ZIPS Car Wash Free Car Wash For a Year ("Sweepstakes")

OFFICIAL RULES ("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 ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD. 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.

ELIGIBILITY: The Sweepstakes is open only to persons who, at the time of entry, are eighteen (18) years of age or older at the time of entry and are legal residents of the State of Oklahoma. Employees, officers, and directors including immediate family members - i.e., spouse, parent child, sibling and their respective spouses, regardless of where they reside – and members of the same household, whether or not related) of the Oklahoma City Baseball Club (the "Club") and ZIPS Car Wash ("Sponsor"), 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 a Grand Prize ("Grand Prize"). Participation in the Sweepstakes constitutes participant's full and unconditional agreement to, and acceptance of, these Rules and the results of the random drawing described below. This Sweepstakes is offered only in the State of Oklahoma and is subject to applicable federal and state laws.

<u>SWEEPSTAKES PERIOD:</u> The Sweepstakes period will begin at 12:00 M Central Time ("CT") on April 2, 2024, and end at 11:59 PM CT on September 15, 2024 ("Sweepstakes Period").

<u>HOW TO ENTER:</u> To enter the Sweepstakes, simply register by accessing the online form via the QR code or at https://www.milb.com/oklahoma-city and click "Enter Now." Entrants must fully complete and submit all non-optional data requested upon completing the form to be eligible. Incomplete and/or inaccurate entries are void. All data inputted via the online form becomes the property of Sponsor. No other method of entry will be accepted. One entry per person/phone number/email address. Non-winning eligible entries from the Sweepstakes will not carry over to any subsequent sweepstakes or promotion.

RANDOM DRAWING: The Grand Prize winner of the Sweepstakes will be selected by random drawing on or about September 16, 2024, from among all eligible entries received during the Sweepstakes Period (each a "Winner" and collectively, the "Winners"). The decision of Sponsor are final and binding on all matters relating to the Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Sweepstakes Period.

<u>GRAND PRIZE:</u> There will be one (1) Grand Prize awarded. The Grand Prize will include a Basic Car Wash service once per week for 52 weeks, valued at \$520.00, redeemable at any ZIPS location.

<u>PRIZE NOTIFICATION RESPONSE TIME:</u> Forty-Eight (48) hours from the time of issuance of the Prize Notifications (defined below) (the "Required Response Time").

PRIZE CONDITIONS: All Grand Prize details, including, without limitation, the exact game date and seat locations at the game, if any, shall be determined in the sole and absolute discretion of Sponsor and/or Club, as applicable. Each Winner is fully responsible for any and all applicable federal, state, territory, provincial and local taxes (including income and withholding taxes). All costs and expenses associated with each Prize acceptance and use not specified herein as being provided, including, but not limited to, lodging, transportation costs, meals, gratuities, and all other expenses incurred by accepting any Prize are the sole responsibility of the applicable Winner. The Prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's and or Club's sole and absolute discretion, as applicable. Sponsor and the Club reserve the right to substitute any Prize (or any portion thereof) with a prize of comparable or greater value at their sole and absolute discretion.

NOTIFICATION: Each Winner will be notified at the email address, postal address, and/or telephone number (in the sole discretion of Sponsor) provided at the time of entry within one (1) week of the random drawing (the "Prize Notification"). In the event that any 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 Winner may be randomly selected from among all remaining eligible entries received during the Sweepstakes Period. Each Winner will be required to submit his/her valid social security number and/or other identification to Sponsor and will be required to 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 to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Rules, or the return of the Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and Prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate winner to be randomly selected from among all remaining eligible entries received during the Sweepstakes Period.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Rules, including, without limitation, all entry requirements, and (ii) indemnify, release, forever discharge, hold harmless, and covenant not to sue Sponsor, the Oklahoma City Baseball Club, 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") of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, 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 Prizes (or any portion thereof) or any travel or activity related to the receipt or use of the Prizes (or any portion thereof). By entering this Sweepstakes, each entrant gives his/her express permission to be contacted by Sponsor and/or the Oklahoma City Baseball Club by telephone, email, and/or postal mail for Sweepstakes purposes.

The Winner, by acceptance of a Prize, grants to Sponsor, the Club, and each of their respective designees the right to publicize such 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, postagedue 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; nondelivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these 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 any Prize or in any Sweepstakes-related materials, or the cancellation or postponement of any Minor League Baseball game, 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 participants' 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 and/or the Club or who are in violation of these 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, the Club, and/or their respective agents. Sponsor 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 (i) make no warranty, guaranty, or representation of any kind concerning the Prizes (or any portion thereof), and (ii) disclaim any implied warranty. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

Sponsor and the Club reserve the right, in their absolute discretion, to cancel or suspend the Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). In the event of cancellation, Sponsor may elect to identify Winners and award the Prizes by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. Sponsor and the Club also reserve the right, in their absolute discretion, to modify these 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 SUCH ENTRANT, AND SPONSOR, THE CLUB, 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 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 (A) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Sweepstakes, or any 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 Oklahoma City, Oklahoma 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 (B) 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 State of Oklahoma, U.S.A., applicable to contracts entered into and performed exclusively in that State.

LIMITATION OF LIABILITY: None of Major League Baseball ("MLB"), the MLB Professional Development League ("PDL"), Sponsor or the Oklahoma City Baseball Club will be responsible for any incorrect or inaccurate information, whether caused by tampering or by any other equipment or programming associated with or utilized in the Promotion or by any technical or human error, which may occur in the processing of submissions in the Promotion. None of MLB, PDL, Sponsor or the Oklahoma City Baseball Club assumes any responsibility for any error or omission, theft or destruction or unauthorized access to, or alteration of, entries. None of MLB, PDL, Sponsor or the Oklahoma City Baseball Club will be responsible for user cheating or fraud by any participants. If, for any reason, the Promotion is not

capable of running as planned, including but not limited to unauthorized intervention, fraud, technical failure, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and to select the Prize Winner(s) from entries received prior to such cancellation, termination, modification or suspension.

DISPUTES: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF OKLAHOMA, WIHTOUT RESPECT TO CONFLICT OF LAWS DOCTRINES. As a condition of participation in this Promotion, each participant agrees that any and all disputes, claims or demands arising out of, or connected with, this Promotion will be brought, maintained and resolved between Sponsor and such participant in his or her individual capacity. Each participant agrees to waive and relinquish any rights he or she may have to sue Sponsor, MLB, PDL or the Oklahoma City Baseball Club together with other participants as a class. Under no circumstances will any participant be entitled to, and, therefore, expressly waives, relinquishes and agrees to have no claim against MLB, PDL, Sponsor or the Oklahoma City Baseball Club to any punitive, multiple, incidental or consequential damages of any type or nature including but not limited to attorneys' fees and costs (court and expert costs). Each participant's damages are limited to his or her actual out of pocket expenses or losses. Each participant further agrees that: (i) all disputes will be determined by a competent court of jurisdiction in Oklahoma County, Oklahoma, and (ii) he or she submits to the in person jurisdiction of such court.

<u>WINNERS LIST:</u> For a list of Winners, mail a request and a self-addressed stamped envelope to: "ZIPS Car Wash Free Car Wash For a Year Sweepstakes," Attn: Talynn Portillo, 2 S. Mickey Mantle Dr., Oklahoma City, OK 73104.

<u>SPONSOR:</u> The ZIPS Car Wash Free Car Wash For a Year Sweepstakes is a promotion of the Oklahoma City Baseball Club's partner, ZIPS Car Wash.