

OFFICIAL RULES FOR THE 2023 RED SOX FOUNDATION SPRING TRAINING 50/50 RAFFLE

OFFICIAL RULES: By participating, entrants agree to be bound by these Official Rules and by the decisions of the Red Sox Foundation (“Foundation”), which shall be binding and final as to all matters related to the 50/50 Raffle (“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. Florida Registration Number CH31807.

NET PROCEEDS: The Net Proceeds from the Raffle will be split evenly between the Cash Prize for the entrant holding the winning raffle ticket (“Winner”) and the Red Sox Foundation. “Net Proceeds” means the gross receipts from raffle tickets (“Raffle Tickets”), less 12% of gross receipts that cover the Foundation’s reasonable administrative expenses (including reasonable sums expended for license fees and other reasonable operating expenses directly related to the Raffle). All of the Red Sox Foundation’s share of the Net Proceeds will benefit the programs operated by the Red Sox Foundation and charitable donations made by the Foundation, including programs that support recreational, educational, health and social services for children and families in need, with a focus on programs in New England and Lee County, Florida.

PRIZES:

ONE CASH PRIZE WINNER PER GAME. One Winner will receive fifty percent (50%) of that game’s total Net Proceeds (“Cash Prize”). For reference, the 2023 Boston Red Sox Spring Training Season schedule with the listing of games can be found [here](#). Unless otherwise specified in a separate subset of Official Rules, one (1) cash prize winner will be announced each game.

EARLY BIRD PRIZE WINNERS FOR RAFFLES ON FRIDAYS ONLY: For Raffles that end on Fridays, fans who purchase Raffle tickets at Fenway Park, JetBlue Park, or online at www.redsox.com/5050 for that game’s Raffle before the end of the 3rd inning of that Red Sox home game will be entered into an early bird drawing for the chance to win an Early Bird Prize. Four (4) 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 a winner of an Early Bird Prize to also win the 50/50 Cash 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 Early Bird Prizes will be determined at the sole discretion of the Red Sox Foundation and be announced via social media and/or email. The four (4) Early Bird Prizes are each defined as an “Early Bird Prize” and together the “Early Bird Prizes” and together with the Cash Prize, the “Prizes.” There will be one (1) Early Bird Prize Winner drawn during that game’s 4th inning for the Raffles ending on the following dates:

1. Friday, February 24, 2023
2. Friday, March 10, 2023
3. Friday, March 17, 2023
4. Friday, March 24, 2023

In the event that a Red Sox game listed as the deadline for an Early Bird Prize is postponed prior to the completion of three (3) innings, then the drawing from that respective Early Bird Prize shall

be extended to include the next Red Sox game during the 2023 Boston Red Sox Spring Training season.

The winning ticket numbers for each Early Bird Prize will be drawn at the time listed above and posted online at 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 the applicable 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 FLORIDA OR 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. Tickets are available for purchase IN PERSON by anyone 18 years and older, REGARDLESS OF THEIR STATE OF RESIDENCE. The Raffle ticket sales locations may include JetBlue Park and Fenway Park, and online sales limited to persons located in Florida or Massachusetts at the time 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 Club Limited Partnership (sometimes referred to as the “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. (collectively “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 \$10. The price points for the Raffle are as follows: 20 numbers for \$10; 125 numbers for \$20; or 400 numbers for \$40. 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 JetBlue Park and should be read before ticket purchase. They will also be posted on www.redsoxfoundation.org.

There are two methods of entering the Raffle, in person and online via www.redsox.com/5050:

1. **In Person:** Tickets are available for purchase IN PERSON by anyone 18 years and older, REGARDLESS OF THEIR STATE OF RESIDENCE. The Raffle ticket sales locations include Fenway Park, JetBlue Park, and other locations to be determined by the Foundation.
2. **Online via Website:** Eligible persons located in Massachusetts and Florida at the time of purchase may purchase raffle tickets on-line by visiting www.redsox.com/5050 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, and Privacy Policy, which may be viewed at: 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, regardless of the method, is void outside the Raffle Area and where prohibited by law, rule, or regulation.

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 \$10, \$20, or \$40 tickets that must be sold.

