

**OFFICIAL RULES FOR  
RED SOX FOUNDATION 2020 SPRING TRAINING 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.** Void where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances. The Red Sox Foundation 2020 Spring Training Sweepstakes (the “**Promotion**”) begins on December 2, 2019 at 10:00 a.m. Eastern Time (“**ET**”) and ends on December 20, 2019, at 11:59 a.m. ET (the “**Promotion Period**”).

**1. Eligibility:** The Promotion is open to legal U.S. residents residing in the fifty (50) United States including the District of Columbia and Puerto Rico who are the age of majority in their jurisdictions of residence, or older, and at least eighteen (18) years of age, whichever is older, as of the date of entry. 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. 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. 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 the 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 the official winner of the Promotion.

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

**3. How to Enter:** There are two (2) ways to enter this Promotion: a) by donating online to support Sponsor’s charitable activities; and b) by U.S. Mail (without a donation).

**a) Donating Online:** Go to [www.RedSox.com/win](http://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 seventy-five dollars (\$75) will receive 75 entries; and a donation in the amount of one hundred dollars (\$100) will receive 100 entries. You must complete all required information indicated on the Promotion Website to be eligible. All receivables other than number of entries are subject to availability.

**b) U.S. Mail Without Donation:** If you wish to enter the Promotion without donating, you may enter by hand-printing your full name, address (P.O. Boxes are not permitted), city, state/territory and zip code, day and evening telephone numbers (including area codes), date of birth, and email address; name of Promotion (“Red Sox Foundation 2020 Spring Training Sweepstakes”); and the following statement: “I acknowledge that I have read, understand and agree to the Promotion Official Rules.” on a 3x5 postcard and mailing it in a sealed envelope with proper postage affixed to Red Sox Foundation, Inc., 4 Jersey Street, Boston, MA 02215. Limit one (1) entry per stamped outer envelope. Each successfully submitted mail-in entry, as directed herein, will receive twenty-five (25) entries in the Promotion. You must provide all required information to be eligible to enter and win. Mail-in entries must be postmarked by December 20, 2019 and received by Sponsor by December 30, 2019 to be eligible. Mail-in entries become the property of Sponsor and will not be returned. Mail-in entries must be delivered by a postal carrier via the U.S. mail. Hand-delivered or in-person submissions will not be accepted by Sponsor or any of its employees, officers, directors or representatives.**4. Selection of Winner:** On or about December 30, 2019, Sponsor will select the name of the potential winner of the prize in a random drawing from among all eligible entries received. The odds of winning are based on the number of eligible entries received. Subject to verification of eligibility and compliance with these Official Rules,

the potential winner will be declared the official winner of the Promotion. The potential winner will be notified by email and/or telephone on or about December 30, 2019. Except where legally prohibited, the potential winner must sign and return, within three (3) days of being notified, an Affidavit/Declaration of Eligibility, Liability & Publicity Release in order to claim his/her prize. 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/Declaration of Eligibility, Liability & Publicity Release or Declaration of Compliance (“**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.

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 ONE HUNDRED (100) ENTRIES PER PERSON, REGARDLESS OF METHOD OF ENTRY OR DONATION AMOUNT IN EXCESS OF ONE HUNDRED DOLLARS (\$100). 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 number of entries 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. 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 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. Prize:** One (1) prize will be awarded. The winner will receive: (a) two (2) tickets to be used by winner and one (1) guest for the Boston Red Sox spring training game at JetBlue Park on Saturday, February 22, 2020 (this date being subject to change in the Sponsor's sole discretion); (b) private meet-and-greet with Red Sox Manager Alex Cora before the game; (c) recognition during the pre-game ceremony; (d) one (1) \$100 food and non-alcoholic beverage voucher for use on the date of the game; (e) one (1) custom 2020 Boston Red Sox jersey with the winner's last name (sizes subject to availability); (f) overnight hotel accommodations for one (1) night stay on Saturday, February 22, 2020 (this date being subject to change in the Sponsor's sole discretion); (g) a VIP tour of JetBlue Park for the winner and one (1) guest on February 22, 2020; and (h) round-trip airfare for two (2) provided by JetBlue from an airport with JetBlue Service closest to winner's residence determined by Sponsor at its sole discretion and Southwest Florida International Airport in Fort Myers, FL (collectively, the “**Prize**”). Airfare shall not be awarded as part of the Prize if the winner resides within two hundred (200) miles of JetBlue Park, and any difference in value will not be awarded. (Approximate Retail Value (“**ARV**”) of the Prize: \$1,595.) **GROUND TRANSPORTATION NOT INCLUDED.** The exact nature and duration of the meet and greet opportunity, pre-game recognition ceremony and VIP tour of JetBlue Park shall be determined by Sponsor in its sole discretion and subject to availability.

