

**OFFICIAL RULES FOR  
2019 RED SOX FOUNDATION 50/50 RAFFLE**

**OFFICIAL RULES:** By participating, entrants agree to be bound by these Official Rules and by the decisions of the Red Sox Foundation, which shall be binding and final as to all matters related to the 50/50 Raffle (“Raffle”). The Raffle is subject to all applicable federal, state and local laws.

**SPONSOR:** The Red Sox Foundation, 4 Jersey Street, Boston, MA 02215. Nonprofit Tax ID Number 33-1007984.

**NET PROCEEDS:** The Net Proceeds from the Raffle will be split evenly between the Prize for the Winner and the Red Sox Foundation. “Net Proceeds” means the gross receipts from the conduct of the Raffle, less 12% of gross receipts that cover the Foundation’s reasonable administrative expenses (including reasonable sums expended for license fees and other reasonable operating expenses directly related to the Raffle). All of 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, with a focus on programs in New England and Lee County, Florida.

**PRIZES (ONE WINNER PER GAME):** Winner will receive fifty percent (50%) of that game’s Net Proceeds (“Prize”).

**ELIGIBILITY TO ENTER:** During the dates and times and other details specified below, **Raffle tickets MAY BE PURCHASED ONLY BY PERSONS 18 YEARS OR OLDER and who are LOCATED WITHIN THE COMMONWEALTH OF MASSACHUSETTS AT THE TIME OF PURCHASE**, in accordance with these Official Rules. Raffle tickets may NOT be purchased by anyone under the age of 18, regardless of location or method of purchase. Tickets are available for purchase IN PERSON by anyone 18 years and older, REGARDLESS OF THEIR STATE OF RESIDENCE. The Raffle ticket sales locations include Fenway Park, other Massachusetts locations, and on-line sales limited to persons located in Massachusetts at the time of purchase. This Raffle is void wherever prohibited by law.

The following persons are NOT ELIGIBLE to participate in the Raffle or to win any Prize: employees, officers, directors, shareholders, members, agents and consultants of The Red Sox Foundation, the Boston Red Sox, any other MLB Entity (as defined below), NESN, 5050 Central-Delaware, Inc., and Red Sox Foundation volunteers with respect to a Raffle held during a game or other event at which the person is assisting (collectively, the “Ineligible Parties”), and any parent, subsidiary, affiliated entity, advertising agency, promotion agency and immediate family members of any Ineligible Party. “Immediate family members” means spouses, parents, grandparents, children, grandchildren, and siblings (and any of their respective spouses) of an Ineligible Party. The “MLB Entities” shall mean the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils,

MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs (“Clubs”), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities (each, an “MLB Entity”).

**PURCHASING RAFFLE ENTRIES:** The minimum purchase price of raffle ticket is \$5. The price points for the Raffle are as follows: 3 numbers, or chances to win, for \$5; 10 numbers for \$10; or 60 numbers for \$20. Raffle tickets will be available for purchase in person by eligible persons (see “ELIGIBILITY TO ENTER” above). Official Rules are available at points of sale within Fenway Park and should be read before ticket purchase. They will also be posted on [www.redsoxfoundation.org](http://www.redsoxfoundation.org).

**ONLINE RAFFLE TICKET PURCHASES:** Eligible persons located in Massachusetts at the time of purchase may purchase raffle tickets on-line by visiting [www.redsox.com/5050](http://www.redsox.com/5050) and following the directions to purchase and print raffle tickets. To be valid, a raffle ticket purchased online must be downloaded from the website and printed by the eligible entrant at the time of purchase. All online purchases are subject to, and will be treated in a manner consistent with, Major League Baseball’s website (MLB.com) Terms of Use, which may be viewed at: [http://mlb.mlb.com/mlb/official\\_info/about\\_mlb\\_com/terms\\_of\\_use.jsp](http://mlb.mlb.com/mlb/official_info/about_mlb_com/terms_of_use.jsp), and Privacy Policy, which may be viewed at: [www.mlb.com/privacy](http://www.mlb.com/privacy). Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on an e-mail address, the winning entry will be declared made by the Authorized Account Holder (defined below) of the e-mail address submitted at the time of entry provided he/she is eligible according to these Rules. The “Authorized Account Holder” is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address.

