

**Downtown Phoenix Inc.'s
Arizona Diamondbacks Hall of Fame Giveaway**

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Downtown Phoenix Inc., 1 East Washington Street, Suite 230, Phoenix, Arizona 85004, ("Sponsor") and AZPB Limited Partnership, dba Arizona Diamondbacks, AZPB REM Limited Partnership, AZPB FM Limited Partnership, Maricopa County Stadium District ("Co-Sponsors") are proud to present the **Arizona Diamondbacks Hall of Fame Giveaway** (the "Contest"). As a condition of participating in the Contest, you agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Contest, these Official Rules, Contest materials, information contained on Sponsor's website, available at dtphx.org (the "Website") and Instagram. The Contest is subject to applicable federal, state, and local laws and regulations and is VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Winning and receiving a Prize (as defined in Section 10) is contingent upon fulfilling all requirements set forth herein.

- 1. CONTEST PERIOD:** The Contest will begin on Friday, July 19, at 12:00 PM Mountain Standard Time ("MST") and end on Tuesday, July 23, 2024 at 5:00 p.m. MST (the "Contest Period"). Sponsor's computer system shall be the official timekeeper of this Contest.
- 2. SOCIAL NETWORKING SITES DISCLAIMER:** As a condition of participating in the Contest, you agree and acknowledge that Meta Platforms, Inc. and any other social networking sites used to promote the Contest as well as their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated entities (collectively, the "Social Media Group") are not sponsors of the Contest nor do they endorse or administer the Contest, nor are they in any way associated with the Contest. All questions regarding the Contest must be directed to Sponsor, not the Social Media Group. You also agree that as a condition of participating in the Contest, you shall release the Social Media Group from any and all liability arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Contest, acceptance, use, or misuse of any Prize, or the broadcast, exploitation, or use of an entry.
- 3. ELIGIBILITY:** The Contest is open to legal residents of Maricopa County, Arizona who at the time of participation, are eighteen (18) years of age or older, have a

valid email address, and at all times abide by these Official Rules (the "Participant").

All directors, officers, and employees of Sponsor, and each of its affiliates and partners (Phoenix Community Alliance and Downtown Phoenix Community Development Corporation), and each of their Immediate Family Members (as defined below) and Household Members (as defined below) are not eligible to participate in or win any Prize in the Contest. "Immediate Family Members" shall mean spouse, parents, step-parents, legal guardians, children, step-children, siblings or step-siblings and each of their spouses regardless of where they reside. "Household Members" shall mean those people who share the same residence at least three (3) months a year.

4. HOW TO ENTER: NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

To enter the contest, the Participant must follow the contest rules as stated in the Instagram post by the specified deadline.

Only one submission per entrant is valid. Submissions received outside the Contest Period will not be awarded an entry. The Sponsor is not responsible for: late, incomplete, delayed, undelivered, or misdirected submissions. For purposes of this Contest, an entry is "received" when the Sponsor's servers record the entry information. Proof of submission or upload does not constitute proof of actual receipt of an entry for purposes of this Contest.

All materials submitted, become the property of Sponsor and will not be returned. In the event of a dispute over the identity of a Participant, the Participant will be deemed to be the registered account holder of the email address used to submit the entry. The "authorized account holder" is the natural person assigned the email address by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to require Participants to show proof of being the authorized account holder. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Illegible entries, including, without limitation, those entries generated by a script, computer programs, macro, programmed, robotic or other automated means, and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including contest requirements) are void and may be disqualified. Those who do not follow all of the instructions, provide the required information in their submission, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Sponsor shall not be liable for any problems that occur during the entry process and shall not have any obligation to advise an entrant of an incomplete, invalid or undeliverable submission. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions

simultaneously. Participant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

5. **GRANT OF RIGHTS:** All Participants of the Contest, hereby irrevocably grant any and all rights for Sponsor to use their name, Instagram username, and Photo, and Story (collectively "Name") and user-generated content for any and all purposes in any and all media channels without limitation, worldwide and without additional compensation, notice or approval from Participant.
6. **SUBMISSION REQUIREMENTS:** All contest submissions must comply with requirements set forth herein in order to be deemed a valid submission. Any contest submission that is missing any of the requirements will be disqualified from the contest.
 - a. Like this post and tag a friend.
 - b. Identify the business where the baseball is hidden based on the provided clues. **Only one winner per baseball*
 - c. Go to that business and notify an employee that you are retrieving the baseball for the scavenger hunt.
 - d. Take a photo with the baseball and tag @downtownphoenix, @dbacks and the business on Instagram (if applicable).
 - e. Wait for us (@downtownphoenix) to contact you and let you know that you're a winner!

