

Terms of Posting – Updated April 5, 2018

By participating in an Atlanta United FC (“AUFC”) promotion (“Promotion”) where you post a photograph or other image with a hashtag requested by AUFC or otherwise according to the Call to Action of the Promotion (the “Post”), in addition to the website Privacy Policy and Terms of Service, you agree to the following Terms of Posting:

1. **REPRESENTATIONS BY PARTICIPANT:** By participating in the Promotion, each participant agrees that he/she (i) is at least 13 years of age (ii) will follow all applicable federal, state and local rules and laws, (iii) his/her Post is a selfie or an original work of authorship and he/she owns all right, title and interest in the entry as of the date of Post. If the Post contains any material or elements that are not owned by the participant and/or which are subject to the rights of third parties, the participant is responsible for obtaining and has obtained, prior to Post of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by AUFC, Major League Soccer, L.L.C. (“MLS”), and Soccer United Marketing, LLC (“SUM” and MLS, the “MLS Entities”) and their designees in the manner set forth herein, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. If any identifiable person appearing in the entry is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. AUFC reserves the right to require proof of these permissions in a form acceptable to AUFC from any participant at any time.

2. **DISQUALIFICATION OF PARTICIPANT:** AUFC reserves the right to disqualify any Post it deems to be inappropriate, not in keeping with AUFC’s image or that is otherwise not in compliance with these Terms of Posting, in its sole discretion, including any of the following: (i) defames or invades the publicity rights or privacy of any person, living or deceased, or otherwise infringes upon any person’s personal or property rights or any other third party rights; (ii) promotes illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; (iii) is sexually explicit, lewd, or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; (iv) is obscene or offensive; endorses any form of hate or hate group; (v) appears to duplicate any other submissions; (vi) contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vii) contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission; (viii) excepting those of AUFC, contains or references any names, products or services of any company or entity, or promotes any brand, product or service of any company or entity; (ix) contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; (x) contains look-alikes of celebrities or other public or private figures, living or dead; (xi) communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate or otherwise

contains content which AUFC in their sole discretion decide is inappropriate or objectionable; and/or;
(xii) violates any law, rule or regulation.

3. PUBLICATION AND ASSIGNMENT OF RIGHTS TO POSTS. By participating in the Promotion, participants agree to assign all right, title, and interest, including copyright rights, in the entry to AUFC and grant permission for AUFC, the MLS Entities and their respective designees to publish or publicize all or part of their Post, including but not limited to participant's name, likeness, biographical information, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with AUFC in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without further compensation, except where prohibited by law. AUFC, the MLS Entities and their designees shall all have the unrestricted and non-exclusive right to edit, adapt, publish, copy, display, perform, broadcast, modify, and otherwise use any or all Postings, alone or in combination with other material including but not limited to mosaics, photos and/or videos in any and all media, whether now known or later discovered, in perpetuity, without restriction of any kind whatsoever, without further compensation to the participant or anyone else. Without limiting the foregoing, entries may be posted on the internet or during AUFC games for public viewing. No guarantee is made that any particular Post will or will not be posted or as to the length of time between submission and posting. All Posts that are uploaded and made available for viewing by the general public will be deemed posted at the direction of the participant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

4. RELEASE OF LIABILITY: By participating in the Promotion, participant agrees to hold AUFC, the MLS Entities and each of their parent, affiliate and subsidiary companies, franchisees and advertising agencies and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties") harmless for any injury or damage caused or claimed to be caused, in whole or in part, directly or indirectly, by participating in the Promotion or the receipt and use of the prize, if any. Released Parties are not responsible for lost, late, misdirected, delayed, inaccurate, illegible, garbled, stolen or incomplete Posts or Posts not received for any reason or for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive Post by AUFC on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof or for any other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the incorrect uploading of any photo or essay or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion or downloading materials from or use of any web site. Persons who tamper with or abuse any aspect of the Promotion or website, who act in an

unsportsmanlike or disruptive manner or who are in violation of these Terms of Posting, as solely determined by AUFC, will be disqualified and all associated Posts will be void. Caution: Any attempt by an individual to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, AUFC reserves the right to seek damages and other remedies (including attorneys' fees) from any such individual to the fullest extent of the law.

5. DISPUTES AND GOVERNING LAW: By participating, you further agree that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prizes awarded, if any, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. except where prohibited by law, all issues concerning the construction, validity and enforcement of these Terms of Posting, or the rights and obligations of the entrant and Sponsor, shall be constructed and governed by the laws of the state of Georgia without regard to conflicts of law. Claims may not be resolved through any form of class action. Venue for all suits will be in the federal or state court situated in Atlanta, Georgia.

6. PRIVACY: Any information you submit is subject to AUFC's privacy policy posted at <https://www.mlssoccer.com/privacy-policy>.

7. SEVERABILITY: If any provision(s) of these Terms of Posting are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

8. SOCIAL MEDIA RELEASES:

a. **Facebook** - By participating in the Promotion, participant releases Facebook and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Promotion and/or the acceptance, awarding, receipt, use and/or misuse of the prize, if any. Any information you submit online is to AUFC, not to Facebook. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

b. **Twitter** - By participating in the Promotion, participant releases Twitter and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Promotion and/or the acceptance, awarding, receipt, use and/or misuse of the prize, if any. Any information you submit online is to AUFC, not to Twitter. This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter.

c. **Instagram** - By participating in the Promotion, participant releases Instagram and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Promotion and/or the acceptance, awarding, receipt, use and/or misuse of the prize, if any. Any information you submit online is to AUFC not to Instagram. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

9. **CHANGES.** Check back periodically, as we reserve the right to make changes to these Terms of Posting from time to time. We will indicate at the top the date of the in-effect Terms of Posting.