

2018 “MAKE YOUR PRO DEBUT” CONTEST

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS AND VALID E-MAIL ADDRESS ARE REQUIRED.

By participating, you agree to these Official Rules and Sponsor’s decisions, which are final and binding in all respects and not subject to appeal.

- 1. ELIGIBILITY.** Must be legal resident of the 48 contiguous United States, 18 or over. Promotion is void in Alaska, Hawaii, Puerto Rico and where prohibited by law. Employees, officers and directors (and their immediate families and same household members, whether related or not) of Sponsor, its parent, subsidiaries, affiliates, agencies and prize suppliers; retailers and distributors of Topps products, the MLB Entities (as defined below), the Richmond Flying Squirrels, Richmond Metropolitan Transportation Authority, and The National Association of Professional Baseball Leagues, Inc. d/b/a “Minor League Baseball” are NOT eligible. An individual will also be ineligible for the Pro Debut Prize if any of the following applies: (a) he/she has been convicted of a felony or has felony charges pending against him or her; (b) he/she has been convicted of any crime (felony or misdemeanor) that Sponsor determines in its sole discretion involves drugs, domestic violence, or child endangerment or has charges of such crime pending against him or her; (c) he/she has an outstanding arrest warrant (felony or misdemeanor) against him or her; (d) he/she is subject to a restraining order.
- 2. TO PLAY.** Look for a special “2018 Make Your Pro Debut” insert card (“Pro Debut IC”) randomly inserted in packs of *2018 Topps Heritage Minor League Baseball*, while supplies last. Odds of obtaining a Pro Debut IC are approximately **1:9**. **NO PURCHASE NECESSARY.** For a chance to receive a Pro Debut IC at the same odds without purchase, submit a mail-in entry as follows: print your name, residential address, daytime phone number, date of birth and 2018 MAKE YOUR PRO DEBUT on a 3”x5” card, insert in a business size (#10) envelope and mail to 2018 Make Your Pro Debut Entry, Attn: Sports Marketing Department, The Topps Company, Inc., One Whitehall Street, New York, NY 10004, to be received by January 4, 2019. Sponsor will play for you. If your mail-in entry is selected, you will receive a Pro Debut IC. But, if it is not selected, you will NOT be notified. Limit (1) mail-in entry per household. Person utilizing mail-in entry method is solely responsible for submission of mail-in entry. Sponsor is not responsible for late, lost, misdirected, damaged, illegible, incomplete mail-in entries or for mail-in entries with insufficient postage. Receipt of mail-in entries will not be acknowledged nor will mail-in entries be returned.

Pro Debut ICs are valid only for this Contest. For the avoidance of doubt, if you receive a Pro Debut IC, you may answer the survey questions and enter the Contest for a chance to win the Pro Debut Prize (as per Rule 4 below) and, if you like, you may also participate in the Game phase of the Contest for a chance to win at random a Game prize of a Topps Pro Debut baseball cap or a Topps Pro Debut baseball pin (as per Rule 3 below). IF YOU RECEIVE A PRO DEBUT IC, YOU HAVE NOT NECESSARILY WON ANY PRIZE IN THE CONTEST: RATHER, A PRO DEBUT IC IS REQUIRED IN ORDER TO ENTER THE CONTEST. Pro Debut ICs may only be used in accordance with these Official Rules. Any other use (or attempted use) of Pro Debut ICs is prohibited; this includes attempted use in this Contest of Topps Make Your Pro Debut insert cards from previous years' versions of the Topps Make Your Pro Debut Contest. Pro Debut IC (including the Code on the back of the Pro Debut IC) has no cash value and cannot be redeemed or exchanged for cash or credit; and, any attempt to purchase/sell, transfer, assign or exchange Pro Debut IC/Code is void and may result in disqualification. Sponsor shall have no liability for a defective Pro Debut IC/Code.

