## 2021 RED SOX FOUNDATION POSTSEASON SWEEPSTAKES (ALCS) (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 A PRIZE DEPEND UPON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED FOR THAT PARTICULAR PRIZE. 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.

**ELIGIBILITY:** The Sweepstakes is open only 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. 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 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 p.m. Eastern Time ("**ET**") on October 12, 2021, 2021 and ends at 11:59:59 a.m. ET on October 17, 2021 ("**Entry Period**"). 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.

1. Online Method: To enter online, go to www.RedSox.com/win and click on the Sweepstakes banners, buttons, and/or links to make a donation. By successfully submitting a donation, you will receive entries as follows: A donation in the amount of twenty-five dollars (\$25) will receive twenty-five (25) entries; a donation in the amount of fifty dollars (\$50) will receive one hundred fifty (150) entries; a donation in the amount of one hundred dollars (\$100) will receive five hundred (500) entries. Upon selecting a donation tier, entrants will also select the particular Prize category for which they wish to have their entries entered. If an entrant wants to be entered into a draw for a different Prize, they must do so in a separate transaction.

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 <a href="mailto:mlb.com/tou">mlb.com/tou</a>) and Privacy Policy accessible at <a href="mailto:mlb.com/privacy">(mlb.com/privacy</a>). 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:

<u>Step 1</u>: Click <u>here</u> to access the AMOE form ("**AMOE Form**") during the Entry Period and provide the required entry information, including valid email address and the particular Prize category, 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 free entry, upon receipt of your order number, you must send an email with "Red Sox Foundation Postseason Ticket Sweepstakes (ALCS)" in the subject line to 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 twenty-five (25) entries in the Sweepstakes for the particular Prize category for which they wish to have their entries entered. Incomplete and/or inaccurate entries are void. Sponsor will use email addresses provided via email for prize notification purposes only. Email entries must be received by the close of the Sweepstakes Period. Email entries will not receive a reply or acknowledgement.

**RANDOM DRAWING; ODDS:** On or about October 17, 2021 (the "**Drawing Date**"), the potential winners will be selected by random drawing from among all eligible entries for each particular Prize received as of 11:59:59 a.m. ET on October 17, 2021 (the "**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. The odds of winning depend on the total number of eligible Entries received for each particular Prize. There is no limit to the number of tickets that may be sold.

PRIZES: Three (3) Total Prizes Will Be Awarded as set forth below (each referred to as a "Prize").

• **Dell Technologies Club Prize:** The Dell Technologies Club Prize winner will receive: (a) four (4) Dell Technologies Club tickets for winner and three (3) guests to all Boston Red Sox home games

at Fenway Park during the American League Championship Series (Game 3 at Fenway Park on Monday, October 18, 2021; Game 4 at Fenway Park on Tuesday, October 19, 2021; and Game 5 at Fenway Park on Wednesday, October 20, 2021 (if necessary)), subject to availability and applicable health and safety regulations; (b) one (1) \$150.00 food and non-alcoholic beverage voucher for each game; and (c) one (1) custom 2021 Boston Red Sox jersey (collectively, the "Dell Technologies Club Prize"). (Maximum ARV of Dell Technologies Club Prize: \$7,220.)

- Green Monster Prize: The Green Monster Prize winner will receive: (a) four (4) Green Monster tickets for winner and three (3) guests to all Boston Red Sox home games at Fenway Park during the American League Championship Series (Game 3 at Fenway Park on Monday, October 18, 2021; Game 4 at Fenway Park on Tuesday, October 19, 2021; and Game 5 at Fenway Park on Wednesday, October 20, 2021 (if necessary)), subject to availability and applicable health and safety regulations; (b) one (1) \$150.00 food and non-alcoholic beverage voucher for each game; and (c) one (1) custom 2021 Boston Red Sox jersey (collectively, the "Green Monster Prize"). (Maximum ARV of Green Monster Prize: \$2,840.)
- **Field Box Prize:** The Field Box Prize winner will receive: (a) four (4) Field Box tickets for winner and three (3) guests to all Boston Red Sox home games at Fenway Park during the American League Championship Series (Game 3 at Fenway Park on Monday, October 18, 2021; Game 4 at Fenway Park on Tuesday, October 19, 2021; and Game 5 at Fenway Park on Wednesday, October 20, 2021 (if necessary)), subject to availability and applicable health and safety regulations; (b) one (1) \$150.00 food and non-alcoholic beverage voucher for each game; and (c) one (1) custom 2021 Boston Red Sox jersey (collectively, the "Field Box Prize"). (Maximum ARV of Field Box Prize: \$3,260.)

The Prizes may be redeemed only by the winner of that specific prize and is not transferable or assignable. Total maximum ARV of all prizes: \$13,320.

PRIZE CONDITIONS: All prize details shall be determined in the sole and absolute discretion of Sponsor. Each winner of a Prize in this Raffle is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). Winners will be issued the appropriate tax forms documenting the prize winnings where required. All costs and expenses associated with prize acceptance and use which are not specifically included in the prize description above, including but not limited to transportation, lodging, meals, gratuities, insurance, and other expenses, are the sole responsibility of the winner. The prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute any prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket; see mlb.com/ticketback for details. Precise seat locations at the game date shall be determined in the sole discretion of Sponsor. Each winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Major League Baseball game 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 any prize will govern in the event a legal game, as defined by Major League Baseball, is not played or held due to public health emergencies including but not limited to COVID-19 related conditions, weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Each winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor and the MLB Entities reserve the right to remove or to deny entry to any winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties

(as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Major League Baseball game/event/exhibition. Major League Baseball game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game/event/exhibition ticket. Participation in the prize event is subject to winner's (and guest's) consent to and compliance with all health and safety policies of the MLB Entities, including but not limited to the wearing of masks if and when directed and the requirement to be fully vaccinated against COVID-19 (i.e., having received a final vaccination dose at least 14 days prior to the event).

**TAXES:** All federal, state and local income taxes are the sole responsibility of each Sweepstakes 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.

NOTIFICATION: Each potential winner will be notified at the email 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 one (1) hour 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 for that particular Prize. 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, in timely fashion. 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 for that particular Prize.

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 Drawing Date to: Red Sox Foundation Postseason Sweepstakes (ALCS) 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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