

Fan Designed Giveaway Shirt Contest 2023 (the "Contest")

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPACT YOUR OPPORTUNITY TO WIN. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. TRAVEL NOT INCLUDED

The object of the Contest is to submit an original shirt design (the "**Submission**") which most creatively expresses Jacksonville Jumbo Shrimp fandom. Staff members of the Jacksonville Jumbo Shrimp (the "**Judges**") will select the highest scoring Submission in accordance with these Official Rules and based upon criteria set forth in the Judging section below to determine the winner.

ELIGIBILITY: The Contest is open only to legal residents of Duval County plus the geographic area that is within 100 mile radius of the Club's ballpark ("**Eligible Territory**") who are eighteen (18) years of age (except in the case of residents of jurisdictions where the legal age of majority is greater than eighteen (18) years, such legal age of majority) or older at the time 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 Jacksonville Baseball, LLC ("**Sponsor**"), the PDL Entities, 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 Contest are not eligible to participate or win a prize. "**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, the Major League Baseball Clubs ("**Clubs**"), MLB Advanced Media, L.P., Major League Baseball Properties, Inc., 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. The Contest is subject to all applicable laws, rules, and regulations. Void outside the Eligible Territory and where prohibited or restricted by law, rule, or regulation.

ENTRY PERIOD: The Contest entry period begins on Monday, January 9 2023 at 10:00 AM Eastern Time ("**ET**") and ends on Sunday, January 22, 2023 at 5:00 PM ET. (the "**Entry Period**"). Limit one (1) entry per person/email address. Additional entries beyond the specified limit will be void.

HOW TO ENTER: Go to <https://www.milb.com/jacksonville/forms/fan-designed-giveaway-shirt/form/> during the Entry Period and click on the Contest banners, buttons, and/or links to access the entry form for the Contest. Participants must read and consent to these Official Rules during the Contest entry process. Participants must also provide certain personally identifiable information and their Submission in accordance with the Submission Requirements and Content Restrictions as set forth below. All information submitted online by participants is subject to, and will be treated in a manner consistent with, Minor League Baseball's website Terms of Use (accessible at [milb.com/about/terms](https://www.milb.com/about/terms)) and Privacy Policy accessible at ([milb.com/about/privacy](https://www.milb.com/about/privacy)). Participants 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 entries must include a valid email address for the entrant. By successfully transmitting a completed entry form during the Entry Period as directed, you will be entered in the Contest and be a "**Participant**." Participants may be given the option to receive commercial email from Sponsor and/or MiLB.com; however, eligibility to participate in the Contest is not dependent upon Participant's consent to receive such emails and consenting to receive such emails will not impact any Participant's opportunity to win.

Participants who do not indicate their agreement to these Official Rules will not have their Submissions reviewed. Submissions that do not comply with the Submission Requirements, the Content Restrictions, or otherwise with these Official Rules will be void, eliminated, and not eligible for consideration. Online entry only. No other method

of entry will be accepted. Participants are solely responsible for Internet connectivity, software, and/or hardware that may be required in order to create and/or submit any Submission.

SUBMISSION REQUIREMENTS: You must submit your Submission as directed during the Contest entry process. By submitting a Submission, each Participant represents and warrants that his/her Submission is an original work of authorship and that, as of the date of submission, he/she owns all right, title, and interest in the Submission or has all necessary rights in the Submission in order to submit it in accordance with these Official Rules. Submissions must be in the following format(s): JPEG, GIF, PNG, EPS or AI file.

JUDGING; FAN VOTE: Between January 23 and January 30, 2023 (the “**Judging Date**”), the Judges will score all eligible Submissions based on the following criteria: Originality (60%) and Clarity of Expression (40%). The five (5) highest scoring Submissions as determined by the Judges will be deemed the Finalists. The Finalists will be announced and made available on the Contest Page for fan voting purposes from 10:00 AM ET on Tuesday January 31, 2023 until 5:00 PM ET on Sunday, February 5, 2023 (the “**Voting Period**”). Limit one (1) fan vote per email address per day during the Voting Period. Votes or voting email addresses generated by script, macro, or other automated means, or with the intent to affect the integrity of the voting process, will be void. Subject to verification of eligibility and compliance with these Official Rules, the eligible Finalist who received the most fan votes will be declared the official winner of the Contest. In the event of a tie, the Originality score will be used as the tiebreaker.

