

**Attain Sports and Entertainment
“Name the Team” Promotion**

OFFICIAL RULES AND PARTICIPATION AGREEMENT

Please read the following carefully. These terms (the “**Agreement**”) govern your participation in the Promotion (defined herein) sponsored by Attain Sports and Entertainment (“**Sponsor**”), with its principal address at www.frederickatlanticleague.com. By participating the Promotion, you agree to these terms. If you do not agree to the terms, you must not participate in the Promotion. You shall be referred to as “**you**” or “**Participant**” in this Agreement.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE PROMOTION IS ONLY INTENDED FOR PARTICIPANTS IN THE UNITED STATES. DO NOT PARTICIPATE IF RESIDING OUTSIDE THE UNITED STATES AT THE TIME OF ENTRY. VOID IN PUERTO RICO, US TERRITORIES AND WHERE OTHERWISE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY AS SET FORTH IN THE “GOVERNING LAW AND DISPUTES” SECTION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

PROMOTION

The object of the “Name the Team” Promotion (“**Promotion**”) is to submit an original team name for the new Atlantic League Professional Baseball Club (ALPB) team in Frederick, Maryland (“**Team Name**”). Attain Sports and Entertainment ownership and management (“**Judges**”) will evaluate the Eligible Entries (defined below) and select the most compelling Eligible Entries in accordance with these Official Rules and based upon criteria set forth in the Judging section below to participate in a fan vote and the Judges will then consider the fan vote results in conjunction with the Judges’ scores to determine the Grand Prize Winner (defined below). Non-Eligible Entries may be included in the fan vote but are not eligible to win a prize. Team Names submitted by Participants who are not Entry Only Participants (“**Eligible Participants**”) shall be referred to herein as “**Eligible Entries**” and Team Names submitted by Entry Only Participants shall be referred to herein as “**Non-Eligible Entries**”). Two prizes will be awarded in connection with this Promotion. An Initial Submission Prize (defined below) will be awarded to one Eligible Participant upon a random drawing from all Eligible Entries submitted during the Promotion Period. **The odds for winning depend upon the total number of Eligible Entries submitted.** A Grand Prize (defined below) will be awarded to one Eligible Participant upon the objective judging criteria set forth in the Judging section. No Participant will be permitted to win both the Initial Submission Prize and the Grand Prize. The Initial Submission Prize Winner’s Eligible Entry will be removed from consideration for the Grand Prize after said Winner’s random selection in the random drawing component of the Promotion.

ELIGIBILITY REQUIREMENTS

The Promotion is only open to legal residents of the United States, including the District of Columbia and excluding Puerto Rico and US Territories, who are eighteen (18) years of age or older (except in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority), and have a valid e-mail address and internet access as of the time of entry (“**Participant**”).

Employees, officers and directors (and their immediate family members which includes spouse, parent, child, sibling and their respective spouses (regardless of where they reside) and any other person residing

in their households, whether or not related) of Attain Sports and Entertainment (“**Sponsor**”), the other ALPB Entities (defined below), and each of their respective parents, affiliated companies, subsidiaries, licensees, vendors, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Promotion are eligible to submit a Team Name but are not eligible to be selected as the Grand Prize Winner (“**Entry Only Participants**”). Participants who comply with all of the Official Rules are eligible to receive the Grand Prize, but Entry Only Participants are not eligible to be selected as the Grand Prize Winner. The “**ALPB Entities**” shall mean Atlantic League Professional Baseball (“**ALPB**”) and each ALPB club.

PROMOTION PERIOD

The Promotion begins on January 9, 2023 and ends on January 27, 2023, at 11:59pm ET (the “**Promotion Period**”).

HOW TO ENTER

1. Online Method: During the Promotion Period, Participants may go to www.frederickatlnticleague.com and click on the banners, buttons and/or links to access the online entry form for the Promotion. Eligible Participants who submit all non-optional data requested on the online entry form, including their complete name, date of birth, address, city, state, zip code, telephone number, e-mail address, and suggestion for Team Name to Sponsor via the online entry form will be automatically entered in the Promotion. Entries that do not contain all of the non-optional data are void and will be rejected without any notice to Participant. Participants will be given the option to receive commercial e-mails from Sponsor, but eligibility to participate in the Promotion is not dependent upon Participant’s consent to receive such e-mails.

