

## 2021 BOSTON RED SOX CITY CONNECT RAFFLE OFFICIAL RULES

**OFFICIAL RULES:** By participating in this raffle offered by the Red Sox Foundation (the “**Raffle**”), entrants agree to be bound by these Official Rules and by the decisions of the Sponsor (as defined below), 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.

**SPONSOR:** The Red Sox Foundation, 4 Jersey Street, Boston, MA 02215. Nonprofit Tax ID Number 33-1007984 (the “**Sponsor**”).

**NET PROCEEDS:** All net proceeds of the Raffle will benefit Sponsor, a designated 501(c)(3) non-profit organization, and will be dedicated to the Sponsor’s charitable purposes and the programs Sponsor supports.

### **PRIZES:**

**GRAND PRIZE:** Individuals who purchase Raffle tickets online at [www.RedSox.com/win](http://www.RedSox.com/win) from September 14, 2021 at 10:00 a.m. ET, to September 19, 2021 at 4:59:59pm ET, will be entered into a drawing for the chance to win the Grand Prize. One (1) Official Winner (as defined below under DETERMINATION OF OFFICIAL WINNER(S)) of the Raffle will be eligible to receive the Raffle grand prize:

- a) One (1) Boston Red Sox City Connect Authentic Jersey autographed by members of the 2021 Boston Red Sox team as determined by Sponsor;
- b) Four (4) tickets for winner and three (3) guests to the Boston Red Sox home games at Fenway Park on September 25, 2021 and September 26, 2021 at Sponsor’s sole discretion, subject to availability and applicable health and safety regulations;
- c) Dinner, including food and non-alcoholic beverage, for Winner and three (3) guests in the Dell Technologies Club before one (1) of the games (at Sponsor’s sole discretion);
- d) One (1) food and non-alcoholic beverage voucher in the amount of \$200 for each game;
- e) Overnight hotel accommodations (two (2) room, double occupancy) for one (1) night for the evening of September 25, 2021 (this date being subject to change in the Sponsor’s sole discretion), at Hotel Commonwealth in Boston, MA (collectively, the “**Grand Prize**”).

The Grand Prize may be redeemed only by the winner and is not transferable or assignable. **TRANSPORTATION TO AND FROM THE GAMES ARE NOT INCLUDED IN THE PRIZE AND IS THE SOLE RESPONSIBILITY OF THE WINNER.** (Approximate Retail Value (“**ARV**”) of the Grand Prize: \$2,595.)

The Grand Prize is awarded “AS IS,” and Sponsor and the Released Parties (as defined below under RELEASE OF LIABILITY) expressly disclaim any warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, relating to the Grand Prize in any way. The Grand Prize may not be redeemed for cash. The Grand Prize, or any portion thereof, may be substituted for a similar Grand Prize of equal or greater value by the Sponsor at its sole discretion at any time during the Raffle or subsequent thereto. Notice of any changes in pricing will be added to these Official Rules and will be posted on the Website (as defined below under HOW TO ENTER). Any substituted Grand Prize is awarded “AS IS,” and Sponsor and the Released Parties (as defined below

under RELEASE OF LIABILITY) expressly disclaim any warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, relating to the substituted Grand Prize in any way. The substituted Grand Prize may not be redeemed for cash.

**TWO EARLY BIRD PRIZE WINNERS FOR COVERED TIME PERIOD:** Fans who purchase Raffle tickets online at [www.RedSox.com/win](http://www.RedSox.com/win) from September 14, 2021 at 10:00 a.m. ET, to the deadline time listed below, will be entered into an early bird drawing for the chance to win an Early Bird Prize. Two (2) Early Bird Prizes will be awarded (i.e., one (1) per early bird drawing). Winning an Early Bird Prize does not affect the chances for the winner of that prize to also win another Early Bird Prize or the Grand Prize (i.e., all eligible entries from one drawing automatically carry-over to subsequent drawing(s), if any, and there is no per person Prize limit). The two (2) early bird prizes below are collectively defined as the “Early Bird Prizes” and together with the Grand Prize, the “Prizes.”

1. **FIRST PRIZE: Enter by 4:59:59pm ET on September 14, 2021 for a chance to win:** Four (4) Green Monster tickets for winner and three (3) guests to a 2022 Red Sox regular season home game, to be mutually agreed upon by the First Prize Winner and Red Sox Foundation, subject to availability and applicable health and safety regulations (the “**First Prize**”). (Approximate Retail Value (“**ARV**”) of the First Prize: \$780.)
2. **SECOND PRIZE: Enter by 4:59:59pm ET on September 17, 2021 for a chance to win:** Four (4) tickets for winner and three (3) guests to the Home Opener for the 2022 Boston Red Sox season on March 31, 2022, subject to availability and applicable health and safety regulations (the “**Second Prize**”). (Approximate Retail Value (“**ARV**”) of the Second Prize: \$260.)

**TRANSPORTATION AND LODGING NOT INCLUDED.**

The winning ticket numbers for each early bird prize will be drawn at the time listed above and posted online at [www.RedSoxFoundation.org](http://www.RedSoxFoundation.org). The early bird prizes will be subject to all of the terms and conditions set forth in these Official Rules. Each winner will have thirty (30) days to claim their early bird prize.

**ELIGIBILITY TO ENTER:** During the dates and times and other details specified below, **RAFFLE TICKETS MAY BE PURCHASED ONLY BY PERSONS 18 YEARS OF AGE 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. 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 Baseball Club Limited Partnership (“Boston Red Sox”), the other MLB Entities (as defined below), NESN, DraftKings, 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. (“MLB”), 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.

