

THIS TOURNAMENT IS OPEN TO RESIDENTS OF THE UNITED STATES ONLY

THIS PROMOTION IS DESIGNED AS A SKILL CONTEST. THERE IS A FEE TO PARTICIPATE IN THE TOURNAMENT. WHERE PROHIBITED BY LAW. USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THIS PROMOTION AND THE TOURNAMENT. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS.

1. REGISTRATION PERIOD:

The Registration Period (the “**Registration Period**”) for the *Neymar Jr’s Five* 2018 U.S. Qualifier Tournament (the “**Tournament**”) begins on February 8, 2018 at 8:00 a.m. Eastern Time (“**ET**”) and is scheduled to end on June 11, 2018 at 8:00 p.m. ET, or whenever all Tournament Spots (as defined below in Rule 7) have been filled in accordance with these Official Rules and Regulations (the “**Rules**”) – whichever occurs first.

2. ELIGIBILITY:

The Tournament is open to residents of the United States and D.C. who are at least 18 years of age or older and have reached the legal age of majority in their state of residence at the time of entry. Employees, representatives or agents (and those with whom such persons are living, whether related or not) of Red Bull North America Inc. (the “**Sponsor**”), its associated and affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Tournament (collectively, the “**Tournament Parties**”) are not eligible to participate.

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Tournament, you are signifying your agreement that you have read and agree to be legally bound by these Rules.

4. LOCAL QUALIFIERS:

For the purposes of this Tournament, there will be a total of eighteen (18) local qualifier tournaments (each, a “**Local Qualifier**”), as follows:

City	Date and Times	Location	Maximum Number of Teams
Atlanta, GA	Saturday, March 24, 2018 --- 8:00 a.m. ET – 10:00 p.m. ET	Atlanta Silverbacks Park 3200 Atlanta Silverbacks Way Atlanta, GA 30340	120
Dallas, TX	Saturday, March 31, 2018 --- 8:00 a.m. CT – 10:00 p.m. CT	Pro-Touch Soccer Center 1000 Hampshire Ln. Richardson, TX 75080	120
Orlando, FL	Saturday, April 7, 2018 --- 8:00 a.m. ET – 10:00 p.m. ET	Free Kick Orlando 3180 Southgate Commerce Blvd. Orlando, FL 32806	120
Los Angeles, CA	Saturday, April 14, 2018 --- 8:00 a.m. PT – 10:00 p.m. PT	Bell Gardens Sports Center 8000 Park Ln. Bell Gardens, CA 90210	120
Tampa, FL	Saturday, April 14, 2018 --- 8:00 a.m. ET – 10:00 p.m. ET	Cineo Soccer Inc. 5305 E. Henry Ave. Tampa, FL 33610	120
Phoenix, AZ	Saturday, April 28, 2018 --- 8:00 a.m. PT – 10:00 p.m. PT	Phoenix Rising FC Soccer Complex 751 N. McClintock Dr. Scottsdale, AZ 85281	120
Fresno, CA	Saturday, May 12, 2018 --- 8:00 a.m. PT – 10:00 p.m. PT	Blackbeard’s Family Entertainment 4055 N. Chestnut Diagonal Fresno, CA	120
San Antonio, TX	Saturday, May 12, 2018 --- 8:00 a.m. CT – 10:00 p.m. CT	SoccerZone Live Oak 8020 Pat Booker Rd. Live Oak, TX 78233	120
San Diego, CA	Saturday, May 12, 2018 --- 8:00 a.m. PT – 10:00 p.m. PT	Olympic Training Center Chula Vista, CA 91915	120
Harrison, NJ	Sunday, May 13, 2018 --- 8:00 a.m. ET – 10:00 p.m. ET	Red Bulls Academy 600 Cape May St. Harrison, NJ 07029	120
Miami, FL	Saturday, May 19, 2018 --- 8:00 a.m. ET – 10:00 p.m. ET	Urban Soccer Five 1125 NW 71st St. Miami, FL 33150	120
Houston, TX	Saturday, May 19, 2018 --- 8:00 a.m. CT – 10:00 p.m. CT	Sports Creek 2619 Polk St.	120

		Houston, TX 77003	
Chicago, IL	Saturday, May 19, 2018 --- 8:00 a.m. CT – 10:00 p.m. CT	LDE Soccer 3900 S. Ashland Ave. Chicago, IL 60609	120
Denver, CO	Saturday, May 19, 2018 --- 8:00 a.m. MT – 10:00 p.m. MT	TBD	120
Minneapolis, MN	Saturday, May 19, 2018 --- 8:00 a.m. CT – 10:00 p.m. CT	Blaine Soccer Club 1700 105th Ave NE Blaine, MN 55449	120
Kansas City, KS	Saturday, May 26, 2018 --- 8:00 a.m. CT – 10:00 p.m. CT	Wyandotte Sporting Fields 1500 N. 90 St. Kansas City, KS 66112	120

All dates, times and locations are subject to change in the sole and absolute discretion of the Sponsor.

