

OFFICIAL RULES 12.1.22

The Dayton Dragons Foundation Online 50/50 Raffle (the "**Raffle**") is a fundraiser conducted during 2022. By purchasing a ticket for the Raffle ("**Raffle Ticket**"), each eligible participant (a "**Participant**") represents that he/she meets all the below-stated eligibility requirements and agrees to be bound by these Official Rules, all applicable laws, ordinances, and regulations, and by the decisions of The Dayton Dragons Foundation ("**DDF**"), a 501(c)(3) charitable organization, or its authorized representative.

RAFFLE PERIOD: Raffle Tickets will be sold online (as described below) throughout the period beginning at 9:00 a.m. ET on Thursday, December 1, and concluding at 11:59 p.m. ET on Wednesday, December 14, 2022 (the "**Raffle Period**").

ELIGIBILITY: The Raffle is open only to individuals who are of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age) at the time of purchase. The Raffle is subject to all applicable federal, state, and local laws.

ENTRY: Participants may enter the Raffle during the Raffle Period by purchasing Raffle Tickets online at www.DaytonDragons5050.com while located in the Raffle Area (defined below). Raffle tickets may be purchased in any of the following amounts:

- \$10.00 receives Two (2) Raffle Tickets; or
- \$25.00 receives Ten (10) Raffle Tickets; or
- \$50.00 receives Forty (40) Raffle Tickets

DATA CHARGES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN A RAFFLE. **The Raffle will be offered online in the state of Ohio only ("Raffle Area").** Online entry is void outside the Raffle Area and where prohibited by law, rule, or regulation. All information submitted in connection with entering online is subject to, and will be treated in a manner consistent with, DDF terms of use. Online Participants may be given the option to receive commercial email from the Dayton Dragons Baseball Team; however, eligibility to participate in the Raffle is not dependent upon Participant's consent to receive such emails and consenting to receive such emails will not impact any Participant's chances of winning. All Raffle Ticket purchases must be made during the Raffle Period. Raffle Tickets are not eligible to be entered into any past or future raffle drawings. DDF and the other Released Parties (as defined below) are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Raffle Tickets regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system or server or technical problem. No refunds will be made except as otherwise determined by DDF in its sole discretion.

RANDOM DRAWING: Every transaction is electronically tallied, physically printed, and deposited into a barrel at Day Air Ballpark. The running total from Raffle Ticket sales will be periodically posted on the Dayton Dragons social media and will be updated live at www.DaytonDragons5050.com. A winning Raffle Ticket number will be selected after the conclusion of the Raffle Period by random drawing from among all eligible Raffle Tickets purchased during the Raffle Period. The drawing will be held on Thursday, December 15, 2022, at or around 5:00 p.m. ET. All drawings will be conducted by DDF whose decision is final and binding.

PRIZE: Promptly following the Raffle drawing, the selected Raffle Ticket number will be posted www.DaytonDragons5050.com and on Dayton Dragons social media and online. The Participant that purchased the Raffle Ticket with the corresponding winning Raffle Ticket number (a "**Prize Claimant**") will, subject to verification of eligibility and compliance with these Official Rules, receive fifty percent (50%) of the net proceeds (total collected by DDF minus any related expenses from the Raffle Ticket sales) for the Raffle Period or any other pre-determined guaranteed, minimum payout announced by DDF for the Raffle (the "**Prize**"). All remaining net proceeds from the Raffle shall be retained by DDF.

CLAIMING THE PRIZE: To claim the Prize, the Prize Claimant must contact DDF and present the winning Raffle Ticket via email to dragons@daytondragons.com within thirty (30) days from the conclusion of the Drawing. The winning Raffle Ticket is the only valid receipt for claiming the Prize. The Prize Claimant must provide DDF with all information required to claim the Prize (including any information necessary to determine eligibility requirements and tax identification information). The Prize Claimant will receive an Affidavit of Eligibility & Liability/Publicity (except where prohibited by law)

Release ("**Affidavit**") in the form approved by DDF which must be executed and returned to DDF prior to receipt of the Prize. In the event the Prize Claimant (a) does not notify DDF within thirty (30) days of the conclusion of the Drawing; (b) is ruled ineligible for any reason; (c) refuses the Prize; or (d) does not return an executed Affidavit of Eligibility & Liability/Publicity (except where prohibited by law) Release, the Prize will be forfeited and will be retained by DDF. DDF has no obligation to contact potential winners. The Prize will be delivered via check within thirty (30) days of the Prize Claimant presenting the winning Raffle Ticket, executing an Affidavit of Eligibility & Liability/ Publicity (except where prohibited by law) Release, and completing all other required documents to DDF. For security and safety reasons, no cash payments will be made to the Prize winner. Unclaimed winnings will be retained by DDF.

