

## 2018 RED SOX FOUNDATION "ULTIMATE RED SOX RAFFLE" OFFICIAL RULES

**PURPOSE & NET PROCEEDS:** The Red Sox Foundation, Inc. (hereafter known as "Sponsor" or "Red Sox Foundation"), the official charity of the Boston Red Sox Baseball Club (the "Red Sox") and a Section 501(c)(3) tax-exempt charitable organization, is sponsoring a single-prize chance drawing ("Raffle") to be conducted on Red Sox Foundation website <http://www.redsoxfoundation.org> (the "Website") during a time period beginning on August 6 2018 and ending after the Final Ticket (defined below) is sold (the "Entry Period"). There shall be not more than one hundred (100) tickets sold in total and the Final Ticket shall be the last of these tickets sold (the "Final Ticket").

The Red Sox Foundation's share of the net proceeds will benefit the programs operated by the Red Sox Foundation and charitable donations made by the Foundation, including programs that support recreational, educational, health and social services for children and families in need throughout Florida, with a focus on Lee County.

**OFFICIAL RULES:** By selecting "submit" while purchasing a Raffle Ticket or any request for and receipt of a Raffle Ticket constitutes the entrant's full and unconditional agreement to and acceptance of these rules, terms and conditions, including all entry requirements. All entrants agree to be bound by these Official Rules and by the decisions of the Sponsor, which shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, state and local laws.

**ELIGIBILITY TO ENTER:** At time of entry, entrants must be at least 18 years of age. Sponsor has the right to request photo identification from any person desiring to enter the Raffle. Raffle is void where prohibited by law, rule or regulation.

The following persons are NOT ELIGIBLE to participate in the Raffle or to win the Prize: employees, officers, directors, shareholders, members, agents and consultants of the Red Sox Foundation, the Boston Red Sox, Fenway Sports Group, NESN, any MLB Entity (collectively, the "Ineligible Parties"), and any parent, subsidiary, affiliated entity, advertising agency, promotion agency or Immediate Family of any Ineligible Party. "MLB Entity" means, collectively, the Major League Baseball Clubs, the Office of the Commissioner of Baseball, MLB Advanced Media, L.P., Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., doing business as Major League Baseball International, and Major League Baseball Advanced Media. "Immediate Family" means spouses, parents, grandparents, children, grandchildren, and any spouses of the foregoing.

**RAFFLE ENTRIES:** To enter the Raffle, an eligible entrant must purchase and receive during the Entry Period from the Website an official raffle ticket ("Ticket") for the Raffle. Each Ticket will bear a unique identification number ("Ticket Number") and those numbers shall be used to determine the winner of the Raffle. Tickets may only be obtained for this Raffle and may not be obtained for future Raffles. The price for Tickets is \$75 per Ticket (the net total amount of all such Ticket purchases made during the Entry Period in connection with the receipt of Tickets, as determined by the Sponsor in its sole discretion, being hereinafter referred to as the "Raffle Proceeds"). No portion of a contribution made in connection with receipt of a Ticket may be deducted as a charitable contribution for federal income tax purposes.

Official Rules are available on [redsoxfoundation.org](http://redsoxfoundation.org) and should be read before obtaining Tickets. Sponsor shall be the sole judge of the validity and eligibility of all entries. Entries generated by other

automated or mechanical means are void. Entries which are or appear to be tampered with are void. All Ticket distributions shall be final, and no replacements or refunds of voluntary contributions will be issued by Sponsor. Based on Sponsor's determination, Tickets distributed through means that are not in compliance with these rules may be considered void and ineligible for the Prizes.

**TRANSFER OF RAFFLE ENTRIES:** Persons who obtain Tickets may opt to give away their Tickets to others, but in doing so they give up any claim they might otherwise have to the Prize if they surrender a winning Ticket. Tickets may be given away to persons who are under 18 years of age, but only individuals who are 18 years of age or older may claim or win the Prize. Holders of Tickets may not sell their Tickets to other parties, and may not knowingly give such Tickets away to others for the purpose of allowing those other parties to sell such Tickets. All Tickets which have been transferred or sold in violation of these Official Rules shall be void.

