

NO PURCHASE NECESSARY TO PLAY OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. LOCAL LAWS AS APPLICABLE IN EACH JURISDICTION GOVERN THIS PROMOTION.

1. ELIGIBILITY: Ace Roster (the "Promotion") is open to a Worldwide audience, who have reached the local age of legal consent as of the date of entry, and are registered members of aceroster.com (Registration is free and is further described below). The following are not eligible for the Promotion: (i) employees and agents of Sponsor and Promoter and their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies; and (ii) the "immediate family members" and/or "household members" of any of the persons set forth in (i) above. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Participation in the Promotion constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions. The decisions of the Sponsor regarding all matters relating to the Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. From all eligible entries received, the winners will be determined based on their ability to accumulate the most points in this Promotion. This Promotion is void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal regulations.

2. SPONSOR; PROMOTERS. This Promotion is sponsored by Fariqak LLC (the "Sponsor"). Any advertisers associated with the Promotion, if any, shall be deemed a Promoter for purposes of these Official Rules.

3. ENTRY PAGE. To access and/or enter the Promotion, log-on AceRoster.com during the Promotion Period and complete your entry by clicking on the Facebook, Google, or Twitter icons, or by clicking "Not Yet Registered" and completing the information on the screen that follows. [NB. Facebook, Google and Twitter are registered trademarks of their respective countries and are not sponsors of this promotion]

4. ACEROSTER.COM REGISTRATION. To play the Promotion, you must be a registered member of AceRoster.com. Registration is free.

a. Not yet a Member. You may register by clicking on the applicable link on the entry page for the Promotion, and following the instructions. You will be asked to provide your e-mail address, name, country of residence, and mobile phone number. You will also be asked to select a password [unless you choose to register through Facebook, Google or Twitter].

b. Already a Member? If you are already a member, then you do not need to register again. You may enter the Promotion by logging in on AceRoster.com with your current member name and password.

c. Password. You are responsible for the secrecy of your password. Sponsor, Promoters and other third parties are not responsible or liable for any actions taken using your password.

5. TIMING. Registration for the Promotion begins on Thursday, July 23, 2015 at Midnight GMT. The Promotion begins on Thursday, August 6, 2015 at Midnight GMT and ends on Sunday, May 15, 2016 (the "Promotion Period"). For purposes of these official rules (the "Official Rules") all times are Greenwich Mean Time ("GMT").

6. HOW TO PLAY.

a. General. The objective of the Promotion is to accumulate the most points (see "Scoring" below) over the course of the thirty-eight (38) game weeks of the Promotion Period. Entrants must select a roster of eleven (11) players (see "Roster" below) to form a complete active roster while staying under the specified team salary cap. Entries that do not field a complete roster will receive no points.

b. Roster. The total value of your initial 11-man roster must not exceed \$5 million (the "Salary Cap"). This Salary Cap may increase or decrease as transfers are made (see "Floating Salary Cap" below).

c. You can select up to 3 players from any one team. If a player is transferred to a different team during the season and takes you over this limit, you may be required to make adjustments to your team to be in compliance at your next player transfer.

d. Formations. Below are the possible formations allowed in the following order Defender-Midfielder-Forward:

- 4-4-2
- 4-3-3
- 3-4-3
- 3-5-2

e. Captain. You must select a player on your team to be the team's captain. This player will score double the number of points he would otherwise have been awarded for that gameweek. When your team is first selected you must select a player to be designated as such.

Once a player is set as the team's captain he will continue to be the captain until a new player is designated accordingly. If your captain does not play during the gameweek, the system will NOT automatically assign a new captain. If you drop the player currently designated as captain from your team, you will then need to select a new captain for the upcoming gameweek.

f. Scoring. The Promotion scoring system is as follows:

- Goal Scored by a goalkeeper or defender = 6
- Goal scored by a midfielder = 5
- Goal scored by a forward = 4
- Clean Sheet (GK and/or DEF only) = 4

- Assist by a goalkeeper or defender = 3
- Assist by a midfielder = 2
- Assist by a forward = 1
- Fouls Committed = -1
- For each yellow card = -2
- For each red card = -3
- For each own goal = -5

*- Clean sheets: A clean sheet is awarded for not conceding a goal. If a player has been substituted when a goal is conceded this will effect any clean sheet bonus. If a player has not played, he is not eligible for a Clean Sheet bonus.

** - An assist is awarded to a player who plays the final successful pass which leads to a goal. Please note that Key Contributions are not awarded to players who are fouled for free-kicks or penalties which lead to goals, for own goals or for goals which result from rebounds off other players, including the goalkeeper, or the woodwork.

