

**“SMALL BUSINESS SHOWCASE” CONTEST OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN
A PURCHASE WILL NOT INCREASE CHANCES OF WINNING
NEED NOT BE PRESENT TO WIN**

1. DESCRIPTION: This “Small Business Showcase” (the “**Contest**”) provides an opportunity for eligible entrants who comply with these Official Rules (each, a “**Participant**”) to win a half-season long sponsorship through evaluation, business plan presentation and a selection process by a panel comprised of local representatives from Sac Soccer USL, LLC, a Delaware limited liability company (“**SSU**), Citizens Business Bank (“**Sponsor**”), and local Chambers of Commerce or Small Business Development Centers throughout the greater Sacramento region. The entry period for the Contest begins at 12:00 AM (California time) on March 30 and ends at 11:59 PM (California time) on April 8, 2022 (the “**Entry Period**”). The evaluation period for the Contest begins at 12:00 AM (California time) on April 11 and ends at 11:59 PM on April 15, 2022 (the “**Evaluation Period**”). The review period for the panel to determine the winner begins at 12:00 AM (California time) on April 18 and ends at 11:59 PM on April 19, 2022 (the “**Review Period**”).
2. ADMINISTRATOR: The Contest is being administered by SSU, whose address is 1050 20th Street, Suite 200, Sacramento, California, 95811.
3. AGREEMENT TO OFFICIAL RULES: Participation in the Contest constitutes an entrant’s:
 - i. Full and unconditional acceptance of, and agreement to be bound by, these Official Rules and the decisions of SSU in relation to the interpretation and application of the same; and
 - ii. Unconditional and irrevocable waiver of any right to claim ambiguity in regard to the Contest mechanics, and/or the interpretation of these Official Rules. Receiving a Contest prize is contingent upon fulfilling, as determined by SSU, all requirements set forth herein.
4. ELIGIBILITY: To participate in the Contest as a nominee, you must be a legal resident of the State of California, be at least 18 years of age at time of entry, own a small business that operates and serves within the SSU Authorized Territories of Sacramento, Solano, Yolo, Sutter, Placer, El Dorado, Amador, San Joaquin, Calaveras, have a valid e-mail address and Internet access as of the time of entry. Previous Small Business Showcase winners (defined below), employees, officers, directors, members, and managers of SSU, and the USL Entities (defined below), and each of their respective parents, subsidiaries, affiliated companies, successors, advertising agencies and promotional companies involved in this promotion (including, without limitation, FanThreeSixty, Inc.), as well as immediate family members of same (including spouses, grandparents, parents, siblings, children, grandchildren, regardless of where they reside, and members of the same household, whether or not related), shall be ineligible to participate in the Contest and shall be ineligible for any prize covered herein. As used herein: (a) “**USL Entities**” means United Soccer Leagues, a Georgia limited liability company (“**USL**”), and each USL club that participates in its “USL” outdoor men’s professional soccer league. and (b) “**Small Business Showcase Winner**” means the Finalist and prize package recipient of any

previous Republic FC Kickstart grant program. The Contest is void outside the State of California and where prohibited.

5. HOW TO ENTER: During the Entry Period, visit the Sacramento Republic FC official Fan site (the “**Website**”) at <https://www.sacrepublicfc.com/small-business-showcase/>, click on the banners, buttons, tabs and/or links to access the online entry form, complete the entry form in its entirety, and press the applicable button to submit (the “**Entry**”). By submitting your complete name, business location, telephone number, e-mail address, and answers to designated questions (if any) to SSU via the online entry form, you will be automatically entered in the Contest. Incomplete entries are void. Each entrant to the Contest may be given the option to receive commercial e-mails from SSU and Sponsor; however, eligibility to participate in the Contest is not dependent upon the entrant’s consent to receive such e-mails. In the event of a dispute, Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The “authorized account holder” is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the exclusive property of SSU and will not be acknowledged or returned. SSU will have no responsibility for lost, late, unintelligible or misdirected entries.
6. WINNER SELECTION: The contest winner will be selected among the top 5 voted on eligible entries received based on a 15 minute finalist business plan presentation conducted virtually to a designated panel determined by Sacramento Republic FC, whose decision shall be final. The Review Period will be conducted prior to the Voting Period, following the expiration of the Evaluation Period. Prize Package will be announced on or around April 20, 2022, and executed throughout SSU matches up to August 6, 2022. SSU will notify and/or announce the contest winner.
7. PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS: By entering the Contest, each entrant agrees to grant permission for SSU and the USL Entities to publish or publicize all or part of the Entry, including but not limited to such entrant’s name, address (city and state of residence), and prize information, as well as such entrant’s photograph, voice and/or other likeness, in whole or in part, and to edit and make derivative works of any of the foregoing, for advertising, promotional and trade purposes in conjunction with this and similar promotions (or other commercial uses) in any and all media now known or hereafter developed, throughout the world, in perpetuity, without notice or permission, and without further compensation or consideration, except where prohibited by applicable law. Entrants also agree that SSU may post any photograph of the entrant, including the entrant’s name, on the Website, other websites it operates or controls, and/or its web pages on third-party sites.
8. PRIZE: One (1) Grand prize will be awarded in this Contest period. The Participant who is selected by the panel pursuant to Section 6 above will be the Grand Prize winner, and such prize winner will receive a prize consisting of the following relating solely to the Small Business Showcase (collectively, the “**Grand Prize**”):
 - i. Sponsorship marketing assets valued at up to \$15,000.00 with Sac Republic FC
 - ii. One-on-one consultation with Sac Republic FC marketing and partnership teams to determine business’ core marketing objectives
 - iii. Promotion and inclusion as winner via SSU and Sponsor owned platforms

The Prize Package does not include admission to any other events hosted or otherwise at the California State Exposition Fairgrounds. Prize Package only applies to SSU stadium activations located within Heart Health Park.

