

New York City Football Club

Sweepstake Terms & Conditions 2015

SWEEPSTAKE TERMS AND CONDITIONS

By participating in a sweepstake on the Cityzens Portal (as defined below) (a “**Sweepstake**”) you fully agree and accept these Sweepstake Terms and Conditions (“**Sweepstake T&Cs**”) together with any specific instructions and terms for a Sweepstake which may be mentioned on the relevant section of the Cityzens Portal (the “**Sweepstake Information**”).

New York City Football Club LLC (the “**Club**”) may cancel or amend a Sweepstake, the Sweepstake Information or these Sweepstake T&Cs without prior notice. Any changes will be posted within the Sweepstake Information or these Sweepstake T&Cs.

1. Eligibility

Entry into a Sweepstake is only open to Cityzens aged 18 and over only (“**Users**”). Employees of the Club or their family members or anyone else connected in any way with a Sweepstake or helping to set up a Sweepstake shall not be permitted to enter a Sweepstake

Any User who does not meet all eligibility requirements automatically forfeits the right to any Sweepstake Prize (as defined below). The Club reserves the right to require verification of the age and identity of participants.

In order to enter a Sweepstake, Users must log into the online, interactive webpage that stores relevant information about a User (the “**Cityzens Portal**”) which allows Users access to Sweepstakes.

Users will have the opportunity to enter a Sweepstake for a prize detailed in the Sweepstake Information (a “**Sweepstake Prize**”) by using their City Points to obtain a raffle ticket in accordance with the Sweepstake T&Cs (a “**Sweepstake Ticket Redemption**”). Users must hold a sufficient number of City Points as stipulated by the Club in the Sweepstake Information to obtain a sweepstake ticket. Users who have made a Sweepstake Ticket Redemption will be entered into a Sweepstake (a “**Sweepstake Entry**”).

All Sweepstake Ticket Redemptions must be made directly by the person entering a Sweepstake. Users should not knowingly allow any third party to make a Sweepstake Ticket Purchase on their behalf. If a User believes that a Sweepstake Ticket Redemption has fraudulently been made using their City Points, they should immediately contact the Club and provide as much information as possible to enable the Club to investigate the matter.

Before a User makes a Sweepstake Ticket Redemption, you must ensure that you are able to take part in a Sweepstake in compliance with any applicable laws. It is the responsibility of all Users to ensure that, if they are the Sweepstake Winner (as defined below), they meet any qualification required to be the winner of any particular Sweepstake Prizes, and that they have the necessary permissions / authorisations and meet the conditions required.

2. Sweepstake Information and Selection Process

A Sweepstake Ticket Redemption may only be made by a User within the times and dates stipulated by the Club in the Sweepstake Information. Any Sweepstake Ticket Redemption made by a User outside such stipulated times and dates will not be deemed as a valid and effective Sweepstake Entry. The time period allocated to a Sweepstake may vary and shall be determined by the Club in its sole discretion and stipulated in the Sweepstake Information each time.

The Club will stipulate within the Sweepstake Information the number of City Points required to make a Sweepstake Ticket Redemption. The number of City Points required to make a Sweepstake Ticket Redemption may vary and shall be determined by the Club in its sole discretion in the Sweepstake Information each time.

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The number of City Points used to make a Sweepstake Ticket Redemption shall be deducted from a User's City Point account at point of redemption irrespective of whether or not a User becomes the Sweepstake Winner. Such City Points will be deemed 'spent' and will not be refunded or reimbursed to Users in any circumstances ("**Spent City Points**"). Spent City Points cannot be re-spent even if the City Point re-adjustment to the User's City Point account has not yet been made by the Club. A User will be able to check their Sweepstake Ticket Redemption has been made by viewing their "City Points Activity" within the Cityzens Portal.

Users may submit up to a maximum of ten Sweepstake Entries where a User has the required number of City Points to make more than one Sweepstake Ticket Redemption. One Sweepstake Ticket Redemption entitles a User to once chance in the relevant Sweepstake Draw (as defined below). Users cannot revoke or otherwise cancel a Sweepstake Entry once it has been submitted.

A winner of a Sweepstake will be the User who is chosen at random from all entries received by the closing date (a "**Sweepstake Draw**"), subject always to receipt of an automatic email from the Club confirming the same (a "**Sweepstake Winner**"). Following such confirmation, the Sweepstake Winner will be contacted by the Club by either telephone or email with further information about a Sweepstake Prize. In the event that the Club attempts to contact a Sweepstake Winner by telephone but is unsuccessful, the Club will send an email to the Sweepstake Winner. A Sweepstake Winner must claim a Sweepstake Prize by either responding an email from the Club within 14 days of receipt or by confirming acceptance over the telephone, failure to do so may result in a second Sweepstake Draw which will be determined by the Club acting in its absolute discretion.

The Sweepstake Winner's name will be announced on the Cityzens Portal and Club and Cityzens channels for PR. Unsuccessful ticket holders will not be contacted.

No responsibility can be accepted for Sweepstake Entries not received for whatever reason, including for Sweepstake Entries corrupted or due to computer error in transit.

Entry into a Sweepstake is free but Users should be aware that they may be subject to data charges depending on their own individual arrangements for Internet access.

3. Prize

Details of a Sweepstake Prize will be detailed in the Sweepstake Information.

