

**UNICO FREESTYLE CONTEST
OFFICIAL CONTEST RULES AND REGULATIONS ("Official Rules")**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL AND MUNICIPAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE OFFICIAL RULES.

(1) CONTEST PERIOD: The Unico Freestyle Contest (the "**Contest**") begins at 5:00 p.m. ET on Monday, July 18, 2016 and ends at 11:59 p.m. ET on Sunday, July 31, 2016 (the "**Contest Period**"). The secondary prize winner selection date will be Tuesday, August 2, 2016 (the "**Selection Date**").

(2) ELIGIBILITY:

This Contest is only open to legal residents of Canada who are eighteen (18) years of age or older at the time of entry (each, an "**Entrant**"), except those residing in the Province of Quebec (who are not eligible to enter this Contest). Employees and the immediate families (including those with whom they are domiciled) of Unico Inc. ("**Unico**"), Maple Leaf Sports & Entertainment Partnership and Maple Leaf Sports & Entertainment Ltd. and their affiliates (collectively "**MLSE**"), Toronto FC (together with Unico and MLSE, the "**Contest Sponsors**"), Major League Soccer L.L.C. ("**MLS**") and its member teams, Soccer United Marketing, L.L.C., MLS Canada ULC, Twitter Inc., Instagram, LLC and each of their respective parents, governors, subsidiaries, affiliates, directors, officers, shareholders and agents (altogether the "**Released Parties**") are not eligible to enter the Contest. For purposes of this Contest, "immediate family members" shall include the mother, father, brothers, sisters, daughters, sons, partner or spouse of an individual (regardless of where any such "immediate family member" resides).

(3) HOW TO ENTER

During the Contest Period, each Entrant must creatively demonstrate his/her best and most unique trick shot by taking a :10 second video of his/herself (each, a "**Video**") and following the steps below in order to obtain one (1) entry into the applicable Contest Selection (each, an "**Entry**").

All Entries must include the hashtags **#UnicoFreestyle**.

All Videos must comply at all times with the applicable Video requirements outlined herein (collectively, the "**Video Requirements**"), as well as any restrictions (such as, for example, file size for Videos) set out by Twitter and Instagram, respectively. The Contest Sponsors are not responsible for any failure to receive an Entry as a result of an Entrant's non-compliance with any Twitter or Instagram restrictions.

IMPORTANT NOTE: The Contest Sponsors may screen any or all Entries. Any Entry that the Contest Sponsors deem, in their sole discretion and at any point in time, to violate the terms and conditions set forth in these Official Rules, including violations of the Video Requirements outlined below, will be subject to disqualification, without notice. Maximum of Ten (10) entries per person.

VIDEO REQUIREMENTS

Each Video must comply with the following (as applicable):

- a. the Video is unique and original to the Entrant;
- b. the Entrant has all necessary rights in and to the Video and each individual component thereof;
- c. the Video must be captured or recorded in a non-descriptive location;
- d. the Video must not include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculpture (other than those of the Contest Sponsors);
- e. the Video must not violate any law, statute, ordinance or regulation;
- f. the Video must not contain any reference or likeness of any identifiable third parties (unless the Entrant has obtained consent from such third parties, which consent must be provided to the

Contest Sponsors upon request. Failure to provide proof of consent will result in disqualification of the Video);

- g. the Video must not give rise to any claims whatsoever including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- h. the Video must not be defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity (partial or otherwise); alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Contest Sponsors; conduct or other activities in violation of these Official Rules; and/or any other content that is or could be considered inappropriate, disparaging, unsuitable or offensive, all as determined by the Contest Sponsors in their sole and absolute discretion.

ENTRY PLATFORMS

There are two (2) platforms by which an Entrant can submit his/her Video in order to enter the Contest, each resulting in one (1) Entry:

- i) **TWITTER ENTRY:** In order to obtain an Entry via Twitter, each Entrant must:
 - (a) be an authorized account holder of Twitter;
 - (b) be a follower of **@torontofc** on Twitter;
 - (c) compose a tweet including the Video and the designated hashtag **#UnicoFreestyle**, which tweet must comply with the Twitter character limit (140 characters) and file size limits;
 - (d) post the tweet on Twitter during the Contest Period (resulting in one (1) Entry).

All Twitter Entries must be submitted from a valid Twitter account. Twitter membership is free, but is subject to acceptance of the Twitter Terms of Use, which can be found at <https://twitter.com/tos>.

- ii) **INSTAGRAM ENTRY:** In order to obtain an Entry via Instagram, each Entrant must:
 - (a) be an authorized account holder of Instagram;
 - (b) be a follower of **@torontofc** on Instagram;
 - (c) compose a post including the Video with the designated hashtags **#UnicoFreestyle** which post must comply with the Instagram file size restrictions; and
 - (d) upload your post to Instagram during the Contest Period (resulting in one (1) Entry).