3. GAME.

- a) If you receive a Pro Debut IC, go to www.Topps.com/promoHMILB (“Website”). Following the instructions, register on-line by providing your name, date of birth, valid street address in the 48 contiguous United States and other required information, and , input the Code from the Pro Debut IC by February 8, 2019 at 11:59:59 p.m. Eastern Time (ET). If you like, you may also play the Game for a chance to win a Game Prize. (Playing the Game is entirely optional and is NOT required.) After February 8, 2019 at 11:59:59 p.m. ET, registrations/Codes will not be accepted and Codes are void; and, the Contest (including the Game) will no longer be available.
- b) Game Prizes/Approx. Retail Value [ARV]/Odds of Winning: (50) First Prizes. Topps Pro Debut baseball cap. (Size/color/style subject to availability.) ARV: \$15 each. Odds 1:84. (50) Second Prizes. Topps Pro Debut baseball pin. ARV: \$3 each. Odds 1:84.
- c) An entrant may play the Game once for each valid Code properly and timely input. Regardless of whether (or not) Game results in winning a Game Prize (and the Game Prize won, if applicable), entrant may enter the Contest for a chance to win the Pro Debut Prize as per Rule 4 below. If won, Game Prize will be shipped to address provided. Sponsor may, in its sole discretion, condition award of Game Prize upon potential winner furnishing proof that he/she obtained Pro Debut IC/Code and played the Game in an authorized, legitimate manner, including use of a Pro Debut IC/Code which is authentic and valid. And, should Sponsor determine in its sole discretion that such proof is inadequate or incomplete (or if potential winner fails to timely supply such proof after receipt of Sponsor’s request for same), the Game Prize potentially won will be forfeited and potential winner may be disqualified from the Contest including loss of the opportunity to

enter the Contest for a chance to win the Pro Debut Prize as discussed below. If Game Prizes are returned as undeliverable or otherwise not properly and timely claimed for any reason, such Game Prizes will NOT be awarded. For additional restrictions on Game Prizes, see Rule 10 below.

- d) Only (50) First Prizes and (50) Second Prizes are available to be won in the Game phase of the Contest. If, due to programming, mechanical, typographical or other error of any kind, more than the indicated number of First or Second Prizes are properly claimed, a random drawing will be conducted by Sponsor to select winners for the indicated number of Game Prizes in the affected prize category (excluding those Game Prizes in the affected prize category which were previously awarded) from among all eligible claimants of Game Prizes in the affected prize category.

4. SURVEY. After playing the Game if you choose to do so (whether or not you are the potential winner of Game Prize[s]), answer the three (3) survey questions to enter the Contest for the chance to win the Pro Debut Prize. Survey must be completed by February 19, 2019 at 11:59:59 p.m. ET. Answers must be confined to the indicated field on survey page; do not include attachments or other additional content as it will not be reviewed. There is a limit of one (1) set of three (3) Answers per eligible person (i.e., recipient of Pro Debut IC), even if a person received more than one (1) Pro Debut IC and regardless of the number or type of Game Prizes won (if any). Any attempt to violate this entry limit will result in disqualification; for effect of disqualification, see Rule 3c above. While receipt of Answers may be acknowledged, such acknowledgment is in no way binding upon Sponsor.

5. REQUIREMENTS FOR ANSWERS TO SURVEY QUESTIONS.

- *What's your favorite baseball-related memory?*
- *What do you enjoy most about Minor League Baseball?*
- *What would you most look forward to if you were selected as the Make Your Pro Debut™ winner?*

6. GRANT OF RIGHTS IN ANSWERS TO SURVEY QUESTIONS. Entrant grants to Sponsor and its designees the **exclusive**, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, display, reproduce and/or otherwise exploit his/her Answers in any manner and in any and all distribution channels, venues or media now known or hereafter devised (including but not limited to on-line social media channels), without further notice or any compensation to entrant.