**PURCHASING RAFFLE ENTRIES:** The minimum purchase price of raffle ticket is \$25. The price points for the Raffle are as follows: 25 numbers for \$25; 150 numbers for \$50; or 500 numbers for \$100. 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).

Eligible persons located in Massachusetts at the time of purchase may purchase raffle tickets on-line by visiting [www.RedSox.com/Win](http://www.RedSox.com/Win) 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 Terms of Use, which may be viewed at: [mlb.com/tou](http://mlb.com/tou), and Privacy Policy, which may be viewed at: [mlb.com/privacy](http://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 Official 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.

Entry is void where prohibited by law, rule, or regulation. All information submitted in connection with entering is subject to, and will be treated in a manner consistent with, MLB’s Terms of Use, which may be viewed at: [mlb.com/tou](http://mlb.com/tou), and Privacy Policy, which may be viewed at: [mlb.com/privacy](http://mlb.com/privacy).

**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 \$25, \$50, or \$100 tickets that must be sold.

**NO TRANSFER OR RESALE OF RAFFLE ENTRIES:** Entries may not be given away or otherwise transferred. To be valid, each Entry receipt must be printed or otherwise documented by the entrant. The purchaser of each Entry, as determined by credit card purchase records, will be considered the lawful owner of the Entry. Entries may not be re-sold to other parties or given away to others for any purpose. Any individual who re-sells or otherwise transfers any Entry in violation of these Official Rules may be ineligible to participate in the Raffle or to win any Prize at the sole discretion of Sponsor. Prizes may not be substituted or redeemed for cash. Prizes may be transferred as a gift, after redemption, but may not be exchanged for consideration of any kind.

**ODDS:** The odds of winning depend on the total number of eligible Entries received. There is no limit to the number of tickets that may be sold.

**DRAWINGS:** Potential winners will be selected in random computer generated drawings from among all eligible entries received as of the applicable drawing entry deadline (each, a "Drawing Date Deadline") (the "Drawing(s)"). **There will be only ONE Grand Prize drawing from all Raffle entries purchased in connection with the Raffle held from September 14, 2021 at 10:00am ET, through 4:59:59pm ET on September 19, 2021, for the ONE Grand Prize. Drawing for the Grand Prize to be held on September 19, 2021 after the Raffle ends. As set forth above, there will be one drawing for each early bird prize at the time(s) listed above.** If the computer generated equipment fails, the drawings will be done manually for that drawing's Raffle ticket sales. The winning ticket numbers will also be posted on RedSoxFoundation.org within 24 hours of the applicable drawing and will remain posted on the website for 30 calendar days. As provided below under "POTENTIAL WINNERS MUST CONTACT SPONSOR," owners of winning Raffle ticket numbers have 30 calendar days from the date of the applicable 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.

**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 "POTENTIAL WINNERS MUST CONTACT SPONSOR"; (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.

**NOTIFICATION:** Each potential winner will be notified at the email address, postal address, and/or telephone number (as determined by Sponsor) provided at the time of entry (the "**Prize Notification**"). In the event that any potential winner does not respond to Prize Notification within three (3) days of the date of issuance or declines a prize for any reason, a disqualification will result, the prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining

eligible entries received as of the applicable Drawing Date Deadline. Each potential winner may be required to submit his/her valid social security number and/or other identification to Sponsor and may receive an IRS Form. Each potential winner may be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, a Release of Publicity, within five (5) days of the date of issuance. Failure to submit any identification required by Sponsor or to return any required documents within the specified time period, noncompliance with these Official Rules, the return of Prize Notification or of a prize (or any portion thereof) as non-deliverable may result in the potential winner's disqualification and prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries received as of the applicable Drawing Date Deadline.

**AWARD OF PRIZE TO OFFICIAL WINNERS:** The Prizes will be awarded to the Official Winners and presented to the Official Winners by Sponsor at a time and place to be determined by Sponsor, in its sole discretion.

**PRIZE CONDITIONS:** All prize details shall be determined in the sole and absolute discretion of Sponsor. Each winner of a Prize in this Raffle is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). Winners will be issued the appropriate tax forms documenting the prize winnings where required. All costs and expenses associated with prize acceptance and use which are not specifically included in the prize description above, including but not limited to transportation, lodging, meals, gratuities, insurance, and other expenses, are the sole responsibility of each winner. The prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor and MLB reserve the right to substitute any prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket; see [mlb.com/ticketback](http://mlb.com/ticketback) for details. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Each winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Major League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game/event/exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Each winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor and the MLB Entities reserve the right to remove or to deny entry to each winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Major League Baseball game/event/exhibition. Major League Baseball game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the license granted by the game/event/exhibition ticket. Participation in the prize event is subject to winner's (and guest's) consent to and compliance with all health and safety policies of the MLB Entities,

including but not limited to the wearing of masks if and when directed and the requirement to be fully vaccinated against COVID-19 (i.e., having received a final vaccination dose at least 14 days prior to the event).

**TAXES:** All federal, state and local income taxes are the sole responsibility of each Raffle winner. The taxable value of the Prizes will be treated as gambling winnings to the winners 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.)

**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, AscendFS 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, the Red Sox Foundation, and the MLB Entities 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.

**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 and MLB reserve 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 winners.**

**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 MAILED IS A VIOLATION OF FEDERAL LAW AND COULD LEAD TO CRIMINAL PENALTIES.**

**ARBITRATION; CLASS ACTION WAIVER:** As a condition of entering this Raffle, each entrant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Raffle or any prizes awarded (each, a "Claim") shall be (i) arbitrated on an individual basis only and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party and (ii) settled by binding arbitration in Suffolk County, Massachusetts before a single arbitrator appointed by JAMS in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, U.S.A, applicable to contracts entered into and performed exclusively in that State.

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