### 2024 DASH MOST VALUABLE BUSINESS

## **TERMS AND CONDITIONS**

# What is the Dash Most Valuable Business program?

The Dash Most Valuable Business program (the "**Program**") honors small local businesses by providing meaningful branding opportunities and an experience at a Dash 2024 regular season home game at Truist Stadium (each, a "**Dash MVB**"). By highlighting these businesses' stories of leadership and purpose, we hope to inspire others.

## What type of business can be nominated as a Dash MVB?

A nominee for the Program (a "**Nominee**") must be a business that is (i) a for-profit business with less than fifty (50) employees, (ii) operating within seventy-five (75) miles of Truist Stadium, and (iii) is a sole proprietorship, partnership or limited liability company. In addition to providing business services, Nominees must also actively work to build community, impact their respective neighbors and neighborhoods, and help others rise. Nominees should willingly and selflessly provide their time and effort to create a better tomorrow for all.

#### Who can nominate a business as a Dash MVB?

Any U.S. resident who is eighteen (18) years of age or older (except in the case of legal residents of certain states where the legal age is greater than eighteen (18) years of age, such legal age of majority) can nominate a qualifying business for the Program, provided the nominator has secured permission from the Nominee to disclose their personal information within the Nomination Form (defined below). Self-nominations are permitted in accordance with these guidelines. All individuals submitting a Nomination Form agree to release and hold the "PDL Entities" (defined below), MLB Entities (defined below), "), , Truist Bank and its parent, subsidiaries, affiliates, and related entities (collectively. "Truist") harmless from and against any and all rights, claims and causes of action that may arise against either of them in connection with a Nomination Form submitted as part of the Program. "PDL Entities" "PDL Entities" means MLB Professional Developments Leagues, LLC ("PDL"), each PDL Club, each of their subsidiaries or affiliated entities, any entity which now or in the future controls, is controlled by, or is under common control with PDL and the PDL Clubs, and all officers, directors, employees, agents, partners, and members of those entities. "MLB Entities" means the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., 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.

## How do I nominate a business as a Dash MVB?

Nominations for the Program are made by completing the online nomination form on the Dash website under this page: Contests | Winston-Salem Dash (the "Nomination Form"). All Nomination Forms must be received by 11:59p.m. ET on August 31, 2024.

## How will each Dash MVB be selected?

The Dash retain sole and absolute discretion with regard to the evaluation of Nominees and the selection of each 2024 Dash MVB. Each Nominee selected to be a Dash MVB will be notified via the Nominee's provided e-mail by no later than August 31, 2024. If a selected Nominee does not acknowledge acceptance within seventy-two (72) hours of a communication from the Dash notifying the Nominee of their selection, the Dash may select an alternate qualifying Nominee in the Dash sole and absolute discretion.

## How will the selected 2024 Dash MVB be honored/awarded?

Each selected Dash MVB receives:

• Four (4) complimentary tickets to a mutually agreed upon Dash 2024 regular season home game (dates and times of selected games subject to change), each ticket with a Twenty-Five Dollar (\$25) added value feature valid towards the purchase of food, snacks and non-alcoholic beverages, one (1) parking pass at a parking facility designated by the Dash, an in-game welcome message, opportunity to throw out the first pitch for selected game, and a gift bag compliments of the Dash and Truist (collectively, the "Dash MVB Winner Package").

## General terms - What else should I know?

The Dash may contact nominators or Nominees using information provided on the Nomination Form, for purpose of evaluating Nominees and notifying Nominees of their selection. All decisions made by the Dash in connection with the Program shall be based on the information provided in the online form or in follow-up discussions with a Nominee or nominator, and no correspondence will be entered into relating to these decisions.

No transfer, assignment or substitution of any of the aforementioned Dash MVB Winner Package, except at the sole discretion of the Dash, will be permitted.

Travel to and from the determined Dash game is not included.

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. Seat locations

at the game/event/exhibition and, unless otherwise stated in the applicable award description, exact game/event/exhibition date shall be determined in the sole discretion of the Dash. Each Dash MVB 's guest(s) must be of legal age of majority in their jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Minor League Baseball game/event/exhibition dates and times are determined in the sole discretion of the PDL and/or the applicable PDL Club and may be subject to change. The terms and conditions of the tickets included as part of any award/benefit will govern in the event a legal game/event/exhibition, as defined by PDL,, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Each selected Dash MVB and their quest(s) agree to comply with all applicable ballpark and venue regulations in connection with the award. Truist and the PDL Entities reserve the right to remove or to deny entry to any winner and/or their 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, may or does cause damage to person, property or the reputation of the Dash or otherwise violates the policies of the Dash and/or other PDL Entities.

Dash, Truist, and PDL Entities 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 Minor League Baseball game/event/exhibition.

Minor League Baseball game/event/exhibition tickets offered as part of this Program 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 award/benefit forfeiture, and may invalidate the license granted by the game/event/exhibition ticket.

Released Parties (a) make no warranty, guaranty, or representation of any kind concerning any benefit/award (or any portion thereof) and (b) disclaim any implied warranty. By participating in the Program, each participant agrees to waive any and all claims against the Dash, Truist, and PDL Entities for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from participation in the Program, or receipt or use of any benefit/award (or any portion thereof). All Nominees and individuals submitting a Nomination Form agree to be bound by these terms and conditions, and each Nominee selected to be a Dash MVB, by acceptance of the benefits/award described herein, grants to the Dash, the PDL Entities and each of their respective designees the right to publicize their name, business name, address, photograph, voice, statements and/or other likeness and benefits information for advertising, promotional and/or 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. Notwithstanding the foregoing, the Dash also reserve the right to require potential award recipients to provide evidence in support of the information provided in their Nomination Form and to complete certain documentation, including but not limited to a certificate of

eligibility, liability release, publicity release (except where prohibited by law), photo/image waiver and release, and authorization for background check, as a condition of potential selection for receipt of the Program recognition. These terms and conditions are to be governed by and construed and interpreted in accordance with the laws of the State of North Carolina.

Major League Baseball trademarks, service marks, and copyrights are proprietary to the PDL Entities. All rights reserved.

All entry data provided via the online entry form is provided to Truist and/or PDL.