Entrant waives any “Moral Right of Authors” (*Droit Moral*) in his/her Answers. Entrant further agrees, upon Sponsor’s request and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record such license rights.

In addition, entrant also (a) acknowledges that Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being

developed by its own employees and such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) an entrant's Answers and Sponsor shall have no liability to entrant or any third party in conjunction therewith and (b) agrees that Sponsor has no duty of confidentiality or other fiduciary duty of any kind with regard to his/her Answers.

7. DETERMINATION OF PRO DEBUT PRIZE WINNER.

- a. Judging.** On or about February 22, 2019, a judging panel comprised of Sponsor's marketing executives will evaluate each entrant's Answers (if eligible as per these Official Rules) based on the following criteria: creativity (33.333%); originality (33.333%); clarity of expression (33.333%). The eligible entrant's Answers which are ranked highest overall will win the Pro Debut Prize. In the unlikely event of a tie for the entrant with the highest ranked Answers, the Pro Debut Prize winner will be the entrant whose Answers have the highest overall score in the criterion of creativity.
- b. Winner Notification.** Potential winner of Pro Debut Prize will be notified by e-mail, phone and/or mail (actual method(s) of notification being at Sponsor's sole discretion). Potential Pro Debut Prize winner must complete, sign and return an affidavit of eligibility, a liability release, a publicity release (where lawful) and other documents that may be required by Sponsor and/or the Richmond Flying Squirrels within indicated time period. The affidavit shall include a representation whereby winner confirms that the Answers he/she submitted are solely his/her original work product and do not violate the rights of any third party. In the event of noncompliance with the above requirement or if the potential Pro Debut Prize winner cannot be contacted, is ineligible or is otherwise not in compliance with these Official Rules, he/she will be disqualified and an alternate winner selected as set forth in Rule 7a above.
- c. Background Check.** As an additional condition for verification as the Pro Debut Prize winner and award of the Pro Debut Prize, potential winner must agree in writing to Sponsor having the right to have a background check conducted on him/her as well as to provide any and all necessary consents and any and all information or materials that may be required in conjunction with the conduct of such background check. **POTENTIAL PRO DEBUT PRIZE WINNER UNDERSTANDS AND AGREES THAT THE TOPPS COMPANY, INC. MAY REFUSE TO AWARD THE PRO DEBUT PRIZE TO THE POTENTIAL WINNER AND WILL HAVE NO LIABILITY OR FURTHER OBLIGATION TO HIM/HER (OTHER THAN GAME PRIZE(S) THE POTENTIAL WINNER HAS WON, IF ANY) IF THE TOPPS COMPANY, INC. DETERMINES IN ITS SOLE DISCRETION, AFTER REVIEWING THE BACKGROUND CHECK, THAT AWARDED THE PRO DEBUT PRIZE TO POTENTIAL WINNER WOULD REFLECT ADVERSELY ON THE TOPPS COMPANY, INC. AND ITS PRODUCTS (EVEN IF SUCH POTENTIAL WINNER IS OTHERWISE ELIGIBLE AND IN COMPLIANCE WITH THESE OFFICIAL RULES).** Potential Pro Debut Prize winner agrees that The Topps Company, Inc.'s decisions relative

to the background check are final and binding in all respects and are not subject to appeal.

- d. **POSTING OF ANSWERS.** Should Sponsor decide to post entrant's Answers, entrant understands and agrees that:

POSTED ANSWERS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR IS ACTING AS A PASSIVE CONDUIT FOR THE POSTING/PUBLICATION OF ANSWERS AND DISCLAIMS ANY RESPONSIBILITY FOR SCREENING, MONITORING OR REVIEWING ANSWERS PRIOR TO POSTING/PUBLICATION OF SAME.

THE POSTING OF ANSWERS, IN AND OF ITSELF, DOES NOT CONSTITUTE ANY REPRESENTATION THAT THE ENTRANT SUBMITTING SAME IS THE PRO DEBUT PRIZE WINNER.

