

**The following promotion is intended for the 50 United States and D.C. only and will be construed and evaluated according to United States laws. Do not proceed in this site if you are not a legal resident of the 50 United States or D.C., 21 years or older.**

**USA BASEBALL INSTAGRAM GIVEAWAY  
OFFICIAL RULES – NO PURCHASE NECESSARY**

**TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C., 18 YEARS OF AGE OR OLDER AND LEGAL AGE OF MAJORITY IN APPLICABLE JURISDICTION. VOID WHERE PROHIBITED.**

**1. How to Enter:** Beginning at 1:00 p.m. Eastern Time (“ET”) on May 13, 2022, until 12:00 p.m. ET on May 14, 2022 (the “Promotion Period”), you may enter the USA Baseball Instagram Giveaway (the “Promotion”). Incorrect and incomplete entries are void. These official rules are also available on the USA Baseball website ([www.usabaseball.com/about/giveaways](http://www.usabaseball.com/about/giveaways)) (the “Website”).

To enter you will need to sign into your Instagram account (“Instagram Account”) or, if you are not already a member, become a member of Instagram.com and sign into your Instagram Account (“Instagram Account”). Creating a Instagram Account is free. By submitting your information and creating a Instagram Account, you will be required to agree to the Instagram terms of service and privacy policy. After you have a Instagram Account, to enter the Promotion, during the Promotion Period, submit your entry by: (i) following @usabaseball and (ii) liking the post from @usabaseball that advertises this Promotion and sharing it to your Instagram Story. The post advertising this Promotion will include the hashtag: “#Sweepstakes”.

If your Instagram Account is set to “protected mode” or “private”, your updates/responses may not be visible to Sponsor and, therefore, will not be received by Sponsor, resulting in your failure to enter the Promotion. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. Sponsor, at its sole discretion, may accept a technically incorrect unique term. Messages not received by Sponsor will not be entered into the Promotion.

During the Promotion Period, there is a limit of one (1) entry per eligible person. If multiple entries are received, all entries from that participant will be disqualified. Multiple participants are not permitted to share the same Instagram account. Any attempt by you to obtain more than one (1) entry by using multiple/different email addresses, Instagram Accounts, identities, registrations or logins, or any other methods may void your entries and you may be disqualified from the Promotion. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by you. In the event of a dispute as to any online entry, the authorized account holder of the email address associated with the Instagram Account used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holders.

**MOBILE DISCLOSURE:** If you opt to use your wireless mobile device in connection with the Promotion, depending on your phone's capabilities, standard text messaging rates or data charges may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Promotion.

**2. Eligibility:** This Promotion is open only to legal residents of the 50 United States and D.C. who are 18 years of age or older and legal age of majority in applicable jurisdiction as of the Promotion start date. Employees and members of their households and immediate families (spouses, parents, siblings, children and each of their respective spouses) of the Promotion Entities (as defined below) and their respective parent companies, subsidiaries, and affiliates, and their advertising and promotion agencies and all local sponsors are not eligible.

**3. Privacy:** In connection with the Promotion entry process Sponsor will be collecting personal data about entrants on the Website in accordance with its privacy policy. Please review Sponsor's privacy policy located at: <https://www.usabaseball.com/about/privacy-policy>. By participating in the Promotion, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy. When you enter at the Website, you may be asked to consent to receive promotional emails and reminders for upcoming promotions and information about Sponsor. Consenting to receive such emails is optional and does not have to be agreed to in order to be eligible to enter the Promotion and does not improve your chances of winning. Except where prohibited, participation in the Promotion constitutes your consent to Sponsor's use of your name, likeness, entry, and state of residence for promotional purposes in any media without further payment or consideration.