PRIZE: One (1) Prize To Be Awarded. The winner will receive ten (10) tickets for winner and nine (9) guests to the Jacksonville Jumbo Shrimp home game at 121 Financial Ballpark on Saturday, April 8, 2023, twenty (20) shirts featuring the winning Submission design, and the opportunity for winner only to throw a ceremonial first pitch. (Approximate Retail Value: \$250.00) The winning Submission design artwork may also be used as the giveaway shirt on Saturday, April 8, 2023. Actual seating location to be determined in the sole discretion of the Sponsor. **TRANSPORTATION AND LODGING NOT INCLUDED.**

PRIZE CONDITIONS: All prize details shall be determined in the sole and absolute discretion of Sponsor. Winner is fully responsible for any and all applicable taxes (including income and withholding taxes). 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 the prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. 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. 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 awarded as part of the prize 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. Winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor and the PDL Entities reserve the right to remove or to deny entry to the 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 Minor League Baseball game/event/exhibition. Minor 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).

CONSENT, LICENSE, AND RELEASE: In exchange for the opportunity to participate in this Contest, and the possible use of Participant’s Submission and/or possible appearance of Participant in an audio, visual, and/or

multimedia production, the receipt of which opportunities shall be sufficient consideration for this Consent, License, and Release, each Participant does hereby:

- (1) consent to the collection by Sponsor and PDL (or their designees) of his/her personal information, including without limitation name, date of birth, address, telephone number(s), and email address(es) (the “**Personal Information**”) in connection with the Submission;
- (2) grant to Sponsor, the PDL Entities, the MLB Entities, and each of their respective designees the perpetual and unlimited right and license to use, edit, modify, duplicate, and/or create derivative works from his/her Submission throughout the world via any media now known or hereafter developed, without limitation and without notice or payment of any compensation to the Participant or his/her heirs and successors, except where prohibited by law, including, but not limited to, the right for Sponsor and PDL to publish, display, broadcast, distribute, reproduce, perform, and otherwise use and exploit the Submission via the Internet or any other interactive media, in stadium, on television, and in print (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming, or services of the PDL Entities and the MLB Entities or for any other advertising, marketing, publicity, and promotional purposes; and (iii) for any other purpose whatsoever;
- (3) agree that the foregoing license includes without limitation the right (i) to use his/her name (and any other Personal Information that may be incorporated into the Submission), likeness, image, voice, statements, appearance, and performance as embodied in the Submission in whole or in part, for advertising, promotional, and trade purposes in any and all media now known or hereafter developed, worldwide, in perpetuity, without notice and without further consideration or compensation, except where prohibited by law; (ii) to edit, alter, distort, add to, rearrange, and otherwise modify the Submission and use the Submission in whole or in part or in combination with other materials; and (iii) to assign and/or license others to use the Submission for all of the purposes hereunder;
- (4) acknowledge and agree, with respect to the Personal Information, that Sponsor and the PDL Entities shall have the right, subject to applicable law, to (i) incorporate certain of the Personal Information into the Submission and use such Personal Information as incorporated therein; (ii) analyze and use the Personal Information for any and all purposes, including without limitation sending the Participant advertising and promotional materials and for any other advertising, marketing, and promotional purposes; and (iii) to share the Personal Information with third parties for their advertising, marketing, and promotional purposes or for any other purposes;
- (5) acknowledge that Participant shall have no right of approval of any use of the Submission and the Personal Information as permitted hereunder;
- (6) agree that Participant shall use any copy of the Submission that he/she obtains solely for his/her personal, non-public, non-commercial use; and
- (7) indemnify, hold harmless and fully release the Released Parties (as defined below) from any and all claims, demands, losses, promises, causes of action, and/or liabilities for any injuries, losses, death, or damages of any kind caused, directly or indirectly, in whole or in part, by participation in, or preparation for, the Contest, Contest-related activity, Participant's Submission, or resulting from the acceptance, possession, quality, or use or misuse of the prize (or any portion thereof, including any travel or activity related thereto), including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation, or infringement of rights of publicity or privacy.

Nothing herein will obligate Sponsor and the PDL Entities to make any use of any of the rights set forth herein. In the event that any individual appears with the Participant in the Submission but does not submit a separate Consent, License, and Release, the Participant hereby represents and warrants (a) that such individual has authorized Participant to agree to this Consent, License, and Release on his/her behalf (or, with respect to any individual under the legal age of majority in his/her jurisdiction of residence, that Participant is the parent and/or legal guardian of such individual, with legal authority to act on behalf of such individual) and (b) that Participant agrees to this Consent, License, and Release on behalf of such individual.

