## Amazin' Mets Foundation 50/50 Charity Official Rules:

## NO CONTRIBUTION OR PURCHASE NECESSARY TO ENTER OR WIN.

The Amazin' Mets Foundation, Inc., a Section 501(c)(3) tax-exempt corporation ("Sponsor"), is sponsoring a single-prize chance drawing ("Raffle") to be conducted in connection with each New York Mets ("Mets") Major League Baseball spring training game ("Spring Training Game") played at Clover Park (the "Stadium") during the 2022 MLB Spring Training Season ("Spring Training") and also each St. Lucie Mets Low-A Southeast 2022 Season game ("Regular Season Game", and together with the Spring Training Game "Game") ("SL Mets Season") (the "Raffle Period"). The "Entry Period" for each Raffle during Spring Training begins from the time gates open to the public for that particular Spring Training Game and ends at the time the last out is made in the bottom of the seventh (7<sup>th</sup>) inning of that Game. The Entry Period for each Raffle during the SL Mets Season begins from the time gates open to the public for that particular Regular Season Game homestand and ends at the time the last out is made in the bottom of the seventh (7<sup>th</sup>) inning of the game scheduled to be played for that particular homestand. For example, the St. Lucie Mets is home to Jupiter for six (6) consecutive days of games from August 30, 2022 until September 4, 2022. The Entry Period for this homestand begins from the time gates open to the public on August 30, 2022 until the last out is made in the bottom of the seventh (7<sup>th</sup>) inning of game on September 4, 2022. The Entry Period for each Raffle during the SL Mets Post-Season begins from the time gates open to the public for that Post-Season Game and ends at the time the last out is made in the bottom of the seventh (7<sup>th</sup>) inning of that Game.

If for any reason the Entry Period for a particular Game commences by the Game gets postponed or cancelled prior to the completion of seven (7) innings of play, then the Entry Period shall be deemed to have ended at such time as an announcement is made by the Mets or St. Lucie Mets, as the case may be, over the Stadium's public address system that the Game has been postponed or cancelled, and the drawing will be held at such time later that date as the Sponsor may determine in its sole discretion. A list of Games scheduled to be played at the Stadium during the Raffle Period and the time gates open to the public for each Game are available at <u>www.stluciemets.com</u> during the SL Mets' regular business hours (the "Business Hours") as set forth in the Section entitled "Sponsor" below. Game dates and times are subject to change. Spring Training Game dates and times and gate opening times are determined in the sole discretion of the "BOC" (as that term is defined below) and/or the Mets or SL Mets, as applicable, and are subject to change. If a scheduled Game is cancelled or postponed before the Entry Period has begun, there will be no Raffle conducted for the date of that Game.

ELIGIBILITY: At time of entry, entrants must be at least eighteen 18 years of age. Sponsor has the right to request photo identification from any person desiring to enter the Raffle. Raffle is void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Employees of Sponsor, the Mets and SL Mets, and members of their immediate family and residents of their household, are not eligible to enter. "Immediate family" includes only an employee's spouse, parents, children and employee's siblings living in the same household.

TO ENTER: No purchase or contribution is necessary to enter or to win. To enter, an eligible entrant may request and receive in person during the Entry Period from a designated representative of Sponsor an

official raffle ticket ("Ticket") for the Raffle to be conducted at that particular Game. Each Ticket will bear a unique identification number ("Ticket Number") and those numbers shall be used to determine the winner of the Raffle. Tickets may be obtained at the Stadium only during the Entry Period. Tickets will be available during the Entry Period at a table (the "Concourse 50/50 Kiosk") located at the Homeplate Breezeway on the Concourse inside the Stadium. Tickets also may be obtained from designated representatives of Sponsor who will be circulating from time to time throughout the Stadium during the Entry Period. Sponsor also may elect from time to time to designate other location(s) at which Tickets may be obtained with such other location(s), if any, where Tickets may be obtained during a particular Entry Period to be available at the Concourse 50/50 Kiosk.

There is a maximum of one (1) free Ticket Number per eligible person per Entry Period if no donation is made by such person, with such Ticket to be obtained during the Entry Period at the Concourse 50/50 Kiosk (photo identification will be required to be shown). If a person does not have or wish to purchase an admission ticket to a particular Game, a Ticket may be requested during the Entry Period from the Raffle Manager inside the Stadium. Any person who obtained a Ticket in accordance with the provisions of the immediately preceding sentence can inquire in person with the Raffle Manager inside the Stadium after the end of the Entry Period but prior to the end of the Game with respect to which the Ticket was obtained as to whether he or she is the winner. Entering the Raffle does not permit an entrant to enter the Stadium. A request for and receipt of a Ticket constitutes the entrant's full and unconditional agreement to and acceptance of these Official Rules, including all entry requirements.