5. NATIONAL FINAL:

For the purposes of this Tournament, there will be a total of one (1) national final tournament (the “**National Final**”), as follows:

City	Date and Times	Location
Miami, FL	Saturday, June 9, 2018 --- 8:00 a.m. ET – 10:00 p.m. ET	TBD

All dates, times and locations are subject to change in the sole and absolute discretion of the Sponsor.

6. TEAMS AND PLAYERS:

For the purposes of this Tournament, a Team (each, a “**Team**”) must consist of between five (5) and seven (7) members (each, a “**Player**” and collectively the “**Players**”). Of the Players on a Team, there can only be a maximum of two (2) Players who are twenty-six (26) years of age or older at the time of participation. All other Players on a Team must be between eighteen (18) years of age and twenty-five (25) years of age at the time of participation. Additionally, the same Player cannot be a member of more than one (1) Team participating in the same Local Qualifier.

The Players on each Team will require (and be responsible for the cost of obtaining) a valid passport and/or valid travel documents with at least six (6) months remaining validity as of July 28, 2018, as well as any visas required to travel to and from Brazil, where the Tournament Finals will be held. In the event Player(s) on a winning Team does not have a valid passport and/or valid travel documents, as determined in Sponsor’s sole discretion, such Player(s) will be disqualified. In the event a winning Team does not have at least five (5) eligible Players, such Team will be disqualified and the next highest-scoring eligible Team will be awarded the prize.

7. HOW TO REGISTER A TEAM FOR A LOCAL QUALIFIER:

Each Team must register for at least one (1) Local Qualifier (a “**Team Registration**”). For the purposes of this Tournament, a Team Registration must be submitted – and (unless otherwise stated herein) any and all actions contemplated herein on behalf of the Team must be completed – by a single Player on the Team who has been designated as the authorized representative of the Team (each a “**Representative**”). A Team’s Representative must: (a) be a legal resident of the United States (including D.C.); (b) be at least 18 years of age or older and have reached the legal age of majority in their state of residence at the time of participation; (c) reside in the United States (including D.C.) during the Tournament; (d) have authority and permission from each Player on the Team to enter the Team in the Tournament; and (e) have the authority to legally bind each Player on the Team, including (without limitation) to the terms and conditions of these Rules and to any other required documentation as contemplated in these Rules.

To complete a Team Registration, the Representative of the Team must visit [\[URL\]](#) (the “**Website**”) during the Registration Period and follow the on-screen prompts to complete the following steps:

- a) Complete the Official Tournament Registration Form (the “**Form**”) on behalf of the Team, with all required information; and
- b) signify his/her agreement that he/she has read, and that he/she agrees to be legally bound by, the terms and conditions of these Rules.

Once the Representative of a Team has fully completed the Form with all required information, he/she must submit the fully completed Form via the Website. To be eligible, the Form must be submitted and received in accordance with these Rules during the Registration Period.

After the Team Representative submits the Team’s Registration Form, Sponsor will send each member of such Team a link to the Team’s individual registration forms. Each member of such Team must complete the individual registration form and agree to the terms and conditions of these Rules for the Team to be eligible to compete in the Tournament.

IMPORTANT NOTE: Each Local Qualifier has a limited number of Tournament Spots for teams, as set forth above in Section 4 (each, a “**Tournament Spot**” and collectively the “**Tournament Spots**”). As such, the maximum number of Teams that can register per Local Qualifier may vary. For the avoidance of any doubt, this means that only one (1) Team can occupy a Tournament Spot. Once all Tournament Spots for a Local Qualifier have been filled in accordance with these Rules, the Registration Period for that Local Qualifier will close and no further Team Registrations

will be accepted in relation to that Local Qualifier.

