

**2024 FLY WITH FOULKE SWEEPSTAKES  
(THE “SWEEPSTAKES”)**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED AS OF THE APPLICABLE DRAWING DATE DEADLINE. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. TRAVEL NOT INCLUDED, UNLESS OTHERWISE SPECIFIED.**

**ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents located 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. Employees, officers, and directors, and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and members of the same household (whether or not related), of The Red Sox Foundation, Inc. (“**Sponsor**”), The Boston Red Sox Baseball Club Limited Partnership (“**Boston Red Sox**”), the other MLB Entities and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any other entity associated with the Sweepstakes are not eligible to participate or win a prize. “**MLB Entities**” means 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. The Sweepstakes is subject to all applicable federal, state, and local laws, rules, and regulations.

**SPONSOR:** The Red Sox Foundation, Inc., 4 Jersey Street, Boston, MA 02215

**HOW TO ENTER:** The Sweepstakes entry period begins at 12:00:00 p.m. Eastern Time (“**ET**”) on April 12, 2024, and ends at 11:59:59 p.m. ET on May 10, 2024 (“**Entry Period**”). The Entry Period will consist of multiple Drawing Dates. You may enter the Sweepstakes: (a) by donation via online entry form; or (b) by Alternative Method of Entry (“**AMOE**”) (without donation). No other method of entry will be accepted. There is no limit on number of entries allowed. Non-winning entries for any Drawing Date will roll over and will be included in subsequent Drawing Dates, if any.

**1. Online Method:** To enter online, go to [www.RedSox.com/win](http://www.RedSox.com/win) and click on the Sweepstakes banners, buttons, and/or links to access the online entry form for the Sweepstakes. By successfully submitting a donation, you will receive entries as follows: A donation in the amount of thirty-five dollars (\$35) will receive thirty-five (35) entries; a donation in the amount of fifty dollars (\$50) will receive one-hundred (100) entries; a donation in the amount of one hundred dollars (\$100) will receive four hundred (400) entries. All information submitted online by entrants is subject to, and will be treated in a manner consistent with, MLB’s Terms of Use (accessible at [mlb.com/tou](http://mlb.com/tou)) and Privacy Policy accessible at ([mlb.com/privacy](http://mlb.com/privacy)). Entrants must fully complete and submit all non-optional data requested on the entry form to be eligible. Incomplete and/or inaccurate entries are void. All online entries must include a valid email address for the entrant. Online entrants to the Sweepstakes may be given the option to receive (a) commercial email from the Boston Red Sox and/or MLB and/or (b) mobile text messages and updates from the Boston Red Sox or MLB; however, eligibility to participate in the Sweepstakes 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.

**2. "Alternative Method of Entry ("AMOE"):** If you do not wish to donate, you may enter the Sweepstakes for free as follows by completing two (2) steps:

Step 1: Click [here](#) to access the AMOE form ("**AMOE Form**") during the Entry Period and provide the required entry information, including valid email address, after which you will receive a confirmation email with your entries and an order number.

Such entrants to the Sweepstakes 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 AMOE, upon receipt of your order number, you must send an email with "2024 Fly With Foulke Sweepstakes" in the subject line to [redsoxfoundation@redsox.com](mailto:redsoxfoundation@redsox.com) and include in the body of such email all of the following information: your order number from Step 1, your full name, street address, city, state, zip code, day and evening telephone numbers (including area codes), date of birth, and the following statement: "I acknowledge that I have read, understand, and agree to the Sweepstakes Official Rules." In addition, you must include in the body of such email a short essay (minimum 30 words) on why you are passionate about the Red Sox Foundation.

Each successfully submitted AMOE entry, as directed herein, will receive thirty-five (35) entries in the Sweepstakes. Incomplete and/or inaccurate entries are void. Sponsor will use email addresses provided via email for prize notification purposes only. Email entries must include be received by the close of the Sweepstakes Period. Email entries will not receive a reply or acknowledgement.

**RANDOM DRAWING; ODDS:** On or about April 18, 2024 and May 10, 2024 (each, a "**Drawing Date**"), the potential winners will be selected by random drawing from among all eligible entries received as of 11:59:59 p.m. ET on each applicable Drawing Date (each, a "**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 Sweepstakes. Odds of winning depend on the total number of eligible entries received as of the applicable Drawing Date Deadline. Non-winning entries from one Drawing Date will carry-over and be eligible for a subsequent Drawing Date, if any. Limit one (1) prize per person.