2. Mail-in Method: Participants may enter the Promotion by printing name, address, city, state, zip code, telephone number, e-mail address and suggestion for Team Name on a standard size postcard and mail to: Attain Sports and Entertainment, Name the Team Promotion, 21 Stadium Drive, Frederick, Maryland 21703. Sponsor will only use e-mail addresses provided via the mail-in entry method for prize notification purposes. Entries that do not contain all of the data listed are void and will be rejected without any notice to Participant. Mail-in entries must be postmarked by January 27, 2023 and received by Sponsor by February 3, 2023. Mail-in entries received by Sponsor after February 3, 2023, will be rejected, regardless of the postmark date on the mail-in entry. Mail-in entries become the property of the Sponsor and will not be returned.

3. Alternative Method of Entry: Participants may enter the Promotion by printing name, address, city, state, zip code, telephone number, and e-mail address on a standard size postcard and mail to: Attain Sports and Entertainment, Name the Team Promotion, 21 Stadium Drive, Frederick, Maryland 21703. Sponsor will only use e-mail addresses provided via the mail-in entry method for prize notification purposes. Entries that do not contain all of the data listed are void and will be rejected without any notice to Participant. Mail-in entries must be postmarked by January 27, 2023 and received by Sponsor by February 3, 2023. Mail-in entries received by Sponsor after February 3, 2023, will be rejected, regardless of the postmark date on the mail-in entry. Mail-in entries become the property of the Sponsor and will not be returned.

All entries must include a valid e-mail address for the Participant. Participants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Multiple entries are allowed; provided, however, for entry methods one and two (above) only one (1) Team Name per entry is allowed. In addition, in the event that that a Team Name, including any iterations and derivatives, are submitted more than once, only the first Eligible Entry containing that Team Name will be entered in the

Promotion for purposes of the Grand Prize. In the event a Team Name that was entered more than once is selected as the Grand Prize Winner, only the Participant that submitted their Eligible Entry containing said Team Name first based upon the Sponsor's clock in its sole and absolute discretion will be eligible for the Grand Prize. Participants with later entered Eligible Entries containing the same Team Name will not be permitted to share in the Grand Prize or otherwise eligible for any other alternative Grand Prize. Notwithstanding the foregoing, all Eligible Entries will be submitted in the Promotion for purposes of the Initial Submission Prize. Incomplete and/or inaccurate entries are void. Online Participants who do not click their agreement to these Official Rules will not have their entries reviewed. Entries that do not comply with this Agreement will be void, eliminated and not eligible for consideration.

JUDGING

The Judges will evaluate each Eligible Entry submitted based on the following criteria: (1) originality, (2) creativity, (3) uniqueness, (4) regional relevance, (5) appropriateness for audience and (6) fan appeal and engagement (subject to the conditions below). On or about February 6, 2023, the Judges will determine the top Eligible Entries based on the foregoing judging criteria to participate in a fan vote.

During the period beginning on or about February 6, 2023 at 12:00p ET and ending on February 17, 2023 at 11:59p ET (the "**Voting Period**"), fans will have the opportunity to vote for their favorite of the top five (5) Eligible Entries at www.frederickatnticlegue.com/nametheteam. Limit one (1) vote per email address per day during the Voting Period. Additional votes beyond the specified limit will be void. Votes or email addresses generated by script, macro or other automated means or with the intent to affect the integrity of the voting process will be void.

At the end of the Voting Period the Judges will consider the fan vote results in conjunction with the Judging Criteria scores to determine the potential Grand Prize winner, and subject to verification of eligibility and compliance with the terms of these Official Rules, the potential Grand Prize winner will be declared the official Grand Prize winner of the Promotion (the "**Grand Prize Winner**"). Fan voting alone will not be the determining factor for the Grand Prize Winner. Sponsor does not guarantee the winning Team Name will be used and is under no obligation to use the winning Team Name; Sponsor reserves the right to use any of the submitted Team Names or none at all.

