## ATLANTA SILVERBACKS LOGO DESIGN CONTEST OFFICIAL RULES

No purchase or payment necessary to enter or win. Purchase or payment will not improve odds of winning.

## The Basics

- 1. Fans will have until Monday, December 3 at 11:59 p.m. to submit and vote on logo designs on the team's Facebook page (facebook.com/atlantasilverbacks).
- 2. All designs must be submitted via email to <u>pr@atlantasilverbacks.com</u>. The entrant must include the following information in the email: full name, date of birth, phone number, email address, and mailing address.
- 3. Each submission that correctly follows the contest rules will be posted immediately after it is received. It will appear in a Facebook album featuring all of the logo entries.
- 4. Fans can vote on their favorite logo design by clicking "like" under the image.
- 5. After the December 3 deadline, a winner will be selected based on the logo with the most amount of Facebook "likes." This logo will move on to a final round featuring three logos, with the other two being the current Silverbacks logo and a logo designed by the club itself.
- 6. Each entrant must use red, black, silver and/or white as the primary colors within the logo, however, the use other colors are not prohibited.
- 7. Each logo must be designed in a vector format and must submitted in one of the following file formats: EPS, AI, GIF, or JPG.
- 8. Each logo may not contain profanity or inappropriate imagery.
- 9. The designer with the winning logo from the fan phase of the contest will be awarded two (2) season tickets in the section of their choice, a 2013 jersey signed by the team, and a dinner out with Silverbacks Head Coach Brian Havnes, GM Andy Smith, and a player of their choice.
- 10. Fans will then be able to vote for their favorite of the final three logos until January 2 at 11:59 p.m.

## **Detailed Rules and Regulations**

- **1. SPONSOR:** Atlanta Soccer Club, LLC, 3299 Northcrest Road, Suite 200, Atlanta, GA 30340 ("Silverbacks" or "Sponsor").
- **2. ENTRY:** During the period commencing November 16, 2012 and ending December 3, 2012 ("Term"), you may enter this contest by completing your desired design, and emailing it to <a href="mailto:pr@atlantasilverbacks.com">pr@atlantasilverbacks.com</a>. Email must also include Entrant's full name, date of birth, phone number, email address, and mailing address, so eligibility can be verified and Finalists and Winner can be contacted. If Entrant is a minor, email must include full name and contact information of parent or legal guardian. By entering into the contest, you (i)

irrevocably agree to these rules and all terms governing the contest, and (ii) verify you are at least 18 years old or your parent or legal guardian agrees to the terms of these rules on your behalf.

- **3. LIMITATIONS:** All Entries must be submitted during the Term. Open only to persons who are legal residents of, and physically located within the 50 United States or Washington, D.C. ("Territory"). Employees of Sponsor, North American Soccer League, and RETO; their respective parent, subsidiary, and affiliate companies; and the advertising, promotional and fulfillment agencies of any of them (individually and collectively, "Entities"), and the immediate family members (spouse, parent, child, sibling, and spouse of sibling) and/or those living in the same household of each are not eligible to enter. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from person residing or physically located outside the Territory or Entries that are altered, destroyed, fraudulent, illegible, inaccurate, incomplete, late, lost, mutilated, stolen, tampered with, unintelligible, or others errors of an kind, whether due to electronic, mechanical, or human error, or other causes. Each of such potential entries will be disqualified. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations. All decisions made by Sponsor regarding voting, Entries' eligibility, and design adaptation for production are final and binding in all respects. All Entries are owned exclusively by Sponsor, including without limitation, all copyrights, trademarks, trade dress, moral rights and all other proprietary rights therein. Sponsor and its licensees, successors, assigns, affiliates and partners, including, without limitation, have the exclusive right (but not the obligation) to use, alter and/or edit any and all Entries in any manner including future advertising, promotion, merchandising, distribution, publicity and commercial exploitation of all types in any medium or method now known or hereafter devised throughout the world. Sponsor reserves the right to make an ultimate decision on the contest's result. Entrant acknowledges that all rights granted hereunder are in consideration of allowing Entrant to enter the contest and Entrants, including Finalists and Winner, will not be paid for submission or for granting any of these rights. Entrant agrees to waive all claims to and shall receive no royalties or licensing fees of any kind now or in the future from Sponsor and its respective affiliates, or and their respective licensees, successors and assignees. Entering or winning contest does not create a confidential, fiduciary, or other special relationship between Entrant and Sponsor or any of its respective affiliates or any of their respective licensees, successors or assignees, nor does it place Sponsor or any of its respective affiliates, licensees, successors or assignees in a position that is any different from the position held by members of the general public.
- **4. PROCEDURES:** Entrant must agree to these Official Rules; noncompliance with these Official Rules (as determined by Sponsor in its sole discretion) will result in disqualification. By submitting a design, you acknowledge that you have read

