OFFICIAL RULES FOR
2020 RED SOX FOUNDATION RED SEAT SWEEPSTAKES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND UPON THE TOTAL NUMBER OF ELIGIBLE ENTRIES. Void where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances.

These rules (the “Official Rules”) contain an arbitration agreement and class action waiver which affect your legal rights. It is strongly recommended that you review the rules in their entirety before entering the Sweepstakes.

The 2020 Red Sox Foundation Red Seat Sweepstakes (the “Promotion”) begins on August 7, 2020, at 10:00:00 a.m. Eastern Time (“ET”) and ends on August 19, 2020, at 8:59:59 p.m. ET (the “Promotion Period”).

1. Eligibility: The Promotion is open to legal U.S. residents residing in the fifty (50) United States and the District of Columbia and Puerto Rico who are at least the age of majority in their jurisdictions of residence or eighteen (18) years of age, whichever is older, as of the date of entry. Entries are limited to individuals only; non-natural persons including but not limited to commercial enterprises, trusts and business entities are not eligible. Employees, officers, and directors of The Red Sox Foundation, Inc., (“Sponsor”), the MLB Entities or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. “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. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility and compliance with Official Rules of potential winner prior to declaring potential winner an official winner of the Promotion.


3. How to Enter: There are two (2) ways to enter the Promotion: a) by donating online to support Sponsor’s charitable activities; and b) by an online form (without a donation).

a) TO ENTER BY DONATING: Go to www.RedSox.com/win (“Promotion Website”) during the Promotion Period and follow the instructions to make a donation during the Promotion Period. By successfully submitting a donation, you will receive one (1) entry per dollar as follows: A donation in the amount of twenty-five dollars ($25) will receive 25 entries; a donation in the amount of fifty dollars ($50) will receive 50 entries; a donation in the amount of one hundred dollars ($100) will receive 100 entries; and a donation in the amount of two hundred and fifty dollars ($250) will receive 250 entries. You must complete all required information indicated on the Promotion Website to be eligible. Such entrants to the Promotion may be given the option to receive commercial email from Boston Red Sox and/or MLB; however, eligibility to participate in the Promotion is not dependent upon entrant’s consent to receive such emails and consenting to receive such emails will not impact any entrant’s chances of winning. Standard messaging rates apply to mobile text messages and updates; check with your mobile service provider for more information.

b) TO ENTER WITHOUT DONATING: Participation in the Promotion is voluntary and does not require you to make a donation or payment to Sponsor. If you wish to enter the Promotion without donating, you may enter for free (“No Donation Necessary”) as follows by completing two (2) steps:
Step 1: Visit [this online form](#) during the Promotion Period and provide the required entry information, including valid email address, after which you will receive a confirmation email with a confirmation number.

Such entrants to the Promotion may be given the option to receive (a) commercial email from Boston Red Sox and/or MLB and/or (b) mobile text messages and updates from Boston Red Sox or MLB; however, eligibility to participate in the Promotion is not dependent upon entrant’s consent to receive such emails and/or mobile text messages and updates and consenting to receive such emails and/or mobile text messages and updates will not impact any entrant’s chances of winning. Standard messaging rates apply to mobile text messages and updates. Check with your mobile service provider for more information.

AND

Step 2: To complete your free entry, upon receipt of your confirmation number, you must submit an email to Sponsor during the Promotion Period at redsoxfoundation@redsox.com with the following information:

(a) Subject Line: 2020 Red Sox Foundation Red Seat Sweepstakes
(b) First and Last Name
(c) Confirmation Number provided from Step 1; and
(d) Email Address, which must match the email address you used in Step 1.

Entries using the No Donation Necessary method that do not clearly provide all of the above-listed information will be deemed ineligible (as determined in Sponsor’s sole discretion). Confirmation number provided by entrant in Step 2 must match confirmation number from Step 1, otherwise entry will be deemed ineligible. There is no limit to the number of free entries submitted by an email address, but each online entry submitted in Step 1 must be accompanied by a separate email message with all of the required information as provided above. Confirmation of receipt of emails will not be sent for Step 2.

Each successfully submitted No Donation Necessary entry is worth twenty-five (25) entries in the Promotion. Limit two hundred and fifty (250) entries per person, regardless of method of entry or donation amount in excess of one hundred dollars ($250). Additional entries beyond the stated limit will be void.