**RAFFLE TICKETS ARE NONDEDUCTIBLE:** No portion of the Raffle ticket price may be deducted as a charitable contribution for federal income tax purposes.

**NUMBER OF RAFFLE TICKETS:** There is no minimum number of \$5, \$10, or \$20 tickets that must be sold.

**TRANSFER OF RAFFLE ENTRIES:** Persons who purchase Raffle tickets at Fenway Park or other designated in person sales locations may opt to give away their raffle tickets to others, but in doing so they give up any claim they might otherwise have to the Prizes if they surrender a winning Raffle ticket. Raffle tickets purchased in person 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 a Prize. The Raffle is being conducted pursuant to a raffle permit issued to Sponsor by the City of Boston. Purchasers of Raffle tickets may not re-sell their Raffle tickets to other parties, and may not knowingly give such Raffle tickets away to others for the purpose of allowing those other parties to re-sell such Raffle tickets. All Raffle tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell Raffle

tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize.

**DRAWING:** Potential winners will be selected in a random computer generated drawing from eligible Entries received (the “Drawing”). **The Drawing will be held at Fenway Park in Boston, MA during that game’s seventh inning.** If for any reason whatsoever the Drawing cannot be held in the 7<sup>th</sup> inning, it will be held within an hour of the game being officially postponed/cancelled. If the computer generated equipment fails, the drawing will be done manually for that day’s ticket sales during the 7<sup>th</sup> inning. The winning Raffle ticket numbers will be posted by Sponsor on the Fenway Park videoboard. The winning ticket numbers will also be posted on redsoxfoundation.org within 24 hours of the drawing and will remain posted on the website for 30 calendar days. As provided below under “NOTIFICATION OF POTENTIAL WINNERS,” owners of winning Raffle ticket numbers have 30 calendar days from the date of the drawing to claim their Prize. Purchasers forfeit their prize if they do not present the winning ticket to the Red Sox Foundation within 30 calendar days. Forfeited prizes will be retained by the Red Sox Foundation for charitable use. The Red Sox Foundation shall have no obligation and shall not contact potential winners.

**POTENTIAL WINNERS MUST CONTACT SPONSOR:** Owners of eligible entries need not be present in person at the Drawing in order to win. **EACH POTENTIAL WINNER MUST CONTACT SPONSOR DIRECTLY TO BEGIN THE PROCESS REQUIRED TO CLAIM HIS/HER PRIZE NO LATER THAN THIRTY CALENDAR DAYS AFTER THE WINNING NUMBER WAS SELECTED BY APPEARING IN PERSON AT SPONSOR’S OFFICES AT 4 JERSEY STREET, BOSTON, MA WITH THEIR WINNING RAFFLE TICKET WEEKDAYS BETWEEN THE HOURS OF 11 AM AND 3 PM, OR BY SENDING AN EMAIL CONTAINING THAT POTENTIAL WINNER’S CONTACT INFORMATION TO RAFFLE@REDSOX.COM DURING SAME TIMEFRAME TO MAKE ARRANGEMENTS SO SPONSOR MAY INSPECT AND VERIFY EACH CLAIMANT’S RAFFLE TICKET. TICKETS MUST BE PRESENTED WITHIN 30 CALENDAR DAYS FOR VISUAL INSPECTION AND VALIDATION.**

**DETERMINATION OF OFFICIAL WINNER(S):** Sponsor shall have the sole discretion to determine whether each 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 Sponsor by the deadline specified above under “NOTIFICATION OF POTENTIAL WINNERS”; (3) that Potential Winner’s winning entry must be inspected and verified in person by Sponsor by the deadline specified above; (4) that Potential Winner must execute and return to Sponsor an affidavit of eligibility on a form to be provided by Sponsor before prize is awarded; and (5) that 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. 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 a winning Raffle Ticket or to contact a Potential Winner, then that Potential Winner's Prize will be deemed forfeited and, the Prize will be retained by the Sponsor for charitable use.

