

**TORONTO FC SEASON SEAT HOLDER RENEWAL CONTEST (the "Contest")
RULES & REGULATIONS (the "Contest Rules")**

1. Eligibility: The following are eligible to participate in the Contest:

All 2009 Toronto FC season seat holders of record ("**Account Holders**") who:

(a) Renew their Toronto FC season seats (equal or greater value per seat, and of equal number as their season seats for the 2008/09 season) for the 2010 season and make a 100% non-refundable payment of the cost of their 2010 season seats for receipt by MLSE no later than October 1, 2009 ("**Entry Method (a)**"); or

(b) Renew their Toronto FC season seats (equal or greater value per seat, and of equal number as their season seats for the 2009 season) for the 2010 season and make a 20% non-refundable payment of the cost of their 2010 season tickets for receipt by MLSE no later than October 1, 2009 ("**Entry Method (b)**"); or

(c) by mailing, (for receipt on or before October 1, 2009) postage prepaid, a 1,000 (or more) word original essay (typed, not handwritten) about their favourite 2009 Toronto FC moment, including their name, address, daytime phone number, season ticket account number, and e-mail address to "Toronto FC Season Seat Holder Renewal Contest", BMO Field 170 Princes' Blvd., Toronto, Ontario, M6K 3C3 Attention: Ticketing ("**Entry Method (c)**").

Entries associated with any of the following shall be excluded from entry and not qualify: (i) payment made with an NSF cheque; (ii) unauthorized credit card payments; or (iii) payments made with lost, stolen or fraudulent credit cards. All regular ticket charges (including, without limitation, Ticketmaster charges, service charges and ticket terms of use and conditions apply). Maple Leaf Sports & Entertainment ("**MLSE**") will not be responsible for lost, late, incomplete, illegible, damaged, destroyed, postage due, or misdirected entries. All entries shall become the property of MLSE and will not be returned. By entering this Contest, entrants agree to abide and be bound by the Contest rules and the decisions of MLSE, which are final with respect to all matters relating to the Contest.

(Entries received by way of Entry Methods (a), (b) and (c) above are each hereinafter referred to as an "**Entry**" and collectively as the "**Entries**"). Only one Entry is permitted per Account Holder.

The following are not eligible to participate in the Contest:

(i) Employees, shareholders and directors of MLSE, Toronto FC (collectively, the "**Contest Sponsors**"), and Major League Soccer L.L.C. ("**MLS**"), and its Member Teams, Soccer United Marketing, L.L.C. ("**SUM**"), MLS Canada ULC, and each of their respective affiliated or related entities, agents, advertising or promotional agencies, other suppliers providing prizes or other materials or services in connection with this Contest, immediate family members of the above, and anyone domiciled with any of the above;

(ii) Account Holders who are individuals and who are not residents of Ontario; and

(iii) Account Holders other than individuals who do not have offices in the Province of Ontario.

Entries must be received by MLSE on or before October 1, 2009, 11:59pm (the "**Contest Close Date**") to be eligible to win a Prize.

2. Prize

There is one (1) Prize available to be won (hereinafter referred to as the “**Prize**” or the “**Road Trip Prize**”). All eligible Entries received are eligible to win the Prize.

The Road Trip Prize is as follows:

A trip for two (2) to a Toronto FC road game consisting of:

- Return air travel for two (2) on the commercial flight taken by the Toronto FC team to see Toronto FC play New York in New Jersey on October 24, 2009
- Two (2) nights standard hotel accommodation (one room, double occupancy, selected by MLSE) in or around the destination city;
- Two (2) game tickets to watch the Toronto FC play New York Red Bulls (specific seating to be determined by MLSE).

ARV \$1,200 CDN. Road Trip Prize winner is not entitled to any difference between actual and stated value of Prize. Odds of winning the Road Trip Prize depends on the number of eligible Entries received via Entry Methods (a), (b) and (c) prior to the Contest Close Date.

The potential Road Trip Prize winner and their guest must travel together on the same itinerary on the dates required by MLSE or the Road Trip Prize may be forfeited. The potential Road Trip Prize winner and guest must be able to travel on the dates and at the times designated by MLSE or such prize will be forfeited and may be awarded to an alternate winner. Road Trip Prize winner and designated guest must participate in all aspects of the Road Trip Prize (ie, winner cannot have a different guest for different aspects of the Road Trip Prize). All travel arrangements, accommodation, scheduled events and other aspects of the itinerary will be arranged by MLSE in its sole discretion. The Road Trip Prize winner and guest are solely responsible for any costs or expenses not specifically described above as included in the Road Trip Prize, including, but not limited to, ground transportation to and from winner’s residence/hotels/airports/arena travel and/or medical insurance, meals, drinks, gratuities, taxes, airport improvement fees and all incidental and personal expenses.

