

## DTE SWING INTO SUMMER SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. 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 residents of Kent County, Michigan 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 DTE Energy ("**Sponsor**"), Whitecaps Professional Baseball Corporation (DBA, "West Michigan Whitecaps"), the remaining 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 Sweepstakes 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, 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. The Sweepstakes is subject to all applicable laws, rules, and regulations. Void outside the Eligible Territory and where prohibited or restricted by law, rule, or regulation.

**HOW TO ENTER:** The Sweepstakes entry period begins at 9:00 AM Eastern Time ("**ET**") on Monday, June 12, 2023 and ends at 5:00 PM ET on Monday, June 19, 2023 ("**Entry Period**"). You may enter the Sweepstakes via online entry form only. No other method of entry will be accepted. Limit one (1) entry per person/email address/household. Additional entries beyond the specified limit will be void.

To enter online, go to <https://www.milb.com/west-michigan/fans/suitestakes> and click on the Sweepstakes banners, buttons, and/or links to access the online entry form for the Sweepstakes. By successfully transmitting a completed online entry form during the Entry Period as directed, you will be entered in the Sweepstakes. All information submitted online by entrants 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)). 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 commercial email from Sponsor and/or MiLB.com; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such emails and consenting to receive such emails will not impact any entrant's chances of winning.

**RANDOM DRAWING; ODDS:** On or about Tuesday, June 20, 2023 ("**Drawing Date**"), four (4) potential winners will be selected by random drawing from among all eligible entries received. Subject to verification of eligibility and compliance with these Official Rules, the potential winners will be declared the official winners of the Sweepstakes. Odds of winning depend on the total number of eligible entries received.

**PRIZES: Four (4) Prizes Will Be Awarded.**

- **One (1) Grand Prize Will Be Awarded:** The Grand Prize Winner will receive a \$50 West Michigan Whitecaps gift card and one family four pack including four tickets for the Saturday, June 30 West Michigan Whitecaps game at LMCU Ballpark. Actual seating location to be determined in sponsor's sole discretion. **TRANSPORTATION AND LODGING NOT INCLUDED.**
- **Three (3) First Prizes Will Be Awarded.** Each First Prize Winner will receive a family four pack, consisting of one family four pack including four tickets for the Saturday, June 30 West Michigan Whitecaps game at LMCU Ballpark. Actual seating location to be determined in sponsor's sole discretion. **TRANSPORTATION AND LODGING NOT INCLUDED.**

**PRIZE CONDITIONS:** All prize details shall be determined in the sole and absolute discretion of Sponsor. Each 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 any 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. 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. 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 any 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. 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 PDL 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 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).

**NOTIFICATION:** Each 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 randomly selected from among all remaining eligible entries. 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 1099 for any prize valued at \$600 or greater. 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, within five (5) days of the date of issuance. If required in the Eligible Territory, the potential winner will be required to answer correctly, without assistance of any kind (mechanical or otherwise), a time limited mathematical skill testing question which will be administered by Sponsor by telephone at a mutually agreeable time. 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, or, if applicable, failure to answer correctly the skill testing question as determined by Sponsor in its sole discretion 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.

**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 PDL Entities, the 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 PDL by telephone, email, and/or postal mail for Sweepstakes purposes. Each winner, by acceptance of the prize, grants to Sponsor, PDL, and each of their respective designees the right to publicize his/her name, city and state/territory/province 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 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 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 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 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 PDL 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 PDL 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 winners and award the prizes 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, 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 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. 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: DTE Summer Sweepstakes Winner List, c/o Dan Morrison, P.O. Box 428, Comstock Park, MI 49321.

**SPONSOR:** The Sponsor of this Sweepstakes is DTE Energy, 1 Energy Plaza, Detroit, MI 48226.

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All entry data provided via the online entry form is provided to Sponsor and/or PDL. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Inc. Apple is not a participant in or sponsor of this promotion.