8. TEAM REGISTRATION LIMIT:

There is a limit of one (1) Team Registration per Team. For the avoidance of any doubt, this means that a Team cannot register more than once for the Tournament – but, after registering, a Team may compete in more than one Local Qualifier. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any Team has attempted to: (i) submit more than one (1) Team Registration; and/or (ii) use multiple Representatives, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Tournament; then he/she may be disqualified from the Tournament in the sole and absolute discretion of the Sponsor. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any Player has attempted to: (i) be a member of more than one (1) Team competing at the same Local Qualifier; and/or (ii) use multiple names, multiple identities, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Tournament; then he/she may be disqualified from the Tournament in the sole and absolute discretion of the Sponsor. The Tournament Parties and each of their respective agents, employees, directors, successors and assigns (collectively, the “Released Parties”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Team Registrations and/or other information (all of which is/are void). A Team Registration may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Team Registration is not submitted and received in accordance with these Rules during the Registration Period; and/or (ii) any information associated with the Team Registration is deemed by the Sponsor, in its sole and absolute discretion, not to be accurate, truthful and/or otherwise in compliance with these Rules.

9. VERIFICATION:

All Team Registrations, Teams and Players are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Tournament; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Team Registration, Team, Player and/or any other information entered (or purportedly entered) for the purposes of this Tournament; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Tournament in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Tournament will be the official time-keeping device(s) used by the Sponsor.

10. LOCAL QUALIFIER TOURNAMENT BRACKET:

Prior to participating in a Local Qualifier, each Player on each Team will be required to sign and return the Sponsor’s participation waiver of liability (the “Waiver”). Failure to properly execute and return the Sponsor’s Waiver will result in disqualification from participating in the Tournament.

For the purposes of this Tournament, each Local Qualifier will consist of a series of soccer matches (each a “Match” and collectively the “Matches”) that will be played according to the Rulebook (the “Rulebook”) - which is hereby incorporated by reference into these Rules (available at: <https://www.neymarjr5five.com/en/US/rulebook>). A copy of the Rulebook will be provided to the Representative of each Team prior to such Team participating in the applicable Local Qualifier. Each Local Qualifier will consist of a varying numbers of matches that will be played in accordance with the single-elimination bracket as set-forth in the sample bracket attached hereto as Schedule “A” to these Rules (the “Local Qualifier Bracket”).

In relation to each Local Qualifier, the Local Qualifier Bracket will be set by the Sponsor in its sole and absolute discretion and final match-ups may change up to the day of the Local Qualifier. All adjustments will be made by Sponsor in its sole and absolute discretion (including, if necessary, by providing a Team or Teams with an automatic bye to the next stage of the Local Qualifier Bracket).

ALL DECISIONS OF THE SPONSOR IN RELATION TO THE LOCAL QUALIFIER BRACKET FOR EACH LOCAL QUALIFIER WILL BE MADE BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION AND SHALL BE CONSIDERED TO BE FINAL AND BINDING WITHOUT RIGHT OF APPEAL.

Each Match will be refereed by one (1) or more designated representatives of the Sponsor (collectively, the “Referee”). The decisions of the Referee in relation to each Match are final and binding without right of appeal. At the conclusion of each Match, the Referee will determine, in its sole and absolute discretion, which Team is declared as the winning Team and which Team is declared as the losing Team. The winning Team from each Match will be eligible to move forward in the Local Qualifier in accordance with the Local Qualifier Bracket. The losing Team from each Match will be eliminated from the Tournament.

IMPORTANT NOTE: ANY AND ALL COSTS ASSOCIATED WITH ATTENDING AND PARTICIPATING IN A LOCAL QUALIFIER WILL BE THE SOLE AND ABSOLUTE RESPONSIBILITY OF EACH PLAYER ON EACH TEAM. NEITHER THE SPONSOR, NOR ANY OF THE OTHER RELEASED PARTIES, NOR ANY OTHER ENTITY, WILL BE PROVIDING ANY COMPENSATION WITH RESPECT TO ANY COSTS ASSOCIATED WITH ATTENDING AND PARTICIPATING IN A LOCAL QUALIFIER.

Each Local Qualifier will conclude when the final winning Team is identified for the Local Qualifier in accordance with the applicable Local Qualifier Bracket. For the avoidance of any doubt, there will be only one (1) winning Team in relation to each Local Qualifier, *provided, however*, that for the Miami, Florida Local Qualifier, the first place and second place teams will advance to the National Final. NO TEAM IS A WINNING TEAM OF A LOCAL QUALIFIER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THE TEAM AS THE WINNING TEAM OF THE LOCAL QUALIFIER IN ACCORDANCE WITH THESE RULES.