CONTENT RESTRICTIONS: Participants must not include any of the following in any Submission: (a) vulgarity, profanity, nudity, or material which is adult-oriented, sexually-explicit, indecent, or inappropriate; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities;

(d) content in violation of intellectual property rights or laws; (e) false, libelous, defamatory, disparaging, tortious, or slanderous materials; (f) content that denigrates, disparages, or reflects negatively on Sponsor, the PDL Entities, the MLB Entities, their owners and employees, or the game of baseball; (g) tobacco, e-cigarettes, alcohol, or drugs; (h) dangerous stunts or real weapons of any kind, including but not limited to guns, knives, or projectiles; (i) material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by federal, state or local law, ordinance, or regulation; (j) any individual under legal age of majority without providing a signed release from his/her parent or legal guardian; (k) audio, visual, and/or multimedia content owned by any third party (e.g., recorded music, pre-produced video, etc.); and (l) material that is unlawful or otherwise in violation of or contrary to the laws or regulations where the Submission is created, including but not limited to laws relating to rights of privacy or publicity. Any Submission that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

NOTIFICATION: The potential winner will be notified at the email address, postal 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 three (3) days 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 chosen based on the judging criteria from among all remaining eligible Submissions. The 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 1099 for any prize valued at \$600 or greater. The 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, within five (5) days of the date of issuance. Failure to submit any identification required by Sponsor or to return any required documents within the specified time period, noncompliance with these Official Rules, or 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 chosen based on the judging criteria from among all remaining eligible Submissions.

CONTEST ADMINISTRATION: Sponsor will be responsible for resolving any disputes and rules violations that arise in connection with the Contest. Sponsor's computer will be the official clock of the Contest. All decisions by Sponsor regarding the Contest shall be final and binding in all respects.

GENERAL CONDITIONS: By participating in the Contest, each Participant (a) accepts and agrees to be bound by these Official Rules, including all entry requirements, and Minor League Baseball's website [Privacy Policy](#) and [Terms of Use](#); and (b) gives his/her express permission to be contacted by Sponsor and/or its representatives for Contest administration purposes. Sponsor, the PDL Entities, the MLB Entities, Apple, Inc., Facebook, Inc., and each of their respective parents, affiliated companies, trustees, subsidiaries, franchisees, assignees, affiliates, licensees, telecasters, sponsors, and advertising and promotional agencies, and each of their respective general and limited partners, members, shareholders, officers, directors, agents, employees, representatives, and contractors (collectively, the "**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 Contest-related advertisements, or other materials; cancellation or postponement of any Minor League Baseball game/event/exhibition; or any other errors, problems, or difficulties of any kind, whether human, mechanical, electronic, or other, relating to the Contest, including, without limitation, errors or difficulties which may occur in connection with administration of the Contest, processing of entries, announcement of the winner, or any Contest-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 Contest. 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 Contest or downloading materials from or use of the Contest website. Persons who tamper with

or abuse any aspect of the Contest or website; attempt to undermine the legitimate operation of the Contest 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 PDL; 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 Contest and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty, or representation of any kind concerning the 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 PDL reserve the right, in their sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) in the event Sponsor is prevented from executing the Contest 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 PDL also reserve the right, in their sole discretion, to modify, suspend, extend, or cancel the Contest (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 Contest. In the event of cancellation, Sponsor may elect to identify the winner and award the prize by judging 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 Contest.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST 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, PDL, 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 Contest, each Participant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Contest 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. 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 winner's name, mail a request and a self-addressed stamped envelope to be received no later than ninety (90) days after the Judging Date to: Fan Designed Giveaway Shirt Contest Winner List, c/o Jacksonville Jumbo Shrimp, 301 A. Philip Randolph Blvd, Jacksonville, FL 32202.

SPONSOR: The Sponsor of this Contest is Jacksonville Baseball, LLC, 301 A. Philip Randolph Blvd. Jacksonville, FL 32202.

The Contest is a skill contest designed to increase consumer awareness of and interest in Minor League Baseball. This Contest may not be used for, or in connection with, any form of gambling. All entry data provided via the online entry form is provided to Sponsor and/or PDL. This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Inc. Apple is not a participant in or sponsor of this promotion. Minor League Baseball trademarks, service marks and copyrights are proprietary to the PDL Entities. All rights reserved.