All submissions must comply with requirements set forth herein in order to be deemed a valid submission. Sponsor reserves the right to review the submissions for compliance with the aforementioned requirements to determine whether the entrant is eligible to be awarded an entry in the contest. Such review does not relieve entrants from their responsibility to fully comply with these Official Rules. Submissions that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate material as determined by the Sponsor, at its sole discretion, may be disqualified and deemed ineligible to be awarded an entry in the contest. Sponsor reserves the right, at its sole discretion, to refuse or remove any submission for any reason at any time. If a submission is refused, removed or otherwise disqualified, the Sponsor shall not be obligated to notify entrant or to provide an explanation for the refusal, removal or disqualification. All decisions of the Sponsor are final.

7. **CONTENT SUBMISSION JUDGING AND ODDS OF WINNING:** Judging will begin; therefore, no extensions will be provided. Judging will consist of two employees at Downtown Phoenix Inc.
 - a. **SCORING CRITERIA:** The entries will be scored using the following criteria:
 - i. If the giveaway post was "Liked" by the entrant and at least one person was tagged.
 - ii. If the entrant identified the correct business based on the provided clue.

- iii. If the entrant notified the employee and at the business and retrieved the autographed baseball.
- iv. If the entrant took a photo with the autographed baseball and tagged @downtownphoenix, @dbacks and the business on Instagram (if applicable).

Application of the scoring criteria to the submissions shall be at the Panel's reasonable discretion. The Panel's decision is final and binding in all matters relating to each submission.

- b. *ODDS OF WINNING*: The odds of winning depends on if the entrants can identify the correct businesses based on the provided clues (first) and fulfill taking a photo with the autographed ball and tagging @downtownphoenix, @dbacks, and the business on Instagram (if applicable).

- 8. WINNER NOTIFICATION:** All contest winners will be notified via Instagram Direct Message no later than the same day they post the photo(s) to Instagram. The potential winner must reply and acknowledge that they will accept their prize, from Sponsor within 24 hours of the notification date and they will have to digitally and verbally claim the tickets to the Hall of Fame Game by 5 p.m. on Wednesday, July 24.

In the event: (i) a potential winner declines or cannot accept, receive or use the Prize for any reason; (ii) of noncompliance with the above or within any of the aforesaid time periods; (iii) a potential winner is found to be ineligible to enter the Contest or receive the Prize; (iv) a potential winner cannot or does not comply with these Official Rules; or (v) a potential winner fails to provide required information, such potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, even if the disqualified potential winner's name has been publicly announced. If the Sponsor decides to select an alternate potential Prize winner, the alternate potential winner will be determined in sequential order based on the next Participant with the highest score pursuant to the scoring criteria. Sponsor retains the right to repeat this process until an alternate potential winner complies with the verification of eligibility requirements. Sponsor also reserves the right to modify the notification and eligibility procedures in connection with the selection of an alternate winner, if any.

A POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE CONTEST, ANY CHANGES TO THESE OFFICIAL RULES, AND THE SELECTION OF A POTENTIAL WINNER IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

- 9. PRIZE:** Ten (10) potential winner(s) will receive each of the following items (collectively the "Prize"):
- **Autographed baseball by Randy Johnson and Luis Gonzalez**
 - **Two lower-level tickets to the July 27, 2024 Hall of Fame Game**

- **Watch the Hall of Fame ceremony from the field on July 27, 2024**

PRIZE DELIVERY AND RESTRICTIONS: Each Participant is limited to one (1) winning submission. The Prize will be sent over digitally to the winners from a representative from the Arizona Diamondbacks. The Prize will be awarded only if the potential winner fully complies with these Official Rules. Sponsor shall have no responsibility or obligation to the Prize winner or a potential winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. Sponsor will not replace any lost or stolen prizes. The Prize is non-assignable and nontransferable. No cash equivalent of the Prize will be awarded and the Prize is not exchangeable or otherwise transferable. Sponsor reserves the right to substitute any prize element in whole or in part with other prizes of comparable or greater value if the intended prize is not available for any reason, as determined by Sponsor, at Sponsor's sole discretion. The Prize cannot be used in conjunction with any other Promotion or Offer.

