# True Sky Cash Grab Promotion Presented by True Sky Credit Union

# Eligibility

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE. This promotion ("Promotion") is open only to individuals ("Entrants") who are legal residents of the state of Oklahoma that are over the age of 18. True Sky Credit Union (the "Sponsor"), the Oklahoma City Dodgers ("Dodgers"), advertising, promotion and fulfillment agencies and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and members of the immediate family or household of each of the above are not eligible to participate. This Promotion is offered only in Oklahoma and is subject to applicable federal and state laws. NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW.

## **Participation**

To qualify, Participant must sign-up at the Promotions Kiosk at a Dodgers home game or via the Dodgers website. Participants are subject to the above Eligibility rules and must be residents of the State of Oklahoma.

#### **Promotional Period**

The Promotion will begin and the submission window will be open on June 3, 2021 and end on September 10, 2021.

#### Winner

Six (6) prize (each a "Prize" and collectively, the "Prizes") winners (each a "Winner" and collectively, the "Winners") will be selected over the course of the 2021 season. Winners will be selected by random drawing and will be notified at the email address and/or telephone number (in the sole discretion of Sponsor and/or Dodgers) provided at the time of entry of their selection on or about ten (10) days prior to each preselected Dodgers home game throughout the Promotion Period ("Prize Notification"). In the event that any Winner does not respond to any such Prize Notification more than seven (7) days prior to the selected Dodgers home game ("Required Response Time"), or declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Sponsor and/or Dodgers' sole discretion and time permitting, an alternate Winner may be randomly selected from among all remaining eligible entries received during the Promotion Period. Each Winner will be required to submit his/her valid social security number and/or other identification to Sponsor and will be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Publicity, within the Required Response Time. Failure to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Rules, or the return of the Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and Prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate winner to be randomly selected from among all remaining eligible entries received during the Promotional Period.

The games for which a Winner will be selected are: July 2, July 18, July 23, August 14, August 28 and September 17.

Winners will be randomly selected from among all eligible entries received during the Promotion Period. The decisions of Sponsor are final and binding on all matters relating to the Promotion. Odds of winning depend on the total number of eligible entries received during the Promotion Period.

#### **Prizes**

Each Winner will receive a Prize that consists of (a) four (4) tickets to one (1) of the listed Dodgers home games, (b) a \$25 cash prize provided by Dodgers in a new checking account to be opened at True Sky Credit Union (location to be mutually agreed upon by Winner and Sponsor), and (c) the opportunity to receive additional payments of the amount of money gathered in a money machine during a 60 second time period during the listed Dodgers home games. Additional payments will be deposited following the opening of the new checking account. (i.e. if the participant does not gather any money in money machine, the deposit is \$25 and will be matched by Sponsor for a total of \$50. If the participant gathers money, the deposit will be in the amount of money gathered in the money machine and will be matched by the Sponsor).

#### **Prize Conditions**

All Prize details, shall be determined in the sole and absolute discretion of Sponsor and/or Dodgers, as applicable. Each Winner is fully responsible for any and all applicable federal, state, territory, provincial and local taxes (including income and withholding taxes). Prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's and or Dodgers' sole and absolute discretion, as applicable.

# Waiver of Liability/Publicity Release

By participating in the Promotion and submitting an entry, each entrant agrees to (i) be bound by these Rules, including, without limitation, all entry requirements, and (ii) indemnify, release, forever discharge, hold harmless, and covenant not to sue Sponsor, the Oklahoma City Dodgers, and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Promotion, and all of their respective officers, directors, employees, agents, and representatives (collectively, "Released Parties") of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of the Prizes (or any portion thereof) or any travel or activity related to the receipt or use of the Prizes (or any portion thereof). By entering this Promotion, each entrant gives his/her express permission to be contacted by Sponsor and/or the Oklahoma City Dodgers by telephone, email, and/or postal mail for Promotion purposes. Each Winner, by acceptance of a Prize, grants to Sponsor, the Dodgers, and each of their respective designees the right to publicize such Winner's name, address (city and state/territory/province of residence), photograph, voice, statements, and/or other likeness and prize information for advertising, promotional, 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.

# **General Conditions**

To the full extent permitted by law, participants who accept a Prize awarded in this Promotion, expressly agree to release and hold harmless (both to indemnify and defend) Sponsor and the Oklahoma City Dodgers, and their respective parents, subsidiaries, affiliates, directors, officers, employees, representatives, agents, advertising and promotion agencies from any and all liability for any injuries, loss or damage of any kind to person, including but not limited to death, bodily injury, personal injury, and injury to property, arising in whole or in part, directly or indirectly, from acceptance, possession, participation in any Promotion related activity, or participation in this Promotion. Sponsor reserves the

right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation the Promotion, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any activities intended to disrupt or interfere with the proper play of the Promotion or defraud Sponsor in any way will be prosecuted to the fullest extent of the law.

## **Limitation of Liability**

None of Major League Baseball ("MLB"), the MLB Professional Development League ("PDL"), Sponsor or the Oklahoma City Dodgers will be responsible for any incorrect or inaccurate information, whether caused by tampering or by any other equipment or programming associated with or utilized in the Promotion or by any technical or human error, which may occur in the processing of submissions in the Promotion. None of MLB, PDL, Sponsor or the Oklahoma City Dodgers assumes any responsibility for any error or omission, theft or destruction or unauthorized access to, or alteration of, entries. None of MLB, PDL, Sponsor or the Oklahoma City Dodgers will be responsible for user cheating or fraud by any participants. If, for any reason, the Promotion is not capable of running as planned, including but not limited to unauthorized intervention, fraud, technical failure, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and to select the Prize Winner(s) from entries received prior to such cancellation, termination, modification or suspension.

## **Disputes**

DISPUTES. THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF OKLAHOMA, WITHOUT RESPECT TO CONFLICT OF LAWS DOCTRINES. As a condition of participation in this Promotion, each participant agrees that any and all disputes, claims or demands arising out of, or connected with, this Promotion will be brought, maintained and resolved between Sponsor and such participant in his or her individual capacity. Each participant agrees to waive and relinquish any rights he or she may have to sue Sponsor, MLB, PDL or the Oklahoma City Dodgers together with other participants as a class. Under no circumstances will any participant be entitled to, and, therefore, expressly waives, relinquishes and agrees to have no claim against MLB, PDL, Sponsor or the Oklahoma City Dodgers to any punitive, multiple, incidental or consequential damages of any type or nature including but not limited to attorneys' fees and costs (court and expert costs). Each participant's damages are limited to his or her actual out of pocket expenses or losses. Each participant further agrees that: (i) all disputes will be determined by a competent court of jurisdiction in Oklahoma County, Oklahoma, and (ii) he or she submits to the in person jurisdiction of such court.

# **Privacy Notice**

Information participants provide to the Sponsor will be used to communicate with participants regarding this Promotion.

# **Promotion Sponsor**

The True Sky Credit Union Cash Grab promotion is sponsored by the Oklahoma City Dodgers and True Sky Credit Union.