All Prize details (such as, by way of example only, the distribution of the prizes) will be determined by SSU in its sole discretion. All costs and expenses not expressly specified herein related to the Prize, including but not limited to, Federal, State or local taxes (including income and sales taxes), transportation costs, parking charges, and other expenses, if any, incurred by accepting such Prize are the sole responsibility of its winner. No transfer, substitution or cash equivalent for all or any portion of the Prize is available.

Two (2) attempts will be made to notify any potential Entry and Prize winner. Such potential winner will have up to 24 hours from notification to accept the Prize via email and return all Winner Release Documents (defined below) to SSU. SSU is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify potential winners. If a potential winner cannot be reached, or if he/she is found to be ineligible, or if he/she cannot or does not otherwise comply with these Official Rules, an alternate winner will be selected. As a condition of being awarded the prize, the winner, upon the request of SSU, will be required to sign and deliver to SSU an Affidavit of Eligibility and Release of Liability (the "**Winner Release Documents**"), which must be completed, notarized and returned within ten (10) days of receipt. A disqualification will result if the Winner Release Documents are not properly returned within the specified period of time. Refusal or return of the Winner Release Documents as non-deliverable will also result in disqualification. Except where prohibited by law, the winner also must consent pursuant to the Winner Release Documents to the use, without further compensation, of their name, voice, picture or other likeness for promotional purposes as determined by SSU in its sole and absolute discretion.

PRIZE PACKAGE IS AWARDED AS IS AND WITHOUT WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

9. GENERAL TERMS; LIMITATIONS OF LIABILITY; INDEMNIFICATION: By participating in the Contest, each entrant agrees to the fullest extent permitted by applicable law:
- i. To waive and relinquish any rights he or she has to sue SSU or Sponsor as part of a class;
 - ii. That under no circumstances will any entrant be entitled to, and, therefore, expressly waives, relinquishes and agrees to have no claim to, any punitive, multiple, incidental or consequential damages of any type or nature, including but not limited to, attorneys' fees and costs (including, without limitation, court and expert costs);
 - iii. That such entrant's damages are limited to his or her actual out of pocket expenses or losses;

- iv. To indemnify, defend, and hold harmless each of the Indemnified Parties (defined below) from and against any and all claims, demands, causes of action, actions, suits, liabilities, losses, judgments, damages, penalties, costs or expenses (including reasonable attorneys' fees and costs), that result from, arise out of, or otherwise in any way relate to any personal injury, bodily injury (including without limitation wrongful death or disability), property damage, or loss or damage of any other kind arising in whole or in part, directly or indirectly, from delivery, non-delivery, acceptance, possession, use of a prize, or from participation in the Contest, or any Contest-related activity, to or by such entrant;
- v. That none of the Indemnified Parties shall have any responsibility or liability for any typographical or other error in the printing of this offer, administration of the Contest or in the announcement of prizes, which matters include, without limitation (i) any lost, late, stolen, garbled, delayed, undelivered, or misdirected entries, (ii) any incorrect, inaccurate or incomplete entry information whether caused by an entrant, equipment, or technical malfunction or for any human error, technical error or malfunctions, and (iii) errors in advertising, the Official Rules, the selection of prize winners or the distribution of the prizes. Without limiting the foregoing, each entrant further acknowledges and agrees that none of the Indemnified Parties shall have any responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, and that none of the Indemnified Parties shall have any responsibility or liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to such entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest;
- vi. That in the event SSU is prevented from continuing with this Contest, or the integrity, security and/or feasibility of the Contest is undermined by any event or occurrence, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within SSU's control (each a "**Force Majeure**" event or occurrence), SSU shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without further obligation (and, if and as applicable, to disqualify any entrant who tampers with the entry process) and, if so, that SSU shall have the right (which hereby expressly is reserved by SSU), but not the obligation, to award applicable prizes from among all valid and eligible entries received up to the time of such Force Majeure event;

- vii. That the Contest is designed to increase consumer awareness of and interest in minor league soccer, and that the Contest may not be used for any form of gambling; and
- viii. That SSU reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

As used herein, "**Indemnified Parties**" means SSU, FanCompass, Inc., the USL Entities, the Sponsor, as well as their respective parents, subsidiaries, and other affiliated companies, and each of their respective trustees, directors, officers, shareholders, general and limited partners, members, managers, employees, agents and contractors (including, without limitation, sponsors).

10. **APPLICABLE LAW; JURISDICTION:** This Contest is subject to all applicable laws. This Contest and these Official Rules will be governed by the internal laws of the State of California, without regard to any conflict of laws doctrine. The Superior Court of the State of California in and for the County of Sacramento, and its associated appellate courts, will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Contest or these Official Rules.