

## Official Rules

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of Ohio ("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 Giant Eagle, Inc. "Sponsor", the other 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. The "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 PDL Leagues, and all officers, directors, employees, agents, partners, and members of those entities. The "MLB Entities" means the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, 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:

1. **Online Entry Form:** To enter via the online entry form ("Form"), go to <https://www.milb.com/columbus/fans/contests#/campaigns/881fd4cb-2b8f-47ad-ba04-2520aab26b28/giant-eagle-friday-firsts-april-18th> . By successfully transmitting a completed Form prior to the Deadline, answer to a question, or other required information as specified by the Official Columbus Clippers Fancompass account, you will receive one (1) Sweepstakes entry. All information submitted via the Form 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](http://milb.com/about/terms), and Privacy Policy, accessible at [milb.com/about/privacy](http://milb.com/about/privacy). Entrants must fully complete and submit all non-optional data requested on the Form to be eligible. Incomplete and/or inaccurate entries are void. Online entrants to the Sweepstakes may be given the option to receive commercial email from Sponsor.

**RANDOM DRAWINGS; ODDS:** Promptly following the Deadline, the potential winner(s) 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 winner(s) will be declared the official winner(s) of the applicable Sweepstakes. Odds of winning depend on the total number of eligible entries received. Limit one (1) prize per person, family or household per Sweepstakes.

**PRIZES:** The prize(s) and quantity of such prize(s) to be offered in each Sweepstakes shall be as specified by the Columbus Clippers Fancompass account. The approximate retail value of each prize shall be \$25-\$500. Exact 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, including but not limited to transportation, lodging, meals, gratuities, insurance, and other expenses, are the sole responsibility of the winner. Prizes are 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.

**Additional conditions for any prize that includes Minor League Baseball ("MiLB") game, event, or exhibition tickets:** **TRANSPORTATION AND LODGING NOT INCLUDED.** 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. MiLB 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 MiLB game/event/exhibition. MiLB 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.

**NOTIFICATION:** Each potential winner will be notified at the email address, postal address, and/or telephone number provided at the time of entry (the "Prize Notification"). In the event that any potential winner does not respond to Prize Notification within twenty-four (24) hours of the time of issuance (or such other timeframe as specified within the Prize Notification) 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. 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 twenty-four (24) hours of the time of issuance (or such other timeframe as specified by Sponsor). 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.

**CONTENT RESTRICTIONS:** Entrants must not include any of the following (the "**Content Restrictions**") in any entry: (a) nudity, pornography, adult-oriented content, or any other explicit material; (b) materials relating to lotteries or gambling; (c) profanity, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious, or slanderous materials; (f) content that denigrates, disparages, or reflects negatively on the PDL Entities, the MLB Entities, their owners and employees, or the game of baseball; (g) tobacco, e-cigarettes, alcohol, or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives, or projectiles; (j) material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful or otherwise in violation of or contrary to the laws or regulations where the entry is created. Any entry that does not comply with the foregoing, as determined in the sole discretion of Sponsor, will be disqualified.

**ENTRY PUBLICATION, LICENSE, AND RELEASE:** By entering the Sweepstakes, each entrant (a) agrees that his/her is an original work of authorship and that he/she owns all right, title, and interest in the entry as of the date of submission, or has all necessary rights and authorizations to submit the entry, including the

express permission of all individuals embodied in the entry, for possible use as provided herein; (b) agrees that his/her entry does not violate Minor League Baseball's website Terms of Use, accessible at [milb.com/about/terms](http://milb.com/about/terms), or infringe upon the copyright, trademark, or other intellectual property rights, or rights of privacy or publicity, of any person or entity; (c) grants to Sponsor, the other PDL Entities, the MLB Entities, and each of their respective designees the perpetual and unlimited right and license to use, license, edit, modify, duplicate, and/or create derivative works from his/her entry throughout the world and in perpetuity, including, but not limited to, the right for the foregoing entities to publish, display, broadcast, distribute, reproduce, perform, create derivative works from, and otherwise use and exploit the entry via the Internet, in stadium, on television, in print, and/or any other media currently existing and hereafter developed without limitation and without notice or payment of any compensation to the entrant or his/her heirs and successors: (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming, or services of the PDL Entities and MLB Entities or for any other advertising, marketing, and promotional purposes and in any materials related thereto; and/or (iii) for any other purpose whatsoever; and (d) release in perpetuity the Released Parties (as defined below) from any claims, demands, losses, and liabilities of any nature arising out of or in any way connected with the entry and use thereof as permitted hereunder, including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation, or infringement of rights of publicity or privacy. Nothing herein will obligate any of the PDL Entities to make any use of any of the rights set forth herein.

**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 other PDL Entities, the MLB Entities, Fanatics, Inc., Twitter, Inc., 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 by telephone, email, and/or postal mail for Sweepstakes purposes. Each winner, by acceptance of the prize, grants to Sponsor and its 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 MiLB 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; 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 reserves the right, in its 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 also reserves the right, in its 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 winner and award the prize 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 OR OTHER PROPERTY 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 AND ITS 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 a Fancompass account, the winning entry will be declared made by the Authorized Fancompass Account Holder of the Fancompass account used to enter the Sweepstakes, provided he/she is eligible according to these Official Rules. The **"Authorized Fancompass Account Holder"** is defined as the natural person who is assigned to a Fancompass account by Fancompass. 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. For New Jersey residents, the limitations set forth above may be inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. 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 a winner(s) list, mail a request specifying the applicable Sweepstakes and Entry Period and a self-addressed stamped envelope to be received no later than ninety (90) days after the end of the applicable Entry Period of the Sweepstakes Winners List, c/o Columbus Baseball Team Inc., 330 Huntington Park Lane, Columbus, Ohio 43215.

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