INTELLECTUAL PROPERTY

Intellectual property is handled differently for Promotion winners and for other Participants. By making a Team Name submission, you do not give up ownership of your submission, but you do grant to Sponsor the licenses set forth herein. However, if you are chosen as a winner, as a condition of being awarded any prize, you must enter into an enforceable agreement with Sponsor assigning ownership of the Participants Rights (defined herein) to Sponsor. Participants should not submit any material that they do not want Sponsor to use for its own benefit, including by selling or otherwise making money from the material.

By entering the Promotion, each Participant grants the Sponsor and the other ALPB Entities, under all of Participant rights to the material submitted in connection with the Promotion (including all Intellectual Property Rights related thereto, defined herein) (collectively "**Participants Rights**"), a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, perform, display, modify, sell, sublicense, transfer, sell and otherwise exploit the Participants Rights, with rights to sublicense through multiple levels of sublicensees.

As used herein, "**Intellectual Property Rights**" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, domain names, as well as

any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide. To the extent Participant retains any moral rights under applicable law, Participant ratifies and consents to any action that may be taken with respect to such moral rights by, or authorized by, Sponsor, and hereby waives and agrees not to assert any moral rights with respect to such actions.

PUBLICITY GRANT

Except where prohibited, participation in the Promotion constitutes Participant's consent to Sponsor's and Sponsor's designees' publication, broadcast, display, sharing and use of Participant's name, likeness, voice, image, persona, biographical information, Submission and audio and visual content shared by Participant for any purposes in any media, worldwide, without further payment or consideration, and without notice or permission.

REPRESENTATIONS AND WARRANTIES

Each Participant hereby represents and warrants that any submissions and other materials and information provided by Participant are original with Participant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and do not violate any rules, regulations, or laws.

Participant hereby represents and warrants it has sufficient right, title, and interest (as owner, licensee, or otherwise) to grant on an unencumbered basis the rights granted to Sponsor under this Agreement.

Participant understands and acknowledges that in the event a submission is selected as a winning Team Name, and Participant's ownership, rights and the originality of the submission cannot be verified to the satisfaction of Sponsor or is in any other way ineligible, Sponsor may select an alternate winner based on the same judging criteria. Participant acknowledges that other Participants may make submissions that are similar to yours and that they, or Sponsor, may already be considering or developing, or may subsequently consider or develop independent of the Promotion, content or ideas that are related or similar to yours.

You acknowledge that this does not create in Sponsor or others any obligation or liability to you.

PRIZE AND PRIZE WINNERS

The Initial Submission Prize to be awarded in this Promotion includes the following: Two (2) 2023 Full Season Ticket packages (seating location shall be determined by Sponsor at its sole discretion) (the "**Initial Submission Prize**"). Approximate Retail Value of Promotion Prize: \$1,000.

The Grand Prize to be awarded in this Promotion includes the following: Two (2) 2023 Full Season Ticket packages (seating location shall be determined by Sponsor at its sole discretion), one (1) official personalized Sponsor home jersey, and the opportunity for Grand Prize Winner to throw out a ceremonial first pitch at one (1) of Sponsor's home games on a date determined by Sponsor at its sole discretion (the "**Grand Prize**"). Approximate Retail Value of Grand Prize: \$1,500.

The prize winners are fully responsible for any and all applicable federal, state, international and local taxes resulting from their Prize, including but not limited to, income and withholding taxes.

TRANSPORTATION AND LODGING IS NOT INCLUDED. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time the prize is claimed will be followed, and individuals may be issued an Internal Revenue Service Form W-2G, Form 1099 or similar federal and/or state tax filing document by Sponsor (if required), which the winner will be required to sign at a time and in a manner determined by Sponsor in its sole discretion. All costs and expenses not

specified herein, related to the prize(s), including but not limited to lodging, transportation costs, meals, taxes and gratuities and other expenses incurred by accepting and using the prize are the sole responsibility of the winner.

