

“Unlimited Club Pro Softball Meet and Greet Sweepstakes”

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

DATES OF SWEEPSTAKES: The “Unlimited Club Pro Softball Meet and Greet Sweepstakes” (the “Sweepstakes”) begins at 3:00 P.M. Pacific Standard Time (“PST”) on Tuesday, August 13, 2024 and ends at 6:59 P.M. PST on Tuesday, August 13, 2024 (the “Sweepstakes Period”).

ELIGIBILITY: The Sweepstakes is open only to persons who are a legal resident residing in the forty-eight (48) contiguous United States or District of Columbia and are eighteen (18) years of age or older at time of entry (the “Entrant”). Officers, directors, managers and employees (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Athletes Unlimited LLC (the “Sponsors” and/or “Sweepstakes Entities”) and each of their respective parents subsidiaries, affiliates and related companies, licensees, distributors, retailers, dealers, printers, advertising and promotion agencies, consultants and agents, and any others engaged in the development, production, execution or distribution of this Sweepstakes, are not eligible to participate or win a prize. By entering, each Entrant fully and unconditionally accepts and agrees to comply with these Official Rules and the decisions of the Sponsors, which shall be final and legally binding in all respects. Sweepstakes is subject to all federal, state and local laws and regulations. Sweepstakes is void outside the forty-eight (48) contiguous United States and wherever else restricted or prohibited by law.

HOW TO ENTER: You may enter the Sweepstakes as described below. No other method of entry will be accepted.

Method of Entry: Join the Pro Softball Virtual Meet and Greet event as an Unlimited Club member within the date range of the sweepstakes. Online entry must be submitted by 6:59 P.M. PST on Tuesday, August 13, 2024.

The maximum number of entries allowed is one (1) per Entrant for the entire Sweepstakes. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, and/or any other methods, will void that Entrant’s entries and that Entrant may be disqualified from the Sweepstakes. Multiple Entrants are not permitted to share the same email address.

In the event of a dispute about the identity of an Entrant, the entry will be assigned to the authorized account holder ("Authorized Account Holder") of the email address used to submit an entry. The "Authorized Account Holder" is defined as the natural person who is assigned to the email address by an internet access provider, online service provider or other entity responsible for assigning email addresses for the domain associated with the email address. Any dispute to the ownership of an email address may be disqualified at the sole discretion of the Sponsors.

No mechanically or programmatically reproduced entries are permitted. Sponsors will not verify receipt of entries. All entries submitted become the sole property of Sponsors and will not be returned. Sponsors are not responsible for lost, late, or misdirected entries. Neither Sponsors, nor any other Sweepstakes Entity, are responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not

received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

Without limitation, Sponsors reserve the right in their sole discretion to disqualify any Entrant whose social media account, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsors, the Sweepstakes or any other person or entity; does not comply with these Official Rules; or if Sponsors receive notification about any potential infringements or breaches of law or any other reason set forth herein.

WINNING: Six grand prizes will be awarded. On or about Wednesday, August 14, 2024, six (6) grand prize winners (the “Grand Prize Winner”) will be selected in a random drawing. The Grand Prize Winners drawing will be conducted under the supervision of the Independent Administrator, whose decisions are based on their sole discretion and interpretation of these Official Rules, and are final and binding in all respects. Odds of winning depend upon the total number of entries received during the Sweepstakes Period.

PRIZE: Six Grand Prize Winners will receive a signed photo by either Skylar Wallace, Aubrey Leach, or Lexi Kilfoyl. Total ARV of all prizes to be awarded \$300.

PRIZE RESTRICTIONS: Limit of one (1) prize per Entrant. Sponsors will determine all details of a prize in their sole discretion. No prize substitution, except at a Sponsor’s sole discretion or as otherwise provided herein. All federal, state and local taxes, if any, are the sole responsibility of the prize winner. Sponsors reserve the right to substitute a prize of equal or greater value if a prize becomes unavailable due to reasons beyond the control of the Sponsors; provided no such substitute prize shall be from Sponsors without its prior written consent. Prizes are not transferable prior to award. No more than the number of prizes set forth in these Official Rules will be awarded. **PRIZES ARE AWARDED “AS IS” WITHOUT WARRANTIES, EXPRESSED OR IMPLIED, AS TO THEIR QUALITY OR CONDITION AND SWEEPSTAKES ENTITIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Each prize winner consents to Sponsor’s use of his/her name, likeness, biographical information, image, and/or voice and other indicia of persona for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission or approval (TN residents will not be required to sign a publicity release as a condition of winning a prize).

NOTIFICATION: Each potential winner will be notified via email provided at the time of entry (the "Prize Notification"). In the event that any potential winner does not respond to Prize Notification within twenty-four (24) hours of the time of issuance (or such other timeframe as specified within the Prize Notification) or declines the prize for any reason, a disqualification will result, the prize will be forfeited and, at Sponsor’s sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries. Each potential winner may be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, a Release of Publicity, within twenty-four (24) hours of the time of issuance (or such other timeframe as specified by Sponsor). Failure to submit any identification required by Sponsor or to return any required documents within the specified time period, noncompliance with these Official Rules, the return of Prize Notification or of the prize (or any portion thereof) as non-deliverable may result in the potential winner’s disqualification and prize forfeiture and, at Sponsor’s sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries.

