SAL'S PIZZA IN-STORE RED SOX GIVEAWAY

Official Rules

The following promotion is intended for viewing in the United States in the states of Connecticut (excluding Fairfield County), Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont only and is governed by US law. Do not proceed in this promotion unless you are an adult legal resident of the United States residing in one of the states of Connecticut (excluding Fairfield County), Maine, Massachusetts, New Hampshire, New York, Rhode Island or Vermont.

NO PURCHAE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. TRAVEL NOT INCLUDED.

OFFICIAL RULES – SAL'S PIZZA IN-STORE RED SOX GIVEAWAY (USA) ("OFFICIAL RULES")

Sal's Pizza Red Sox Ticket Giveaway (the "Giveaway") is sponsored by Sal's Pizza, at 290 Merrimack Street, Lawrence, MA.

Participation in the Giveaway constitutes the entrant's ("you" or "your") full and unconditional agreement and acceptance of these Official Rules including the decisions of the Giveaway Sponsor, which are final on all matters relating to the Giveaway. The Giveaway is in no way sponsored, endorsed or administered by, or associated with any MLB Entity. The Sweepstakes is open only to legal residents of Connecticut (excluding Fairfield County), Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont (the "Eligible Territory") who are eighteen (18) years of age or older at the time of entry. Employees, officers, and directors, and their 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 Sal's Pizza ("Sponsor"), the MLB Entities and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any other entity associated with the Sweepstakes are not eligible to participate or win a prize. "MLB Entities" means 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. The

Sweepstakes is subject to all applicable laws, rules, and regulations. Void outside the Eligible Territory and where prohibited or restricted by law, rule, or regulation.

1. Basic Information: You can be entered into the drawing for a chance to win two (2) Red Sox Tickets when you fill out your name, email and phone number at one of our Sal's Pizza locations and submit in the ballot box at checkout. Any questions, concerns or comments regarding the Giveaway can be forwarded in a self-addressed, stamped envelope to "Sal's Pizza Red Sox Ticket Giveaway, Lupoli Companies, 290 Merrimack Street, Lawrence, MA 01843".

2. Giveaway Dates: The Giveaway begins at 5:00:01 PM Eastern Time ("EST") on August, 12, 2022 (the "Giveaway Start Date") and ends at 12:00:00 PM EST on September 2, 2022 (the "Giveaway End Date"). The period from the Giveaway Start Date through to the Giveaway End Date is known as the "Giveaway Period". All entries received between this time period will be entered into the drawings for a chance to win the two (2) Red Sox Tickets.

3. Who Can Enter: The Sweepstakes is open only to legal residents of Connecticut (excluding Fairfield County), Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont (the "Eligible Territory") who are eighteen (18) years of age or older at the time of entry. Employees, officers, and directors, and their 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 Sal's Pizza ("Sponsor"), the MLB Entities and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any other entity associated with the Sweepstakes are not eligible to participate or win a prize. "MLB Entities" means 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. The Sweepstakes is subject to all applicable laws, rules, and regulations. Void outside the Eligible Territory and where prohibited or restricted by law, rule, or regulation.

4. How to Enter: Throughout the Giveaway Period, you will have the opportunity to visit any of our Sal's Pizza locations, fill out a card at checkout with the appropriate information (name, email, phone number) and drop it in the ballot box. The following locations are participating: Boston, N. Andover, Billerica, Chelmsford, Derry, Manchester, Ashland, Littleton, New Hampton, and Plymouth. Limit one submission per customer, per order.

5. Prize Details: There will be one (1) Giveaway Winner chosen on September 3, 2022 to award two (2) Red Sox tickets for winner and one (1) guest for premium seats. This

Giveaway prize includes two (2) tickets for winner and one (1) guest for the Boston Red Sox home game of the winner's choice at Fenway Park (subject to availability and blackout dates). No transportation or lodging provided as part of prize. 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 redsox.com/ticket back 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. 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 redsox.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 nonsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties (as defined below) 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 disgualification and prize forfeiture, and may invalidate the license granted by the game/event/exhibition ticket.

Prize winner will be randomly drawn from among all eligible entries received during the Giveaway Period at the offices of the Giveaway Sponsor.

