

**KICKTV INVITATIONAL BRACKET CHALLENGE
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE
YOUR CHANCES OF WINNING.**

ELIGIBILITY: INVITATIONAL BRACKET CHALLENGE (the “Contest”) is open to legal residents who live within a the fifty (50) United States and District of Columbia, Canada excluding Quebec and the United Kingdom (the “Territory”) who are of legal age of majority in the jurisdiction in which they reside (and at least 18 years old) at the time of entry. Employees, officers, and directors (including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Major League Soccer, L.L.C. (“MLS” or “Sponsor”), and Soccer United Marketing, LLC (“SUM” and together with Sponsor, the “MLS Entities”) and each of their 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 not eligible to participate or win a prize. The Contest is subject to all applicable federal, provincial, state and local laws, rules and regulations. Void in Quebec and where prohibited or restricted by law, rule or regulation.

HOW TO ENTER: The Contest begins on 2/4/2014 and ends at **11:59PM ET** on 2/9/2014 (“Entry Period”). During the Entry Period, there is one way to enter: visit <http://pages.info.mlssoccer.com/kick-tv-invitational/> and fill out the bracket with the players that you think will win each match throughout the tournament. Must be submitted by **11:59:59 PM EST February 9, 2014**. Limit maximum of one (1) entry per person, per e-mail address and per household. Entries received beyond the allowed two (2) from any person or e-mail address or household in excess of the stated limitation will be void.

HOW TO PLAY: Participants must select a match winner for each invitational game throughout the tournament. Points will be awarded for every correct selection. Points will be awarded for each correct selection. Group Stage: 1 point; Quarter Final: 4 points; Semi Final 8 points; Finals 16 points. At the conclusion of the tournament the participant with the highest score will be deemed the winner. In the event of a tie the winner will be decided by total number of goals scored throughout the tournament. Odds of winning depend on the total number of eligible entries received.

PRIZES: 1 Prize is Available To Be Awarded. Winner will receive (a) one (1) XBOX One console, (b) one (1) EA Sports FIFA 14 Xbox one edition, and (c) one (1) KICKTV t-shirts. Total Retail Value of Prize (“ARV”): \$800. Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of Winner. All prize details are at Sponsor’s sole discretion.

The Prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor’s sole and absolute discretion. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

NOTIFICATION: The potential Winner will be notified by e-mail, mail and/or telephone (in the sole discretion of Sponsor and/or the applicable MLS Entity, as applicable) by the Sponsor. In the event that any potential Winner does not respond to any such notification within three (3) days of date of issuance, a disqualification will result, prize will be forfeited and, at Sponsor’s sole discretion and time permitting, an alternate potential Winner may be chosen from among all remaining eligible entries. The potential Winner may be required to submit his/her valid social security number (if applicable) and/or other

identification to Sponsor and will be required to execute, have notarized and return an Affidavit of Eligibility or, if a resident of Canada, a Declaration of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within five (5) days of date of issuance. A disqualification will result, prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be randomly selected from among all remaining eligible entries if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or potential Winner's noncompliance with these Official Rules will also result in disqualification and prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential Winner to be selected from among all remaining eligible entries.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Contest and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Sponsor, the other MLS Entities, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Contest, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Contest or from the receipt or use of any Prize. The Winner, by acceptance of Prize, grants to Sponsor, the other MLS Entities and each of their respective designees the right to publicize such Winner's name, address (city and state/province of residence), photograph, voice and/or other likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

GENERAL CONDITIONS: Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website.

Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by the Sponsor, the other MLS Entities and/or their respective agents. Sponsor and the other MLS Entities shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize, and (ii) disclaim any implied warranty. All disputes will be resolved under applicable U.S. laws in the

County of New York, state of New York without giving effect to choice of law or conflicted law principles (whether of the state of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of New York. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

The Sponsor and the other MLS Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Contest for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest. In the event of cancellation, Sponsor may elect to identify the Winner[s] and award the Prize[s] by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND MLS WILL DISQUALIFY ANY SUCH ENTRANT AND SPONSOR AND THE OTHER MLS ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

All online entries must include a valid e-mail address for the entrant. In case of multiple entries received from any person or e-mail address or household, only the first entry received from such person, e-mail address or household will be considered. In the event of a dispute as to the identity or eligibility of a Winner based on an 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 entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

WINNERS' LIST: For a list of Winners available after March 15, 2014, mail a self-addressed stamped envelope to: **KickTV Bracket Challenge Winners' List 420 5th Ave. 7thFL New York, NY 10018.** Winner's list for **KickTV Bracket Challenge** requests must be received by May 30, 2014.

SPONSOR: The Sponsor of this Contest is **Major League Soccer 420 5th Ave. 7thFL New York, NY 10018.**