**DRAWING & NOTIFICATION OF POTENTIAL WINNER:** The winning Ticket Number ("Winning Number") for the Raffle Prize will be selected in a random drawing from eligible entries received during the applicable Entry Period (the "Drawing"). **The Drawing will be held via the Sponsor's Facebook Live page (<https://www.facebook.com/JetblueParkatFenwaySouth/>) at a time after the sale of the final Ticket determined by Sponsor in its sole discretion.** The holder ("Potential Winner") of the Ticket bearing the Winning Number ("Winning Ticket") need NOT be present in person at the Drawing in order to win the Prize.

Sponsor shall make commercially reasonable efforts to find and notify Potential Winner. If no Official Winner (defined below) is found within thirty (30) days of Drawing the Prizes shall be forfeited. Forfeited Prizes may be retained by the Red Sox Foundation for charitable use.

**DETERMINATION OF OFFICIAL WINNER:** Sponsor shall have the sole discretion to determine whether any Potential Winner is an official winner of a Prize (an "Official Winner"). Sponsor's decision concerning the identity of all Official Winners shall be final and binding. To become an Official Winner: (1) a Potential Winner must be eligible to participate in the Raffle under these Official Rules and must not be in violation of these Official Rules as determined in Sponsor's sole judgment; (2) that Potential Winner must contact or be contacted by Sponsor by the deadline specified above under "DRAWING & NOTIFICATION OF POTENTIAL WINNER"; (3) that Potential Winner must execute and return to Sponsor an affidavit of eligibility and publicity/liability release on a form to be provided by Sponsor; and (5) that Potential Winner must submit a completed W-9 tax form and two forms of identification (to satisfy the IRS requirements necessary to complete the annual W-2G form). If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if Sponsor is unable for any reason to identify the holder of the Winning Ticket, then that Potential Winner will be deemed disqualified.

**PRIZE:** Upon compliance with these Official Rules, the Official Winner shall be entitled to receive the following (collectively, the "Prizes");

- i. Four (4) tickets in the Green Monster seating section in Fenway Park determined by the Sponsor for a mutually agreed upon regular season Red Sox home game at Fenway Park during the 2019 Major League Baseball season, excluding Opening Day and any games against the Yankees (the "Green Monster Tickets").

- ii. Four (4) tickets in the grandstand seating section of Fenway Park determined by the Sponsor for the next regular season Red Sox home game at Fenway Park during the 2019 Major League Baseball season immediately following the Green Monster Tickets game, excluding any games against the Yankees.
- iii. Four (4) round-trip vouchers for any regularly scheduled JetBlue flight, including international flights. JetBlue Blackout dates will be applied to round-trip vouchers and vouchers are subject to applicable JetBlue restrictions.
- iv. Dinner for four (4) on a mutually agreed upon date at the State Street Pavilion at Fenway Park.
- v. Two (2) night stay for four (4) at Hotel Commonwealth located at 500 Commonwealth Avenue, Boston, MA 02215 on a mutually agreed upon date. Hotel Commonwealth accommodations are subject to applicable Hotel Commonwealth restrictions.

A Potential Winner must provide Sponsor with all tax identification information required by federal, state or local law and, where applicable, provide Sponsor with payment for any required withholding taxes due prior to that Potential Winner's receipt of the Prize.

Upon Official Winner's compliance with these Official Rules, including the verification requirements listed above under "DETERMINATION OF OFFICIAL WINNER," Sponsor shall make commercially reasonable efforts to provide Official Winner with Prizes. If the Prize was more than \$600, the Raffle Winner will receive on or before January 31st of the immediately following calendar year a W-2G federal income tax form setting forth the amount of the Prize and the Withholding Amount (if any).

**PRIZE RESTRICTIONS AND ODDS:** The Prize is not transferable or assignable and cannot be substituted for another prize. Any and all taxes, fees, and other costs including but not limited to federal and, if applicable, state and local income and withholding taxes that may arise and be due or asserted on the value of the Prize are the sole responsibility of the Official Winner. Odds of winning depend on the number of eligible entries received.

