Jimmy Fund Little League Official Rules

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

Jimmy Fund Little League Overview

Dana-Farber Cancer Institute and the Jimmy Fund (DFCI) will invite eligible participants (as defined below) to participate in Jimmy Fund Little League presented by Franklin[®], a fundraising program occurring between April 30, 2024 and August 30, 2024 (the "Program"). The Program website is <u>www.jimmyfundlittleleague.org</u>. Participants who: (i) visit the URL that invited you to participate, (ii) supply all requested information in a complete and accurate fashion, and (iii) register for the Program on or before August 30, 2024 at 11:59PM ET will be eligible to participate in the fundraising contests described below for a chance to win the prizes described below (the "Participants").

1. Eligibility

Jimmy Fund Little League (the "Giveaway") is open only to legal residents of the fifty (50) United States (and the District of Columbia). Void where prohibited. In order to enter the Giveaway or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Giveaway.

2. Sponsor

Dana-Farber Cancer Institute, 450 Brookline Avenue, Boston, Massachusetts 02215.

3. Timing

The Giveaway begins on April 30, 2024 at 12:01AM ET and ends on August 30, 2024 at 11:59PM ET (the "Entry Period"). The Giveaway is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

4. How to Participate

You can participate in the Individual Fundraising Contests by registering for the Program and raising and/or contributing funds for DFCI during the Entry Period. An individual is defined as one (1) player. If multiple players register for the same fundraising page, they will not be eligible for the Individual Fundraising Contests.

You can participate in the Team Fundraising Contests by registering as a member of a team for the Program and raising and/or contributing funds for DFCI during the Entry Period. A team is defined as one (1) individual team comprised of ten (10) to sixteen (16) players. Towns and leagues with seventeen (17) players or more will not be eligible for the Team Fundraising Contests.

You can participate in the Wild Card Contests by registering for the Program and raising and/or contributing funds for DFCI during the Entry Period. To receive an entry into a drawing for free, email a request to <u>JimmyFundLittleLeague@dfci.harvard.edu</u> with the Subject Line "Jimmy Fund

Little League Drawing" and include: (i) your full name, (ii) your postal address, (iii) your email address, and (iv) the name of the fundraising contest. One (1) entry per Participant. All decisions by Sponsor with the operation and determination of the winners from the Program shall be final.

5. Winner Determination

Winners will be determined based on the amount reflected on the individual and/or team fundraising page at the end of the Entry Period. The potential winners will be contacted using the contact details provided with entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. Failure by a potential winner to respond to any contact within the stated timeframe will result in disqualification, and Sponsor will select an alternate potential winner in the same manner. Odds of winning a Giveaway prize depend on the number of eligible entries received during the Entry Period for the specific prize.

6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE GIVEAWAY.

7. Verification of Potential Winners

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted, or the potential winner notification or Affidavit is returned as undeliverable, (b) potential winner declines or cannot accept, receive or use the prize for any reason, (c) of noncompliance with these Official Rules or any of the aforesaid time periods, (d) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Giveaway and an alternate potential winner may be selected in a random drawing, from among the other eligible entries received, as described in Section 5 above. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

8. Fundraising Contests and Prizes

- Team Fundraising Contests: fundraising totals are based on the dollar amount reflected on the team fundraising page as of August 30, 2024 at 11:59PM ET (the "Team Fundraising Totals").
 - Top 10 Overall Fundraising Teams: the ten (10) teams with the highest Team Fundraising Totals overall, across all districts, will be invited to the Jimmy Fund Little League Appreciation Night at Fenway Park in Boston, Massachusetts on September 21, 2024. Each of the Top 10 Overall Fundraising Teams will receive up to twenty-four (24) tickets to the Boston Red Sox vs. Minnesota Twins baseball game at Fenway Park in Boston, Massachusetts on September 21, 2024 at 4:10PM ET, with seats located in the right field Grandstand. Ten (10) Top 10 Overall Fundraising Team prizes will be awarded. The approximate retail value is thirty-three dollars (\$33) per ticket, or seven hundred and ninety-two dollars (\$792) per Top 10 Overall Fundraising Team prize.
 - o Top 5 Overall Fundraising Teams: the five (5) teams with the highest Team Fundraising

Totals overall, across all districts, will receive custom team batting gloves for each player on the team, up to fifteen (15) players. A maximum of fifteen (15) sets of custom team batting gloves will be awarded per Top 5 Overall Fundraising Team prize. Five (5) Top 5 Overall Fundraising Team prizes will be awarded. The approximate retail value of a set of custom team batting gloves is thirteen dollars (\$13) each, or one hundred and ninety-five dollars (\$195) per Top 5 Overall Fundraising Team prize.