BEFORE BEING DECLARED AS THE CONFIRMED WINNING TEAM OF A LOCAL QUALIFIER, each Player on the eligible winning Team for a Local Qualifier will be required to sign and return the Sponsor’s Waiver on-site at the Local Qualifier location, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Local Qualifier Prize (as defined below in Rule 11); (iii) releases the

Released Parties from any and all liability in connection with this Tournament, his/her and the Team's participation therein and/or the awarding and use/misuse of the Local Qualifier Prize or any portion thereof (including, but not limited to, any travel related thereto); and (iv) agrees to the publication, reproduction and/or other use (at the Sponsor's sole and absolute discretion) of his/her name, statements about the Tournament, and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If a Player on the eligible winning Team for a Local Qualifier: (a) fails to return the properly executed Tournament documents; (b) cannot participate in (or is unwilling to participate in) the Local Qualifier Prize for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then the Sponsor reserves the right to take whatever action it deems necessary based on the circumstances – including, but not limited to, disqualifying the Player and/or the Team of which the Player is a member – to ensure that the Tournament is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Rules.

11. THE LOCAL QUALIFIER PRIZES:

There will be thirty-two (32) Local Qualifier Prizes, divided evenly between the male and female winning teams from each Local Qualifier (each, a "Local Qualifier Prize" and collectively the "Local Qualifier Prizes") available in the Tournament. There will be one (1) Local Qualifier Prize awarded in relation to each Local Qualifier. Each Local Qualifier Prize will consist of the opportunity for each Player on the winning Team for the Local Qualifier to travel to Miami, Florida, for the purpose of participating in the National Final.

Each Team selected as the winner of the Local Qualifier must have at least five (5) Players attend the National Final. No substitutions of Players will be allowed. In the event a Team does not have five (5) eligible Players attending the National Final, such Team may be disqualified and the next highest-placing Team with the required Players may be substituted in the National Final, in Sponsor's sole discretion.

In the event a Player qualifies for the National Final on more than one Team, such Player will be deemed to be a member of the Team that was deemed the winner of a Local Qualifier on the earlier date of qualification. For example, if a Player was a member of the Team winning the Los Angeles Local Qualifier (April 14, 2018) and a member of the Team winning the San Diego Local Qualifier (May 12, 2018), such Player will be deemed to be a member of the Team winning the Los Angeles Local Qualifier only.

Each Local Qualifier Prize includes: (i) round trip airfare (economy class) for each Player on the Team to Miami, Florida from a U.S. airport nearest the Player's residence (as determined by Sponsor in its sole and absolute discretion); and (ii) two (2) hotel room accommodations (double occupancy) per Team for two (2) nights, determined by Sponsor in its sole and absolute discretion. In the event a Player(s) on a Team attending the National Final lives within a reasonable distance of Miami, Florida, Sponsor may, in its sole discretion, provide or reimburse ground transportation to the National Final instead of air travel.

All travel must take place on the dates as specified by the Sponsor in its sole and absolute discretion. The Local Qualifier Prizes have a total approximate retail value of \$1,000 per person, although the actual retail value may vary depending on the point of departure. As applicable, choice of flights, airline(s), hotel accommodations (including, without limitation, room size and occupancy) and all other aspects of each Local Qualifier Prize are at the sole and absolute discretion of the Sponsor.

Without limiting the generality of the foregoing, the following general conditions apply to each Local Qualifier Prize: (i) Local Qualifier Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor's option; (iii) all travel related to the Local Qualifier Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the Local Qualifier Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) each Player must have all necessary documentation (including, but not limited to, a valid passport and/or travel visa with at least six (6) months remaining validity) to permit travel to and from Brazil; (v) the costs of everything not specifically and expressly stated above as included in the Local Qualifier Prize description are the sole and absolute responsibility of the each Player, including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for the Player to and from the U.S. airport selected by the Sponsor; additional transportation; baggage and other fees; and items of a personal nature (NOTE: a Player may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses); (vi) if a Player does not utilize any part(s) of the Local Qualifier Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Local Qualifier Prize or any component thereof; and (b) substitute the Local Qualifier Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (viii) all travel arrangements relating to the Local Qualifier Prize must be made through the Sponsor or its designated agents; and (ix) by accepting the Local Qualifier Prize, the Player agrees to waive all recourse against the Released Parties if the Local Qualifier Prize or a component thereof does not prove satisfactory, either in whole or in part.

