

## SUMMER SLUGGER SUPERSTARS 2022 OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO, AND CANADA (EXCLUDING QUEBEC) ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The Summer Slugger Superstars (the "**Contest**") is sponsored by EverFi, Inc. ("**EVERFI**" or "**Sponsor**"), a Delaware corporation, located at 2300 N Street NW, Suite 410C, Washington, DC 20037. The Contest is designed to encourage parents/legal guardians to submit on behalf of their Student(s) (defined below) who are eligible school students (described below) ("**Nominee(s)**" or "**You**") for their accomplishments and usage of Summer Slugger. Judges designated by Sponsor in its sole discretion will choose the winning entries, and prizes will be awarded to the winning Students ("**Winners**") (in accordance with these Official Rules (the "**Official Rules**").

### I. Summer Slugger Superstars Details

Over the course of this Contest, beginning August 15, 2022 at 12:00am ET and concluding September 30, 2022 at 11:59 pm ET, teachers, parents/guardians and mentors will be asked to nominate an eligible Student for Summer Slugger Superstars. All submissions should be entered through a digital form that will accept \*.doc, \*.pdf, \*.jpg \*.png \*.jpeg formats.

Entrants will be judged according to the answers to approved questions and winners will get the opportunity to be featured on the Summer Slugger website (<https://summerslugger.com/summer-slugger-superstar/>).

### II. Entry Submission

To submit a Contest entry, Entrants must visit <https://summerslugger.com/summer-slugger-superstar/> and complete the digital entry form, including a digital consent waiver to feature their eligible Students' image in \*.doc, \*.pdf, \*.jpg \*.png \*.jpeg formats. Entries will be solely evaluated based on this submission. Entrants will fill out the form with both Student & parent/legal guardian information, requested biography information and image of eligible Student. Parents/legal guardians must submit entry on behalf of their Student.

### III. Winning Entry Selection and Prizes

The winning entries will be determined by the Judging Criteria outlined below. Winners will be eligible for the following prize:

- Student will be highlighted on the Summer Slugger website, including an image and short description at Sponsor's sole discretion.

All Prize details shall be determined in the sole and absolute discretion by MLB. Exact nature and duration of the feature on Summer Slugger website shall be determined in the sole discretion of Sponsor and MLB and subject to availability. The prizes will be provided by MLB to the Winners. Winners are responsible for all local, state, and federal taxes. By entering the Contest, Entrant

affirms that he or she has read and agrees to abide by the Official Contest Rules and the decisions of the judges. Sponsor reserves the right to disqualify any entrant acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Contest or the website.

#### Judging Criteria:

A committee of EVERFI judges (the "Judging Committee") will determine the potential Winners by the end of the contest promotion. The Judges will score all eligible Submissions based on the following criteria ("Judging Criteria"): originality (30%), clarity of expression (30%), detailed explanation of the Student's participation in Summer Slugger curriculum (40%). The ten (10) highest scoring Submissions as determined by the Judges will be deemed the winning Submissions and, subject to verification of eligibility and compliance with these Official Rules, the eligible Participants who submitted the winning Submissions will be declared the official winners of the Contest. Winning entries may be featured by EVERFI and MLB, as described below. By entering the Contest, you agree to these Official Rules and the decisions of the Judging Committee, which are final and binding in all respects.

In the event of a tie, Entrants will be judged by a new panel of EVERFI's expert curriculum development team as determined by EVERFI in its sole discretion. Each Entrant will be evaluated utilizing the Judging Criteria above on their submission and a Winner will be determined upon the final tally of the score.

Potential Winners will be notified via email no later than 4:59 PM ET at the end of the contest promotion, and announced via webpage post once Winners have been verified.

#### I. Eligibility

To be eligible to enter the Contest, an Entrant must be: (a) eighteen (18) years of age or older (or legal age of majority in their jurisdiction of residence), (b) a parent or legal guardian of a student currently enrolled in a private or public elementary school, secondary school, or home school ("Student") and (c) a legal resident of the fifty (50) United States, Puerto Rico, Washington, D.C., or Canada (excluding Quebec).

#### II. Terms and Conditions

Entrants may only submit one (1) entry per Student. If more than one (1) entry is received for a Student, only the first entry for that Student will be entered into the Contest, and all other entries will be disregarded.

Entry Requirements: All entries must comply with the following restrictions:

1. Entry must be an original work;
2. Entry cannot have been published previously by any party other than the entrant;
3. Entry must be suitable for publication (i.e., may not be obscene or indecent);

4. Entry cannot include copyrighted or patented materials owned by others (including photographs, sculptures, paintings and other works of art or images);
5. Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
6. Entry cannot promote illegal drugs, tobacco, alcohol, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
7. Entry cannot describe or depict any illegal activity or violation of any state or federal law.

