

2018 CAROLINA MUDCATS
FAN APPRECIATION DAY SWEEPSTAKES (THE “SWEEPSTAKES”)
OFFICIAL RULES

1. No purchase necessary to win. A purchase will not increase your chances of winning. Odds of winning will depend on the total number of eligible entries received.

2. Eligibility. The Sweepstakes is open only to legal United States residents age eighteen and older (18+) in the fifty (50) United States, including Washington, D.C. 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 Mudcats Baseball, LLC (“Sponsor”), and of Sponsor’s affiliates, sponsors, and corporate partners, are not eligible to participate or win a Prize (as that term is defined below). Once an entrant is named a Winner (as that term is defined below) he or she is not eligible to win the Sweepstakes again. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law, rule, or regulation.

3. Entry Period. The Sweepstakes shall run from 10:00 a.m. Eastern Daylight Time (EDT) on Saturday, September 1, 2018 through the final out of the top of the ninth (9th) inning of the Carolina Mudcats regular season game on Saturday, September 1, 2018 (the “Game”) (or the end of that game, if the game ends earlier for any reason) (the “Entry Period”).

4. How to Enter. All eligible individuals may enter in-person at Five County Stadium, located at Five County Stadium, 1501 NC-39, Zebulon, NC 27597 during the Entry Period by completing the sweepstakes entry form with the entrant’s full name, and a valid phone number, and providing the completed entry form either: (a) to the attendant at the front desk of the Mudcats offices between 10:00 a.m. EDT and 12:00 p.m. EDT on September 1, 2018 during the Entry Period; (b) to the attendant at the Home Plate Will Call window outside Five County Stadium between 4:00 p.m. EDT on September 1, 2018 and the end of the Entry Period; or (c) if the entrant has valid entry to the Game, by placing the completed entry form into the designated entry bowl at the Customer Relations desk in the concourse inside Five County Stadium between 4:00 p.m. EDT on September 1, 2018 and the end of the Entry Period. Limit one (1) entry per individual. No person may enter the Sweepstakes in the name of any other person. Additional entries beyond the specified limit will be void.

5. Random Drawings. A total of forty-two (42) drawings, each for a separate Prize, will be conducted during the Sweepstakes, as follows: (i) seven (7) drawings during the top of the second inning of the Game; (ii) seven (7) drawings during the top of the third inning of the Game; (iii) seven (7) drawings during the top of the fourth inning of the Game; (iv) seven (7) drawings during the top of the fifth inning of the Game; (v) six (6) drawings during the top of the sixth inning of the Game; (vi) six (6) drawings during the top of the seventh inning of the Game; and (vii) two (2) final drawings after the conclusion of Game (collectively, the “Drawings” and each, a “Drawing”). For each of the Drawings, an entry must have been submitted in accordance with these Official Rules during the Entry Period and before the Cutoff Time (as hereinafter defined) for the respective Drawing in order for that entry to be eligible for such Drawing. The “Cutoff Time” for each Drawing (other than the two final drawings to be conducted after the Game) shall be the final out of the inning after which the respective Drawing is scheduled to be held in accordance with the foregoing (e.g., for each of the Drawings to be conducted during the top of the sixth inning per (v) above, the Cutoff Time shall be the final out of the fifth inning of the Game); the “Cutoff Time” for the two final drawings to be conducted after the conclusion of the Game (per (vii) above) shall be the end of the Entry Period. One (1) entrant will be selected as a potential winner for each Drawing by random drawing at the time set forth for such Drawing above from all eligible entries received in accordance with these Official Rules from the start of the Entry Period through the respective Cutoff Time for such Drawing set forth above. Subject to verification of eligibility and compliance with the terms of these Official Rules, including the requirements to respond to notification, the potential winner will be declared an

official winner of the Sweepstakes for the respective Drawing. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes.

6. Notification. The potential winner will be notified via one (1) phone call to the telephone number listed on the entry form submitted for the Sweepstakes in accordance with these Official Rules. In the event that any potential winner has not responded before forty-eight (48) hours after the time of such notification or declines the Prize for any reason, the Prize will be forfeited and Sponsor shall randomly select an alternate potential winner from the remaining eligible entries received during the Entry Period that were not selected as a potential winner of any Prize. This process will continue until a potential winner for each Prize properly responds to such notification and claims his/her right to a Prize within the applicable forty-eight (48) hour window and is declared a Winner. Winner must provide photo identification at time of Prize pickup in order to receive Prize. If a Winner does not pick up the Prize within the allotted time in accordance with these Official Rules, Winner shall have forfeited its right to receive a Prize.

