

# OFFICIAL RULES

## ATLANTA BRAVES FIRST PITCH WITH CHEVROLET SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** ATLANTA BRAVES FIRST PITCH WITH CHEVROLET SWEEPSTAKES (THE "SWEEPSTAKES") BEGINS AT 10:00 A.M. CENTRAL STANDARD TIME ("CST") ON JUNE 10, 2019, AND ENDS ON AUGUST 22, 2019, AT 11:59 P.M., CST (THE "PROMOTIONAL PERIOD"). ADMINISTRATOR'S COMPUTER WILL BE THE OFFICIAL TIME-KEEPING DEVICE FOR THE SWEEPSTAKES.

**ELIGIBILITY:** THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE STATES OF ALABAMA, GEORGIA, NORTH CAROLINA, SOUTH CAROLINA, AND TENNESSEE, WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER (EXCEPT IN THE CASE OF LEGAL RESIDENTS OF CERTAIN STATES/TERRITORIES WHERE THE LEGAL AGE OF MAJORITY IS GREATER THAN EIGHTEEN (18) YEARS OF AGE, SUCH LEGAL AGE OF MAJORITY) AT THE TIME OF ENTRY ("ENTRANT"). ALL OTHERS ARE INELIGIBLE TO ENTER AND WILL BE DISQUALIFIED. VOID WHERE PROHIBITED OR RESTRICTED. Employees of the Chevrolet Motor Division, General Motors LLC ("Sponsor"), EventLink LLC ("Administrator"), Jack Morton Worldwide, Atlanta National League Baseball Club, LLC ("ANLBC" or "Atlanta Braves"), the MLB Entities and their respective employees, parents, affiliates, subsidiaries, dealerships, distributors, and their advertising and promotion agencies and the members of their immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household with such individuals (whether related or not) are not eligible to enter or win. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLBAM" or "MLB.com"), 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.

**AGREEMENT TO THE OFFICIAL RULES:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and/or Administrator, which are binding and final on all matters relating to this Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**TO ENTER:** There are two (2) ways to enter the Sweepstakes during the Promotional Period. There will be one (1) Grand Prize Sweepstakes winner to be determined by random drawing from all eligible Entries received during the Promotional Period.

**VIA ONSITE:** Visit the Chevrolet display that will be at one (1) of the Atlanta Braves home games at SunTrust Park (755 Battery Avenue SE, Atlanta, GA 30339) during the hours of operation starting June 4, 2019 thru August 22, 2019. Entrants will be asked to complete an Official Entry Form, including the required contact information (first and last name, mailing address, phone number, and optional email address) and submit as directed ("On-site entry"). Official game times can be found at [www.mlb.com/braves](http://www.mlb.com/braves) and are subject to change. Sponsor may not display at all events and reserves the right to add, change, and/or cancel its intentions to display at any time without notice. If there is no display area at a Game, Entrants should submit an Online entry as set forth below.

**VIA MAIL-IN:** Alternatively, Entrants can enter the Sweepstakes during the Sweepstakes Period by submitting on a plain piece of 3" x 5" paper, the full name, complete street address (no P.O. boxes), city, state, zip, and daytime phone number (writing must be legible), and mail it in an envelope with first class postage affixed to: "ATLANTA BRAVES FIRST PITCH WITH CHEVROLET SWEEPSTAKES", c/o EVENTLINK LLC, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148. ("Mail-In" entry). No mechanically reproduced entries will be accepted. No metered mail and one entry per postmarked outer mailing envelope. Mail-In Entries must be post-marked by August 22, 2019 and received by August 26, 2019. Illegible or incomplete Mail-in entries are void.

On-site Entries and Mail-In are hereinafter referred to as "Entry" or "Entries."

**LIMIT:** THERE IS A LIMIT OF ONE (1) ENTRY PER PERSON FOR THE ENTIRE SWEEPSTAKES REGARDLESS OF METHOD OF ENTRY. In the event of dispute as to the identity or eligibility of any potential winner based on an 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 defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address. Any potential winner may be required to show proof of being the authorized account holder. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different identities, registrations, or any other methods will void that participant's Entries and that participant may be disqualified. Entrants are responsible for all charges imposed by their Internet service provider, including any applicable taxes on such services, in connection with submission of an entry. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, unreadable, or misdirected registrations, which will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Neither Sponsor nor its designated agents or Administrator assume responsibility for third parties' failure to act in accordance with Sponsor's instructions pertaining to implementation of Sweepstakes. Photocopied, illegible or mechanically reproduced entries are not eligible. All Entries become the property of Sponsor and/or Administrator and will not be acknowledged or returned. Please also see the "Entrant's Personal Information" section below, of these Official Rules.

