

Black Bears Bites for a Good Cause: Giveaway Information and Rules

This giveaway is for the West Virginia Black Bears (“Black Bears”) “Black Bears Bites for a Good Cause” food drive, open to the public, with a grand prize of two (2) 2023 Black Bears season tickets and Black Bears official merchandise and autographed memorabilia. The contest will run from Wednesday, February 1, through Tuesday, February 28, with the Grand Prize Winner (“Winner”) announced on Tuesday, March 7. All contest announcements will be made on the Black Bears and may be announced on the Rich Entertainment Group social media accounts and website.

Section 1: General Rules

- A. Participants are encouraged to make an in-kind donation of non-perishable food products. All donations must be dropped-off at a participating location between February 1, 2023, and February 28, 2023. No purchase is necessary.
- B. To enter, participants must submit a name through the online form provided by the Black Bears. Only one (1) entry per person.
- C. All entries must be submitted by Tuesday, February 28, 2023, at 11:59 p.m. when the form will close. Late entries will not be accepted.
- D. The Black Bears will select the Winner from the pool of qualified entries and announce the winner on Tuesday, March 7, 2023.
- E. All participants must be at least eighteen (18) years old by the date of selection.
- F. Fraudulent entries or entries that have not qualified for this giveaway will be disqualified. For more information on “Disqualification” see Section 6.

Section 2: Important Dates and Deadlines

- A. The form for submitting entries will open on Wednesday, February 1, 2023, at 9:00 a.m. EST.
- B. All entries must be submitted by Tuesday, February 28, 2023, at 11:59 p.m. EST.
- C. The Winner will be announced on Tuesday, March 7, 2023, on the Black Bears social media platforms (Facebook, Instagram and Twitter), and the Black Bears website (www.westvirginiablackbears.com). Rich Entertainment Group may choose to post the giveaway winner on associated blogs, social media or websites.

Section 3: Selection

- A. The Winner will be selected by a Black Bears representative on Monday, March 6, 2023.
- B. Winner will be selected at random by a Black Bears representative.

- C. If a Winner is unwilling or unable to accept the prize, another winner will be selected at random from the remaining entries by a Black Bears representative. This will continue until the prize is claimed by a selected Winner.
- D. The total number of entries will determine the odds of winning this giveaway.

Section 4: Prizes

- A. The Winner shall receive two (2) free Black Bears 2023 season tickets. The season tickets will be in reserved section 108, unless otherwise specified due to the need of the Winner (i.e., handicap accessible and/or companion seats required). Winner is subject to the same terms and conditions of season ticket renewal as all 2023 season ticket holders, including prices, payment plans and deadlines.
- B. The Winner shall receive official Black Bears merchandise from the team store and autographed memorabilia. Merchandise selection will be made by the Black Bears and may include caps, apparel, novelties or other items, with a total value not exceeding three hundred dollars (\$300.00) in retail. Some sizes may be limited and are based on availability. Autographed memorabilia will be selected by the Black Bears and may include signed baseballs, signed bats, signed promotional items, etc. Any signed apparel is intended as a collectible, and additional sizes are not available. All autographed novelties will include a Certificate of Authenticity signed by a Black Bears representative.
- C. The Winner shall receive the on-field game day experience of throwing out the ceremonial first pitch for a game selected by the Black Bears. All Participants on-field are subject to the rules of the Black Bears and the MLB Draft League. Participants may be required to sign waivers before taking the field. Winner shall also receive a free suite rental for Suite 4, with an indoor capacity of fifteen (15) people. Dates are subject to availability and at the discretion of the Black Bears. Rental does not include food or beverage. Catering is available upon request for additional fees.

Section 5: Claiming Prizes

- A. The Winner will have until 5:00 p.m. on Friday March 24, 2023, to claim the prize. Winner must claim the prize by email, phone or social media message (see Section 8 for contact information). If the Winner is already a Black Bears season ticket holder, the Black Bears shall add two (2) season tickets to the existing reservation. Unless otherwise indicated and paid for, the reservation will revert to its original number of seats following the 2023 Black Bears season.
- B. If a Winner is unwilling or unable to accept the prize, another winner will be selected at random from the remaining entries by a Black Bears representative. This will continue until the prize is claimed by a selected Winner.
- C. All claims for prizes must be signed for in the presence of a Black Bears full-time staff member. Winners may be required to sign an additional waiver or forms in claiming the prize.

- D. Prizes are not transferable without the express written consent of Winner and the Black Bears. Minors may not collect prizes.

Section 6: Disqualification

- A. All entries submitted must be made by participants aged eighteen (18) years or older. Any participant who is not above the required age will automatically be disqualified from the contest.
- B. Employees of the Black Bears and immediate family of employees are not eligible for this giveaway.

Section 7: Contest Cancellation

In the event of contest cancellation, all participants will be alerted by email, as well as announcements made on Black Bears social media platforms.

Section 8: Privacy

All contact information will be used solely for the giveaway and will not be distributed or used for marketing purposes by the Black Bears, sponsors or any third party.

Section 8: Terms and Conditions for Participation

By submitting an entry:

- A. Participants acknowledge that entries submitted shall be the property of the Black Bears and its affiliates and the Black Bears shall have no obligation to preserve, return or otherwise make available to participants or others any entry.
- B. Participants acknowledge that as a condition of participating in this contest and/or being selected as a Winner, the Black Bears may request that the Entry Content and any rights therein, be assigned to the Black Bears. Participants acknowledge that they may be required to confirm such assignment by completing and submitting prize acceptance documents (and any other documents reasonably required by the Black Bears) or they will otherwise be disqualified from receiving his or her prizes.
- C. The rules of this giveaway are governed by the State of West Virginia without respect to conflict of law doctrines. Participants agree as a condition of participation in this giveaway that if any disputes cannot be resolved between the Black Bears and participants, they shall be resolved exclusively in a West Virginia court with relevant jurisdiction without resorting to any form of class action. Under no circumstances shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental or consequential damages, including reasonable attorney's fees, other than participant's actual expenses arising from participation in this contest. Participants waive all rights to have damages multiplied or increased.

- D. To the maximum extent permitted by law, participants agree to hold the Black Bears and its affiliates harmless from and against, and waive any right to pursue, any claims of any nature arising in connection with the Black Bears' giveaway or prizes.
- E. Except where legally prohibited, each participant grants permission for the Black Bears and its parent company and subsidiaries to use the participant's name and address (city and state) in any media, in perpetuity, in any manner the Black Bears deems appropriate in connection with promoting the contest and the Black Bears' products and services or any other purposes without further review, notice, approval, consideration or compensation.

Section 9: Miscellaneous

- A. Contact Information
 - a. Social media: @WVBlackBears (Facebook, Instagram and Twitter)
 - b. Address: 2040 Gyorko Drive, Granville, WV 26534
 - c. Phone: (304) 293-7910
 - d. Email: wvblackbears@gmail.com
 - e. Website: www.westvirginiablackbears.com