

THE WaFd BANK SEATTLE SOUNDERS ARTWORK CONTEST

1) CONTEST DESCRIPTION AND PERIOD:

The WaFd Bank Seattle Sounders Artwork Contest (the "Contest") begins October 26, 2023 at 11:00 AM Pacific Daylight Time (PDT) and ends November 9, 2023 at 12 PM PDT (the "Contest Period"). The Contest is one of skill in which a participant submits Sounders themed artwork via Facebook, Instagram or X and tagging @WaFdBank or emailing giveaway@wafd.com. The top three entries will be selected by Stefan Frei, goalkeeper for the Seattle Sounders and one winner will be selected by WaFd Bank.

2) ELIGIBILITY:

The Contest is open to persons of any age who are legal residents of the state of Washington. The sponsor of this Contest is Washington Federal Bank, dba WaFd Bank (the "Sponsor"). Officers, directors, employees, contractors and agents of the Sponsor its parent companies, subsidiaries and affiliated companies, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Contest (collectively, the "Promotion Parties") and their immediate family members (parent, child, sibling, and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate. This Contest is void in all U.S. territories and possessions and where prohibited by law.

3) HOW TO ENTER:

No purchase necessary, and no entry fee, payment or proof-of-purchase necessary to participate in the Contest. You can enter the Contest by submitting your artwork entry to Facebook, Instagram, X with the tag @WaFdBank or by emailing your entry to giveaway@wafd.com, with "Sounders Fan Art Giveaway" in the subject line and your full name in the body of the email. Only one entry is allowed per social media platform or email address.

By submitting an entry, entrants represent that they have read, accept, and agree to be bound by these rules (the "Official Rules"). The name of the person entering the Contest must be the authorized account holder of the either X, Instagram or Facebook or e-mail address used to submit entry to the Contest; otherwise, the entry may be disqualified. In the event of a dispute over the identity of a winner, an entrant will be required to provide identification sufficient to show that he/she is the authorized account holder of the X, Instagram, Facebook/Email address on the entry form. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her Facebook, Instagram, X, e-mail or postal address during the Contest Period.

Automated and/or repetitive electronic submissions (including but not limited to entries made using any script, macro, bot or Contest service) will be automatically disqualified and transmissions from these or related email or IP addresses may be blocked.

4) USE OF YOUR SUBMISSION AND PERSONAL INFORMATION:

(a) Entries and other submitted material become the property of Sponsor and will not be acknowledged or returned. By submitting an entry:

(i) You represent and warrant that your entry and all elements contained therein ("Content") are your original work, have not been stolen or plagiarized, previously published or distributed in any media and that the Content has not been entered in or won previous contests or awards; and, it does not violate any copyright, trademark, publicity right, or any other right of any third party.

(ii) You agree that Content shall be, to the maximum extent eligible, a "work made for hire," under the U.S. Copyright Act, as amended, with all rights therein, including without limitation all copyright-protected works, being the property of Sponsor. Otherwise, if your entry, the Content or any element thereof is considered not to be a "work made for hire," you hereby unconditionally and irrevocably transfer to Sponsor all right, title, and interest in the it and them (including, without limitation, the copyright) in any and all media whether now known or later devised, in perpetuity, wherever produced or located, including without limitation the right to use, copy, distribute, perform, display and to create derivative works thereof for advertising, trade, commercial purposes or any other purpose.

(iii) You represent and warrant that you meet the requirements and qualifications for this Contest and that you have read these Official Rules and are fully familiar with them.

(b) You agree to indemnify, and hold Sponsor, Major League Soccer, L.L.C. and Soccer United Marketing, LLC, Seattle Sounders, LLC d/b/a Seattle Sounders FC and their respective officers, directors, employees, contractors, agents and representatives ("Indemnitees") harmless from and against any third party claim (including reasonable attorneys' fees and costs) arising from any use of the Content. You waive (i) any right to publicity, privacy or moral rights relating to the Content or your participation in this Contest, and (ii) any right to inspect or approve uses of the Content or to be compensated for any such uses. To the extent these rights may not be waived legally, you agree not to assert them.