Atlantic League Professional Baseball game, event and exhibition dates and times are determined in the sole discretion of the applicable ALPB Entities and may be subject to change. The terms and conditions of the tickets awarded as prizes will govern in the event a legal game or exhibition, as defined by Atlantic League Professional Baseball, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Winner and his/her guest agree to comply with all applicable stadium regulations in connection with the prize. Sponsor and the applicable ALPB Entities reserve the right to remove or to deny entry to Winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Prize is non-transferable, with no cash redemptions or substitutions except at Sponsor's sole discretion. Sponsor, the other ALPB Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Atlantic League Professional Baseball game, event or exhibition. Atlantic League Professional Baseball game, event and exhibition tickets awarded as prizes may not be resold or 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 or exhibition ticket(s). Sponsor reserves the right to substitute the Prize (or portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. All Prize details, including, without limitation, the exact nature and duration of the ceremonial first pitch opportunity, are at the sole discretion of the Sponsor.

ADDITIONAL TERMS AND CONDITIONS

Sponsor will be responsible for resolving any disputes and rules violations that arise in connection with the Promotion. All decisions by Sponsor regarding the Promotion shall be final and binding in all respects.

By participating in the Promotion, each Participant accepts and agrees to be bound by these Official Rules, including all eligibility requirements and any decision made by Sponsor in its sole discretion.

Email Address Requirement

All Participants must provide a valid e-mail address at the time of entry. If there is a dispute as to the identity or eligibility of an Eligible Participant based on a disputed e-mail address, the winning Eligible Entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of the entry. The "**Authorized Account Holder**" is the person to whom the applicable internet service provider or other organization (such as business or educational institution) has assigned the e-mail addresses for the domain associated with the submitted e-mail address.

Content Restrictions

Participants must not include any of the following content (the "**Content Restrictions**") in any Team Name: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) lotteries or gambling; (iii) explicit language or content, images of violence, discrimination, or promotion of illegal activities; (iv) content in violation of intellectual property rights or laws; (v) libelous, defamatory, disparaging, tortuous or slanderous materials; (vi) content that denigrates, disparages or reflects negatively on the ALPB Entities, or any of their respective owners and employees, or the game of baseball; (vii) tobacco, alcohol or drugs; (viii) dangerous stunts; (ix) real weapons of any kind including,

but not limited to, guns, knives or projectiles; (x) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation; (xi) individuals under legal age of majority without providing a signed release from parent or legal guardian; (xii) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (xiii) material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Team Name is created. Any Team Name that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

Notification of Prize Winners

The potential Prize winners will be notified by e-mail by Sponsor with instructions regarding acknowledgment of and claiming the Prize. If the potential Prize winner does not respond to any such notification by providing the requested information within three (3) business days after receipt of the e-mail, the potential Prize winner will be disqualified and no longer eligible to receive the Prize. If a disqualification results, an alternate potential Prize winner may be chosen based on the judging criteria and fan vote results as set forth above from among the remaining Eligible Entries; the alternate potential Prize winner must comply with the same requirements as the original disqualified potential Prize winner to be eligible to receive the Prize.

Requirements of Claiming Prize

As a condition of being awarded the Prize, the Prize Winner will be required to sign and deliver to Sponsor an Affidavit of Eligibility, a Release of Liability/Publicity and an Irrevocable, Royalty-Free Assignment of the Participant's Rights in favor of Sponsor (the "**Winner Release Documents**"), which must be completed, notarized and returned to the Sponsor within ten (10) business days of receipt. The Winner Release Documents will be provided to all Prize Winners by e-mail. If the Winner Release Documents are not properly executed and notarized and returned to Sponsor within ten (10) business days of receipt, each such Winner who fails to submit such documents will be disqualified. If a disqualification occurs, an alternate potential Prize winner will be selected as outlined above.