The Potential Road Trip Prize winner and guest must follow all directions of MLSE. Failure to do so may result in termination of their participation, or continued participation, in the Road Trip Prize. Once the travel itinerary has been finalized between the potential Road Trip Prize winner and MLSE, no changes can be made unless approved by MLSE. The potential Road Trip Prize winner and their guest must be 18 years of age old or over at the time of the Road Trip Prize execution to participate. The potential Road Trip Prize winner and guest are responsible for all required travel documentation including a valid passport and must be free from any legal restrictions on their ability to travel or otherwise participate in the Road Trip Prize. The potential Road Trip Prize winner and guest must hold and present proof of valid passports within forty-eight (48) hours of Prize notification. Failure to produce such documentation within the forty-eight (48) hour period may result in the disqualification of the potential Road Trip Prize winner, and MLSE may select a new potential Road Trip Prize winner. MLSE is not responsible for any costs, expenses or inconveniences if Road Trip Prize winner and/or guest are denied entry into the United States. The Road Trip Prize winner may be required to present valid major credit card in Road Trip Prize winner’s name upon hotel check-in to cover any expenses incurred above and beyond standard room charges. Flights are not eligible for collection of any loyalty points.

3. Draw

One random draw will be held from all eligible Entries that are received by MLSE. The Prize draw will take place at 1:00 pm on October 2, 2009 at the offices of Toronto FC located at 170 Princes’ Blvd., Toronto, Ontario.

The selected entrants will be contacted within twenty-four (24) hours following the drawing either by telephone or by e-mail at the telephone number or e-mail address as provided on their 2009/10 Season Seat Holder Renewal Form or their mail-in entry, as is applicable. If contact cannot be made within 48 hours of initial attempt at contact by MLSE, that entry will be disqualified and MLSE may select another eligible Entry. MLSE is not responsible, whether as a result of human error or otherwise, for any failure to contact any potential winner.

Before being awarded the Prize, each selected Entrant will be required to: (i) correctly answer, unaided, a time-limited mathematical skill-testing question to be administered by MLSE; (ii) confirm his/her eligibility; (iii) sign a Declaration and Release Form provided by MLSE; and (iv) otherwise comply with all other Contest Rules and conditions. If the potential winner does not meet all of the Contest Rules and conditions, fails to answer the skill-testing question correctly or refuses or fails to sign and return the declaration and release form within the timeframe specified by MLSE, they will forfeit receipt of the applicable Prize.

Prior to receiving the Prize, entrants (and their guest) must execute a Declaration and Release form releasing the Contest Sponsors, MLS, and its Member Teams, SUM, MLS Canada ULC, and each of their respective affiliated or related entities, agents, advertising or promotional agencies, other suppliers providing prizes or other materials or services in connection with this Contest and each of their respective parent companies, subsidiaries and affiliated companies and each of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "**Released Parties**") from any and all liability in connection with this Contest or the acceptance or use of the prize sponsored in this Contest.

4. General Rules:

This Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations.

By participating in the Contest, entrants agree to hold harmless the Released Parties against any and all liability, damages or causes of action (however named or described) with respect to or arising out of: (i) entrant's participation in the Contest, (ii) the receipt or use of the prizes awarded therein; and (iii) the administration of the Contest and distribution of the prizes awarded therein.

By participating in the Contest, each Entrant grants the Released Parties, the right to the use of his or her name, likeness or photograph without compensation in any publicity or for promotional purposes carried out by the above parties.

The Prize must be accepted as awarded and is non-transferable and cannot be exchanged for cash or otherwise. Prizes will be awarded to the Account Holder of record with MLSE only and may not be transferred to or redeemed by any other party. The identity of the Account Holder of record will be determined by MLSE in its sole discretion. MLSE's decisions and determinations in all cases will be final and binding. In cases where the Account Holder of record is a corporation or legal entity other than an individual, prizes will only be released to a party who has the legal authority to bind the corporation or such other legal entity.

MLSE reserves the right to substitute prizes of equal or greater value and/or to terminate, modify or withdraw this Contest, in whole or in part (including altering the manner in which the prizes are distributed), at any time, without prior notice for any reason including, but not limited to, the delay or cancellation of the Major League Soccer game(s) for which the Prize is awarded, or if viruses, bugs, tampering or other causes beyond MLSE's control affect the administration, security, fairness or proper play or conduct of the Contest. In the event a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise. Further, MLSE reserves the right to disqualify any person and void any entries of that person who it believes has tampered with the entry process or any other component of the Contest, whose

conduct or action affects the administration, security or fairness, integrity or proper conduct of the Contest, or who fails to meet or abide by the Contest Rules and conditions.

MLSE does not assume any responsibility for tampering, theft, defects, viruses, human errors including negligence, deletions, technical or telephone, computer line, network, server, access providers, computer equipment or software problems, undeliverable messages, computer errors, lost, misdirected, late or incomplete entries or inaccurate capture of information or any online difficulties that may result in damage or malfunction the computer or the failure of MLSE to process any entry and otherwise award any prize. Nor is responsibility assumed for printing errors appearing in these rules or related Contest materials. In addition, MLSE will not assume any responsibility of any nature whatsoever in all cases where their inability to hold the Contest or to remit the prizes to the winners results from a cause beyond their control, including Acts of God, weather conditions, strike, lock-out or other labour dispute. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should an attempt be made, MLSE reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.