8. PRO DEBUT PRIZE. Trip for winner and (1) guest to a 2019 Richmond Flying Squirrels regular season home game in April 2019 of Sponsor's sole choosing, where winner will make his/her "Pro Debut" with the Richmond Flying Squirrels and receive his/her own 2019 Topps Pro Debut baseball card commemorating the experience). Trip consists of roundtrip coach air travel from major commercial airport near winner's residence to Richmond, Virginia; 2 days/1 night hotel accommodations (standard room, double occupancy) in the Richmond area; ground transportation between Richmond airport and hotel and between hotel and Richmond Flying Squirrels ballpark (The Diamond). Total Approximate Retail Value of Prize: \$3,000; but, if actual value of Prize is less than \$3,000, winner will not receive the difference in cash. Pro Debut Prize must be accepted in its entirety or not at all.

9. RESTRICTIONS ON PRO DEBUT PRIZE.

- a) **Travel/Guest.** Winner must be available to attend 2019 Richmond Flying Squirrels home game in April 2019 (actual game/game date to be determined by Sponsor in its sole discretion; winner will be advised of date of game at time of winner notification or verification); if winner cannot do so for any reason, Pro Debut Prize will be forfeited in its entirety and an alternate winner selected. Trip is subject to availability and additional restrictions. Winner and guest must travel on same itinerary (as determined by Sponsor in its sole discretion). Depending on winner's residence, air travel to Richmond, VA may not be direct and may include connecting services with one or more stop-overs. If winner lives within reasonable driving distance of Richmond, VA (as determined by Sponsor in its sole discretion), ground transportation will be substituted for air travel and no compensation or alternate prize will be awarded. No frequent flier miles, travel awards or like "perks" are available in conjunction with prize travel. Guest of winner (if a minor, his/her parent or legal guardian) must sign and return a liability release and publicity release (where lawful) prior to issuance of travel

documents. If guest is a minor, the winner must be his/her parent or legal guardian.

- b) **“Pro Debut”**. “Pro Debut” portion of the prize includes engaging in pre-game warm-up drills with the Richmond Flying Squirrels team; taking batting practice with the Richmond Flying Squirrels; “shagging” fly balls in the outfield with the Richmond Flying Squirrels; presenting the line-up card with the Richmond Flying Squirrels manager (or coach or another Richmond Flying Squirrels player, as applicable) at home plate before the game; throwing out a ceremonial first pitch prior to the game; pre-game snacks and post-game meal (excluding alcohol beverages) with the Richmond Flying Squirrels team. Award of “Pro Debut” element of prize (including “shagging” fly balls, taking batting practice and throwing out ceremonial first pitch) are subject to the rules and regulations of the Richmond Flying Squirrels and/or the Richmond Metropolitan Transportation Authority. Winner must act in an appropriate and respectful manner at all times during acceptance/use of “Pro Debut” portion of prize, following all instructions of Sponsor, the Richmond Flying Squirrels and the Richmond Metropolitan Transportation Authority (as applicable); failure to do so may result in termination of trip and/or imposition of other legal sanctions. **WINNER UNDERSTANDS AND AGREES THAT PARTICIPATION IN THE “PRO DEBUT” ELEMENT OF THE PRO DEBUT PRIZE MAY RESULT IN DISFIGUREMENT, DISMEMBERMENT OR OTHER PHYSICAL INJURY (OR EVEN DEATH). BY WAY OF EXAMPLE ONLY, PARTICIPATION IN THE “PRO DEBUT” ELEMENT OF THE PRO DEBUT PRIZE WILL EXPOSE THE WINNER TO THE RISK OF BEING HIT BY THROWN/PROPELLED/BATTED BALLS OR THROWN/PROPELLED BATS (OR BAT FRAGMENTS) OR OTHER OBJECTS. BY ACCEPTING THE PRO DEBUT PRIZE, WINNER EXPRESSLY ASSUMES SUCH RISKS. IT IS WINNER’S SOLE RESPONSIBILITY TO CONSULT WITH A PHYSICIAN OR OTHER HEALTH CARE PROVIDER TO ESTABLISH THAT HE/SHE IS IN SUITABLE PHYSICAL AND PSYCHOLOGICAL CONDITION TO ACCEPT/USE THE “PRO DEBUT” ELEMENT OF THE PRO DEBUT PRIZE; AND, AWARD OF THE “PRO DEBUT” PRIZE ELEMENT OF PRO DEBUT PRIZE TO WINNER MAY BE CONDITIONED UPON THE WINNER FURNISHING SPONSOR AND/OR THE RICHMOND FLYING SQUIRRELS AND/OR THE RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY WITH SATISFACTORY PROOF OF SAME.** If winner wishes to secure accident, property, or other insurance as to his/her acceptance and use of the “Pro Debut” element of the Pro Debut Prize, winner is solely responsible for same and neither the Richmond Flying Squirrels nor the Richmond Metropolitan Transportation Authority have obtained any such insurance for winner. Winner will also receive a complete Richmond Flying Squirrels uniform with his/her name and equipment (a glove, bat, batting gloves and helmet), as well as use of a locker at The Diamond ballpark for the day.
- c) **Topps Pro Debut Card**. With regard to Topps Pro Debut baseball card element of Pro Debut Prize, Sponsor will have a professional photographer create a