Sponsor shall use the following rules to determine the identity of any Potential Winner and of the Official Winner of each Prize: (1) Sponsor shall conclusively presume that the person who is in possession of that Raffle ticket is the lawful owner of that Raffle ticket and that ticket's winning number, and Sponsor shall not make, nor have any duty to make, any inquiry whatsoever into the circumstances under which that person came into possession of such winning Raffle ticket. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) or more Raffle ticket purchasers holding winning Raffle tickets that contain identical ticket numbers, then the person who has record of the earliest ticket purchase shall be deemed to hold the winning Entry.

**AWARD OF PRIZE(S) TO OFFICIAL WINNER(S):** A Prize will be awarded to each Potential Winner who has been designated by Sponsor as an Official Winner. All prizes will be sent to the Official Winners via check within thirty business days of Official Winner delivering winning raffle ticket to a Red Sox Foundation representative. For security and safety reasons, no cash payments will be made to winners.

**TAXES:** All federal, state and local income taxes are the sole responsibility of each Raffle winner. The taxable value of the Prize will be treated as ordinary income to the winner for federal and state income tax purposes, and the Internal Revenue Service takes the position that no portion of the ticket price will qualify as a charitable contribution for federal income tax purposes. Each winner will be required by law to pre-pay a portion of the tax liability incurred in connection with his/her receipt of the Prize before receiving his/her Prize from Sponsor. (See "DETERMINATION OF OFFICIAL WINNERS" above.)

**GENERAL CONDITIONS:** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) Entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) Entries or payments that are delayed, misdirected, lost, interrupted, 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, computer, telephone, cable or satellite modem or connection, app, website, hand held mobile device, computer hardware or software, 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) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle (collectively, as described in clauses (1) through (4), "Errors"), including without limitation Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winners, determining Official Winners, or announcing or delivering Prizes. If any portion of the Raffle is compromised, in Sponsor's sole judgment, by a virus, worm, bug, non-authorized human intervention or other causes which, in Sponsor's sole judgment, corrupt or impair the

administration, security, fairness or proper play of the Raffle, or the proper submission or capture of Entries (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 Entries received before the known occurrence or discovery of such Compromising Event. All Entry purchases shall be final, and no refunds or replacements will be issued by Sponsor. Sponsor has sole and final decision on admissibility of entries and the determination of prize winner.

**RELEASE OF LIABILITY:** Entrants, by participating in the Raffle, agree that The Red Sox Foundation, the Boston Red Sox and the other MLB Entities, NESV, NESN, 5050 Central-Delaware Inc., 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 and all claims, demands, injuries, losses, liabilities, cost, expenses or damages of any kind, including damages for death, personal injury, property damage or property loss, or other harm related to or resulting from, whether in whole or in part or directly or indirectly, participation in this Raffle, the acceptance, possession, use or misuse of any Entry or Prize, the rules and their application thereof, all means of ticket sales including online ticket sales, Raffle process, and/or winning ticket selection.

**PUBLICITY RELEASE:** Each Official Winner, by accepting his/her Prize, grants Sponsor and Sponsor’s designees and affiliates, including the Boston Red Sox and Red Sox Foundation, full permission, except where legally prohibited, to use that Official Winner’s name, address (city and state only), photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

**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 Commonwealth of Massachusetts. 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 MAILS IS A VIOLATION OF FEDERAL LAW AND COULD LEAD TO CRIMINAL PENALTIES.**

A copy of these rules is also available on our website at [www.redsoxfoundation.org](http://www.redsoxfoundation.org)