EVERFI reserves the right in its sole discretion to disqualify any entry in violation of the Official Rules. By submitting any content to the Contest, Entrants hereby represent and warrant that the submitted materials do not and shall not infringe on any copyright, trademark, or other right of any third party. Entrants are eligible to win no more than one (1) prize. Potential Winners will be emailed an authorization form along with a W9 or W8 tax form (as applicable) that they must complete and return within fourteen (14) days in order to receive any prizes. In the event the authorization form and applicable tax form are not returned within fourteen days, EVERFI and MLB reserve the right to select a new potential Winner. Prizes may not be resold and are non-transferable. EVERFI reserves the right to substitute prize(s) of comparable or greater value in the event a prize or any portion thereof becomes unavailable for any reason. Void where prohibited. Employees, officers, directors, representatives and agents of EVERFI, MLB, the other MLB Entities (defined below) and members of any such person's immediate family (spouse, parent, sibling and their respective spouses, regardless of where they reside) 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. ("MLB"), 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.

Potential Winners will be required, to the extent permitted by applicable law, to sign an affidavit of eligibility and publicity release granting EVERFI the right to attribute the submitted Contest entry to an Entrant name. This Contest is sponsored by EVERFI, Inc., located at 2300 N Street N.W., Suite 410C, Washington, D.C. 20037. EVERFI is solely responsible for this Contest and its administration. EVERFI reserves the right in its sole and absolute discretion to terminate this Contest at any time without prior notice. No Purchase Necessary.

### III. Intellectual Property Rights

As between EVERFI and the Entrant, EVERFI retains ownership of all intellectual property rights in and to the Entrant's entry. EVERFI retains all rights in its products and services and entry into this Contest will in no case serve to transfer any EVERFI intellectual property rights to the Entrant.

As a condition of entry, each Entrant grants the Released Parties (as defined below) a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to make, use, sell, offer to sell, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the entry for any purpose, including display on the EVERFI and MLB websites and social media platforms, without any attribution, further authorization or compensation to Entrant. Where permitted by law, each Winner agrees to grant to EVERFI, and MLB the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the Winner's (or Student's) name, entry, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration;

The Entrant acknowledges that receipt, consideration, and/or review of Entrant's entry is not an admission by the Released Parties of the novelty, propriety, originality or value of the entry, or the priority of any entry over another. The Entrant acknowledges that content in the entry may be the same as or similar to concepts the Released Parties have previously developed on their own, have received from or via third parties or have considered developing independent of the Entrant. As such, the Entrant hereby agrees that the Entrant (on behalf of the Entrant and any person, parent, guardian, school, institution, company or other entity that the Entrant may represent or be involved with) will not pursue any claim or take any action of any kind against the Released Parties in connection with any actions that any of them may take at any time with respect to the entry or any other program or idea relating to the entry or the Released Parties.

#### IV. Privacy

Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by EVERFI for the purposes of conducting and administering the Contest. All Entrant (and applicable Student) personal information is subject to EVERFI's Privacy Policy, located at: <https://everfi.com/privacy-policy/>. Individuals submitting personal information in connection with the Contest have the right to request access, review, rectification or deletion of any personal data held by EVERFI in connection with the Contest by emailing EVERFI at [privacy@everfi.com](mailto:privacy@everfi.com).

#### V. Release and Limitation of Liability

By participating in the Contest, Entrants agree to release, indemnify, defend and hold harmless EverFi, Inc., the MLB Entities and any of EVERFI's affiliates, parent company, together with each of the foregoing's respective officers, directors, employees, governors, members, partners, shareholders, owners, and agents (the "Released Parties") from and against - and hereby waive any right to pursue - any claim or cause of action of any nature arising out of participation in the Contest, use of Entrant entries or their contents, or receipt or use of any prize (or component thereof), including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) errors in the administration of the Contest or delivery or the processing of entries; (c) the violation of any third-party privacy, personal, publicity or proprietary rights; (d) acceptance, attendance at, receipt, travel related to, participation in, delivery, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (e) any change in the

prizing (or any components thereof); (f) human error; (g) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (h) lost, late, stolen, misdirected, damaged or destroyed prizing (or any component thereof); or (i) the negligence or willful misconduct by Entrant. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

If, for any reason, the Contest is not capable of running as planned, or the integrity and/or feasibility of the Contest is severely undermined by any event beyond the control of EVERFI including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of EVERFI, EVERFI reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of Winners in a manner it deems fair and reasonable, including the selection of Winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If EVERFI, in its discretion, elects to alter this Contest as a result of a force majeure event, a notice will be posted at everfi.com.

Without limiting the foregoing, everything regarding this Contest, including the prizes, is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

## VI. Governing Law

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and construed in accordance with the internal laws of the District of Columbia without regard to the choice of law provisions thereof. As a condition of participating in this Contest, Entrants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the District of Columbia having competent jurisdiction, which Court shall apply the laws of the District of Columbia without regard for doctrines of conflict of law. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than Entrant’s actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and Entrant further waives all rights to have damages multiplied or increased.

This Contest is in no way sponsored by any of the MLB Entities. Major League Baseball trademarks and copyrights are used with permission of Major League Baseball. Visit MLB.com.