Tickets may only be obtained for the Raffle to be held for the Game on that date and may not be obtained for future Raffles. There are suggested minimum cash contributions to the Sponsor in connection with the receipt of Tickets with the total amount of all such contributions made during the Entry Period at that particular Game in connection with the receipt of Tickets, as determined by the Sponsor in its sole discretion (such total amount being hereinafter referred to as the "Contributions"), LESS AN AMOUNT EQUAL TO TWELVE PERCENT (12%) OF THE CONTRIBUTIONS TO COVER SPONSOR'S ADMINISTRATIVE COSTS OF THE RAFFLE, being hereinafter referred to as the "Net Raffle Proceeds".

DRAWING AND NOTIFICATION OF PRIZE WINNER: For each Raffle, the potential winner of the Raffle "Grand Prize" (as that term is defined hereinafter) will be selected by random drawing from among all eligible entries received during the applicable Entry Period and the winning Ticket Number ("Winning Number") announced over the Stadium's Public Address System and shown on the Stadium Scoreboard (collectively, the "Notifications"), prior to the bottom of the eighth (8<sup>th</sup>) inning of the applicable Game being played on that date. The holder (subject to verification of eligibility and compliance with these Official Rules), "Raffle Winner") of the ticket (the "Winning Ticket") bearing the Winning Number will be directed via the Notifications to bring the Winning Ticket to the Concourse 50/50 Kiosk within thirty (30) minutes (the "Gameday Delivery Time") after the time the Notifications are made (said time being determined by the Sponsor in its sole discretion). Entrants need not be present to win.

The Winning Number for each Raffle shall be posted ("Website Posting") at <u>www.stluciemets.com</u> on the day immediately following the Game at which the particular Raffle was held and shall remain posted throughout the "Claims Period" (as that term is hereinafter defined) or can be obtained by calling (772) 871-2138 ("Telephone Number") during the Business Hours and asking to speak to a representative of

the Amazin' Mets Foundation ("Representative"). In order to be eligible to claim the Grand Prize, the Raffle Winner must deliver the Winning Ticket to a Representative either at Concourse 50/50 Kiosk prior to the Gameday Delivery Time on the date of the Raffle with respect to which the Raffle Winner has the Winning Ticket or during the Business Hours at the Stadium within the time period that ends at the close of the Business Hours on the date that is ten (10) days after the Raffle was held with respect to which the Raffle Winner has the Winning Ticket ("Claims Period"); provided, however, that if such tenth (10<sup>th</sup>) day falls on a Saturday or Sunday, then the Claims Period shall be extended such that the Raffle Winner shall have until the end of the Business Hours on the Monday immediately following such tenth (10<sup>th</sup>) day to deliver the Winning Ticket to a Representative at the Stadium in order to be eligible to claim the Grand Prize). Any transportation or other expenses required for the Raffle Winner to make delivery of the Ticket shall be the Raffle Winner's sole responsibility and will not be furnished or paid for by the Sponsor or the Mets or the SL Mets. Non-winning Tickets from one Raffle do not carry-over to and are not eligible for any subsequent Raffle.

GRAND PRIZE: The holder of the winning Ticket shall be entitled to receive, upon compliance with these Official Rules, fifty percent (50%) of the Net Raffle Proceeds (the "Grand Prize"). Sponsor is required by law to withhold and remit to the Internal Revenue Service on the Raffle Winner's behalf an amount equal to twenty-five percent (25%) of the Grand Prize (such amount being referred to herein as the "Withholding Amount") if the Grand Prize is greater than \$5,000 and if the Raffle Winner is a citizen or resident alien of the United States with a Social Security Number (different rules as promulgated by the Internal Revenue Service apply for nonresident aliens and for resident aliens and citizens of the United States who do not have a Social Security number).

PRIZE RESTRICTIONS AND ODDS: The Grand Prizes are not transferable or assignable and cannot be substituted for another prize. Any and all taxes, fees, and other costs including but not limited to federal and, if applicable, state and local income and withholding taxes that may arise and be due or asserted on the value of the Grand Prize are the sole responsibility of each Raffle Winner. Odds of winning depend on the number of eligible entries received for the applicable Raffle.