In the event a Player does not have a valid passport and/or valid travel documents, as determined in Sponsor's sole discretion, such Player will be disqualified. Additionally, in the event the winning Team does not have at least five (5) eligible Players, such Team will be disqualified and the next highest scoring Team, subject to verification of eligibility and compliance with the Rules, will be awarded the Local Qualifier prize(s).

It is strongly recommended and encouraged that each Player obtain sufficient personal travel and medical insurance prior to departure. Flights are subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations.

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of a Local Qualifier Prize. Neither a Player nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Sponsor will not replace any lost or stolen tickets. Changes to flights and/or passenger names are not accepted once bookings have been confirmed.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Local Qualifier Prize awarded in connection with the Tournament. To the fullest extent permitted by applicable law, each Player understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the

Local Qualifier Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Local Qualifier Prize, each Player agrees to waive all recourse against Sponsor and all of the other Released Parties if the Local Qualifier Prize or a component thereof does not prove satisfactory, either in whole or in part.

12. NATIONAL FINAL TOURNAMENT BRACKET:

Prior to participating in the National Final, each Player on each Team will be required to sign and return the Sponsor's Waiver. Failure to properly execute and return the Sponsor's Waiver will result in disqualification from participating in the Tournament.

For the purposes of this Tournament, the National Final will consist of a series of Matches that will be played according to the Rulebook. A copy of the Rulebook will be provided to the Representative of each Team prior to such Team participating in the National Final. The National Final may consist of a total of three (3) Matches that will be played in accordance with a 4-Team single elimination bracket as set-forth in the Sample bracket attached hereto as Schedule "B" to these Rules (the "**National Final Bracket**"), as determined in Sponsor's sole discretion.

In relation to the National Final, the National Final Bracket will be set by the Sponsor in its sole and absolute discretion and final match-ups and formats may change up to the day of the National Final.

ALL DECISIONS OF THE SPONSOR IN RELATION TO THE NATIONAL FINAL BRACKET FOR THE NATIONAL FINAL WILL BE MADE BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION AND SHALL BE CONSIDERED TO BE FINAL AND BINDING WITHOUT RIGHT OF APPEAL.

Each Match will be refereed by the Referee. The decisions of the Referee in relation to each Match are final and binding without right of appeal. At the conclusion of each Match, the Referee will determine, in its sole and absolute discretion, which Team is declared as the winning Team and which Team is declared as the losing Team. The winning Team from each Match will be eligible to move forward in the National Final in accordance with the National Final Bracket. The losing Team from each Match will be eliminated from the Tournament.

IMPORTANT NOTE: ANY AND ALL COSTS ASSOCIATED WITH ATTENDING AND PARTICIPATING IN THE NATIONAL FINAL (OTHER THAN THOSE EXPRESSLY COVERED BY THE LOCAL QUALIFIER PRIZE) WILL BE THE SOLE AND ABSOLUTE RESPONSIBILITY OF THE PLAYERS ON EACH TEAM. NEITHER THE SPONSOR, NOR ANY OF THE OTHER RELEASED PARTIES, NOR ANY OTHER ENTITY, WILL BE PROVIDING ANY ADDITIONAL COMPENSATION WITH RESPECT TO ANY COSTS ASSOCIATED WITH ATTENDING AND PARTICIPATING IN THE NATIONAL FINAL.

The National Final will conclude when the final winning Team is identified for the National Final in accordance with the National Final Bracket. For the avoidance of any doubt, there will be only one (1) winning Team in relation to the National Final. NO TEAM IS A WINNING TEAM OF THE NATIONAL FINAL UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THE TEAM AS THE WINNING TEAM OF THE NATIONAL FINAL IN ACCORDANCE WITH THESE RULES.

BEFORE BEING DECLARED AS THE CONFIRMED WINNING TEAM OF THE NATIONAL FINAL, each Player on the eligible winning Team for the National Final will be required to sign and return the Sponsor's Waiver on-site at the National Final location, which (among other things): (i) confirms continuing compliance with these Rules; (ii) acknowledges acceptance of the National Final Prize (as defined below in Rule 13); (iii) releases the Released Parties from any and all liability in connection with this Tournament, his/her and the Team's participation therein and/or the awarding and use/misuse of the National Final Prize or any portion thereof (including, but not limited to, any travel related thereto); and (iv) agrees to the publication, reproduction and/or other use (at the Sponsor's sole and absolute discretion) of his/her name, statements about the Tournament and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If a Player on the eligible winning Team for the National Final: (a) fails to return the properly executed Tournament documents; (b) cannot participate in (or is unwilling to participate in) the National Final Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then the Sponsor reserves the right to take whatever action it deems necessary based on the circumstances – including, but not limited to, disqualifying the Player and/or the Team of which the Player is a member – to ensure that the Tournament is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Rules.