**4. Limitations of Liability:** United States Baseball Federation, Inc. d/b/a USA Baseball ("Sponsor") and other participating sponsors (collectively with Sponsor, the "Promotion Entities") their respective affiliates, subsidiaries, parent, advertising and promotion agencies, and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omissions, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to your or any other computer relating to or resulting from participation in this Promotion; inability to access the Website or Instagram; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any entries which are late, lost, incomplete, misdirected, stolen, or any combination thereof. Online submission is not considered proof of delivery or receipt. By entering, you agree to release, discharge, indemnify and hold harmless the Promotion Entities and their respective parent companies, subsidiaries, their respective representatives and agents, advertising and promotion agencies, promotion partners and prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders, and Instagram, Inc., from and against all claims and damages or liability arising in connection with your participation and/or entry in the Promotion

and/or your receipt or use of any prize awarded in this Promotion or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in this Promotion. Except where prohibited by law, the Grand Prize Winner's entry and acceptance of the Grand Prize constitutes permission for the Promotion Entities to use said winner's names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**5. How Winner will be Determined:** The one (1) potential Grand Prize Winner (the "Grand Prize Winner") will be selected by Sponsor in a random drawing from among all eligible entries on approximately May 14, 2022 and will be contacted via Instagram direct message on or about May 14, 2022. Sponsor's decisions with respect to the Grand Prize Winner, these Official Rules, and all other matters pertaining to the Promotion shall be final and binding. The prospective Grand Prize Winner will be required to sign an affidavit of eligibility and release of liability and publicity (where permitted), and return same, properly executed, within fourteen (14) days of issuance of prize notification. If Sponsor is unable to contact the prospective Grand Prize Winner within three (3) days from first notification attempt, if the prospective Grand Prize Winner fails to complete and return all requested forms by the specified date, or if the prospective Grand Prize Winner fails to comply with any of the requirements, his/her prize will be forfeited and an alternate prospective winner shall be selected. The odds of winning depend upon the number of eligible entries received.

**6. Conditions of Entry:** Entry materials that have been tampered with or altered are void. If in the Sponsor's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Promotion, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify, suspend, or terminate the Promotion, or to conduct a random drawing to award the prizes using all eligible, non-suspect entries received as of the termination date. Should the Promotion be terminated prior to the stated expiration date, notice will be posted on the Website. In the event of a dispute as to the identity of

the winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**7. Prize:** The Grand Prize Winner will receive the following (the "Grand Prize"): 2021 USA Baseball Stars & Stripes Box Set. Approximate retail value ("ARV") of the Grand Prize: \$125.

The specifics of all aforementioned elements of the Grand Prize in the Promotion shall be solely determined by Sponsor. All costs, taxes, fees, and expenses associated with any element of the Grand Prize not specifically addressed above are the sole responsibility of the Grand Prize Winner. All federal, state and local taxes on the Grand Prize are the Grand Prize Winner's responsibility.

Grand Prize cannot be transferred, substituted, or redeemed for cash except at Sponsor's sole discretion. Sponsor reserves the right to substitute the Grand Prize, or portions thereof, with a prize of equal or greater value.

**8. Disputes/Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Promotion Entities in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of North Carolina. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Durham County, North Carolina, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of North Carolina. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**9. Winner List:** The name of the Grand Prize Winner will be announced on the Sponsor's Instagram page ([www.instagram.com/sarbrad2021](https://www.instagram.com/sarbrad2021)) on or about May 14, 2022.

**10. Sponsor:** United States Baseball Federation, Inc. d/b/a USA Baseball, 1030 Swabitt Court, Suite 210, Durham, North Carolina 27703.

The Promotion is in no way sponsored, endorsed, administered by, or associated with Instagram.  
You are providing information to Sponsor and not to Instagram.

## **SHORT FORM RULES**

### **Short Form Print Rules**

These rules should be in a font size 10 or above – they must be easily legible.

NO PURCHASE NECESSARY. Open to legal residents of the 50 United States and D.C., age 18 or older and legal age of majority in applicable jurisdiction. Void where prohibited. Odds of winning depend on number of entries received. Sweepstakes ends at 11:59 p.m. ET on January 28, 2021. For full official rules, prize disclosures, and to enter, visit [www.usabaseball.com/about/giveaways](http://www.usabaseball.com/about/giveaways). Sponsored by United States Baseball Federation, Inc. d/b/a USA Baseball, 1030 Swabert Court, Suite 210, Durham, North Carolina 27703.

### **Instagram and Instagram**

Instagram and Instagram mentions must include a link. The link must link to a page that either (i) has the full official rules, or (ii) has the short form print rules set forth above, plus a link to the full official rules.