All Instagram Entries must be submitted from a valid Instagram account. Instagram membership is free, but is subject to acceptance of the Instagram Terms of Use, which can be found at <http://instagram.com/about/legal/terms/#>.

FOR ALL ENTRIES

By entering the Contest and submitting an Entry, each Entrant:

- (i) grants to the Contest Sponsors, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry(ies) and each individual component thereof, in whole or in part, for advertising or promoting the Contest or for any other reason;
- (ii) waives all moral rights in and to his/her Entry(ies) and each individual component thereof in favour of the Contest Sponsors (and anyone authorized by the Contest Sponsors to use the Entry(ies) or a component thereof); and
- (iii) agrees to release, indemnify and hold harmless the Released Parties from and against any and all claims related, directly or indirectly, to his/her Entry(ies) (or a component thereof) – including, without limitation, claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action. For greater certainty, the Contest Sponsors reserve the right, in their sole discretion, to modify, edit or remove any Entry (or a component thereof),

or to request an Entrant to modify or edit his or her Entry (or a component thereof), if a complaint is received with respect to the Entry (or a component thereof), or for any other reason at any time. If such an action is necessary at any time, then the Contest Sponsors reserve the right, in their sole and absolute discretion, to: (a) disqualify the Entry; (b) disqualify the Entrant and his/her Entry; and/or (c) to take whatever action the Contest Sponsors deem appropriate in circumstances as determined by the Contest Sponsors, in their sole and absolute discretion.

If it is discovered by the Contest Sponsors (using any evidence or other information made available to, or otherwise discovered by, the Contest Sponsors) that any Entrant has used (or attempted to use) multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter the Contest other than as indicated in these Official Rules or to otherwise disrupt this Contest, that person may be disqualified from the Contest, and any future contests of the Contest Sponsors, in the sole discretion of the Contest Sponsors.

All Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, forged, garbled or mechanically or electronically reproduced.

The Contest Sponsors reserve the right, in their sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsors – including, without limitation, government issued photo identification): (i) for the purposes of verifying an Entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsors deem necessary, in their sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the satisfaction of the Contest Sponsors in a timely manner may result in disqualification of the Entrant in the sole discretion of the Contest Sponsors.

Each potential winner of a Prize (a "**Selected Entrant**") may also be requested to provide the Contest Sponsors with reasonable proof that the Selected Entrant is the Authorized Account Holder of the Twitter or Instagram account associated with a potentially winning Entry. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the Authorized Account Holder in whose name the Twitter or Instagram account is registered, provided that person meets all eligibility criteria of this Contest. "**Authorized Account Holder**" shall mean the natural person assigned to an email address and/or telephone number by an Internet access provider, online service provider, telephone service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address (a valid email address is required to register for a Twitter or Instagram account).

By entering the Contest, each Entrant agrees to be bound by the Official Rules and the decisions of Contest Sponsors, which are final with respect to all matters relating to the Contest.

- (4) **PRIZES:** There are two (2) secondary prizes (each a "**Secondary Prize**") and one (1) grand prize (the "**Grand Prize**") to be won during this Contest. Each Secondary Prize or the Grand Prize may hereinafter simply be referred to collectively as the "**Prizes**" or individually as a "**Prize**".

SECONDARY PRIZES

Each Secondary Prize shall consist of:

- Two (2) tickets to the Toronto FC vs. New England Revolution soccer match on August 6, 2016 at BMO Field (Toronto, Ontario) (the "**Game**").
- One (1) Toronto FC soccer jersey
- Twenty (20) BMO Bucks (\$20.00 BMO Bucks- (Gift certificates redeemable for food and non-alcoholic beverages at BMO Field and subject to the terms and conditions contained thereon))
- The opportunity to participate in the Grand Prize Challenge at the Game. During the half-time presentation at the Game, each confirmed Secondary Prize Winner will participate in the Grand Prize Challenge on the field at BMO Field as outlined in Section 5 hereto.

The approximate retail value of each Secondary Prize is three hundred and fifty dollars (\$350.00 CAD).

GRAND PRIZE:

The Grand Prize shall consist of a one (1) year supply of Unico products consisting of Unico branded products having an approximate retail value of twelve hundred dollars (\$1,200.00 CAD) (specific products to be determined by Contest Sponsors).

A Prize Winner of any kind is not entitled to any difference between the actual value of a Prize and the approximate retail value stated herein.

All incidental costs and expenses associated with a Prize that are not specifically referred to herein, including (without limitation) sales taxes, ground transportation to and from any airport/arena, meals and beverages, in-flight food/beverage/entertainment, travel and medical insurance, baggage charges, gratuities, airport improvement fees, incidental and personal hotel expenses, souvenirs and items of a personal nature are not included and are the sole responsibility of the Prize Winner and his/her guest.