**WINNER SELECTION:** The potential Grand Prize Sweepstakes winner will be selected by Administrator in a random drawing conducted on or about August 26, 2019, from among all eligible Entries received. Potential winner will be contacted by the Administrator by telephone and/or email and will be required to complete and return an affidavit of eligibility, liability release, and except where prohibited by law, a publicity release form ("affidavit/release") within three (3) days of receipt. If the potential winners' notification is rejected, returned, or deemed undeliverable or the potential winner fails to execute and return the affidavit/release within the specified time, declines or cannot accept, receive or use the prize for any reason, fails to comply with these Official Rules, or if he/she is otherwise ineligible to receive the Prize, that potential winner will be deemed ineligible and the prize will be awarded to an alternate selected at an alternate drawing from all remaining eligible Entries (time permitting). Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner will be declared the official winner of the Sweepstakes (the "Winner"). Winner will be required to provide his/her social security number or tax id for tax reporting purposes as Administrator will file an IRS Form 1099 with the Internal Revenue Service for the approximate retail value of the prize. In the event that the potential Grand Prize winner is disqualified for any reason, that prize will be forfeited and awarded to an alternate. Unclaimed prizes will not be awarded.

**PRIZE/ODDS:** One (1) randomly selected Grand Prize Winner will receive the Atlanta Braves First Pitch with Chevrolet Sweepstakes prize, which includes:

- Four (4) tickets to the Atlanta Braves vs. Philadelphia Phillies regular season Braves home game on September 18, 2019, along with one (1) parking pass.
  - Located at SunTrust Park (755 Battery Avenue SE, Atlanta, GA 30339)
- One (1) \$100 American Express® Gift Card.
- Opportunity to throw out the first pitch at the September 18<sup>th</sup> game, on behalf of Chevrolet.

The Total Approximate Retail Value ("ARV") of the Prize package is: \$630.00.

ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.

**GENERAL PRIZE RESTRICTIONS:** All elements of the Prize Package are subject to availability. Actual value may vary based on point of departure and dates of travel. Any difference between stated value and actual value will not be awarded. Travel must be completed on dates specified by Sponsor or prize will be forfeited and Sponsor will have no further obligation to winner. In the event Sponsor is unable to provide tickets to the Atlanta Braves game on September 18, 2019, Sponsor reserves the right to substitute such portion of prize with a prize of comparable value and the remainder of prize package will be awarded and Sponsor will have no further obligation to winner. Tickets are subject to certain terms and conditions as specified thereon. Seat locations will be determined by Sponsor. Winner and guests must comply with all ANLBC venue rules and regulations. Winner and guests must comply with any security procedures or measures imposed by the event's personnel and/or its representative(s). Sponsor and Administrator and/or event's personnel/representative(s) reserve the right in their sole discretion to suspend or cancel the winner's and/or guests' attendance at event due to non-compliance with any security procedure or inappropriate behavior or misconduct. In the event winner elects to travel without a guest no compensation or substitution will be provided in lieu thereof. Any difference between stated value and actual value will not be awarded. Winner and guests are responsible for obtaining all travel documents, including passports and/or visas, as applicable. Guests must be of legal age of majority in their jurisdiction of residence (and at least 18), unless a child or legal ward of winner and must sign a liability/publicity release prior to issuance of travel documents, unless applicable law provides otherwise. If any guest is a child or legal ward of winner, winner must sign and return release on behalf of each such child

or legal ward. Actual value of Prize depends upon the city of departure, time of travel, any air transportation fluctuations and on current market conditions at time of prize fulfillment, and any difference between the stated ARV and the actual value, if any, will not be awarded. Winner and guests for each trip must be able to travel on dates specified by Sponsor or Administrator or prize will be forfeited.

All meals, taxes, gratuities, incidentals (including mini-bar and entertainment expenses), phone charges, ground transportation, baggage fees, and any other expenses not specifically identified in these Official Rules are the sole responsibility of the Winner and his/her guests.

Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). The Winner may be required to provide, to Administrator, their Social Security number or tax ID for tax reporting purposes as the Winners will be issued an IRS Form 1099 reflecting the actual value of a Prize.

Gift cards are subject to, and must be used in compliance with, the terms and conditions of the issuer and can be found here: <https://www.americanexpress.com/us/content/prepaid/gift-cards/terms-and-conditions.html>. Winner must protect the gift card and treat the gift card as they would any other valuable document. Gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the Winner's permission and will be voided if altered or defaced. All trademarks are the property of their respective owners. American Express is not a sponsor of nor affiliated with the Sweepstakes in any way.

Major League Baseball game, event, and exhibition dates and times, are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable MLB Club, as applicable, and may be subject to change. Sponsor and/or ANLBC, in its (or their) sole discretion, reserves the right to remove, deny entry, or disqualify from the Winner who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any MLB game, event or exhibition. In the event of game cancellation, delay, or if the game does not otherwise occur, or if due to some other condition beyond Sponsor or Administrator's control that the designated home game cannot be held, Sponsor and Administrator reserves the right to make, in its sole discretion, alternate arrangements for date, time, and location, of Chevrolet Display area and will notify the Entrants of the alternate arrangements.

ANLBC and the MLB Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. ANLBC and the MLB Entities have not offered or sponsored this Sweepstakes in any way. All ANLBC and MLB-related trademarks are trademarks of ANLBC and/or Major-League Baseball.

**PUBLICITY:** Except where prohibited by law, the acceptance of the Grand Prize constitutes permission for Sponsor, ANLBC, the MLB Entities, and/or Administrator to use the Winner's name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional compensation, prize, incentive, consideration, consent or review; and upon request, the Grand Prize Winner must provide written consent to such use.

**RELEASE:** By participating (a) Entrants release Sponsor, Administrator, Chevrolet Motor Division, General Motors LLC, Jack Morton Worldwide, Atlanta Braves, MLB Entities, and their respective subsidiaries, affiliates, limited liability companies, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, shareholders, directors, members, employees, licensors, dealerships, attorneys, and agents (collectively the "Released Parties"), from any and all liability for any claims, costs, injuries, losses, or damages, of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; (b) Entrants, by participating, agree that Released Parties will have no liability whatsoever, and shall be held harmless by Entrants against any liability, for any injuries, losses or damages of any kind, including, but not limited to, death or destruction of property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize(s) (including any travel or activity associated thereto) or participation in this Sweepstakes; and (c) acknowledge that said Released Parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize, including, but not limited to, the prize quality or availability.

**LIMITATIONS OF LIABILITY:** Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage related to or resulting from participation in this Sweepstakes. Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Sweepstakes materials, the administration of the Sweepstakes, or the announcement of the prize winner, including any such error as may give an erroneous indication that a prize has been won. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS OR INSTANT WIN GAME, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**GENERAL CONDITIONS:** Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor and/or Administrator reserves the right, at its (or their) sole discretion, to disqualify any suspect Entry or Entrant and to cancel, terminate, modify, or suspend, the Sweepstakes and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor in its sole discretion. In the event of any cancellation, termination or suspension, notice thereof will be posted at <https://www.go2eventlink.com/rules/>. Entries not complying with all rules are subject to disqualification. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. If any provision(s) of these Official Rules is held invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state and local courts for Cobb County, Georgia (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Georgia.

**WINNER'S NAME:** The names of the Prize winners are available after October 26, 2019 and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, Atlanta Braves First Pitch With Chevrolet Sweepstakes c/o Synergy Powered by EventLink, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, IL 60148, for receipt no later than December 1, 2019.

**ENTRANT'S PERSONAL INFORMATION:** By entering the Sweepstakes, you acknowledge that Sponsor and Administrator may use any personal information collected as part of the Sweepstakes entry form in accordance with Sponsor's privacy policy, located at <https://www.gm.com/privacy-statement.html>, and Administrator's Privacy Policy, located at <http://go2eventlink.com/privacy-policy/>.

**SPONSOR:** Chevrolet Motor Division, General Motors LLC, 100 Renaissance Center, Detroit, MI 48265.

**ADMINISTRATOR:** EventLink LLC, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, IL 60148.