6. Notification and Redemption: If you have been drawn as a selected prize winner, the Giveaway Sponsor or Administrator will notify you via e-mail and / or phone using the information provided in the entry. If the selected winner does not respond to the Giveaway Sponsor's notification within two (2) days of when the winner is chosen and the Giveaway Sponsor or Administrator has made two (2) separate contact attempts, the potential winner will be disqualified, and a new potential winner will be drawn from among the eligible entries. As a condition of awarding the prize, winner must have completed, within one (1) day of receipt, the Giveaway Sponsor's Statement of Compliance, Release, and Indemnity Agreement ("Release Form") under which, among other matters, the winner confirms his/her compliance and eligibility with these Official Rules and releasing the Giveaway Sponsor, Administrators, the MLB Entities, each of their respective affiliates, subsidiaries, advertising and promotional agencies, and the directors, officers, partners, dealers, employees and agents of each of the foregoing, from and against any and all liability arising from or in connection with participation in

the Giveaway or the acceptance, possession or use/misuse of the prize (or any portion thereof). The winner must also provide proof of identity to a valid representative of the Giveaway Sponsor or Administrators. If a potential winner fails to return the required documents and provide proof of identity in accordance with these Rules, or is found to have violated the rules of the Giveaway in any way, or if any prize or prize notification from the Giveaway Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. In the case of forfeit, the Giveaway Sponsor may hold a random drawing to select an alternate prize winner. Prize will be available on the Ballpark Mobile App account connected to winner's email.

Winner is solely responsible for any taxes on prize award. All costs and expenses are the sole responsibility of the winner.

7. Publicity: Acceptance of a prize constitutes permission for Giveaway Sponsor and MLB Entities to use the winner's name, likeness, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law. The name of the Prize Winner may be published on <u>www.sals.com</u>.

8. Odds: Odds of winning will depend on the total number of eligible entries received through all methods of entry during the Giveaway Period.

9. Restrictions: The following are prohibited and will result in automatic disqualification from the Giveaway: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Giveaway Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Giveaway.

10. Privacy: Giveaway Sponsor will be collecting personal data about you for the administration of the Giveaway, but not for purposes of internal market research. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so;
- when, in good faith, we believe the law requires disclosure;

• to affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and

• to our respective agents for data processing purposes, our respective professional advisors and promotional and marketing agencies, provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

Giveaway Sponsor may match aggregated, statistical use information to parameters established by third parties, without releasing user information. This information will not contain any personally identifiable information. Giveaway Sponsor may share aggregate information with trading partners, co-branded sites, participating sponsors and advertisers; however, this aggregated information will not contain personally identifiable information.

11. Winners List: The name of the winner will be available until July 31, 2023 by emailing <u>marketing@lupolico.com</u>

12. General Terms and Conditions: This Giveaway is void outside the Giveaway Area and where prohibited by law, and is subject to all applicable federal, state, and local laws and regulations. By accepting any prize, each winner acknowledge that the Giveaway Sponsor and MLB Entities has neither made, nor is in any manner responsible or liable for any representations, guarantees or warranties, express or implied, in fact or in law, regarding any awarded prize, including but not limited to its guality, merchantability or mechanical condition. BY PARTICIPATING IN THE GIVEAWAY, EACH ENTRANT AGREES TO RELEASE AND HOLD THE GIVEAWAY SPONSOR, ADMINSITRATOR, MLB ENTITIES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT AGENCIES AND LEGAL ADVISORS (COLLECTIVELY THE "RELEASED PARTIES"), HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE GIVEAWAY OR THE ACCEPTANCE. POSSESSION. OR USE OF ANY PRIZE, INCLUDING WITHOUT LIMITATION, ANY LOSS, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, EVEN IF CLAIMED TO BE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. This release and waiver is intended to be as broad as the law allows. All entries become the property of Giveaway Sponsor and will not be returned. Released Parties are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Giveaway or from downloading any material from the Giveaway Sponsor's Servers or from any other Internet web site, regardless of whether the material was prepared by Giveaway Sponsor, or a third party.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE GIVEAWAY OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The Released Parties are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or

unauthorized access to, or alteration of, entries, no matter the cause; (iii) failed or unavailable hardware, network, software or telephone transmissions, (iv) damage to entrants' or any person's computer and/or its contents,; (v) any entries submitted in a manner that is not expressly allowed under these rules; or (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Giveaway, or (vii) any other causes beyond Giveaway Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Giveaway. All incomplete or nonconforming entries will be disqualified. If for any reason this Giveaway cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) beyond the reasonable control of Giveaway Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Giveaway, or if the Giveaway is compromised or becomes technically corrupted in any way, electronically or otherwise, Giveaway Sponsor reserves the right to modify or terminate the Giveaway.

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