**ART CHALLENGE 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 Roberto Clemente Art Challenge (the "**Contest**") is sponsored by EverFi, Inc. (“**EVERFI**” or "Sponsor"), a Delaware corporation, located at 2300 N Street NW, Suite 500, 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) ("**Entrant(s)" or "You**") an artistic expression that capturesthe game of baseball through sportsmanship on and off the field, community involvement and providing positive contributions towardsociety. 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**").

1. **Art Challenge Contest Details**

Over the course of this Contest, beginning September 16, 2022 at 12:00am CDT and concluding September 26, 2022, 2022 at 11:59pm CDT, Entrants will be asked to use their creativity and imagination to submit an original artistic expression that captures the game of baseball through sportsmanship on and off the field, community involvement and providing positive contributions toward society. The art can be designed in any shape or form with no limitations to size or color and may include painting, drawing, or rendering. All submissions should be entered through a digital form on Summerslugger.com/brewerschallenges that will accept \*.doc, \*.pdf, \*.jpg \*.png \*.jpeg formats.

Entrants will be judged according to the Art Challenge Rubric (as further described below) and a total of three (3) Winners will get the opportunity to receive on-field recognition at Sponsor’s sole discretion, one (1) gift bag filled with Brewers memorabilia at Sponsor’s sole discretion and four (4) tickets for winner and three (3) guests to the Milwaukee Brewers home game on September 30, 2022 at American Family Field. All three Winners will have the opportunity for their Student’s art piece to be featured on the scoreboard during the pre-game recognition. The 1st place Winner will have the opportunity for their Student to throw out the ceremonial first pitch (subject to rules and regulations of the Milwaukee Brewers) and their Student’s art piece will be displayed on the Summer Slugger Brewers Challenge Webpage on September 30, 2022

**II. Entry Submission**

To submit a Contest entry, Entrants must visit Summerslugger.com/brewerschallenge and complete the digital entry form, including a digital file of their artwork 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, school name, and upload an image of the art creation. Parents/legal guardians must submit entry on behalf of their Student.

**III. Winning Entry Selection and Prizes**

The winning entries will be selected by September 27, 2022

Winners will be eligible for the following prizes:

1st Place: Four (4) Field Level game tickets for Winner, their Student, and two (2) guests to the Milwaukee Brewers home game currently scheduled to take place on September 30, 2022, the opportunity for the Student to receive on-field recognition at the game, the opportunity for the Student to throw out the ceremonial first pitch (subject to rules and regulations of Brewers and MLB), and one (1) gift bag filled with Brewers memorabilia determined by Sponsor in its sole discretion.

2nd Place: Four (4) Club Level game tickets for Winner, their Student, and two (2) guests to the Milwaukee Brewers home game currently scheduled to take place on September 30, 2022, the opportunity for the Student to receive on-field recognition at the game, and one (1) gift bag filled with Brewers memorabilia determined by Sponsor in its sole discretion.

3rd Place: Four (4) Club Level game tickets for Winner, their Student, and two (2) guests to the Milwaukee Brewers home game currently scheduled to take place on September 30, 2022 the opportunity for the Student to receive on-field recognition at the game, and one (1) gift bag filled with Brewers memorabilia determined by Sponsor in its sole discretion.

In the event Winners attend a game at American Family Field, transportation and lodging are not included. All Prize details shall be determined in the sole and absolute discretion by Sponsor and the Brewers (defined below). The prizes will be provided by EVERFI 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.

Exact nature and duration of the on-field recognition and if applicable, ceremonial first pitch shall be determined in the sole discretion of Milwaukee Brewers and subject to availability. Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket; see brewers.com/ticketback for details. 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. Major League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game/event/exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize; see brewers.com/ballpark for details. Sponsor and the MLB Entities reserve the right to remove or to deny entry to the 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 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 Major League Baseball game/event/exhibition. Major League Baseball 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. Participation in the prize event is subject to each Winner’s (and each guest’s) consent to and compliance with all health and safety policies of the MLB Entities, including but not limited to the wearing of masks if and when directed and the requirement to be fully vaccinated against COVID-19 (i.e., having received a final vaccination dose at least 14 days prior to the event).

Art Challenge Rubric:

A committee of EVERFI judges (the "Judging Committee") will select the potential Winners no later than 12:00 PM CDT on September 27, 2022 Entries will be judged on a 5 point scale based on creativity, quality of artwork, and understanding of the assignment. Three (3) potential Winners in total will be selected. Winning entries may be featured by EVERFI, Milwaukee Brewers, the other MLB Entities, and their affiliates 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 rubric 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 CDT on September 27, 2022 and announced via social media once Winners have been verified. Prizes will be distributed upon completion of the authorization form by the Entrant and verification of eligibility and compliance with these Official Rules.

1. **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).

1. **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.

EVERFI, Milwaukee Brewers, the other MLB Entities and their affiliates may share the content of the submitted Contest entry anonymously and with no personal identifiers. 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. The completed authorization form may be shared with the Milwaukee Brewers. In the event the authorization form and applicable tax form are not returned within fourteen days, EVERFI reserves 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, the Milwaukee Brewers Baseball Club, Limited Partnership (“Brewers” or “Milwaukee Brewers”), the other MLB Entities (defined below) and members of any such person’s immediate family (spouse, parent, sibling or Student 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 Milwaukee Brewers, the other MLB Entities, and their respective affiliates the right to attribute the submitted Contest entry to an Entrant name. This promotion is sponsored by EVERFI, Inc., located at 2300 N Street N.W., Suite 500, Washington, D.C. 20037. EVERFI (not the Milwaukee Brewers) 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.

1. **Intellectual Property Rights**

As between EVERFI and the Entrant, the Entrant retains ownership of all intellectual property rights in and to the Entrant's entry (excluding EVERFI's rights in the EVERFI logo/trademark and Milwaukee Brewers’ rights to their respective logo/trademarks). EVERFI and the Milwaukee Brewers retain all rights in their respective products and services and entry into this Contest will in no case serve to transfer any EVERFI and Brewers intellectual property rights to the Entrant.

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.This Contest is not sponsored, administered, executed or produced by the Milwaukee Brewers.

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 Milwaukee Brewers 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, the Brewers, the other MLB Entities and their affiliates 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.

1. **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).

1. **Release and Limitation of Liability**

By participating in the Contest, Entrants agree to release, indemnify, defend and hold harmless EverFi, Inc., the Milwaukee Brewers Baseball Club, L.P., the MLB Entities, and any of the foregoing’s respective affiliates, 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.

1. **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.