- Top Overall Fundraising Team: the team with the highest Team Fundraising Total overall will be awarded the Top Overall Fundraising Team prize. The team coach and a maximum of fifteen (15) players will be invited on-field for a check presentation during the Jimmy Fund Little League Appreciation Night at Fenway Park in Boston, Massachusetts on September 21, 2024. One (1) Top Overall Fundraising Team prize will be awarded.
- Individual Fundraising Contests: fundraising totals are based on the dollar amount reflected on the individual Participant's fundraising page as of August 30, 2024 at 11:59PM ET (the "Individual Fundraising Totals").
 - Top 6 Individual Fundraisers: the six (6) Participants with the highest Individual Fundraising totals overall, across all districts, will each receive two (2) tickets to the Worcester Red Sox vs. Syracuse Mets baseball game at Polar Park in Worcester, Massachusetts on September 11, 2024 at 6:05 PM ET, with seats located in the right field Grandstand, including the opportunity to participate in the high-five tunnel for entering players on-field before the start of the game. Six (6) Top 6 Individual Fundraiser prizes will be awarded. The approximate retail value of the Top 6 Individual Fundraiser prize is fifty-eight dollars (\$58) each.
 - Top 7-10 Individual Fundraisers: the four (4) Participants with the top 7-10 highest Individual Fundraising totals overall, across all districts, will each receive six (6) Showcase Cinema Movie passes redeemable at any Showcase Cinemas location, excluding Showcase SuperLux in Chestnut Hill, Massachusetts. Each pass can be exchanged for one (1) admission ticket to a film of your choice. Passes expire December 31, 2024 and are valid Sunday through Thursday. Passes are not valid for special engagements or those prohibited by contractual obligations and are void if sold, bartered or traded. No cash value. Four (4) Top 7-10 Individual Fundraiser prizes will be awarded. The approximate retail value of the Top 7-10 Individual Fundraiser prize is one hundred and two dollars (\$102) each.
 - Second Place Overall Individual Fundraiser: the Participant with the second highest Individual Fundraising Total overall, across all districts, will receive a batting spot redeemable during the 2025 Jimmy Fund Day at Fenway event at Fenway Park in Boston, Massachusetts. The date of the 2025 Jimmy Fund Day at Fenway event is to be determined and will be communicated to the winner when confirmed. Participation includes the following for one (1) individual: twenty (20) pitches during on-field batting practice, warmup batting session in the batting cages, exclusive access to visitor's locker room and dugout, PA announcement when at-bat, Jimmy Fund Day at Fenway t-shirt and gift bag, and lunch at the concession stand. One (1) Second Place Overall Individual Fundraiser prize will be awarded. The approximate retail value of the Second Place Overall Individual Fundraiser prize is sixty-five dollars (\$65.00).
 - o Top Overall Individual Fundraiser: the Participant with the highest Individual

Fundraising Total overall, across all districts, will receive a bat kid experience during the Jimmy Fund Little League Appreciation Night batting practice at Fenway Park in Boston, Massachusetts on September 21, 2024. One (1) Top Overall Individual Fundraiser prize will be awarded. The approximate retail value of the Top Overall Individual Fundraiser prize is five thousand dollars (\$5,000.00).

- Wild Card Contests: fundraising totals are based on the dollar amount reflected on the individual Participant's fundraising page as of August 30, 2024 at 11:59PM ET (the "Individual Fundraising Totals"). On or after September 1, 2024, except where otherwise noted, one (1) Participant will be randomly selected amongst all eligible entries to be awarded each Wild Card Contest prize listed below.
 - Raise Over \$100: Participants with an Individual Fundraising Total of one hundred dollars (\$100) or more will be entered into a drawing for a chance to win two (2) Showcase Cinema Movie passes redeemable at any Showcase Cinemas location, excluding Showcase SuperLux in Chestnut Hill, Massachusetts. Each pass can be exchanged for one (1) admission ticket to a film of your choice. Passes expire December 31, 2024 and are valid Sunday through Thursday. Passes are not valid for special engagements or those prohibited by contractual obligations and are void if sold, bartered or traded. No cash value. Ten (10) Raise Over \$100 prizes will be awarded. The approximate retail value of the Raise Over \$100 prize is thirty-four dollars (\$34) each.
 - Raise Over \$500: Participants with an Individual Fundraising Total of five hundred dollars (\$500) or more will be entered into a drawing for a chance to win one (1) custom video message from a current or former Boston Red Sox player. One (1) Raise Over \$500 prize will be awarded. The approximate retail value of the Raise Over \$500 prize is sixty dollars (\$60).
 - Raise Over \$1,000: Participants with an Individual Fundraising Total of one thousand dollars (\$1,000) or more will be entered into a drawing for a chance to win one (1) Red Sox jersey autographed by Boston Red Sox player Liam Hendriks. Certificate of authenticity not included. One (1) Raise Over \$1,000 prize will be awarded. The approximate retail value of the Raise Over \$1,000 prize is one hundred and thirty dollars (\$130).

For all Prizes: Prize is non-transferrable, non-refundable, non-negotiable, not redeemable for cash or for re-sale, and no substitution will be allowed. Prize will not be replaced if lost or stolen, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Prize will be awarded only if the potential prize winner fully complies with these Official Rules.

9. Entry Conditions and Release

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Giveaway; (b) defend, indemnify, release and hold harmless the Sponsor and its respective parent, subsidiary, and

affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway, and all of their respective past and present officers, trustees, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Giveaway, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of any prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner acknowledges that the prize is awarded as-is without warranty of any kind.

10. Publicity

Except where prohibited or restricted by law, winner's acceptance of a prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Giveaway or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

11. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, trustees, and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, pandemics, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Giveaway or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Giveaway, or with any Website promoting the Giveaway; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Giveaway multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Giveaway, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Giveaway, including the entire Giveaway, and/or modify the Giveaway and/or award the prize from all eligible entries received as of the termination date.

12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Giveaway; (d) technical or human error in the administration of the Giveaway or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway. No more than the stated number of each prize will be awarded.

13. Disputes

Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an entrant and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of Massachusetts without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Giveaway, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any entrant be permitted to obtain awards for and 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. By entering the Giveaway, all entrants agree to be subject to jurisdiction in the Federal and State courts of Suffolk County, Boston and agree that all disputes relating in any way to this Giveaway must be resolved in the courts of Boston. Entrants agree not to raise the defense of forum non conveniens.

14. Giveaway Results

To obtain the prize winner list, send an email to <u>JimmyFundLittleLeague@dfci.harvard.edu</u> with the subject line "Jimmy Fund Little League – Winner's List." Requests must be received within sixty (60) days of the end of the Entry Period.