

**2019 RED SOX FOUNDATION SPRING TRAINING 50-50 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 at Red Sox Major League Baseball spring training home games (each individually a “Game”) played at JetBlue Park in Fort Myers, Florida (the “Ballpark”) during a time period at each Game beginning at a time on the same calendar day as that Game as determined by Sponsor in its sole discretion (the “Start Time”) and ending at the time the last out is made in the bottom of the fifth (5th) inning of that Game (the “Entry Period”). Sponsor may establish the Start Time as any point during the same calendar day as that Game including, without limitation, during public practice sessions, before the Game, or when the Ballpark’s gates open to the public for that particular Game.

In the event that multiple Games or any portion thereof are to be played during the same calendar day, Sponsor may, at its sole discretion, decide to either (a) conduct a single combined Raffle for all Games to be played that day, with the Entry Period being defined as the Start Time to the time the last out is made in the bottom of the fifth (5th) inning of the last Game played on the same calendar day or (b) conduct separate Raffles for each individual Game.

**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 6% 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 Spring Training 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 throughout Florida, with a focus on Lee County.

**OFFICIAL RULES:** A 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. The Raffle entry locations include the Ballpark and may also include other Florida locations. Raffle is void where prohibited by law, rule or regulation.

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, Fenway Sports Group, NESN, any other MLB Entity (as

defined below), AscendFS 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. (“MLBAM”), 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”).

**RAFFLE ENTRIES:** To enter the Raffle, an eligible entrant must request and receive in person during the Entry Period from a designated representative of Sponsor an official raffle ticket (“Ticket”) for the Raffle to be conducted at that particular Game. 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 the Raffle to be held at the Game on that date and may not be obtained for future Raffles. The suggested minimum donation for Tickets is \$5 for three (3) Tickets, \$10 for ten (10) Tickets, \$20 for sixty (60) Tickets (the net total amount of all such contributions made during the Entry Period at that particular Game 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.

**No purchase or contribution is necessary to enter or win.** There is a maximum of one (1) Ticket per eligible person per Entry Period if no donation is made by such person. A Ticket may be requested during the Entry Period at the Red Sox Foundation table near the Fan Information Booth located on the concourse behind home plate. All entrants wishing to receive a Ticket without making a donation or purchasing an admission ticket to that Game must provide photo ID in order to receive their one (1) Ticket. Entering the Raffle does not permit an entrant to enter the Ballpark.

Official Rules are available at the Red Sox Foundation table located on the concourse behind home plate and 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 Prize.

**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 computer drawing from eligible entries received during the applicable Entry Period (the “Drawing”). **The Drawing for each Game will be held at the Ballpark during that Game’s seventh (7th) inning.** If the computer generated equipment fails, the drawing will be done manually for that Game’s Raffle during the seventh (7th) inning. The Winning Number will be posted by Sponsor on the Ballpark video board. The Winning Number will also be posted on RedSoxFoundation.org within twenty-four (24) hours of the Drawing and will remain posted on such website for thirty (30) calendar days. 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.

If for any reason whatsoever the Drawing cannot be held in the seventh (7th) inning, the Drawing will be held at such later time as the Sponsor shall determine in its sole discretion. If for any reason a Game is postponed or cancelled, then the Entry Period shall be deemed to have ended at such time as an announcement is made by the Red Sox over the Ballpark’s public address system that the Game has been postponed or cancelled, and the Drawing will be held at such later time as the Sponsor shall determine in its sole discretion. The Winning Number will be posted on RedSoxFoundation.org within twenty-four (24) hours of the Drawing and will remain posted on such website for thirty (30) calendar days.

**THE POTENTIAL WINNER MUST CONTACT SPONSOR DIRECTLY TO BEGIN THE PROCESS REQUIRED TO CLAIM THE APPLICABLE PRIZE NO LATER THAN THIRTY (30) CALENDAR DAYS AFTER THE DRAWING BY APPEARING IN PERSON AT SPONSOR’S OFFICES AT THE BALLPARK WITH THEIR WINNING 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 THE SAME TIMEFRAME TO MAKE ARRANGEMENTS SO SPONSOR MAY INSPECT AND VERIFY THE CLAIMANT’S WINNING TICKET. WINNING TICKETS MUST BE PRESENTED WITHIN THIRTY (30) CALENDAR DAYS OF THE DRAWING FOR VISUAL INSPECTION AND VALIDATION. POTENTIAL WINNERS FORFEIT THEIR PRIZE IF THEY DO NOT PRESENT THE WINNING TICKET TO THE RED SOX FOUNDATION WITHIN THIRTY (30) CALENDAR DAYS.** 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 Sponsor by the deadline specified above under “DRAWING & NOTIFICATION OF POTENTIAL WINNER”; (3) that Potential Winner’s Winning Ticket 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 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.

Sponsor shall use the following rules to determine the identity of any Potential Winner and of the Official Winner of each Prize: Sponsor shall conclusively presume that the person who is in possession of the Winning Ticket is the lawful owner of that 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 Ticket. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) or more Ticket purchasers holding Winning Tickets that contain identical Ticket Numbers, then the person who has record of the earliest Ticket purchase shall be deemed to hold the Winning Ticket.

**PRIZE:** The Official Winner shall be entitled to receive, upon compliance with these Official Rules, fifty percent (50%) of the net proceeds of the Raffle. 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 mail a check in payment of the Prize, less the Withholding Amount, to the mailing address provided by the Official Winner. 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 MAILS 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 Street, 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.