Governing Law and Disputes

All federal, state and local laws and regulations apply. This Promotion and these Official Rules will be governed by the laws of the State of Maryland. Any court of competent jurisdiction sitting in Frederick, Maryland, will have exclusive jurisdiction and venue for any dispute arising out of or relating to this Promotion or these Official Rules. Participants expressly agree that (1) all disputes will be determined by a court of competent jurisdiction in Frederick, Maryland, and (2) that court will have personal jurisdiction over all parties to any dispute. Participants agree that any such dispute shall be conducted on an individual basis and therefore waive and relinquish any right they have to sue Sponsor as a class, consolidated or representative action. Participants each hereby waive the right to participate in any class action, whether in court or any alternative dispute resolution proceeding, including mediation or arbitration.

The remedy for any claim shall be limited to actual damages, and under no circumstances will any Participant be entitled to, and therefore expressly waive, relinquish and agree to have no claim to any punitive, exemplary, multiple, incidental or consequential damages of any type or nature including, but not limited to, attorneys' fees and costs (including without limitation court and expert costs). Each Participant's damages are expressly limited to any actual out-of-pocket expenses incurred in submitting any Team Name.

Release and Disclaimer

The Sponsor, the other ALPB Entities and each of their respective parent companies, trustees, subsidiaries, franchisees, assignees, affiliates, licensees, agents, independent contractors and advertising and promotional agencies, and each of their respective general and limited partners, members, shareholders, officers, directors, agents, employees, representatives and contractors (collectively, the “**Released Parties**”) shall not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected online or mailed entries, for incorrect, inaccurate or incomplete entry information whether caused by an Eligible Participant or Entry Only Participant, equipment, or technical malfunction or for any human error, technical error or malfunctions.

The Released Parties shall not be responsible for typographical or other human or technical errors in the offer or administration of this Promotion, including but not limited to, errors in advertising, the Official Rules, the selection and announcement of the Grand Prize Winner or the distribution of the Grand Prize. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.

THE RELEASED PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO THE USE OR ENJOYMENT OF THE ANY PRIZE, INCLUDING WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY ENTERING THE PROMOTION, ALL PRIZE WINNERS AGREE TO HOLD HARMLESS AND FULLY RELEASE SPONSOR, THE OTHER ALPB ENTITIES AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, TRUSTEES, SUBSIDIARIES, FRANCHISEES, LICENSEES, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL LIABILITY FOR ANY INJURIES, LOSSES, DEATH, OR DAMAGES OF ANY KIND CAUSED BY THE PRIZE OR RESULTING FROM THE ACCEPTANCE, POSSESSION, QUALITY, USE OR MISUSE OF THE PRIZE OR TRAVEL RELATED TO THE RECEIPT OR USE OF THE PRIZE.

Right to Discontinue and/or Modify the Promotion

If this Promotion is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Promotion, or to disqualify Eligible Participants residing in the affected geographic areas. In such event, the Sponsor, the other ALPB Entities shall have no liability to any Eligible Participants who are disqualified due to such an action.

If for any reason the Promotion is not capable of running as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, theft, technical failures, or any other causes beyond the control of Sponsor, the other ALPB Entities which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor, the other ALPB Entities reserve the right at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion. In such event, Sponsor further reserves the right to judge the entries received prior to such event and award any Prize as of the termination date.

The Sponsor, the other ALPB Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, misdelivery, loss or destruction or unauthorized access to, or alteration of, entries. The Sponsor, the other ALPB are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to Participant’s or any other person’s computer

related to or resulting from participation or downloading any materials in this Promotion. The Sponsor, the other ALPB Entities are not responsible if any mailed entries are not timely received as a result of any actions by the United States Postal Service or any of its employees, or for any lost, misdirected, delayed or misdelivered mail entries.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR, THE OTHER ALPB ENTITIES AND EACH OF THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY PARTICIPANT RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

OFFICIAL RULES AND PRIZE WINNER INFORMATION

For Prize Winner information (available after July 31, 2023) or an additional copy of the Official Rules, send a self-addressed, stamped envelope to: Attain Sports and Entertainment, Name the Team Promotion, 21 Stadium Drive, Frederick, Maryland 21703, and specify either “Official Rules” or “Prize Winners List.”

SPONSOR: Attain Sports and Entertainment, 21 Stadium Drive, Frederick, Maryland 21703.

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