PUBLICITY RELEASE: Each Raffle Winner agrees that acceptance of the Grand Prize grants to Sponsor, the Mets and SL Mets the right to print, publish, broadcast, and use world-wide, in any media now known or later developed at any time or times, such Raffle Winner's name, portrait, picture, voice, likeness, and biographical information for any purpose, including but not limited to in advertisements, publicity, and other communications without additional compensation, except where prohibited by law.

RELEASE: As a condition of entering the Raffle, and by accepting a Ticket, each entrant agrees that (1) under no circumstances will the entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than actual out-of-pocket expenses, if any; (2) all causes of action arising out of or connected with the Raffle or any prizes awarded shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and costs. BY ENTERING THE RAFFLE, THE RAFFLE WINNER AGREES TO RELEASE, DISCHARGE AND HOLD HARMLESS SPONSOR, METS, SL METS, STERLING METS L.P., STERLING METS FRONT OFFICE, L.L.C., STERLING METS OPERATIONS, L.L.C., AND THE OTHER MLB ENTITIES, AND EACH OF

THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES"), FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE RAFFLE OR THE ACCEPTANCE, USE, MISUSE, NON/USE, OR POSSESSION OF THE GRAND PRIZE, OR ANY PRIZE-RELATED ACTIVITY. As used herein, the "MLB Entities" shall mean MLB Advanced Media, L.P. ("MLB"), the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, Major League Baseball Properties, Inc., the Major League Baseball Clubs ("Clubs"), The MLB Network, LLC, 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.

DISCLAIMER: Released Parties are not responsible for any errors which may occur in connection with the administration of the Raffle, the processing of entries, the Notifications or the Website Posting, any other announcements or telephone or in-person conversations relating to the Raffle or in any Rafflerelated materials. Sponsor and MLB reserve the right, in their sole discretion, to terminate, modify, or suspend any Raffles should Sponsor determine, in its sole discretion, that any virus, bug, non-authorized human intervention or other causes beyond its control have corrupted or affected the administration, security, fairness or proper conduct of the Raffle. In such case, Sponsor will select the Winning Number from among all eligible entries received prior to the aforesaid action taken by Sponsor. Released Parties are not responsible for, and Sponsor and MLB reserve the right to correct, typographical, clerical or printing errors in any Raffle-related materials, including these Official Rules. Released Parties are not responsible or liable for any events beyond the control of Sponsor which may cause the Raffle to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, entries, nor are the Released Parties responsible for any failure of any Ticket to be delivered on account of technical problems or human error, or any combination thereof. Sponsor may exclude, disqualify or terminate participation in the Raffle to any entrant who, in Sponsor's sole discretion: (a) ignores these Official Rules; (b) acts in a manner Sponsor determines to be not fair; (c) acts with an intent to annoy, threaten or harass any other entrant, the Sponsor or MLB; (d) acts in any other disruptive manner; or (e) tampers with the entry process. Sponsor will not replace any lost, mutilated, or stolen Tickets. Sponsor and MLB reserve the right to make changes in the rules of the Raffle, which changes will become effective upon publication of revised Official Rules at www.stluciemets.com.

CAUTION: ANY ACT OR ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE RAFFLE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND THE MLB ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY INDIVIDUAL(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

CHOICE OF LAW AND JURISDICTION: Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants, the potential winners and Sponsor in connection with any Raffle, shall be governed by, and construed in accordance with, 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 St. Lucie County.

WINNER'S IDENTITY: For the name of the Raffle Winner of any of the Raffles, send a self-addressed stamped envelope within 60 days of the applicable Raffle to Amazin' Mets Foundation, Inc., Attn: 50/50, 31 Piazza Drive, Port St. Lucie, FL 34986 and identify the particular Game for which the name of the Raffle Winner is to be provided.

SPONSOR: The Sponsor of the Raffle is Amazin' Mets Foundation, Inc., Attn: 50/50, 31 Piazza Drive, Port St. Lucie, FL 34986. A copy of these Official Rules is available at the Concourse 50/50 Kiosk during the Entry Period at each of the Games, at the aforesaid office address during the Box Office Hours (which are on game days, 2:00 P.M. ET to 7:00 P.M. ET), at <u>www.stluciemets.com</u>, and will be sent by mail if request is accompanied by a self-addressed, stamped envelope. A COPY OF SPONSOR'S OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE 1-800-HELP-FLA (435-7352). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.