The Club shall not accept any alternative payment (including without limitation payment in kind, cash, cheque, debit or credit card) for a Sweepstake Prize. Only City Points collected in accordance with the Cityzen Membership Terms and Conditions shall be accepted. A Sweepstake Prize is non-refundable. In the event that a Sweepstake Winner wishes to transfer a Sweepstake Prize as a gift, specific approval must be obtained from Supporter Services via cityzens@nycfc.com and the transferee must be a member of the Cityzens programme. Unless otherwise specifically agreed by Supporter Services, a Sweepstake Prize cannot be transferred as a gift and can only be enjoyed by the Sweepstake Winner.

If a Sweepstake Prize requires attendance on a particular date and/or necessitates travel on a specific date, a Sweepstake Winner (and their companion(s) if applicable) must be able to attend/travel on the date specified by the Club and no alternative dates will be available. Where a Sweepstake Prize involves travel of any description, any Sweepstake Winner under the age of 18 must be accompanied by an adult. A Sweepstake Winner is responsible for all expenses and arrangements not specifically included in a Sweepstake Prize, including any necessary travel, accommodation and sustenance costs, in addition to obtaining all necessary travel documents, insurance, passports and visas.

In the event that the Club deems (in its sole discretion) that a Sweepstake Winner (i) is not eligible to submit a Sweepstake Entry for a Sweepstake Prize, (ii) has failed to comply with the Sweepstake T&Cs, (iii) cannot be contacted within 14 days of notification and/or (iiii) does not wish to accept a Sweepstake Prize, the Club

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reserves the right to carry out a further Sweepstake Draw in which another User will be chosen at random and offered the Sweepstake Prize, such User will be deemed to be a Sweepstake Winner for the purposes of these Sweepstake T&Cs.

Where the Sweepstake Prize is an item (as opposed to an experience) the Club will endeavor to deliver a Sweepstake Prize to a Sweepstake Winner within twenty eight (28) days from the closing date, unless otherwise specified to a Sweepstake Winner. Delivery restrictions may apply. Where the Sweepstake Prize is an experience, including by way of example the appearance of players, the Sweepstake Prize will be fulfilled within a reasonable amount of time.

The Club reserves the right in its sole discretion to withhold delivery of a Sweepstake Prize until proof of eligibility and identity requested by the Club has been confirmed or if such proof is not produced on request or to disqualify the User from a Sweepstake.

4. Publicity

Names of the Sweepstake Winners shall be published on the Cityzens Portal. By entering a Sweepstake, each User also authorises the Club to publish his / her name and consents to having publicity photographs and/or video images taken of him / her taken for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid and will co-operate with any other reasonable requests by the Club relating to any post-winning publicity.

5. General

Users must comply with any directions given to him or her by the Club including but not limited to any and all relevant laws, rules and regulations.

The Club may at any time and without prior notice: (i) amend any error(s) on the Cityzens Portal; and (ii) postpone, cancel or withdraw a Sweepstake including any Sweepstake Prizes that are listed therein. The Club will have no liability to any Users or third parties as a result of any such error on the Cityzens Portal or postponement, cancellation or withdrawal of any Sweepstake.

Should the Club postpone, cancel or withdraw a Sweepstake, any City Points used to make a Sweepstake Ticket Purchase will be posted back to the User's City Point account in full as soon as reasonably practicable.

Users who submit or attempt to submit a Sweepstake Entry in a manner, which in the Club's determination, is contrary to these Sweepstake T&Cs or is fraudulent or unjust to other Users (including without limitation tampering with the operation of the Sweepstake, hacking, cheating, deception, or any other unfair playing practices), may be rejected from a Sweepstake at the Club's sole discretion.

The Club cannot promise that the services relating to a Sweepstake will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. The Club reserves the right to modify, cancel, terminate or suspend a Sweepstake in whole or in part, at its sole discretion, if it believes a Sweepstake is not capable of being conducted as specified in these Sweepstake T&Cs or in the event of system failure, maintenance or repair, network issue, a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of the Club that could corrupt or affect the administration, security, impartiality, or normal course of a Sweepstake, including, but not limited to the unavailability of the platform before the closing date, or for strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation. The Club is not responsible for any loss or damage caused to you as a result of any of these occurrences.

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The Club cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any Users entering a Sweepstake or as a result of accepting a Sweepstake Prize. The Club 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 email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to Users or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in a Sweepstake.

You agree to reimburse the Club in respect of any damages suffered by the Club or any losses by the Club resulting from any claim made by a third party in each case in respect of any matter arising from your use of the services relating to a Sweepstake in breach of the Sweepstake T&Cs or from your violating of any applicable law or regulation.

The invalidity or unenforceability of any provision of these Sweepstake T&Cs shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Sweepstake T&Cs shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

The Club's decision on all aspects of the Sweepstake shall be final and no correspondence shall be entered into. The Club reserves the right to refuse to Sweepstake Entries.

A Sweepstake and these Sweepstake T&Cs will be governed by and construed in accordance with the laws of New York, without regard for its choice or conflict of law principles. Any dispute arising out of or relating to these Sweepstake T&Cs or a User's participation in a Sweepstake ("Dispute") shall be subject to the exclusive jurisdiction of the federal or state courts located in New York City, Borough of Manhattan and by participating in a Sweepstake you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections as to jurisdiction or venue in such courts.

The Club's Supporter Services team may be contacted on cityzens@nycfc.com.