

**“DENNY’S ULTIMATE FAN OF THE MATCH EXPERIENCE!” SWEEPSTAKES 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 “Denny’s Ultimate Fan of the Match Experience!” Sweepstakes (the “**Sweepstakes**”) provides an opportunity for eligible entrants who comply with these Official Rules (each, a “**Participant**”) to win a prize through a random drawing conducted by Sacramento Republic Football Club, LLC, a Delaware limited liability company (“**SRFC**”). The entry period for the Sweepstakes begins at 11:59 PM (California time) on April 10, 2017 and ends at 11:59 AM (California time) on May 7, 2017 (the “**Entry Period**”).

2. **ADMINISTRATOR:** The Sweepstakes is being administered by SRFC, whose address is 2421 17<sup>th</sup> Street, Suite 100, Sacramento, California, 95818.

3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes an entrant’s: (a) full and unconditional acceptance of, and agreement to be bound by, these Official Rules and the decisions of SRFC in relation to the interpretation and application of the same; and (b) unconditional and irrevocable waiver of any right to claim ambiguity in regard to the Sweepstakes mechanics, and/or the interpretation of these Official Rules. Receiving a Sweepstakes prize is contingent upon fulfilling, as determined by SRFC, all requirements set forth herein.

4. **ELIGIBILITY:** To participate in the Sweepstakes, you must be a legal resident of the State of California, have a primary residence located within 100 miles of any border of Sacramento County, be at least 18 years of age at time of entry, and have a valid e-mail address and Internet access as of the time of entry. Employees, officers, directors, members, and managers of SRFC, the USL Entities (defined below), the MLS Entities (defined below), the NASL 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, FanCompass, 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 Sweepstakes 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; (b) “**MLS Entities**” means Major League Soccer, LLC, a Delaware limited liability company, and each MLS club that participates in its “**Major League Soccer**” outdoor men’s professional soccer league; and (c) “**NASL Entities**” means North American Soccer League, LLC, a Delaware limited liability company (“**NASL**”), and each NASL club that participates in its outdoor men’s professional soccer league. The Sweepstakes is void outside the State of California and where prohibited.

5. **HOW TO ENTER:** During the Entry Period, visit the Sacramento Republic FC, LLC official Fan site (the “**Website**”) at <http://insider.sacrepublicfc.com>, click on the banners, buttons, tabs and/or links to access the online entry form, complete the online entry form in its entirety, and press the applicable button to submit (the “**Entry**”). By submitting your complete name, date of birth, address, city, state, zip code, telephone number, e-mail address, and answers to the designated questions (if any) to SRFC via the online entry form, you will be automatically entered in the Sweepstakes. Incomplete entries are void. Each entrant to the Sweepstakes may be given the option to receive commercial e-mails from SRFC; however, eligibility to participate in

the Sweepstakes 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. Entries made by any other individual or entity that is not the person named on the submitted Entry, or made in any manner inconsistent with these Official Rules, will be declared invalid and disqualified from this Sweepstakes. All entries become the exclusive property of SRFC and will not be acknowledged or returned. SRFC will have no responsibility for lost, late, unintelligible or misdirected entries.

6. **WINNER SELECTION:** The prize winner will be selected in a random drawing from among all eligible entries received. The drawing will be conducted following the expiration of the Entry Period by a SRFC representative, whose decision shall be final. Odds of winning depend upon the number of eligible entries and votes received for such entries. All prizes will be awarded. On or about May 10, 2017, SRFC will notify and/or announce the prize winner.

7. **PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS:** By entering the Sweepstakes, each entrant agrees to grant permission for SRFC 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 SRFC 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) prize will be awarded in this Sweepstakes. The Participant who is selected in a random drawing conducted by a SRFC representative pursuant to Section 6 above will be the prize winner, and such prize winner will receive a prize consisting of the following relating solely to SRFC's regular season USL soccer match on May 20<sup>th</sup>, 2017 at the facility that currently is commonly known as Papa Murphy's Park located on the fairgrounds of the California State Exposition and Fair in Sacramento, California (1600 Exposition Boulevard, Sacramento, California) (collectively, the "**Prize**"): (a) a total of Four (4) admission tickets for use by the Prize winner and Three (3) guests of the Prize winner to attend such match; (b) the opportunity for the Prize winner and each of such Three (3) guests of the Prize winner that attend such match to enter onto the playing field prior to the match and watch from the field pregame warm-up exercises by SRFC's players; (c) the opportunity for the Prize winner and each of such Three (3) guests of the Prize winner that attend such match to enter onto the playing field immediately after the game and meet one (1) of SRFC's players; (d) for the Prize winner only, one (1) Sacramento Republic FC warm-up apparel shirt; (e) for the Prize winner only, one (1) soccer ball; and (f) for the Prize winner only, one (1) retail gift card redeemable at participating Denny's Restaurants for food or non-alcoholic beverage products offered for sale by Denny's up to a maximum aggregate amount equal to Two Hundred Fifty Dollars (\$250.00). The Prize does not include admission to any other events hosted at such facility or otherwise on the fairgrounds of the California State Exposition and Fair.

The approximate retail value ("**ARV**") of the Prize is \$1,300.

All Prize details (such as, by way of example only, the exact seat locations for the admission tickets, the selection of the warm up apparel shirt and the soccer ball, the selection of food and beverages made available for purchase through use of the gift card, and the nature and duration of the pre-game and post-game on-field activities) will be determined by SRFC 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 value equivalent for all or any portion of the Prize is available.

Two (2) attempts will be made to notify any potential 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 SRFC. SRFC 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 SRFC, will be required to sign and deliver to SRFC 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 SRFC in its sole and absolute discretion.

PRIZES ARE 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 Sweepstakes, each entrant agrees to the fullest extent permitted by applicable law:

(a) to waive and relinquish any rights he or she has to sue SRFC as part of a class;

(b) 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);

(c) that such entrant's damages are limited to his or her actual out of pocket expenses or losses;

(d) 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 Sweepstakes, or any Sweepstakes-related activity, to or by such entrant;

(e) 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 Sweepstakes 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 Sweepstakes.

(f) that in the event SRFC is prevented from continuing with this Sweepstakes, or the integrity, security and/or feasibility of the Sweepstakes 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 SRFC's control (each a "**Force Majeure**" event or occurrence), SRFC shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without further obligation (and, if and as applicable, to disqualify any entrant who tampers with the entry process) and, if so, that SRFC shall have the right (which hereby expressly is reserved by SRFC), 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;

(g) that the Sweepstakes is designed to increase consumer awareness of and interest in minor league soccer, and that the Sweepstakes may not be used for any form of gambling; and

(h) that SRFC reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

As used herein, "**Indemnified Parties**" means SRFC, FanCompass, Inc., the USL Entities, 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. **WINNERS LIST:** For a list of the prize winners, please send a self-addressed stamped envelope to: Sacramento Republic FC, LLC, 2421 17th Street, Suite 100, Sacramento, California, 95818. Requests must be received by May 15, 2018.

11. **APPLICABLE LAW; JURISDICTION:** This Sweepstakes is subject to all applicable laws. This Sweepstakes 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 Sweepstakes or these Official Rules.