**PUBLICITY RELEASE:** The Official Winner agrees that acceptance of the Prize grants to Sponsor and Sponsor's designees and affiliates, including the Red Sox, the right to print, publish, broadcast, and use worldwide and on the Internet, in any media now known or hereafter developed at any time or times, the Official Winner's name, portrait, picture, voice, likeness, biographical information, and Prize information for any purpose, including but not limited to in advertisements, trade and promotional purposes, publicity, and other communications without additional compensation, in perpetuity, without notice, review, or approval, except where prohibited by law.

**GENERAL CONDITIONS:** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) Tickets which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession; (2) Tickets that have been or may have been tampered with or resold in violation of these Official Rules; (3) Tickets, payments, communications or prize deliveries that are delayed, misdirected, undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability or use of any network, server, ISP, website, Internet connection, computer, telephone, cable or satellite modem or connection, hand held mobile device or any other computer equipment or connection, whether or not caused by site users, tampering,

hacking, or by viruses, worms, or malfunctions affecting a network, server ISP or any equipment or programming used in or associated with the Raffle; (4) the inability of a participant or prospective participant to connect or stay connected to the Internet, to log on to any website, or to participate in or complete any online communication or activity related to the Raffle; (5) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle including without limitation Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Tickets, identifying Potential Winners, determining Official Winners, or announcing or delivering the Prize; (collectively, as described in clauses (1) through (5), "Errors"); or (6) any injury or damage to any person's computer equipment related to or resulting from participation in this Raffle, the use of any website associated with the Raffle, or the downloading of any materials from such website(s). Anyone who tampers with or abuses the downloading of any aspect of the Raffle or associated website, as determined in Sponsor's sole judgment, will be disqualified from participation in the Raffle and if applicable, will be deemed to have forfeited all claims to any Prize.

If any portion of the Raffle is compromised, in Sponsor's sole judgment, by a virus, worm, bug, nonauthorized human intervention or other cause which, in Sponsor's sole judgment, corrupts or impairs the administration, security, fairness or proper play of the Raffle, or the proper submission or capture of Tickets (collectively, a "Compromising Event"), then Sponsor reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle, and to select winners from all eligible, non-suspect Tickets received before the known occurrence or discovery of such Compromising Event.

**RELEASE OF LIABILITY:** Entrants, by participation in the Raffle, agree that the Red Sox Foundation, the Boston Red Sox, Fenway Sports Group, NESN, Baseball Advanced Media, MLB and all MLB Entities, each of their respective parents, affiliates, subsidiaries, partners, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, members, consultants and agents (collectively, the "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for injuries, losses, cost, expenses or damages of any kind, including damages for death, personal injury, property damage or property loss, or other harm resulting from, whether in whole or in part or directly or indirectly, participation in this Raffle, the acceptance, possession, misuse, non-use or use of any Ticket or Prize, these Official Rules and the application thereof, all means of Raffle ticket distribution, Raffle processes, and/or the Raffle Drawing.

**COPYRIGHT:** All Raffle materials are copyrighted by Sponsor, and may not be copied, reproduced or used for any purpose without Sponsor's express prior written consent.

**GOVERNING LAW; SEVERABILITY:** The Raffle and these Official Rules shall be subject to and governed by the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that might otherwise cause the application of the laws of any jurisdiction other than the State of Florida. Any action seeking legal or equitable relief arising out of or relating to any Raffle or these Official Rules shall be brought only in the courts of the State of Florida located in Lee County.

If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances,

shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.

**DEPOSITING RAFFLE TICKETS OR RELATED MATERIALS IN THE FEDERAL MAILED MAIL MAY BE A VIOLATION OF FEDERAL LAW AND COULD LEAD TO CRIMINAL PENALTIES.**

**SPONSOR:** The Sponsor of the Raffle is The Red Sox Foundation, Inc., 4 Jersey Way, Boston, MA 02215. Nonprofit Tax ID Number 33-1007984. Florida Registration Number CH31807.

A COPY OF SPONSOR'S OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE FLORIDA DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE, 1-800-435-7352. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.