For any Prize for which tickets are won, the Prize Winner and his/her guest acknowledge and accept all risk of damages, injury or other loss incidental to any game for which tickets are issued, whether occurring before, during or after the game, and hereby voluntarily agree to assume the same. The Contest Sponsors reserve the right to refuse admission and/or to expel from any game and/or any other aspect of a Prize, any person whose conduct is deemed by them to be objectionable. Expulsion from a game cancels the tickets for the offending individual(s) and the individual(s) thereupon forfeit(s) all claims with respect to the tickets and associated elements of the Prize. Participation in a Prize is subject to compliance with all applicable laws, by-laws, regulations and any applicable facility or carrier rules; failure to comply may result in non-admission or expulsion from further participation in the Prize.

Each Prize must be accepted as awarded, without substitution, and is not transferrable, refundable, for resale or, where applicable, convertible to cash, except in the sole discretion of the Contest Sponsors. The Contest Sponsors reserve the right, in the event that a Prize, or any component of a Prize, cannot be awarded as described herein for any reason, to substitute the same for another prize or component of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash (where applicable) or otherwise.

The odds of winning a Secondary Prize will depend on the number of eligible Entries submitted by an Entrant and the total number of eligible Entries received from the beginning of the Contest Period up to the applicable Entry Period Closing Date. The odds of winning the Grand Prize will depend on the number of eligible Secondary Prize Winners.

(5) **WINNER SELECTION:**

Following the Contest Period, on the applicable Selection Date set out in Section 1 above, a panel of judges (comprised of members of the Contest Sponsors, located at the offices of MLSE (50 Bay Street, Suite 500, Toronto, ON)) will evaluate all eligible Entries received using the Judging Criteria outlined below.

Judging Criteria for selection will include:

- (i) Creativity and originality of Video (50%);
- (ii) Demonstration of passion for Toronto FC (50%).

In the event of a tie a random draw will be conducted among the tied Entries to determine the Selected Entrant(s).

The potential Grand Prize Winner will be selected as follows:

- o each confirmed Secondary Prize Winner will make his/her way to the field (or as otherwise instructed by the Contest Sponsors) during the half-time presentation during the Game;

- each confirmed Secondary Prize Winner will be given a challenge on the field (similar to their video submission i.e. perform another trick shot or the same trick shot);
- the first of the two Secondary Prize Winners to complete the Grand Prize Challenge successfully will be deemed the Grand Prize Winner;
- If, for any reason, a Secondary Prize Winner is not able or fails to redeem his/her Secondary Prize, Contest Sponsors reserve the right to select a replacement potential Secondary Prize Winner failing which the Grand Prize will automatically be given to the other Secondary Prize Winner.

(6) **CLAIMING YOUR PRIZE**

Each Selected Entrant will be contacted by the Contest Sponsors following his/her selection by Direct Messaging on Twitter or Instagram or, for Contest Website Entries, at the telephone number or email address on that Selected Entrant's Contest Entry Form. If a Selected Entrant cannot be contacted or fails to respond to any message within twenty-four hours (24 hours) of the first attempt of contact by the Contest Sponsors, he/she will be considered to have forfeited his/her Secondary Prize and will be disqualified and another Entrant may be selected, in the sole discretion of the Contest Sponsors, from the remaining eligible Entries until such time as contact is made with a Selected Entrant, there are no more eligible Entries, or there is insufficient time to award a Secondary Prize, whichever comes first. In the event that an alternate Entrant is required to be selected, this same Winner Selection and Claiming Your Prize process will apply to such Entrant. The Contest Sponsors will not be responsible for failed attempts to contact any Selected Entrant.

Upon successful contact with a Selected Entrant, that Selected Entrant will be required to provide certain contact information, as requested by the Contest Sponsors (e.g. full name, age, address, etc. telephone number, email address). To be declared a Secondary Prize winner ("**Winner**"), each Selected Entrant must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question posed by the Contest Sponsors, in a format of their choosing. Each Selected Entrant (and his/her guest) will also be required to sign a Declaration, Release and Waiver Form (the "**Release Form**") confirming compliance with the Official Rules, acceptance of the Prize as awarded, without substitution, and releasing the Released Parties from any liability in connection with the Prize or the Contest before being granted his/her Prize.

If a Selected Entrant does not meet all of the Contest requirements, fails to correctly answer the skill-testing question, refuses to provide the contact information requested by the Contest Sponsors or does not sign and return the Release Form to the Contest Sponsors within the time frame specified, that Selected Entrant will forfeit his/her Prize and the Contest Sponsors shall be entitled (but not obligated) to select another Entrant from the remaining eligible Entries until such time as contact is made with an Entrant or there are no more eligible Entries, whichever comes first. This process may continue until each Secondary Prize has been awarded or there is insufficient time to permit the awarding of a Secondary Prize. The Contest Sponsors are not responsible, whether as a result of human error or otherwise, for any failure to contact any Selected Entrant.