7. Prize. The Winner of each Drawing will receive one (1) 2018 Carolina Mudcats batting practice jersey top (each, a "Prize"). Each Prize has an approximate retail value ("ARV") of Seventy-Five Dollars (\$75). All Prizes must be picked up by the respective Winner in person at Five County Stadium within thirty (30) days after the end of the initial notification to such Winner in accordance with these rules.

8. Prize Conditions. All Prize details (including, without limitation, the identity of the Mudcats player, coach or mascot, if any, associated with a particular jersey top) shall be determined in the sole and absolute discretion of Sponsor. Each Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). Any and all taxes, fees, costs or expenses associated with Prize acceptance or use incurred by reason of accepting the Prize are the sole responsibility of the Winner. All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including, but not limited to, lodging, transportation costs, parking, meals, gratuities and other expenses incurred in accepting the Prize, picking up the Prize or redeeming or making use of the Prize, are the sole responsibility of each individual Winner. Each Winner shall bear all risk of loss or damage to the Prize after picking up such Prize. The Prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. The Prize may not be resold or offered for resale or used for any commercial or promotional purposes.

9. Waiver of Liability. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES TO (A) BE BOUND BY THE THESE OFFICIAL RULES FOR THIS SWEEPSTAKES AND (B) EXPRESSLY WAIVE ANY AND ALL CLAIMS AGAINST SPONSOR, AND ITS 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 (COLLECTIVELY, THE "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 CLAIMING, PICK-UP, RECEIPT, REDEMPTION, OR USE OF THE PRIZE (OR ANY PORTION THEREOF) OR ANY TRAVEL OR ACTIVITY RELATED TO THE CLAIMING, PICK-UP, RECEIPT, REDEMPTION, 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 BY TELEPHONE, TEXT, EMAIL, AND/OR POSTAL MAIL FOR SWEEPSTAKES PURPOSES, AND/OR REGARDING TICKET PURCHASE OPPORTUNITIES, AND GRANTS SPONSOR THE RIGHT TO PUBLICIZE SUCH ENTRANT'S NAME AT FIVE COUNTY STADIUM (INCLUDING, WITHOUT LIMITATION, OVER THE FIVE COUNTY STADIUM PUBLIC ADDRESS SYSTEM AND/OR ON THE VIDEO BOARD(S)) AT FIVE COUNTY

STADIUM) AS A POTENTIAL WINNER IN THE EVENT SUCH ENTRANT'S NAME IS SELECTED AS A POTENTIAL WINNER BASED ON A RANDOM DRAWING DESCRIBED HEREINABOVE. EACH WINNER, BY ACCEPTANCE OF THE PRIZE, GRANTS TO SPONSOR AND ITS AFFILIATES 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.

10. General Conditions. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes or to any Prize, 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) or any use or enjoyment thereof, including, without limitation, its quality, merchantability, or fitness for a particular purpose, 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 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. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, applicable to contracts entered into and performed exclusively in that State. Sponsor reserves the right to modify or terminate the Sweepstakes if conditions arise that compromise the integrity or intended play. In the event that the Sweepstakes is challenged by any legal or regulatory body, Sponsor reserves the right to discontinue or modify the Sweepstakes, or to disqualify fans residing in the affected geographic area(s). In such event, the Released Parties shall have no liability to any participant who is disqualified due to such an action.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT: (A) ANY AND ALL DISPUTES, CLAIMS, CONTROVERSIES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, OR ANY PRIZES AWARDED (EACH, A "CLAIM"), SHALL BE (I) 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 (II) SETTLED BY BINDING ARBITRATION IN RALEIGH, NORTH CAROLINA 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.

11. Winner's List. For a list naming the Winners, mail a request and a self-addressed stamped envelope to be received by December 31, 2018, to: Mudcats Baseball, LLC, Attention: Director of Promotions, Five County Stadium, 1501 NC-39, Zebulon, NC 27597.

12. Sponsor. The Sponsor of this Sweepstakes is Mudcats Baseball, LLC, Five County Stadium, 1501 NC-39, Zebulon, NC 27597.