***- Red card deductions include any points deducted for yellow cards. If two yellow cards lead to a red card, then only the red card is counted (-3 points).

g. Transfers: After first selecting your team you can still add/drop players from your team each week. A "transfer" occurs when a new player is added to your team. You are allowed an unlimited number of transfers. Transfers must occur before the countdown runs out in order to count towards the following period of play. If you are playing in standard mode, there is a weekly deadline for each gameweek. This deadline clock appears at the top of the screen. Any changes to your team (substitutions, transfers, formations) made after this time will come into effect for the next gameweek. If you are playing in competitive mode [i.e. you have purchased the deadline upgrade], there is a nightly deadline, and the clock at the center of the screen will indicate that.

Note: Matches count for the Gameweek in which they are played. Any matches postponed will not score points for the original gameweek.

If you do not make any changes to your team the current team will continue to score points for you. Entrants must make sure their team is submitted by the Locktime. Sponsor's computer is the official time keeping device for this Promotion.

h. Player Salaries. A player's initial "Price" is \$25,000. For purposes of the Salary Cap, a player's "Salary" is defined as the player's Price at the time that player is last added to your roster. A player's Price may differ each gameweek during the season based on that player's popularity amongst other users. These adjustments will also affect the Salaries of your rostered players (i.e. any changes will not impact your budget).

i. Floating Salary Cap. Ace Roster uses a system that rewards you for increases and penalizes you for decreases in the price of the players on your roster. When a player is sold the system

automatically calculates the Player's Salary as his current salary, not the salary at which you acquired him.

j. Umpires and referees. The decisions of the professional officials responsible for officiating the matches shall be final and binding regarding the outcome and scoring of each match.

7. NO ENTRY FEE. There is no entry fee required to participate in the Promotion. Only entries received online in accordance with these Official Rules will be accepted. No other forms of entry - fax, mail, email, phone or other - will be accepted. Entry materials/data that have been tampered with or altered are void. Winners will be determined following the final gameweek of each Segment. a. Limit. ONE (1) ENTRY PER PERSON (REGARDLESS OF THE NUMBER OF EMAIL ADDRESSES OR REGISTERED MEMBER ACCOUNTS), or PER EMAIL ADDRESS (REGARDLESS OF WHETHER MORE THAN ONE PERSON USES THE SAME EMAIL ADDRESS).

8. PRIZES.

a. Overall Prizes (2): Sponsor will award one (1) "1st Place Overall" prize to the Entrant who accumulates the most points during the entire Promotion Period (and wins any pending tiebreaker), one (1) "First Runner-up Overall" prize to the Entrant who accumulates the second most points during the entire Promotion Period (and wins any pending tiebreaker), and one (1) "Second Runner-up Overall" prize to the Entrant who accumulates the third most points during the entire Promotion Period (and wins any pending tiebreaker).

- **1st Place Overall:** \$500 Cash
- **First Runner-up Overall:** \$250 Cash
- **Second Runner-up Overall:** \$100 Cash

b. Odds. Odds of winning prizes depend on the total number of eligible entries received.

c. Substitution; Taxes. Sponsor reserves the right to substitute a prize with one of comparable value or greater value. THE WINNER IS SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE.

d. Prize Delivery. Prize winners should allow up to 6-8 weeks after they return their signed, notarized affidavit to receive their prize.

e. No Warranty. Entrants acknowledge that Sponsor and each of its respective agencies or related companies have not made nor are in any manner responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality.

f. Ties. The pool of all tied entrants is reduced until only one (1) potential winner remains by applying the rules below in the order listed. In all cases, an entry that does not win a tiebreaker

is eliminated from consideration. In both cases ties will continue using the previous gameweek's total until the tie is broken.

Overall Prize Tiebreakers:

- Tiebreaker #1 - The Entrant who scored the most points in Gameweek 38 is considered the winning entry.
- Tiebreaker #2 - The Entrant who scored the most points in Gameweek 37 is considered the winning entry.
- Tiebreaker #3 - The Entrant who scored the most points in Gameweek 36 is considered the winning entry.
- etc.

9. ENTRY ERRORS/ NO RETURN OF ENTRIES; DISPUTES. Neither Sponsor nor Promoters are responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified. Neither Sponsor nor Promoter are responsible for any unavailability of or interruptions to any service or equipment used in connection with the Promotion, including, without limitation, (1) interruptions to any network, server, Internet, website, telephone, satellite, computer or other connections (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electronic, or (5) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

Once submitted, entries become the sole property of Sponsor and will not be acknowledged or returned. **In the event of a dispute as to any entry, the authorized account holder, i.e., natural person, of the email address used to register will be deemed to be the registrant.** Potential winners may be required to show proof of identification. Sponsor may require that the potential winner provide proof that he/she is the authorized account holder of the e-mail address and/or password associated with the winning entry.