The Contest Sponsors will contact each Winner following receipt of his/her signed Release Form to arrange for delivery of the respective Prize.

GENERAL RULES

In the event of a conflict between the Official Rules and any instructions or interpretations of these Official Rules given by an employee of the Contest Sponsors regarding the Contest, these Official Rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Official Rules shall prevail, govern and control.

(7) **INDEMNIFICATION**

By submitting an Entry into this Contest, each Entrant confirms his or her understanding of and compliance with these Official Rules. Each Entrant, and his/her representatives, heirs, next of kin or assignees ("**Entrant's Representatives**"), hereby releases and holds the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the Entrant, Entrant's Representatives or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Official Rules, or in any Prize-related activity. The Entrant and Entrant's Representatives agree to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

(8) **LIMITATION OF LIABILITY**

None of the Released Parties assumes any liability for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of Entries, the selection of Winners or for any printing or other errors in any Contest materials. The Released Parties assume no responsibility for any error, omission, tampering, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or authorized access to, or alteration of Entries. The Released Parties are not responsible for any problems, viruses or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or Direct Messaging on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Entrants' or to any other person's computer related to or resulting from participating or downloading materials in the Contest.

None of the Released Parties assumes any liability for any personal injury or property damage or losses of any kind, including without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained to an Entrant's or any other person's computer equipment resulting from an Entrant's attempt to either participate in the Contest or download any information in connection with participating in the Contest or use of any website. Without limiting the foregoing, everything on any website is provided "as is" without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

(9) **CONTEST ADMINISTRATION**

All decisions regarding the Contest remain with the Contest Sponsors. The Contest Sponsors reserve the right, in their sole discretion, to modify, cancel, suspend and/or terminate any or all parts of the Contest for any reason.

The Contest Sponsors reserve the right, in their sole discretion, to disqualify any individual found to be in violation of these Official Rules. The Contest Sponsors reserve the right to refuse an Entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any attempt to tamper with the entry process, interfere with these Official Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws, and the Contest Sponsors reserve the right to seek damages and/or other relief (including attorneys' fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying Entrants from this and future contests of the Contest Sponsors. In their sole determination, the Contest Sponsors may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's associated Entries. The Contest Sponsors reserve the right, in their sole discretion, to terminate or suspend the Contest should fraud, virus, bugs, or other reasons beyond the control of the Contest Sponsors corrupt the security, proper play or administration of the Contest.

(10) **PRIVACY AND PUBLICITY RIGHTS**

By accepting a Prize, each Winner grants to the Released Parties, in connection with this Contest, the right to use his/her name, Twitter/Instagram user name, biographical information, image, photos and/or likeness and statements for programming, promotion, trade, commercial, advertising and

publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including, but not limited to, on television, video, the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

The Contest Sponsors respect your right to privacy. Personal information collected from Entrants will only be used by the Contest Sponsors to administer the Contest and, only if consent is actively given at the time of entry, to provide Entrants with information regarding upcoming promotions and/or events from the Contest Sponsors. For more information regarding the manner of collection, use and disclosure of personal information by the Contest Sponsors, please refer to the Contest Sponsors' privacy policy. The MLSE privacy policy is available at http://www.mlse.com/privacy_policy.aspx.

(11) **GOVERNING LAW**

The Contest shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without limiting the generality of the foregoing, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between any person and/or Entrant and the Contest Sponsors in connection with the Contest shall be governed by and construed and interpreted in accordance with the internal laws of the Province of Ontario, Canada, including the procedural provisions of those laws, 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 Contest Sponsors and all Entrants hereby attorn to the jurisdiction of the courts of that Province, sitting in the City of Toronto, Ontario, in respect of the determination of any matter, issue or dispute arising under or in respect of these Official Rules and/or the Contest and agree that any such determination shall be brought solely and exclusively before such courts.

The invalidity or unenforceability of any provision of these Official 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 Official 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.

Any words herein importing the masculine gender shall include the feminine gender and vice versa in both the singular and the plural.

This Contest is not in any manner sponsored, endorsed, administered by or associated with Twitter or Instagram. You are providing your information to the Contest Sponsors and not to Twitter or Instagram. By participating in the Contest, each Entrant releases and agrees to indemnify Twitter and Instagram and hold them harmless from and against any and all costs, claims, damages, (including, without limitation, any special, incidental or consequential damages), or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest related or Prize related activity, or the receipt, enjoyment, participation in, use or misuse, of any Contest or Prize related activity, whether hosted by Contest Sponsors or a third party.