By participating in this Contest or accepting a Prize, Participants further acknowledge and agree to the following Prize restrictions:

- a. All aspects of the Prize are subject to availability.
- b. All expenses and incidental costs not expressly stated in these Official Rules, including but not limited to, surcharges, tax, gratuity or any other expenses not mentioned within such Prize description, are the sole responsibility of the Prize winner;
- c. Prize winner and his or her companion, as applicable, must follow all instructions of Sponsor relative to the Prize and any element thereof; and

ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER. ALL OTHER COSTS AND EXPENSES RELATED TO ANY PRIZE NOT SPECIFIED HEREIN AND OTHER EXPENSES INCURRED BY ACCEPTING A PRIZE ARE ALSO THE SOLE RESPONSIBILITY OF THE WINNER. ANY REQUIRED TAX REPORTING FORMS WILL BE FURNISHED TO THE APPROPRIATE AUTHORITIES. WINNERS MAY BE REQUIRED TO PROVIDE THEIR SOCIAL SECURITY NUMBER OR TAX ID FOR TAX REPORTING PURPOSES IF SPONSOR IS REQUIRED TO FILE AN IRS FORM 1099 WITH THE INTERNAL REVENUE SERVICE FOR THE FAIR MARKET VALUE OF A PRIZE AWARDED AND ACCEPTED.

THE PRIZE IS AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. GENERAL CONDITIONS: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

11. NON-LIABILITY: No transfer, assignment, cash redemption or substitution of prize is permitted. By accepting the Prize, potential winners agree that the Released Parties will have no liability and will be held harmless by potential winners for any liability, loss, injury or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Prize or participation in this Contest, even if caused or contributed to by the negligence of Downtown Phoenix Inc. Participants agree that the decisions of the Sponsor related to this Contest are final.

12. NON-CONFIDENTIALITY/PUBLICITY: All Participants understand and agree that their Name may be publicly displayed, and that it will not be treated in confidence. By entering this Contest, you provide the Sponsor with unlimited, worldwide right to use and share, without any compensation to you, your Name on its website, dtpnx.org; in all of its social media channels, such as Facebook, Twitter and Instagram.

13. DISPUTES: By participating, you agree that any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action. You agree that should you have any such disputes, claims, or causes of action, you shall first allow Sponsor an opportunity to address your concerns.

14. EXTENDED MEANINGS; CURRENCY; FORCE MAJEURE: Unless otherwise specified in these Official Rules, words importing the singular include the plural and vice versa and words importing gender include all genders. All dollar amounts referred to in these Official Rules are in lawful money of the United States of America. The Released Parties are not responsible for any damages caused by delay or failure to perform undertakings pursuant to these Official Rules when the delay or failure is due to weather, event cancellations, fires, strikes, floods, pandemics, acts of God or the state's enemies, lawful acts of public authorities,

delays or defaults caused by common carriers, or other events that cannot reasonably be foreseen or provided against.

- 15. PRIVACY:** By entering the Contest, you agree to Sponsor's use of your personal information as described in Sponsor's Privacy Policy, available at <https://dtphx.org/privacy-policy/>. If you wish to access or correct your personal information held by Sponsor or have other questions regarding Sponsor's Privacy Policy, please contact us via email at info@dtphx.org with the subject line: **"Arizona Diamondbacks Hall of Fame Giveaway Contest Privacy."**

BY ENTERING THE CONTEST, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND CONSENT TO SPONSOR'S PRIVACY POLICY.

- 16. SPONSOR:** The Contest is sponsored by Downtown Phoenix Inc., with a principal address of 1 East Washington Street, Suite 230, Phoenix, Arizona 85004. This Contest is in no way sponsored, endorsed, administered by, or associated with Meta Platforms, Inc. Any and all questions, comments or complaints regarding the Contest must be directed only to Sponsor by email to news@dtphx.org with the subject line: **"Arizona Diamondbacks Hall of Fame Giveaway Contest Privacy"** and not to Meta Platforms Inc.