

## SUMMER SLUGGER OF THE WEEK 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 of the Week (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 highlight eligible school students enrolled in the fourth or fifth grade at a private or public elementary or secondary school or a home school in the fifty (50) United States, Puerto Rico, Washington, D.C., or Canada (excluding Quebec) ("**Nominee(s)**") for their accomplishments and usage of Summer Slugger. Judges designated by Sponsor in its sole discretion will choose the winning entries in accordance with these Official Rules (the "**Official Rules**").

### I. Summer Slugger of the Week Details

Over the course of this Contest, beginning August 9<sup>th</sup>, 2021 at 12:00am EDT and concluding **October 8<sup>th</sup>, 2021** at 11:59pm EDT, teachers & parents/legal guardians (each and "Entrant") will have the opportunity to nominate an eligible student for Summer Slugger of the Week.

Nominees will be judged according to the answers to several questions and a total of nine (9) winners will be highlighted on the Summer Slugger website (link).

### II. Entry Submission

To submit a nomination entry, Entrants must visit the Summer Slugger website and fill out the nomination form. Nominations will be solely evaluated based on this submission. Only one nomination is necessary, as students may be highlighted during any one (1) week of the **9-week Contest**.

### III. Winning Entry Selection

The one (1) weekly winning student will be selected each Thursday at 12:00pm EST through the Contest.

**Nine (9) winners** will be selected in total, highlighted each week from **August 8<sup>th</sup>, 2021 to October 8<sup>th</sup> 2021**. A winning Nominee will be highlighted on the Summer Slugger of the Week website, including an image and short description.

Summer Slugger of the Week Rubric:

A committee of EVERFI judges (the "**Judging Committee**") will select and notify the winners no later than 11:59 PM EDT on each Thursday during the Contest. Nominations will be judged based on detail of answers, fandom, and overall Summer Slugger knowledge. Nine (9) winners in total will be selected. Winning Nominees may be featured by EVERFI, the MLB Entities (defined below) and their affiliates as described below. By entering the Contest, Entrant agrees to these Official Rules and the decisions of the Judging Committee, which are final and binding in all respects.

#### **IV. Eligibility**

An eligible student must: (a) have parental or legal guardian permission to be featured if selected by the Judging Committee, (b) be a U.S. or Canadian citizen or a permanent legal resident (i.e. must be able to show proof of permanent legal residence); (c) be enrolled in the fourth or fifth grade at a private or public elementary or secondary school or a home school in the fifty (50) United States, Puerto Rico, Washington, D.C., or Canada (excluding Quebec).

#### **V. Terms and Conditions**

Entrants may only submit one (1) nomination per student. If more than one nomination for the same student is received, regardless of whether it is from the same teacher or parent/legal guardian or multiple teachers or parents/legal guardians, only the first nomination received will be entered into the Contest, and all other nominations for the Nominee will be disregarded.

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

1. Entry must be in English (except for commonly understood foreign words);
2. Entry cannot have been published previously by any party other than the Nominee;
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 reserve the right in sole discretion to disqualify any entry in violation of the Official Rules.

EVERFI, the 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.

Parents or legal guardians of each winner will be required, to the extent permitted by applicable law, to sign an affidavit of eligibility and publicity release granting EVERFI, MLB, and their respective affiliates the right to feature the winner on the applicable Summer Slugger website and other social media channels. This Contest is sponsored by EVERFI, Inc., located at 2300 N Street N.W., Suite 500, Washington, D.C. 20037. EVERFI is solely responsible for this Contest and its administration. EVERFI and MLB reserve the right in their sole and absolute discretion to terminate this Contest at any time without prior notice. No Purchase Necessary.

## **VI. 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 MLB's rights to their respective logo/trademarks). EVERFI and MLB retain all rights in their respective products and services and entry into this Contest will in no case serve to transfer any EVERFI and MLB intellectual property rights to the Entrant.

As a condition of entry, 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, without any attribution, further authorization or compensation to Entrant. Where permitted by law, parents or legal guardians of each winner agrees to grant to EVERFI, MLB, 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 name, entry, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by EVERFI or MLB.

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, 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.

## VII. 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 Nominee personal information and personal information that is collected from parents, guardians, and teachers on behalf of Nominees 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).

## VIII. Release and Limitation of Liability

By participating in the Contest, Entrants agree to release, indemnify, defend and hold harmless Sponsor, 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, 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) human error; (e) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (f) 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. 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.

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 or MLB, 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 or MLB, EVERFI and MLB reserve the right, at their 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 or MLB in their discretion, elect 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 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.

## **IX. 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, Entrant agrees 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, administered, or produced by any of the MLB Entities. Major League Baseball trademarks, service marks, and copyrights are proprietary to the MLB Entities. All rights reserved.