and accept these Official Rules. Additionally, you agree that you have all rights, approvals and/or consents necessary to submit the entry on the terms provided in these Official Rules and your entry does not violate the rights of any other person or entity or any law. Entry must not infringe on the copyrights or trademarks of another party. Any entry, which in the sole opinion of Sponsor, is deemed unsuitable for public presentation (e.g., contains sensitive information, defamation, nudity, inappropriate language, etc.) or is inconsistent with the theme of the contest or non-compliant with the Official Rules will result in disqualification. Entries must use red, black, silver, and/or white as primary colors. Additional colors are not prohibited, but may not be used as the primary colors. Entries must be designed in vector format, and submitted as JPG, EPS, AI or GIF files. Any Entries that do not follow all of the above mentioned regulations will be subject to disqualification. Entrant may submit multiple entries, but each must be unique.

- **5. VOTING:** Entries may be submitted anytime during the term, and voting will take place throughout the Term. To vote, anyone who likes the Atlanta Silverbacks on Facebook ("Fans") may click "like" on the photo of his or her logo design of choice. Fans may vote for more than one design. At the conclusion of the Term at 11:59 p.m. ET on December 3, 2012, the one (1) design with the most votes will advance to the Finals, subject to verification of eligibility. In the Finals, this finalist will be placed on both written ballots and online ballots on atlantasilverbacks.com. Fans will vote by selecting their design of choice on these ballots.
- 6. PRIZE: One (1) Grand Prize will be issued to the fan design that moves onto the final round. The prize will consist of the following elements: [1] two (2) season tickets in the section of their choice; [2] a 2013 team jersey signed by the team; [3] and a dinner out with Head Coach Brian Haynes, GM Andy Smith, and a player of their choice.: [a] not redeemable for cash; [b] not transferable; [c] no extensions, exceptions, or substitutions after prize issuance; [d] no substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted; [e] winning design may be slightly modified to comply with manufacturing standards.
- 7. WINNER: Should the winning design come from a fan, that individual will be recognized on April 6, 2013 at halftime of the Silverbacks game at Atlanta Silverbacks Park. Potential winner will be given notice in person, and notice will be confirmed in writing via U.S. Mail by January 20, 2013. Disqualification and the selection of an alternate winner may result from any of the following: [1] potential winners failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within five (5) days its delivery; [2] potential winner's failure to claim prize within (10) days; and [3] any other noncompliance with the Official Rules ("Rules"). All taxes are solely the responsibility of the winner. For name of winner (after January 2, 2013) or rules (before December 3, 2012), send a self-addressed, stamped #10 envelope to

Atlanta Silverbacks Logo Design Contest, 3299 Northcrest Road, Suite 200, Atlanta, GA 30340.

- 8. CONDITIONS: By entering this contest, each entrant agrees that [1] he or she will abide by and be bound by the Rules and the Sponsor's decisions; [2] the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; [3] the Releasees are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prizes or participation in this Contest or in any activity or travel related thereto; [3] Entry is solely the property of the sponsor and it may be used by Sponsor, with or without entrant's first and last name, for purposes of advertising; and [4] winner's acceptance of the prize constitutes permission to Sponsor and its respective designees to use winner's name, age, city and state of residence, voice, likeness and interview for purposes of advertising and trade in any and all media now or hereafter devised worldwide in perpetuity without compensation, notification or permission, unless prohibited by law.
- **9. GENERAL RULES:** Sponsor is not responsible for any damage to any Entrant or Fan's computer system/software related to or resulting from participation or downloading any materials in this promotion. Any attempt to deliberately damage any website or undermine the legitimate operation of this contest is a violation of criminal and civil law. Should such an attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law. Any use of robotic, automatic, programmed, or the like methods of participation will void all such submissions by such methods. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading or uploading information in connection with, this promotion, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the promotion should any virus, bug, technical failures, unauthorized human intervention or other causes corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion. In the event of any such cancellation, termination or suspension, a notice will be posted on the Site and, at Sponsor's discretion, Finalists and/or winners (as applicable) will be determined from among all eligible, non-suspect entries received prior to the time of termination using the judging process outlined above. Sponsor not responsible for typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.