**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 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 Prize will be awarded as the complete 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 JetBlue and are subject to flight certificate availability. If the winner elects to travel or participate in the 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 JetBlue 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 Prize are not eligible for frequent flyer miles or any upgrades.

**6. Prize Restrictions/Conditions:** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the responsibility solely of 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. **GROUND TRANSPORTATION TO/FROM THE AIRPORTS, GAME, HOTEL, EVENT OR EXHIBITION NOT INCLUDED.** The exact seat locations at the game shall be determined by Sponsor at its sole discretion. Winner's guest must be of legal age of majority in his/her jurisdiction of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Winner and his/her guest agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the prize(s). Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to the winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the prizes will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor and the MLB Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or 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 or exhibition tickets.

**7. Prize Winner's Taxes:** The taxable value of the 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 winner. However, Sponsor will help mitigate the tax liability for the Prize winner making a payment directly to the IRS on behalf of the Prize winner. Despite Sponsor's assistance with mitigating the Prize winner's tax liability for the Prize, the Prize winner remains solely and exclusively responsible for ensuring the payment of all taxes associated with the Prize. The amount paid by Sponsor may or may not be enough to defray the entire tax burden for the Prize winner. Prize winner shall execute and provide to Sponsor all necessary forms to be filed in connection with any federal, state and or local taxes, including, but not limited to, a W9 Form and a W-2G Form. If you are the Prize winner, it is important that you determine what federal, state and/or local taxes you must pay. The Prize winner is encouraged to consult with an accountant or tax preparer or his or her choosing to make that determination.

Nothing contained in this section shall be construed such that Sponsor, the Boston Red Sox or the other MLB Entities, or any of their charitable partners, licensors and suppliers, and 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, is in any way liable for the Prize winner's tax liability that is created when the Prize winner claims the Prize. This provision is meant only to mitigate, not eliminate, the Prize winner's tax liability from winning the Prize.

**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 Promotion. Sponsor, the MLB Entities, and each of their respective agencies 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 miscommunications, 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 THIS 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 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, 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 via the online entry form is provided to Sponsor and not to Facebook. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**9. Publicity; Limitations of Liability and Releases:** By entering this 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 MLBAM by telephone, email and/or postal mail for Promotion purposes. The winner, by acceptance of a prize, grants to Sponsor, Boston Red Sox, MLBAM and each of their respective designees the right to publicize the winner's name, address (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 THIS PROMOTION, ENTRANT AGREES THAT SPONSOR, BOSTON RED SOX, THE 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 THIS 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, OR TERRORISM. BY PARTICIPATING IN THIS 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 THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PROMOTION WEBSITE 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 this 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 American Arbitration Association 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 this 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](http://mlb.com/tou) and Privacy Policy, which can be found at [mlb.com/privacy](http://mlb.com/privacy).

**12. Official Rules and Winner's Name:** For a copy of the Official Rules, visit [www.RedSoxFoundation.org](http://www.RedSoxFoundation.org) or send a self-addressed, stamped envelope for receipt by December 20, 2019 to: Red Sox Foundation, Inc., 4 Jersey Street, Boston, MA 02215. For the winner's name, available on or about December 30, 2019, visit [www.RedSoxFoundation.org](http://www.RedSoxFoundation.org).

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