ODDS: Odds of winning are based on the total number of Raffle Tickets purchased during the Raffle Period.

TAXES: Each Participant acknowledges that he/she has been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle Ticket does not qualify as a deductible charitable contribution. The Prize winner is responsible for any and all federal, state, and local taxes, fees, and other government assessments on the awarded Prize. Furthermore, the Prize winner acknowledges that federal law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time the Prize is claimed will be followed.

TRANSFER OF RAFFLE TICKET: Raffle Tickets shall not be resold to any other party. Any Raffle Ticket which has been resold shall be void. All individuals who re-sell, purchase, or receive a Raffle Ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize.

PARTICIPANT'S GRANT OF LICENSE: By participating in the Raffle or accepting the Prize, each Participant hereby irrevocably and perpetually grants to DDF, its designees, and the Dayton Dragons Baseball Team ("**Dayton Dragons**") a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images or likenesses taken or captured of such Participant in connection with any participation in the Raffle or receiving the Prize (collectively, the "**Images**"), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. Each Participant waives any compensation for any use of such Images. Each Participant hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from DDF's, its designees', or the Dayton Dragons uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant's name or likeness.

RELEASE OF LIABILITY AND INDEMNITY: By participating in the Raffle, the Participant on Participant's behalf and on behalf of the Participant's spouse, assigns, guardians, administrators, executors and legal representatives hereby releases, waives, discharges, covenants not to sue, and indemnifies DDF, the Dayton Dragons, and AscenDFS Delaware, Inc. ("**Ascend**"), together with all of their past, present or future predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, elected officials, directors, principals, managers, employees, volunteers, agents, consultants, contractors, representatives, sponsors, and insurers ("**Released Parties**") from any claim or loss arising out of or related to the Participant's participation in the Raffle, acceptance of the Prize, or any exercise by DDF, its designees, or the Dayton Dragons of any of their rights set forth herein or the Official Rules of the Raffle, including, but not limited to, any claims related to (i) any injury to the Participant (including death) or the Participant's property that occurs in connection with participation in the Raffle, receiving the Prize or any related activities, (ii) any failure to report and pay any income taxes arising from acceptance of the Prize, (iii) any lost or stolen Raffle Ticket, and (iii) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize, or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder. Released Parties (a) make no warranty, guaranty or representation of any kind concerning the Prize, and (b) disclaim any implied warranty.

DISPUTES AND GOVERNING LAW: The Raffle shall be governed by the laws of the State of Ohio without giving effect to any choice of law or conflict of law rule of any jurisdiction. Any claims regarding the Raffle that are not released, must be brought in the State or Federal Courts in Montgomery County, Ohio, and Participant hereby consents to the personal

jurisdiction of such courts for purposes of any such action. The Raffle is void where prohibited by law. Each Participant agrees that (1) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any prizes awarded, shall be resolved individually, without resorting to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. IN NO EVENT SHALL DDF OR ANY OF THE OTHER RELEASED PARTIES BE LIABLE TO FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL PARTICIPANT IN THE RAFFLE.

DISQUALIFICATION; CHANGES: DDF reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the operation of the Raffle, re-sells a Raffle Ticket, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. DDF reserves the right to, at its sole discretion, cancel, suspend and/or modify the Raffle or these Official Rules or disqualify any individual or Raffle Ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE RAFFLE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF THESE OFFICIAL RULES AND OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, DDF MAY DISQUALIFY, AND DDF AND THE MLB ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW FROM, ANY INDIVIDUAL RESPONSIBLE FOR THE ATTEMPT.

SPONSOR; WINNER LIST: The sponsor of the Raffle is The Dayton Dragons Foundation, a 501(c)(3) charitable organization existing under the laws of the State of Ohio, such being a distinct legal entity from Palisades Arcadia Baseball, LLC, the legal entity which owns and operates the Dayton Dragons. To obtain a list of the winning Raffle Ticket numbers, please send a request to: Dayton Dragons Foundation, Day Air Ballpark, 50/50 Raffle, PO Box 2107, Dayton, Ohio 45402, together with a stamped, self-addressed envelope. The winning Raffle Ticket numbers also will be posted online at www.DaytonDragons5050.com.

Dayton Dragons trademarks, service marks and copyrights are proprietary to the Dayton Dragons Baseball Team. All rights reserved.