baseball card of the winner based on the winner's participation in the "Pro Debut" element of the Pro Debut Prize. As between Sponsor and Pro Debut Prize winner, Sponsor shall own any and all rights to the Topps Pro Debut baseball card of winner. Without limiting the foregoing, Sponsor shall control any and all aspects of the production, distribution, marketing, advertising and sale of the Topps Pro Debut baseball card of winner; and, Sponsor makes no representation or warranty that the Topps Pro Debut baseball card will be produced in any quantity or distributed in a manner other than the winner receiving sample(s) of the baseball card. Pro Debut Prize winner further (a) waives any "Moral Right of Authors" (*Droit Moral*) that winner may have in the Topps Pro Debut baseball card; (b) agrees, upon Sponsor's request and without compensation (other than the remaining elements of the Pro Debut Prize and Game Prize(s) won, if any), to sign any and all necessary and appropriate documents so as to effect, perfect or record Sponsor's ownership rights in the Topps Pro Debut baseball card of winner and to cooperate fully upon Sponsor's request with the professional photographer and otherwise in the production of the Topps Pro Debut baseball card; and (c) that the winner shall have no right of review or approval of the Topps Pro Debut baseball card.

10. Restrictions on All Prizes. Applicable taxes on prize(s) are winner's sole responsibility; award of Game Prize(s), if any, and Pro Debut Prize to Pro Debut Prize winner will be reported to the Internal Revenue Service via IRS 1099 Tax Form. Prizes are not transferable. No prize substitution or cash equivalent of any prize. But, Sponsor reserves the right to substitute any prize (in the case of the Pro Debut Prize, in whole or in part and subject to the conditions indicated above) for an alternative prize of comparable value for any reason. All unspecified expenses are winner's sole responsibility.

11. RELEASES. By participating in the Contest, entrant releases and agrees to hold harmless The Topps Company, Inc., The National Association of Professional Baseball Leagues, Inc. d/b/a "Minor League Baseball," MLB Entities, the Richmond Flying Squirrels, Richmond Metropolitan Transportation Authority, their respective parent companies, affiliates, divisions, subsidiaries, associated entities and the directors, officers, agents, shareholders, representatives, employees, successors and assigns of any of the above organizations, and Facebook, Instagram and Twitter from any and all liability associated (directly or indirectly, in whole or in part) with entrant's participation in the Contest (including liability in conjunction with entrant's assertion of ownership rights in his/her Answers and his/her assertion that the Answers do not violate the rights of any third party), entrant's participation in any Contest-related activity and receipt, acceptance, possession or use/misuse of prize or prizes (as applicable). By accepting prize or prizes (as applicable), where permitted by law, winner grants Sponsor and its designees (including the Richmond Flying Squirrels) the right to print, publish, broadcast and use his/her name, portrait, picture, voice, likeness and biographical information for advertising, trade and promotional purposes without additional compensation or notice. Without limiting the foregoing, Pro Debut Prize winner agrees to participate in interviews and publicity events (as well as informational sessions in preparation for same), which

