## PLYMOUTH ROCK ASSURANCE FENWAY FIELD PASS SWEEPSTAKES (THE "SWEEPSTAKES")

## **OFFICIAL RULES**

NO PURCHASE 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. INTERNET ACCESS IS REQUIRED TO ENTER. MUST BE A LEGAL RESIDENT OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA AND BE AT LEAST 18 YEARS OF AGE TO ENTER. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

**SWEEPSTAKES PERIOD**: The Sweepstakes entry period (the "**Entry Period**") begins at 12:00:00 am Eastern Time ("**ET**") on Friday, June 17, 2022 and ends at 11:59:59 pm ET on Monday, August 1, 2022 ("**Sweepstakes End Date**").

PRIZE: One (1) Prize will be awarded.

The Grand Prize Winner (the "Winner") will receive: (i) four (4) tickets for Winner and three (3) guests to one (1) 2022 regular season home game of the Boston Red Sox at Fenway Park, Boston, MA determined by Sponsor at its sole discretion; (ii) a pre-game field prep experience with the Boston Red Sox Grounds Crew; (iii) on-field viewing of batting practice prior to the game; (iv) a behind-the-scenes visit to the New England Sports Network (NESN) booth at Fenway Park; and (v) a \$200 gift card for food and non-alcoholic drinks at the park (the "Prize"). Approximate Retail Value of the Prize: \$1,200.00. TRANSPORTATION NOT INCLUDED.

**PRIZE NOTIFICATION RESPONSE TIME:** Twenty-four (24) hours from the time of issuance of Prize Notification (defined below) (the "**Required Response Time**").

**WINNER/OFFICIAL RULES:** For a copy of these Official Rules and/or the Winner's name, mail a request and a self-addressed stamped envelope to be received by Friday, July 29, 2022 to: Plymouth Rock Assurance Red Sox Grand Prize Sweepstakes c/o Plymouth Rock Assurance Corporation, 695 Atlantic Avenue, Boston, MA 02111, Attn: Director of Marketing Communications.

**SPONSOR:** The Sponsor of this Sweepstakes is Plymouth Rock Assurance Corporation, 695 Atlantic Avenue, Boston, MA 02111 (referred to in these Official Rules as "**Sponsor**"). This Sweepstakes is in no way sponsored, endorsed, or administered by NESN, The Boston Red Sox Baseball Club Limited Partnership, the other MLB Entities (defined below), or any other party, and any such inferences are hereby expressly disclaimed. Sponsor's decisions in connection with the Sweepstakes are final and binding.

**HOW TO ENTER**: During the Entry Period go to **plymouthrock.com/RedSoxGiveaway**, complete and submit an online electronic registration form with complete name, phone number, email address and state of

residence. All information submitted online by entrants is subject to, and will be treated in a manner consistent with Sponsor's Privacy Policy accessible at: <a href="https://www.plymouthrock.com/privacy-policy">www.plymouthrock.com/privacy-policy</a>. Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete and/or inaccurate entries are void. All entries must include a valid email address for the entrant. Online entry only. No other method of entry will be accepted. Limit one (1) entry per email address. Additional entries beyond the specified limit will be void.

By participating you indicate your full and unconditional agreement to and acceptance of these Official Rules. By providing your email address, you authorize Sponsor and its affiliates to communicate with you regarding future promotional offers. You may opt out of this service at any time by clicking 'unsubscribe' within the email.

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees, officers, and directors (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 Sponsor and its affiliates. (collectively, "Plymouth Rock"), NESN, The Boston Red Sox Baseball Club Limited Partnership ("Boston Red Sox" or "Red Sox") and the other MLB Entities (defined below) and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Sweepstakes are not eligible to participate or win the Prize. 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. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void outside the United States, in Puerto Rico, the U.S. Virgin Islands, other United States territories and possessions, and where prohibited or restricted by law, rule or regulation.

Participants are required to provide truthful information and Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements.

