

**Bonus Prize (Maximum of 3):** In the event that there is not a grand prize occurrence, each eligible Finalist will be awarded the bonus prize. The bonus prize is: One (1) Birmingham Legion jersey and a three (3) month supply of the Coca-Cola product of winner's choice. See Sponsor for restrictions and details. Approximate retail value of each bonus prize is: **\$250**

Commented [AB1]: Same as last year?

Winner(s) must accept delivery of prize from sponsor, or as otherwise instructed by sponsor. All other costs related to prize delivery and acceptance is the responsibility of winner including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable.

Prize winner will be required to complete and return a W-9 form (*if prize value exceeds \$600.00*), affidavit of eligibility, and liability/publicity release (*Tennessee residents need not sign publicity release*), and present a valid driver's license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all taxes on prize(s). Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If

forfeited for any reason, contestant will not receive any other prize substitution or compensation. Total value of all available prize awards: **\$12,400**.

**Additional Rules & Restrictions:** By participating in this contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in contest constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold sponsor, and released parties (collectively "Releasees"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**Odds:** The odds are becoming the grand prize finalist depend on the number of eligible attendees at the event.

**Winners List:** For a list of prize winner(s), if any, or a copy of these official rules, send a self-addressed, stamped envelope to: **Coca-Cola \$10,000 Soccer Kick Contest, c/o Million Dollar Media, PO Box 278, Woodbridge, NJ 07095**. PLEASE SPECIFY which you are requesting. Requests must be received by **12/13/2024**.

**Contest Administrator:** This contest is administered by **Birmingham FC, LLC, 2226 1<sup>st</sup> Ave, Suite 101, Birmingham, AL 35233**.