ENTRY PUBLICATION, LICENSE, AND RELEASE: By entering the Sweepstakes, each entrant (a) agrees that his/her entry is an original work of authorship and that he/she owns all right, title, and interest in the entry as of the date of submission, or has all necessary rights and authorizations to submit the entry, including the express permission of all individuals embodied in the entry, for possible use as provided herein; (b) agrees that his/her entry does not violate Sponsor's Terms of Use, accessible at <https://auprosports.com/tos/>, or infringe upon the copyright, trademark, or other intellectual property rights, or rights of privacy or publicity, of any person or entity; (c) grants to Sponsor, the other Sweepstakes Entities, and each of their respective designees the perpetual and unlimited right and license to use, license, edit, modify, duplicate, and/or create derivative works from his/her entry throughout the world and in perpetuity, including, but not limited to, the right for the Sponsor and the Sweepstakes Entities to publish, display, broadcast, distribute, reproduce, perform, create derivative works from, and otherwise use and exploit the entry via the Internet, in stadium, on television, in print, and/or any other media currently existing and hereafter developed without limitation and without notice or payment of any compensation to the entrant or his/her heirs and successors: (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming, or services of the Sponsor or Sweepstakes Entities or for any other advertising, marketing, and promotional purposes and in any materials related thereto; and/or (iii) for any other purpose whatsoever; and (d) releases in perpetuity the Released Parties (as defined below) from any claims, demands, losses, and liabilities of any nature arising out of or in any way connected with the entry and use thereof as permitted hereunder, including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation, or infringement of rights of publicity or privacy. Nothing herein will obligate the Sponsor or the Sweepstakes Entities to make any use of any of the rights set forth herein.

SWEEPSTAKES CONDITIONS: This Sweepstakes is subject to all applicable federal, state and local laws. By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsors and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sweepstakes Entities are not responsible for lost, late, misdirected, undeliverable, illegible, or incomplete entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Sponsors may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsors, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsors or the Sweepstakes Administrator which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsors reserve the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

DISQUALIFICATION/FORCE MAJEURE: Sponsors reserve the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to disparage,

annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event an insufficient number of eligible entries are received and/or Sponsors is prevented from awarding the prize or continuing with the Sweepstakes as contemplated herein by any event beyond his control, including but not limited to, event cancellation or modification, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within a Sponsor's control (each a "*Force Majeure*" event or occurrence), then Sponsors shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated due to Force Majeure relating to the prize, Sponsors may conduct the drawing with all timely entries, awarding prizes other than the prize. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Rules (other than the prize) will be awarded in such event.

DISPUTES; ARBITRATION/CHOICE OF LAW: Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or the awarding of Prizes and determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of JAMS, then effective (notwithstanding the foregoing, entrant shall not be precluded from seeking relief in small claims court for disputes/claims within the scope of the jurisdiction of small claims court and any remedies available to entrant under applicable federal, state or local law remain available to entrant and are not waived pursuant to this section); (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 for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased and any and all rights to injunctive relief. The arbitrator hearing such dispute/claim/cause of action shall be neutral and the entrant will have a reasonable opportunity to participate in the selection of the arbitrator. Such arbitration will take place at a location near the entrant's residence and the entrant has the right to an in-person hearing in the arbitration proceeding, if desired. The arbitration will allow for the discovery and/or exchange of non-privileged information between entrant and Sponsor. Should an entrant initiate arbitration pursuant to this section, the entrant shall be responsible for JAMS's fees to do so (approximately, \$250), with all other costs of such arbitration being borne solely by Sponsor. If entrant is a California (USA) resident and Sponsor is the prevailing party in such arbitration, such entrant will not be responsible for Sponsor's costs and fees in conjunction with the arbitration proceeding; **BUT, IN ALL OTHER CASES, ENTRANT WILL BE RESPONSIBLE FOR SUCH COSTS/FEEES IF REQUIRED BY THE ARBITRATOR'S RULING.** For the avoidance of doubt, the requirement to arbitrate disputes pursuant to this section is reciprocal and binding both upon entrants and Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York (USA), without regard for conflicts of law doctrine of New York or any other jurisdiction.

NO LIABILITY: By entering, Entrants and prize winners agree to comply with all Official Rules, as stated and agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities and each of their respective officers, directors, employees, representatives and agents from and against any claims made by prize winners, Entrants, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly,

from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

ENTRANTS PERSONAL INFORMATION: Entrant is providing his/her information to SPONSORS. and the information provided will only be used in accordance with the Sponsor's privacy policy at www.amazon.com.

WINNER'S LIST REQUEST: For a winner(s) list, send an email to promotions@auprosports.com (after the conclusion of the Sweepstakes) specifying the applicable Sweepstakes and Entry Period in the subject line. A copy of these Official Rules may also be obtained at the Website during the Sweepstakes.

SPONSORS: The "Sponsor" of this Sweepstakes is Athletes Unlimited LLC, 888 7th Avenue, New York, NY 10106.

This Sweepstakes shall not be published without the written permission of the Sponsor.