4. Selection of Winners: On or about August 11, 2020, August 14, 2020, August 18, 2020, and August 19, 2020 (each a “Drawing Date”), Sponsor will select one (1) potential winner each in a random drawing from among all eligible entries received as of 8:59:59 p.m. ET on each applicable Drawing Date (“Drawing Date Deadline”). The odds of winning are based on the total number of eligible entries received as of the applicable Drawing Date Deadline. Subject to verification of eligibility and compliance with these Official Rules, the potential winners will be declared the official winners of the Promotion. The potential winners will be notified by email and/or telephone or about the date following the applicable Drawing Date. Except where legally prohibited, each potential winner must sign and return, within three (3) days of being notified, an Affidavit/Declaration of Eligibility, Liability & Publicity Release (“Affidavit”) in order to claim his/her prize. A 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 1099 for any prize valued at $600 or greater. If a potential winner cannot be reached via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit within the required time period (if applicable), or in the event that a potential winner is disqualified for any reason, Sponsor may, at its discretion, select an alternate potential winner by random drawing from among all remaining eligible entries received as of the applicable Drawing Date Deadline. All non-winning and winning (i.e., no per person prize limit) eligible entries from one Drawing Date automatically carry-over to and remain eligible for subsequent Drawing Date(s), if any.

All potential winners are subject to verification before the prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. LIMIT TWO HUNDRED AND FIFTY (250) ENTRIES PER PERSON, REGARDLESS OF METHOD OF ENTRY OR DONATION AMOUNT IN EXCESS OF TWO HUNDRED AND FIFTY DOLLARS ($250). ADDITIONAL ENTRIES WILL BE DISQUALIFIED. Automated or bulk entries or entries submitted by third parties will be disqualified. Any attempt by any participant to obtain more than the stated entry limit by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant’s entries, and that participant may...
be disqualified at Sponsor’s discretion. Multiple participants are not permitted to share the same email address. In
the event that (a) potential winner cannot be reached within seventy-two (72) hours of initial contact or notification
from Sponsor, or for whatever reason after a reasonable effort has been exerted, or the potential winner notification
or Affidavit is returned as unclaimed or undeliverable; (b) potential winner declines or cannot accept, receive or use
a prize for any reason; (c) potential winner is found to be ineligible to enter the Promotion or receive a prize; (d)
potential winner did not, cannot or does not comply with these Official Rules; or (e) potential winner fails to fulfill
the Affidavit-related obligations, then a potential winner shall be disqualified from the Promotion and an alternate
potential winner may be randomly selected, at Sponsor’s sole discretion, from among the remaining eligible entries
received as of the applicable Drawing Date Deadline. Sponsor reserves the right to modify the notification and
Affidavit procedures in connection with the selection of an alternate potential winner, if any. A potential winner will
be declared a winner when all of the conditions of these Official Rules are fulfilled to the satisfaction of Sponsor, in
its sole discretion. In the event of a dispute as to any entry, the authorized account holder of the email address
submitted at the time of entry or from which entry is submitted, as applicable, will be deemed to be the entrant. The
“authorized account holder” is the natural person assigned an email address by an Internet access provider, online
service provider or other organization responsible for assigning email addresses for the domain associated with the
submitted address. Potential winner may be required to show proof of being the authorized account holder to the
Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified
and ineligible to win. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Verification of Potential Winner(s): ANY POTENTIAL WINNER IS SUBJECT TO VERIFICATION
BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE
PROMOTION. AN ENTRANT IS NOT THE WINNER OF A PRIZE UNLESS AND UNTIL ENTRANT’S
ELIGIBILITY HAS BEEN VERIFIED BY SPONSOR AND ENTRANT HAS BEEN NOTIFIED BY SPONSOR
THAT VERIFICATION IS COMPLETE.

5. Prizes. Four (4) Prizes Will Be Awarded (i.e., one [1] per Drawing Date).

Grand Prize (August 19, 2020, Drawing Date): One (1) Grand Prize will be awarded. The Grand Prize winner will receive:

(a) one (1) coroplast cutout of the winner’s likeness, to be installed on the “Red Seat” at Fenway Park in Bleacher
Section 42, Row 37, seat 21 for the second half of the Boston Red Sox 2020 regular season, from August 28, 2020,
through the final 2020 regular season game, currently scheduled to be September 24, 2020 subject to potential change
or cancellation by Major League Baseball;

(b) one (1) replica “Red Seat” autographed by members of the 2021 Boston Red Sox team determined by Sponsor in
its sole discretion;

(c) four (4) tickets, including one in the “Red Seat,” to be used by Grand Prize winner and three (3) guests for the
2021 Boston Red Sox regular season home opener game at Fenway Park, subject to availability and applicable health
and safety regulations;

(d) a pregame VIP tour for the Grand Prize winner and three (3) guests before the 2021 Boston Red Sox Home Opener
at Fenway Park;

(e) $1,000 worth of Boston Red Sox gear for the Grand Prize Winner only; and

(f) the opportunity to be recognized as the Grand Prize winner during a broadcast on NESN;

The Grand Prize Winner is also eligible to receive:

(g), BONUS GRAND PRIZE (limited Quantity 1): if the Grand Prize winner’s coroplast cutout is hit by a home run
ball during a Boston Red Sox regular season home game from August 28, 2020 through the final game of the 2020
regular season, the Grand Prize winner will receive four (4) Boston Red Sox season tickets for the winner’s lifetime
in the exclusive State Street Pavilion Club at Fenway Park for Boston Red Sox regular season home games, subject
to applicable season ticket license terms and condition (the Grand Prize winner is only eligible to receive this portion
of the prize once, in the event the cutout is hit by a home run ball during regulation of a Boston Red Sox home game
more than one time). In the event the Grand Prize winner’s coroplast cutout is not hit by a home run ball pursuant to
the terms in this clause, the Bonus Grand Prize shall not be awarded.
The Grand Prize may be redeemed only by the winner and is not transferable or assignable. Bonus Grand Prize shall expire upon the death of the Grand Prize winner. No individuals, corporations, LLCs, family trusts may redeem the prize on behalf of the winner or beyond the winner’s lifetime. (Approximate Retail Value (“ARV”) of the Grand Prize: ~$2,215-$62,215; depending on whether the Grand Prize winner’s cutout is hit. Any difference in value will not be awarded.) **TRANSPORTATION AND LODGING NOT INCLUDED.** The exact nature, date/time/broadcast and duration of the broadcast recognition shall be determined by Sponsor at its sole discretion and subject to availability.

**First Prize (August 11, 2020, Drawing Date):** The winner will receive one (1) Tim Wakefield autographed baseball. (ARV of First Prize: $25.)

**Second Prize (August 14, 2020, Drawing Date):** The winner will receive one (1) coroplast cutout of the winner’s likeness, to be installed on the Green Monster at Fenway Park for the second half of the Boston Red Sox 2020 regular season, from August 28, 2020, through the final game of the 2020 regular season. (ARV of Second Prize: $500.)

**Third Prize (August 18, 2020, Drawing Date):** The winner will receive one (1) Green Monster sign customized with winner’s last name. (ARV of Third Prize: $300.)

Total ARV of all prizes: $8250

6. **Prize Restrictions/Conditions:** Actual value of autographed items is subject to market fluctuations. Autographed items are not game used. No Certificate of Authenticity is provided by Sponsor. All prize details shall be determined in the sole and absolute discretion of Sponsor. 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 the winner. Any and all applicable federal, state, territory and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the responsibility solely of the winner. Prizes (or any portion thereof) cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize(s). Only the number of prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, the potential winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

**Additional Conditions Applicable to the Grand Prize:** 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. Winner’s guest(s) must be of legal age of majority in his/her 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 Grand 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, public health emergency including but not limited to COVID-19, or any other reason. Winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the Grand Prize. Sponsor and the MLB Entities reserve the right to remove or to deny entry to the 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 Grand Prize forfeiture, and may invalidate the license granted by the game/event/exhibition ticket.

7. **Prize Winners’ Taxes:** The taxable value of any prize will be treated as ordinary income to the winner for federal and state income tax purposes, and all federal, state and local income taxes are the sole responsibility of the prize winners. Each prize winner is encouraged to consult with an accountant or tax preparer or his or her choosing.
8. General Conditions: Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Released Parties (defined below) are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or communications, telephone transmission problems; computer or software malfunctions or damage to a user’s computer equipment (software or hardware) or mobile device; technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND THE MLB ENTITIES RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the Promotion Website, the No Donation Necessary website and/or the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Promotion (or any portion thereof); (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prizes at random from among the eligible, non-suspect entries received up to the time of the impairment.

All entry data provided is provided to Sponsor and not to Facebook. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

9. Publicity; Limitations of Liability and Releases: By entering the Promotion, each entrant gives his/her express permission to be contacted by Sponsor, The Boston Red Sox Baseball Club Limited Partnership ("Boston Red Sox"), and/or MLB by telephone, email and/or postal mail for Promotion purposes. Each winner, by acceptance of a prize, grants to Sponsor, Boston Red Sox, MLB and each of their respective designees the right to publicize his/her name, city and state/territory of residence, photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law. BY PARTICIPATING IN THE PROMOTION, ENTRANT AGREES THAT SPONSOR, BOSTON RED SOX AND THE OTHER MLB ENTITIES, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE “RELEASED PARTIES”) WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A PRIZE (OR PORTION THEREOF), ENTRY, OR PARTICIPATION IN THE PROMOTION OR IN ANY PROMOTION-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE (OR PORTION THEREOF) CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, PUBLIC HEALTH EMERGENCIES INCLUDING COVID-19, OR TERRORISM. BY PARTICIPATING IN THE PROMOTION, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THE PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH WEBSITE.
WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE PROMOTION, INCLUDING ANY WEBSITE ASSOCIATED WITH THE PROMOTION AND ALL PRIZES, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Disputes. Except where prohibited, entrant agrees that (1) any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded shall be arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a dispute, claim or cause of action of any other party; (2) settled by binding arbitration in Suffolk County, Massachusetts before a single arbitrator appointed by the 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; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys’ fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

11. Privacy: All information submitted by entrants online in connection with the Promotion is subject to, and will be treated in a manner consistent with, Major League Baseball’s Terms of Use accessible at: mlb.com/tou and Privacy Policy, which can be found at mlb.com/privacy.


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