**PRIZES: Eleven (11) Total Prizes Will Be Awarded as set forth below (each referred to as a "Prize").**

**First Prize (April 18, 2024 Drawing Date):** Winners will be awarded 10,000 miscellaneous baseball cards to be determined by Sponsor. Ten (10) First Prizes will be awarded. (ARV of First Prize: \$2,000.)

**Grand Prize (May 10, 2024 Drawing Date):** One (1) Grand Prize will be awarded to the Grand Prize winner ("Grand Prize Winner"), subject to satisfactory timely completion of a background check of both the Grand Prize Winner and one (1) guest. The Grand Prize winner will receive:

- (a) Roundtrip airfare for the Grand Prize Winner and one (1) guest with former Red Sox player Keith Foulke provided by Magellan Jets on July 6, 2024, from Boston, MA to the airport with service closest to New York, NY, as determined in Magellan Jets' sole discretion, and on July 7, 2024, from the airport with service closest to New York, NY, as determined in Magellan Jets' sole discretion, to Boston, MA.

**Air Travel Conditions:** All dates are subject to change in Sponsor's sole discretion. The guest must also complete and return any requested liability, publicity (where permitted) and other consents, releases and/or other documentation prior to the Grand Prize travel dates. Guest must be, at time of prize fulfillment, the age of majority in the jurisdiction in which s/he resides (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. In the event of cancellation or unavailability after travel has been booked, the remainder of the Grand Prize will be awarded as the complete Grand Prize. Sponsor, in its sole discretion, will select the airport for travel. Winner and guest must travel together on the same itinerary. Travel subject to availability and blackout dates. Winner and guest are responsible for obtaining all necessary travel documents, including but not limited to, all necessary photo ID's, passports and other documents required for travel. Travel arrangements must be made through Magellan Jets and are subject to Magellan Jets' sole discretion. If the winner elects to travel or participate in the Grand Prize travel without a guest, no additional compensation will be awarded. No refund or compensation will be made in the event of the cancellation or delay of any flight, except at the sole discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by Magellan Jets as detailed in the passenger ticket contract. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the winner and his/her guest's transportation and such contracts shall be solely between the winner, his/her guest and such transportation companies. Lost, stolen, mutilated or damaged airline or other tickets, vouchers and certificates will not be replaced or exchanged. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any air carrier(s) or other transportation companies or any other persons providing any of these services to passengers, including any results thereof, such as changes in services or accommodations necessitated by same. Airline tickets issued in connection with the Grand Prize are not eligible for frequent flyer miles or any upgrades.

**Background Check Requirement:** To participate in this air travel prize component with Magellan Jets, the Grand Prize winner and guest must clear a criminal background check and other background checks conducted by Sponsor. The Grand Prize Winner and guest will cooperate with the Sponsor and complete any required authorizations and consents for such background checks.

**Air Travel Photographs of Keith Foulke:** The Grand Prize Winner and guest shall not publicly disclose, disseminate or use (including via social media posts) any photos or videos including Keith Foulke during this travel prize component without Mr. Foulke's prior consent.

- (b) Ground transportation for the Grand Prize Winner and one (1) guest to and from the hotel and airport on July 6, 2024, and July 7, 2024, respectively;

- (c) Overnight hotel accommodations for one (1) night for the evening of July 6, 2024 (this date being subject to change in the Sponsor's sole discretion), at the Red Sox team's hotel in New York, NY, to be arranged by the Sponsor; and,
- (d) Two (2) tickets for Grand Prize Winner and one (1) guest to the Boston Red Sox away game in New York, NY on July 6, 2024.
- (e) The Grand Prize Winner will have the opportunity to receive four (4) Green Monster tickets for the winner and three (3) guests to attend the Red Sox vs. Yankees home game at Fenway Park on Friday, June 14, 2024.

The Grand Prize may be redeemed only by the Grand Prize Winner and is not transferable or assignable. (Approximate Retail Value ("ARV") of the Grand Prize: \$17,741.)

Total ARV of all prizes: \$37,741.

**PRIZE CONDITIONS:** All prize details shall be determined in the sole and absolute discretion of Sponsor. Each winner of a Prize in this Sweepstakes 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.