TRANSFER OF RAFFLE ENTRIES: Persons who purchase Raffle tickets at Fenway Park or other designated in person sales locations may opt to give away their Raffle tickets to others, but in doing so they give up any claim they might otherwise have to the Prizes if they surrender a winning Raffle ticket. Raffle tickets purchased in person may be given away to persons who are under 18 years of age, but only individuals who are 18 years of age or older may claim or win a Prize. The Raffle is being conducted pursuant to a raffle permit issued to Sponsor by the City of Boston. Purchasers of Raffle tickets may not re-sell their Raffle tickets to other parties, and may not knowingly give such Raffle tickets away to others for the purpose of allowing those other parties to re-sell such Raffle tickets. All Raffle tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell Raffle tickets in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize.

DRAWINGS: Potential winners will be selected in random computer-generated drawings from among all eligible entries received as of the applicable drawing entry deadline (the "Drawing(s)"). **There will be only ONE (1) Cash Prize drawing from all Raffle entries purchased in connection with that game's Raffle. Drawing for the Cash Prize to be held during that game's 7th inning. If the Raffle occurs during a game that is part of a doubleheader, then the Drawing for the Cash Prize will be held during that game's 5th inning. As set forth above, there will be one drawing for each Early Bird Prize at the dates and times 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 thirty (30) calendar days. As provided below under "POTENTIAL WINNERS MUST CONTACT SPONSOR," owners of winning Raffle ticket numbers have thirty (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 thirty (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.

RED SOX GAME POSTPONEMENTS OR CANCELLATION: In the event that the Red Sox game is postponed prior to the completion of six (6) innings, then the Raffle shall be extended to include the next regular season Red Sox game during the 2023 Boston Red Sox season, and the Cash Prize jackpot shall be based on the total Net Proceeds through the end of the 6th inning of that game; provided, that the Raffle will conclude and the drawing for the Cash Prize will take place no later than September 27, 2023. In the event that the next Red Sox game is the first game of a doubleheader, then the Cash Prize jackpot shall be based on the total Net Proceeds through the end of the 4th inning of that first Red Sox game of the doubleheader.

POTENTIAL WINNERS MUST CONTACT SPONSOR: Owners of eligible entries need not be present in person at the Drawing in order to win. Each Potential Winner must contact Sponsor directly to begin the process required to claim their prize no later than thirty calendar days after the winning number was selected by appearing in person at sponsor's offices at 11500 Fenway South Drive, Fort Myers, FL or 4 Jersey Street, Boston, MA with their winning raffle ticket weekdays between the hours of 11:00 a.m. ET and 3:00 p.m. ET, or by sending an email containing that potential winner's contact information to raffle@redsox.com during same timeframe to make arrangements so sponsor may inspect and verify each claimant's raffle ticket. **To appear in person at JetBlue Park or Fenway Park, a potential winner must arrange for a meeting time in advance by emailing raffle@redsox.com or calling (617) 226-6050.** Tickets must be presented within 30 calendar days for visual inspection and validation.

DETERMINATION OF OFFICIAL WINNER(S): Sponsor shall have the sole discretion to determine whether each winner who has contacted the Sponsor to begin the process required to claim their prize ("**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.

AWARD OF PRIZE(S) TO OFFICIAL WINNER(S): The Prize(s) will be awarded to the Potential Winner(s) who have been designated by Sponsor as Official Winner(s). The one (1) Cash Prize will be sent to each applicable Official Winner via check within thirty (30) business days of the applicable Official Winner delivering winning raffle ticket to a Red Sox Foundation representative. For security and safety reasons, no cash payments will be made to winners.

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.)

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 their 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 Comprising 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.**

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, Red Sox Foundation, and MLB, 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.

COPYRIGHT: All Raffle materials are copyrighted by Sponsor, and may not be copied, reproduced or used for any purpose without Sponsor's express prior written consent.

GOVERNING LAW; SEVERABILITY: The Raffle and these Official Rules shall be subject to and governed by the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that might otherwise cause the application of the laws of any jurisdiction other than the State of Florida. Any action seeking legal or equitable relief arising out of or relating to any Raffle or these Official Rules shall be brought only in the courts of the State of Florida located in Lee County.

If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.

DEPOSITING RAFFLE TICKETS OR RELATED MATERIALS IN THE FEDERAL MAILS IS A VIOLATION OF FEDERAL LAW AND COULD LEAD TO CRIMINAL PENALTIES.

A copy of these rules is also available on our website at www.RedSoxFoundation.org.