10. POTENTIAL WINNERS. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. SPONSOR SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIBIGILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS, AFFIDAVITS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON MAY BE DEEMED A DEFECTIVE ENTRY AND VOID. **SPONSOR RESERVES THE RIGHT TO DISQUALIFY A POTENTIAL WINNER IF SUCH POTENTIAL WINNER ATTEMPTS TO CLAIM A PRIZE USING A NAME, EMAIL ADDRESS, PHONE NUMBER, OR COUNTRY THAT DOES NOT MATCH POTENTIAL WINNER'S ACEROSTER.COM ACCOUNT.** Potential winners will be notified via email (or mobile phone) sent within fifteen (15) business days following the end of the Promotion Period. It is the sole responsibility of the entrant to notify the Sponsor during the

Promotion Period if his or her e-mail address has changed. To do so, click on the settings icon, then click on the profile icon and follow the instructions.

A potential winner will be disqualified and an alternate potential winner will be selected (i.e., the next highest scorer) if (i) he/she does not comply with these rules (or is otherwise determined to be ineligible), (ii) he/she does not respond to the prize notice within five (5) days of its transmission, or if the emailed prize notice, after three (3) attempts, is returned as undeliverable, or (iii) the prize is undeliverable for any reason. If Sponsor notifies, or seeks to deliver a prize to or otherwise attempts to contact an alternate potential winner, and such alternate potential winner is subsequently disqualified then Sponsor shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prize (e.g., may choose another alternate potential winner in a manner consistent with these rules or donate the prize to another entity, at its sole discretion).

Winning a prize is contingent upon fulfilling all requirements set forth herein. Winners are solely responsible for any and all expenses, relative to participation in the Promotion (including acceptance of any prize) not specified herein.

11. AFFIDAVIT OF ELIGIBILITY/LIABILITY RELEASE. As a condition of receiving a prize, potential winners may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and, except where prohibited, a Publicity Release, within fifteen (15) days of the date stated on the prize notice.

Except where prohibited, participation in this Promotion constitutes winner's consent to Sponsor's and Promoters', and any of their respective agents' use of winner's name, likeness, voice, opinions and biographical information for publicity, advertising, trade or promotional purposes in any media or manner, now known or hereafter devised, worldwide, without further payment, consideration, notice or approval.

12. CONDITIONS OF PARTICIPATION. Participation constitutes entrant's full and unconditional agreement to these official rules and to Sponsor's decisions. The decisions of the Sponsor in regards to all matters of this Promotion are final and binding.

Sponsor reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Promotion and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Sponsor may lock out an entrant who, in Sponsor's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter. CAUTION: A PERSON WHO ATTEMPTS DELIBERATELY TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION OR TO ALTER OR DAMAGE A WEBSITE MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES AND FINES; AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting the foregoing, Sponsor may modify, cancel, terminate, and/or suspend the Promotion if, in the Sponsor's sole opinion, an incident of any kind occurs to corrupt or impair the administration, security, integrity, fairness or play (as intended) of the Promotion, including without limitation: (a) viruses, bugs, unauthorized human intervention, fraud or technical failure;

or (b) earthquake, flood, fire, storm or other natural disaster, act of God; or (c) labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict (whether or not officially declared). In the event that any of the European leagues are postponed, terminated early, or cancelled for any reason (such as a strike or lockout), Sponsor reserves the right to award prizes based on scores at the time the season is disrupted, or to cancel, modify or suspend the Promotion at its discretion. In the event of a cancellation or termination by the Sponsor the entrant who has accumulated the highest point total (and who wins any pending tiebreakers) at the time of any said action will be awarded the prizes, or the prizes will be awarded in such other manner deemed fair and appropriate by Sponsor.

13. RELEASE AND INDEMNITY. By participating in this Promotion or receiving a prize, entrants (and in particular, winners) agree to release and to indemnify and hold harmless Sponsor, Promoters, and each of their respective related companies, and all of their respective officers, directors, employees and agents (collectively, the "Released Parties") for any liability, injury, death, loss or damages to entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Promotion (or related activities) or the acceptance, possession or use/misuse of a prize.

14. GAMBLING PROHIBITION. This Promotion is strictly for entertainment purposes and may not be used in connection with any form of gambling.

15. LIMITATIONS OF LIABILITY. The Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Promotion or prizes, and are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment, hardware, software or programming associated or used with the Promotion; (2) technical errors, defects, delays or failures of any kind, including without limitation malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (3) digital or electronic disruptions, e.g., viruses; (4) unauthorized human intervention, e.g., hacking; (5) technical or human error which may occur in connection with any aspect of the Promotion; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion, access to, copying or downloading materials from ESPN.com or any other website, or receipt or use of any prize.

16. DISPUTES/CHOICE OF LAW. Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Dutchess county, New York state; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to

have such damages multiplied or increased. New York law, without reference to New York's choice of law rules, governs the Promotion and all aspects related thereto.

17. PRIVACY. Personally identifiable information that is submitted by entrants as part of this Promotion will be used to administer the Promotion, select prize winners and fulfill prizes, and will be treated in accordance with Sponsor's privacy policy accessible on this website.