(c) By submitting an entry, you grant Sponsor and its affiliated companies for a period of three (3) years from the end of the Contest Period, the right to use your name, likeness, picture, address (city and state), e-mail address, voice, biographical information, submission/entry and written or oral statements, for advertising and

promotional purposes in promoting or publicizing the Contest, Sponsor and its goods and services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, rights of integrity or attribution, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, image, picture, likeness, voice, address (city and state), e-mail address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies and agents for all entrants in the Contest, including the entrant who is selected as the prize winner and those entrants who are not selected. Sponsor shall have no obligation to use the winning entry or any other entry for any purpose.

(d) Your entry shall not: (1) contain trademarks or copyrighted material not owned by entrant or used without permission (including, but not limited to, company names and other brand names); (2) use individuals' names in whole or in part without permission; (3) contain profanity, pornographic, or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content; (4) refer to public figures; (5) defame, misrepresent, or contain disparaging remarks about other people or companies, including, but not limited to Sponsor; (6) promote a political agenda regardless of the political affiliation; or (7) contain materials embodying the names or other identifying elements of any person, living or dead, without permission.

Sponsor and/or Sponsor's designated representatives, retain the right to review all entries received and to only post those entries on its Facebook, X, Instagram or website, that conform to these Official Rules as determined by the Sponsor and/or its designated representatives in their sole discretion. Entries that do not so comply will be disqualified from the Contest and may not appear on the Website. All decisions of the Sponsor are final and binding.

Any entry information collected from the Contest shall be used only in a manner consistent with these Official Rules and the consent given by entrants at the time of entry and/or at the time a prize is awarded, and with Sponsor's then-current privacy policy.

5) WINNER SELECTION:

Entries will be judged by Stefan Frei and WaFd Bank based on three equally weighted criteria: (i) creativity, (ii) originality, and (iii) style savvy. One entry will be selected as the winner.

The Sponsor's decisions are final and binding in all matters relating to this Contest.

NOTE: BY WINNING THIS CONTEST THERE IS NO GUARANTEE THAT YOUR SUBMISSION WILL BE USED BY SPONSOR OR OTHERWISE. Prizes will be awarded provided a sufficient number of qualified eligible entries are received. Non-winning and/or ineligible entrants will not be contacted. Should a winner decline the prize offered for any reason or no reason, the second place entry selected by WaFd Bank will be deemed the winner.

6) PRIZES:

The winner will receive a Sounders goalkeeper jersey autographed by Stephen Frei. The estimated value of the prize is \$250. The prize will be mailed to the winner.

We reserve the right to substitute a prize of equal or greater value in the event that the original prize becomes unavailable. All taxes, duties, fees and any other costs related to the prize not specifically stated within these Official Rules are the sole responsibility of the winner.

7) WINNER NOTIFICATION AND PRIZE FULFILLMENT:

You will be notified within approximately ten (10) after the judge picks the winner, via Facebook/X/Instagram/Email, if and only if you win the prize. Any winner notification returned either electronically, or as undeliverable without a forwarding address, will result in prize forfeiture and an alternate winner may be selected at Sponsor's discretion. Winner has five (5) days to respond to the notice from Sponsor. If no response is received within the five day period, an alternate winner will be chosen. Potential winners may be required to sign and return to Sponsor an Affidavit of Eligibility/Talent & Liability Release which shall include, among other things, a "work for hire" agreement and (where lawful) a publicity release, for receipt by Sponsor by the due date indicated in the notification letter. If any required documents are not promptly returned, for any reason or no reason, then the prize may be forfeited and an alternate winner will be selected at Sponsor's discretion.

8) CONDUCT:

This Contest is subject to the laws of the United States. By entering this Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. These Official Rules are accessible from <https://www.wafdbank.com/about-us/wafd-sports/sounders-fc> throughout the Contest Period. Failure to comply with these Official Rules may result in disqualification. Entry submissions cannot defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. Modifying, enhancing or altering a third party's pre-existing work does not qualify as Entrant's original creation. If the entry submitted contains elements not owned by the Entrant, Entrant must be able to provide legal releases ("Releases") for such use including Sponsor's use of such entry, in a form

satisfactory to the Promotion Parties. Promotion Parties are not responsible for typographical errors or any other errors in entries submitted. By submitting an Entry, each Entrant represents and warrants that it is wholly original with her/him, she/he owns all right, title and interest in and to the Entry, that she/he has committed no fraud or deception in connection with such Entry, and that she/he has the sole and exclusive right to grant, transfer and assign all rights in and to such entry to the Promotion Parties. Promotion Parties assume no responsibility for any third party use of any material submitted in connection with the Contest.

Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Contest; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9) ISSUES OF LAW:

(a) Taxes. ALL FEDERAL, STATE, AND LOCAL TAXES RELATING TO PARTICIPATION IN THIS CONTEST OR THE AWARDING OF THE PRIZES ARE THE RESPONSIBILITY OF THE PRIZE WINNER.

(b) Governing Law. All federal, state and local laws and regulations are applicable. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, these Official Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different state. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Seattle, Washington and hereby waive any objection to such jurisdiction and venue. Any claim or cause of action arising out of or related to this Contest or these Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

(c) Severability. If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted

by law and the Sponsor's fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

(d) Important Disclaimers and Limitations.

There are NO WARRANTIES express or implied made by Sponsor and, additionally, no implied indemnities of any kind.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPONSOR, ITS AGENTS, REPRESENTATIVES AND CONTRACTORS HEREBY DISCLAIM ANY WARRANTIES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR ANY IMPLIED INDEMNITIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT SPONSOR HAS NOT MADE, AND YOU ARE NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU REGARDING THE VALUE OF THIS CONTEST OR THE ODDS OF YOU BECOMING A FINALIST OR A WINNER, OR ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, PRODUCTS, SERVICES AND RELATED GRAPHICS USED IN CONNECTION WITH THE CONTEST, THESE OFFICIAL RULES OR ANY WEBSITES. ALL DATA, INFORMATION, PRODUCTS, SERVICES AND GRAPHICS RELATED TO THE CONTEST, THESE OFFICIAL RULES AND ANY WEBSITES ARE PROVIDED "AS-IS, WHERE-IS" WITHOUT TECHNICAL SUPPORT OF ANY KIND.

IN NO EVENT SHALL SPONSOR, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST PRIZES) RELATED TO THE CONTEST. THESE OFFICIAL RULES, THE PERFORMANCE OR BREACH OF THESE OFFICIAL RULES BY SPONSOR, THE USE OR EXPLOITATION OF ANY CONTENT, OR OTHERWISE, EVEN IF SPONSOR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

CONTEST PARTICIPANTS AGREE AND UNDERSTAND THAT THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES AND THE CONTEST REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN SPONSOR, THE PROMOTION PARTIES AND THE RELEASE PARTIES (SEE SECTION 10, BELOW), ON THE ONE HAND, AND PARTICIPANTS, ON THE OTHER. SPONSOR COULD NOT PUT ON THIS CONTEST "BUT FOR" PARTICIPANTS' AGREEMENT AND COMPLIANCE WITH THESE OFFICIAL RULES AND SPONSOR IS RELYING ON EACH PARTICIPANT'S

COMPLIANCE WITH THE OFFICIAL RULES TO ENSURE THAT THE CONTEST IS RUN IN ACCORDANCE WITH APPLICABLE LAW.

Promotion Parties assume no responsibility or liability for (1) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (2) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (3) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (4) inaccessibility or unavailability of the Internet or any combination thereof, or; (5) any injury or damage to participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest or download any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part.

10) RELEASE:

All entrants and winners, as a condition of entry into the Contest, agree to release Washington Federal Bank and the Indemnitees and their directors, officers, parent, subsidiaries and affiliated companies, contractors, agents, representatives, suppliers, printers, application developers, advertising, promotional or judging agencies (the "Released Parties"), from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Contest page; submitting an entry or otherwise participating in any aspect of the Contest; the receipt, ownership or use of any prize awarded; preparing for, participating in any Contest-related or prize-related activity, or any typographical or other error in these Official Rules or the announcement of offering of any prize. The Released Parties are further not liable for damage to an entrant or user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. Sponsor reserves the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted.

Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of any prize. Except where otherwise prohibited by law, winners grant to Sponsor the right to print, publish, broadcast and use

worldwide in any media now known or hereinafter known (including without limitation use online or through Sponsor's various websites) the winner's entry, name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

11) WINNERS LIST:

To request the names of the winners (available after November 10, 2023) send an e-mail with subject line: "WaFd Bank Seattle Sounders Artwork Contest Winner" to giveaway@wafd.com. Requests must be received no later than November 16, 2023.

12) SPONSOR:

Washington Federal Bank's trademarks are protected under United States and international laws. All other trademarks are used by permission of their respective owners.