

**WILSON ULTIMATE PRIZE SWEEPSTAKES**  
**Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY IN THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

**Official Rules for Participating in the WILSON ULTIMATE PRIZE SWEEPSTAKES ("Terms")**

**1. General Terms**

By participating in the Wilson Ultimate Prize Sweepstakes (the "Promotion"), you accept these Terms. Please read these Terms carefully before participating. If you do not agree to the Terms, you may not participate in the Promotion.

These Terms govern the relationship between you ("you" or the "Participant") and Wilson Sporting Goods Co., 130 East Randolph Street, Suite 600, Chicago, Illinois 60601 USA; email: [consumerservice-us-en@wilson.com](mailto:consumerservice-us-en@wilson.com) ("Organizer") in relation to the Promotion. Questions and feedback about the Promotion may be brought to the attention of Organizer through the aforementioned contact details. The Promotion begins on June 14, 2021 at 12:00:00 am Central Time, United States ("CT") and ends on June 28, 2021 at 11:59:59 pm CT (inclusive) ("Promotion Period"). Only entries received within the Promotion Period will be taken into account.

The Promotion promotes Wilson Sporting Goods Co.

**2. Right to Participate**

The Promotion is open to individuals who are legal residents of the fifty (50) United States and the District of Columbia (the "Territory") who (i) reside and are physically located in the Territory and (ii) have reached the age of majority in the place of their residency at the time of entry. The Organizer may require a winner to certify their eligibility to participate in the Promotion.

Employees, officers, directors, representatives and agents of the Organizer or those of any of its affiliates, as well as the immediate family (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such employees, officers, directors, representatives and agents and anyone otherwise connected with the operation or fulfillment of the Promotion, are not eligible to participate in the Promotion. Any illegible entries will be held void. The Promotion is void outside of the Territory, in Puerto Rico, all US foreign military installations, territories and possessions and where prohibited.

**3. Instructions for Participation**

During the Promotion Period, visit <https://www.wilson.com/en-us/forms/baseball/2021-omaha-sweepstakes> to complete an entry form which may include submitting your name, home mailing address, email address, date of birth, and/or other required information. By entering the Promotion, you agree to comply with and be bound by these Terms. Once you have completed the entry form, you will receive one entry to the Promotion.

Failure to comply with the Official Rules may result in disqualification from the Promotion. Please see the privacy policy located at Wilson.com ([www.wilson.com/en-us/legal](http://www.wilson.com/en-us/legal)) for details of Organizer's policy regarding the use of personal information collected in connection with this Promotion.

**Limit:** Up to one (1) entry per person during the Promotion Period. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that Participant's entries and that participant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that participant. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the entry will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being authorized account holders.

If you are selected as a prize winner, you grant the Organizer, and those acting under its authority, permission to use and distribute your name, voice, likeness, biographical information, photographs, video recordings, statements, and other such materials of you for advertising and publicity purposes worldwide in any and all media now known or hereinafter invented for a period of five (5) years from selection of the winner without any further remuneration or separate agreements to the extent permitted by mandatory law. In doing so, the Organizer will acknowledge you and/or your contribution to the extent required under applicable mandatory law.

Participation in the Promotion is not subject to a charge.

You may receive direct electronic marketing, such as promotional messages by the Organizer, by checking the box indicated on the entry form. You can always opt-out from receiving direct electronic marketing by following the instructions in the messages or by contacting [consumerservice-us-en@wilson.com](mailto:consumerservice-us-en@wilson.com).

Any illegible entries or entries suspected to be fraudulent may be rejected. If you enter or attempt to enter the Promotion in violation of these Terms or in a manner that is otherwise unfair to other participants, you may be rejected from the Promotion at the Organizer's sole discretion.

No responsibility is accepted for late, lost, delayed, damaged, corrupted, illegible or incomplete entry forms, which shall be disqualified at the discretion of the Organizer, or for transmission or computer error affecting the logging of entry forms. Proof of posting will not be accepted as proof of delivery.

#### **4. Selection of Winner**

At the end of the Promotion Period, one (1) potential Prize Winner will be randomly selected from a drawing of all eligible entries received during the Promotion Period in compliance with these Terms. IF NO ELIGIBLE ENTRIES ARE SUBMITTED IN COMPLIANCE WITH THESE TERMS DURING THE PROMOTION PERIOD, THEN NO PRIZES WILL BE AWARDED. Each Participant is only eligible to win one (1) Prize during the Promotion Period. Odds of winning depend on the number of eligible entries received in accordance with these Terms during the Promotion Period.

The potential Prize Winner will be notified by email on or about June 30, 2021. Prize will be shipped out to the verified winner's address within 6-8 weeks of the end of the Promotion.