**RANDOM DRAWING**: The potential winner of the Sweepstakes will be selected by Sponsor by random drawing on or about the day following the Sweepstakes End Date from among all eligible entries received. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner will be declared the official Winner of the Sweepstakes. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received. **This is not a promotion of skill.** 

**PRIZE CONDITIONS**: Exact nature and duration of the on-field viewing of pre-game field prep, batting practice and NESN visit shall be determined in the sole discretion of the Boston Red Sox and subject to availability and rules and regulations set forth by Boston Red Sox and MLB. All Prize details, including exact game date and seat

locations at the game, shall be determined in the sole and absolute discretion of Sponsor. The Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes) applicable to the Prize. The Winner may be required to provide a completed and signed IRS Form W-9 and may receive an IRS Form 1099 from Sponsor. All costs and expenses associated with the Winner's Prize acceptance and use not specified herein as being provided are the sole responsibility of the Winner. The Prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute any or all elements of the Prize with a prize of comparable or greater value at its sole and absolute discretion. The Winner's guest(s) must be of legal age of majority in their jurisdiction of residence and at least eighteen (18) years of age, unless accompanied by an adult. 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 mlb.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. 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. Sponsor, NESN, 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 (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 disqualification and Prize forfeiture and may invalidate the license granted by the game/event/exhibition ticket.

**NOTIFICATION**: The potential winner will be notified at the email address and/or telephone number (in the sole discretion of Sponsor) they provided at the time of entry (the "**Prize Notification**"). In the event that a potential winner does not respond to any such Prize Notification within the Required Response Time, 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. The potential winner may, in Sponsor's discretion, be required to provide a completed and signed IRS Form W-9, and execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Publicity, within the Required Response Time. Failure of a potential winner to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Official Rules or the return of the Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification of that potential winner 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.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, each entrant; (a) agrees to be bound by these Official Rules. including all entry requirements, and (b) waives any and all claims against Plymouth Rock, NESN, the MLB Entities, and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of the Prize (or any portion thereof) or any travel or activity related to the receipt or use of the Prize (or any portion thereof). By entering this Sweepstakes, each entrant gives his/her express permission to be contacted by Sponsor, NESN, Boston Red Sox and/or MLB by telephone, email and/or postal mail for Sweepstakes purposes. The Winner, by acceptance of the Prize, grants to Sponsor, NESN, Boston Red Sox, MLB and each of their respective designees the right to publicize the Winner's name, address (city and state/territory/province of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

**GENERAL CONDITIONS:** Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes-related materials, or the cancellation or postponement of any Major League Baseball game, event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper

with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor, NESN, Boston Red Sox and/or MLB or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by Sponsor, Boston Red Sox, MLB and/or their respective agents. Sponsor NESN, and/or MLB shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty or representation of any kind concerning the Prize (or any portion thereof), and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor, NESN, and MLB reserve the right, in their sole discretion, to cancel or suspend the Sweepstakes (or any portion thereof) for any reason at any time including, without limitation, if virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). Notice of suspension or cancellation will be given as deemed appropriate by Sponsor (in its sole discretion) on plymouthrock.com. In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR, NESN, BOSTON RED SOX, MLB AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on an email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address.

AS A CONDITION OF ENTERING THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT (I) ANY AND ALL DISPUTES, CLAIMS, CONTROVERSIES OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES, OR THE PRIZE AWARDED (EACH, A "CLAIM"), SHALL BE (1) ARBITRATED ON AN INDIVIDUAL BASIS ONLY, AND SHALL NOT BE CONSOLIDATED OR JOINED WITH OR IN ANY

ARBITRATION OR OTHER PROCEEDING INVOLVING A CLAIM OF ANY OTHER PARTY, AND (2) SETTLED BY BINDING ARBITRATION IN BOSTON, MASSACHUSETTS BEFORE A SINGLE ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN GOVERNING RULES AND PROCEDURES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF; AND (II) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES. THESE OFFICIAL RULES SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, U.S.A, APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED EXCLUSIVELY IN THAT STATE.

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