

MiLB Store 12 Days of Gifting Giveaway Terms & Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

Sponsor: The Sponsor of the Campaign is Snow Commerce, Inc. 1148 Main St #400 Cincinnati, Ohio 45202 United States.

1. **Eligibility:** This Campaign is open only to those who sign up at <https://milbstore.com> and who are 13 years or older as of the date of entry. Minor entrants should have parental permission in order to enter. The Campaign is only open to legal residents of the United States, and is void where prohibited by law. Employees of Sponsor, Minor League Baseball ("MiLB"), and each of their respective affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Sponsor as final and binding as it relates to the content of this Campaign.
3. **Campaign Period:** Entries will be accepted online starting on December 1, 2021 7:00 AM, EST and ending December 12, 2021 11:59 PM, EST. All online entries must be received by December 12, 2021 11:59 PM, EST.
4. **How to Enter:** The Campaign must be entered by submitting an email using the online form provided through the "Spin & Win" feature at <https://milbstore.com>. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Sponsor.
5. **Prize:** One Winner of the Campaign will be randomly selected on December 16, 2021 and win the following prize: \$100 MiLB Store discount code. The specifics of the prize shall be solely determined by Sponsor. No cash or other prize substitution shall be permitted except at Sponsor's discretion. The prize is

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non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prizes constitutes permission for Sponsor to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.
7. Winner Selection and Notification: The winner will be selected by a random drawing under the supervision of Sponsor after the Campaign has ended on December 12, 2021. The winner will be notified by email within five (5) days following the selection of the Winner. Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk email or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If the winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by the Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT Sponsor's SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
8. Rights Granted by You: By entering your email address to sign up, you understand and agree that Sponsor, anyone acting on behalf of Sponsor, and Sponsor's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.
9. Terms & Conditions: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In

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such case, the Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Sponsor has the right, in its sole discretion, to maintain the integrity of the Campaign, to void discounts or entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Sponsor, MiLB and each of their respective subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Campaign; (v) electronic or human error in the administration of the Campaign or the processing of entries.
11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF The United States of America AND Ohio, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ohio having jurisdiction. Further, in any such dispute, under no circumstances shall 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 out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all

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rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Sponsor website. To read the Privacy Policy, <https://milbstore.com/pages/privacy-policy> Note: a privacy policy is optional but may be required when running a promotion on the web when using third-party platforms or when using features from social channels. Including this information makes it clear to your users how you are going to use their information.
13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Snow Commerce, Inc. 1148 Main St #400 Cincinnati, Ohio 45202 United States. Requests must be received no later than December 12, 2021 11:59PM, PST.