The name of the winner may also be published on the Promotion website and on Organizer's social media channels to the extent the winner has not prohibited the publication of their name. By entering this Promotion, you agree to such publication of your name if you are a winner. You are allowed to withdraw your consent at any time. If a winner cannot be reached within seven (7) business days as of the date on which the Organizer first attempted to reach the winner, or if the Organizer has reasonable grounds for believing that a Participant has contravened any of these Terms, the initial winner will be considered to have forfeited their right to the prize and the Organizer is entitled to either select another winner or forego awarding the Prize. The Organizer's decision(s) are final and no correspondence shall be entered into.

## **5. Prizes**

**One (1) Prize**, which shall consist of the following products: one (1) Louisville Slugger Omaha LTD Meta BBCOR bat, one (1) A2000, one (1) EvoShield batter's protective item (e.g., elbow guard, wrist guard), and one (1) EvoShield backpack. Approximate retail value ("ARV") of the Prize: \$680 USD.

Features of the Prize, including but not limited to the color, gender, sizes, specifications, may be determined by Organizer at its sole discretion.

The Prize is personal, non-exchangeable, non-transferable and non-refundable. No cash alternative is available, except if the prize (or any part thereof) becomes unavailable due to circumstances beyond the Organizer's control, in which case Organizer may offer an alternative prize of equal or greater monetary value. To the extent not prohibited under applicable mandatory law, you will be solely responsible for all applicable taxes relating to your receipt and/or use of the prize, if applicable. The Organizer will give notifications to tax authorities and pay any taxes that it is obliged to pay in accordance with applicable mandatory law.

Except where prohibited by law, a potential winner may be required to return an Affidavit of Eligibility and Publicity & Liability Release and any other reasonably required documents within seven (7) days following attempted notification or prize may be forfeited.

Unless otherwise provided under applicable mandatory law or expressly stated in writing in connection with the distribution of the prize, the prize is awarded on an "as is" basis and the Organizer, nor any of its affiliates, makes any representations or warranties of any nature with respect to the prize.

## **6. General Conditions**

Except where prohibited by law, Organizer is not responsible for any typographical errors in these Terms or the advertising and promotion of the Promotion; any kind of electronic, hardware, software or technical problems caused by Organizer, the user or by any of the equipment or programming associated with or utilized in the entry process; any human error which may occur in the processing of the entries or the selection of the entries, or which may limit any Participant's ability to participate in this process.

If the Promotion becomes compromised, hampered, interrupted, not capable of running as planned, or rendered impossible of performance in any way, Organizer reserves the right, in its sole discretion, to cancel, suspend or withdraw the Promotion, or to amend these Terms without notice, and, if possible, select Prize Winner from all eligible entries received prior to or after the cancellation, suspension, reschedule or withdrawal.

Each Participant will not knowingly damage or cause interruption to the Promotion and/or prevent others from participating in the process. **CAUTION: ANY ATTEMPT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION HEREUNDER VIOLATES CRIMINAL OR CIVIL**

LAWS. IF SUCH AN ATTEMPT IS MADE, ORGANIZER MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND ORGANIZER MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering the Promotion, Participants agree to be bound by these Terms and the decisions of Organizer.

## **7. Liability**

Subject to previous section, the following shall apply. To the extent permitted by applicable mandatory law, by participating in the Promotion, you agree to release the Organizer and its parents, affiliates, subsidiaries, and related companies, divisions, advertising and promotion agencies and the respective employees, directors, and officers of the foregoing “collectively, the “Releasees”) from any and all liability arising in any manner out of the Promotion including, without limitation, the selection of the winner, the administration of the Promotion, and the acceptance or the use of the prize or any component thereof as well as to indemnify and hold the Releasees harmless from and against any claims, damages, liabilities, losses, costs or expenses arising from, or attributable to, any of your acts or omissions relating to the Promotion. Except in the event of gross negligence or willful misconduct, the Releasees' liability will in any case be limited to the value of the prize to the extent permitted by applicable mandatory law.

## **8. Dispute Resolution**

This Promotion is offered only in the fifty (50) United States and the District of Columbia.

All claims must be resolved in the federal or state courts of Cook County, Illinois, United States. Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, other than those concerning the administration of the Promotion or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Illinois State Court located in Chicago, Illinois; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (iv) under no circumstances will Participant be permitted to obtain awards for, and Participant 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** Laws in the Participant's place of residence may give Participant the right to file claims before the courts in such location and may provide that some laws of that location are also applicable to this Promotion. However, if any provision of these Terms or the application of any such provision to any person or circumstance shall be declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of these Terms, it being the intent and agreement of the parties that these Terms shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal and enforceable so as to materially give effect to Organizer's intent.

## **9. Winner's List**

The names of confirmed Prize winner (if any) will be posted online at <https://www.wilson.com/en-us/forms/baseball/2021-omaha-sweepstakes>. The name of the Prize winner (if any) may also be obtained after close of the Promotion and no later than December 28, 2021 by sending a self-addressed stamped

envelope to: "Wilson Ultimate Prize Sweepstakes" ATTN: Baseball Department, 130 E. Randolph Street, Suite 600, Chicago, IL 60601 USA.