may include an interview with the broadcasters of the Richmond Flying Squirrels, at Sponsor's request, without further compensation. Sponsor's failure to enforce any provision of these Official Rules shall not represent the waiver of such provision.

12. LIMITATIONS OF LIABILITY.

- a. Dispute as to Entrant.** In the event of dispute, the authorized account holder of the e-mail account provided in on-line registration (as per Rule 3a) will be deemed to be the entrant and Game Prize winner (if applicable). Sponsor shall determine the identity of the authorized account holder in its sole discretion.
- b. Tampering.** Any attempt to defraud Sponsor as to Contest participation (including entry and/or claiming Game Prize(s), if applicable) will result in disqualification and prize forfeiture. Tampering includes but is not limited to the use of automated or programmed means of participation. In no event shall disqualification represent the sole remedy available to Sponsor and Sponsor expressly reserves the right to pursue other means of legal redress.
- c. No Responsibility.** Sponsor's computer is the official clock for purposes of the Contest. Sponsor assumes no responsibility for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site or answers/registrations/entries/Game plays; and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, or for injury or damage to entrant's or to any person's computer (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in the Contest. Sponsor and its agencies also assume no responsibility for late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled e-mail transmissions/answers/registrations/entries/ Game plays regardless of cause; and, all of the foregoing are void. Sponsor is not responsible for any typographical, programming, mechanical, technological or other error in the printing of the offer, or the Contest generally.
- d. Force Majeure.** If, for any reason, the Contest (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or any phase thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and conduct the Contest and make the prize or prizes (as the case may be) for the affected phase(s) of the Contest available in a manner which is fair, equitable and in

accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted at the Website.

13. DISPUTE RESOLUTION/GOVERNING LAW/WAIVER OF JURY TRIAL

To the fullest extent permitted by law, by participating in the Contest, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any participant and/or The Topps Company, Inc. shall be filed in either the courts of the State of New York, County of New York OR the U.S. District Court for the Southern District of New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action (and expressly waive any right of change of venue, *forum non conveniens* or any like right), AND ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED, (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any participant and/or The Topps Company, Inc., shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with participating in this Contest but in no event attorneys' fees; and (d) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses (if any), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and/or The Topps Company, Inc. shall be governed by and construed in accordance with the laws of the State of New York, without giving effect or regard to any principles or doctrines of conflicts of law/choice of law of the State of New York or of any other jurisdiction.

14. **WINNER'S LIST.** For name of Pro Debut Prize winner, send a self-addressed stamped envelope to 2018 Make Your Pro Debut Winners, Attn: Sports Marketing Department, The Topps Company, Inc., One Whitehall Street, New York, NY 10004, to be received by April 1, 2019.

SPONSORED BY THE TOPPS COMPANY, INC., One Whitehall Street, New York, NY 10004.

Major League Baseball Properties, Inc., Major League Baseball Enterprises, Inc., MLB Advanced Media, L.P., the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("Clubs"), and each of their parent, subsidiary, affiliated and related entities, any entity which now, or in the future, controls or is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, employees, directors, officers, and agents of the foregoing entities ("MLB Entities") and

the Major League Baseball Players Association (“MLBPA”) and its related entities are in no way sponsoring, administering, producing or responsible for the Promotion.

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