13. THE NATIONAL FINAL PRIZE:

There will be one (1) National Final Prize (the "**National Final Prize**") available to be won in the Tournament for the male team bracket and one (1) National Final Prize for the female team bracket. The National Final Prize will consist of the opportunity for each Player on the Team to travel to Santos, Brazil for the purpose of participating in the Global Neymar Jr's Five Tournament (the "**Global Tournament**"). The Global Tournament will be governed by a separate set of Terms and Conditions – available at [URL](#). The National Final Prize includes: (i) round trip airfare (economy class) for each Player on the Team to Sao Paulo, Brazil, from the U.S. airport nearest the Player's residence (as determined by Sponsor in its sole and absolute discretion); and (ii) two (2) hotel room accommodation (double occupancy) per Team, for three (3) nights, as determined by Sponsor in its sole and absolute discretion.

All travel must take place on the dates as specified by the Sponsor in its sole and absolute discretion. The National Final Prize has a total approximate retail value of \$2,000 per person – although the actual retail value may vary depending on the point of departure. Choice of flights, airline(s), hotel accommodations (including, without limitation, room size and occupancy) and all other aspects of the Prize are at the sole and absolute discretion of the Sponsor.

Without limiting the generality of the foregoing, the following general conditions apply to the National Final Prize: (i) National Final Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor's option; (iii) all travel related to the National Final Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the National Final Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) each Player must have all necessary documentation (including,

but not limited to, a valid passport and/or travel visa with at least six (6) months remaining validity) to permit travel to and from Brazil; (v) the costs of everything not specifically and expressly stated above as included in the National Final Prize description are the sole and absolute responsibility of the each Player, including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for the Player to and from the U.S. airport selected by the Sponsor; additional transportation; baggage and other fees; and items of a personal nature (NOTE: a Player may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses); (vi) if a Player does not utilize any part(s) of the National Final Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the National Final Prize or any component thereof; and (b) substitute the National Final Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (viii) all travel arrangements relating to the National Final Prize must be made through the Sponsor or its designated agents; and (ix) by accepting the Prize, the Player (and his/her parent/legal guardian on his/her behalf if the Player is a Minor) agrees to waive all recourse against the Released Parties if the National Final Prize or a component thereof does not prove satisfactory, either in whole or in part.

In the event a Player on the winning Team does not have a valid passport and/or valid travel documents, as determined in Sponsor's sole discretion, such Player will be disqualified. Additionally, in the event the winning Team does not have at least five (5) eligible Players, such Team will be disqualified and the next highest scoring Team, subject to verification of eligibility and compliance with the Rules, will be awarded the National Final prize(s).

It is strongly recommended and encouraged that each Player obtain sufficient personal travel and medical insurance prior to departure. Flights are subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations.

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the National Final Prize. Neither a Player nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Sponsor will not replace any lost or stolen tickets. Changes to flights and or passenger names are not accepted once bookings have been confirmed.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the National Final Prize awarded in connection with the Tournament. To the fullest extent permitted by applicable law, each Player understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the National Final Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the National Final Prize, each Player agrees to waive all recourse against Sponsor and all of the other Released Parties if the National Final Prize or a component thereof does not prove satisfactory, either in whole or in part.

14. GENERAL CONDITIONS:

This Tournament is subject to all applicable federal, state, territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Tournament are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website and/or any other website or any platform during the Tournament; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Registration and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Tournament; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right to withdraw, amend or suspend this Tournament (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Tournament as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Tournament in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Tournament, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Tournament, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Tournament and in accordance with Sponsor's privacy policy (available at: [URL](#)). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Tournament mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by Team, Player, Registration and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Tournament as contemplated in these Rules, or for any other reason.

The invalidity or unenforceability of any provision of these Rules 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 Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Tournament will be

governed by and construed in accordance with the laws of the state of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in California in any action to enforce (or otherwise relating to) these Rules or relating to this Tournament.

Schedule "A" – Sample Local Qualifier Bracket

[Insert sample 64-Team Single Elimination Bracket, include language stating "Local Qualifier Bracket subject to change in Sponsor's sole discretion"]

Schedule "B" – Sample National Final Bracket

[Insert sample 4-Team Single Elimination Bracket, include language stating "National Final Bracket subject to change in Sponsor's sole discretion."]

0114635.0594078 4828-3866-7589v6