For Grand Prize: The exact duration and nature of the flying with Keith Foulke opportunity is at the sole and absolute discretion of Sponsor and subject to availability. In the event Keith Foulke is unavailable for any reason, Sponsor reserves the right to substitute an alternate member of the Boston Red Sox personnel as determined solely by Sponsor to participate in Keith Foulke's absence. 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. The Grand Prize 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. The Grand Prize 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 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 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 applicable health and safety policies of the MLB Entities.

For First Prize: Winners must pick up the prize at Fenway Park during a date and time, as determined by the Red Sox Foundation. The Red Sox Foundation will provide reasonable options over a range of dates.

**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 the 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 the 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.

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By entering the Sweepstakes, each entrant agrees to (a) be bound by these Official Rules, including all entry requirements, and (b) waive any and all claims against Sponsor, the other MLB Entities, Facebook, Inc., Apple, Inc., and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives, advertising and promotion agencies, and any other company associated with the Sweepstakes, and all of their respective officers, directors, employees, agents, and representatives (collectively, "**Released Parties**") for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from participation in the Sweepstakes, receipt or use of any prize (or any portion thereof), or any travel or activity related thereto. By entering the Sweepstakes, each entrant gives his/her express permission to be contacted by Sponsor and/or MLB by telephone, email, and/or postal mail for Sweepstakes purposes. Each winner, by acceptance of the prize, grants to Sponsor, MLB, and each of their respective designees the right to publicize his/her name, city and state of residence, prize information, photograph, voice, statements, and/or other likeness for advertising, promotional, trade, and 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.

**GENERAL CONDITIONS:** The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due, or garbled entries, transmissions, email, or mail; lost, interrupted, or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections; availability, accessibility, miscommunications, or failures of computer, satellite, telephone, cable, or wireless transmissions or lines; computer hardware or software malfunctions, failures, or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines, telephone systems, wireless towers, or cellular tower equipment; any error, omission, interruption, defect, or delay in wireless or other transmission, processing, or communication; printing, typographical, or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements, or other materials; cancellation or postponement of any Major League Baseball game/event/exhibition; or any other errors, problems, or

difficulties of any kind, whether human, mechanical, electronic, or other, relating to the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with administration of the Sweepstakes, processing of entries, announcement of any winner, or any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users (e.g., hacking) or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Sweepstakes website. Persons who tamper with or abuse any aspect of the Sweepstakes or website; attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; intend to annoy, abuse, threaten, or harass any other entrant or any representative of Sponsor and/or MLB; or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty, or representation of any kind concerning any prize (or any portion thereof) and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and MLB reserve the right, in their sole discretion, to modify, suspend, extend, or cancel the Sweepstakes (or any portion thereof) in the event Sponsor is prevented from executing the Sweepstakes as contemplated herein by any event beyond Sponsor's control, including but not limited to: fire; flood; earthquake; explosion; public health epidemic or crisis; labor dispute or strike; act of God or public enemy; network or equipment failure; riot or civil disturbance; terrorist threat or activity; war (declared or undeclared); court order; or federal, state, or local government law, order, or regulation. Sponsor and MLB also reserve the right, in their sole discretion, to modify, suspend, extend, or cancel the Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes or events corrupt administration, security, fairness, integrity, or proper operation of the Sweepstakes. In the event of cancellation, Sponsor may elect to identify the winner and award the prize by way of random drawing from among all non-suspect, eligible entries received up to the time of cancellation. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT AND SPONSOR, MLB, AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

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 email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry, provided he/she is eligible according to these Official Rules. The "**Authorized Account Holder**" is the natural person to whom the applicable ISP or other organization (such as a business or educational institution) has assigned the submitted email address for the domain associated with such email address.

**ARBITRATION; CLASS ACTION WAIVER:** As a condition of entering this Sweepstakes, each entrant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Sweepstakes 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 New York County, New York 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. For New Jersey residents, the limitations set forth above may be inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of New York, U.S.A., applicable to contracts entered into and performed exclusively in that State.

**WINNER LIST:** For the winners' names, mail a request and a self-addressed stamped envelope to be received no later than ninety (90) days after the final Drawing Date to: Fly With Foulke Sweepstakes Winner List, c/o The Red Sox Foundation, Inc., 4 Jersey Street, Boston, MA 02215.

**SPONSOR:** The Sponsor of this Sweepstakes is The Red Sox Foundation, Inc., 4 Jersey Street, Boston, MA 02215.

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All entry data provided via the online entry form is provided to Sponsor and/or MLB. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Inc. Apple is not a participant in or sponsor of this promotion.