

Buffalo Cycleboat Sweepstakes (THE "SWEEPSTAKES") OFFICIAL RULES

NO PURCHASE OR SURVEY SUBMISSION NECESSARY TO ENTER OR WIN. A PURCHASE OR SURVEY SUBMISSION WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED AS OF THE APPLICABLE DRAWING DATE DEADLINE. 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 legal residents of the state of New York, The state of Pennsylvania and the Canadian Province of Ontario who are eighteen (18) years of age or older (except in the case of legal residents of certain states/territories/provinces where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority at the time of entry. 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 the Buffalo Bisons ("Sponsor"), the other NAPBL Entities (defined below), the MLB Entities (defined below) 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 Prize (defined below). The "NAPBL Entities" shall mean The National Association of Professional Baseball Leagues, Inc. ("NAPBL"), each NAPBL club, each NAPBL league, Professional Baseball Promotion Corporation, Professional Baseball Umpire Corp., Baseball Internet Rights Company LLC, BIRCO Holding Company LLC, Minor League Baseball Charities, MiLB Enterprises LLC, MiLB Enterprise Holdings LLC and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the NAPBL and the NAPBL clubs and leagues, and all officers, directors, employees, representatives, partners, members and affiliates thereof. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLBAM"), Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. The Sweepstakes is subject to all applicable federal, state, territory, provincial and local laws, rules and regulations. Void in the Province of Quebec and where prohibited or restricted by law, rule or regulation.

HOW TO ENTER: The Sweepstakes begins at 9:00 AM Eastern Time ("ET") on June 1 and ends at 4:59 PM ET on August 1, 2018 (Entry Period). There are two (2) ways to enter the Sweepstakes: by submitting an online survey ("Survey") or submitting a form at Guest Relations. No other method of entry will be accepted. Limit one (1) entry per person/email address/household, regardless of method of entry. Additional entries beyond the specified limit will be void.

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1. **Online Method:** During the Entry Period either click on the link provided to you via email from or on behalf of Bisons.com, or go to www.Bisons.com and click on the banners, buttons and/or links to access the Contest. By successfully transmitting a completed contest form as directed, you will be entered in the Sweepstakes. All information submitted online by entrants is subject to, and will be treated in a manner consistent with, the MiLB.com Terms of Use accessible at: <http://www.milb.com/milb/info/terms.jsp> and Privacy Policy accessible at: <http://www.milb.com/milb/info/privacy.jsp>. Entrants must fully complete and submit all non-optional data requested on the Survey to be eligible. Incomplete and/or inaccurate entries are void. All online entries must include a valid email address for the entrant. Online entrants to the Sweepstakes may be given the option to receive commercial email from Bisons.com and/or MiLB.com; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such emails and consenting to receive such emails will not impact any entrant's chances of winning.

2. **Guest Relations:** You may enter the Sweepstakes by hand-printing your full name, address, city, state/territory/province and zip code, day & evening telephone numbers (including area codes), date of birth and email address (optional) on the contest form at guest relations. Sponsor will use email addresses provided via the mail-in entry method for prize notification purposes only; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's provision of this information. Guest Relations entries must be submitted by August 1st at 4:59pm.

WINNER SELECTION: The potential winners of the Sweepstakes will be randomly selected from the total online and hand-in entries on or about August 2nd, 2018., Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official winners of the Sweepstakes (each, a "Winner"). The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received as of the applicable Drawing Date Deadline. Non-winning eligible entries from one Drawing Date will automatically carry-over to and be eligible for subsequent Drawing Dates, if any. Limit one (1) Prize per person, family or household.

PRIZES:

- One Grand Prize winner will receive a Buffalo Cycleboat tour for 15 friends (Approximate Retail Value \$600).

- Four 2nd place contestants win a Pair of Seats for any cruise (Approximate Retail Value \$80).

- Six 3rd place contestants will receive \$100 voucher towards a boat purchase.

PRIZE CONDITIONS: All Prize details shall be determined in the sole and absolute discretion of Sponsor. 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 the Prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of each individual Winner. 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.

NOTIFICATION: Each potential 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 (the "Prize Notification"). In the event that any

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potential winner does not respond to any such Prize Notification within three (3) days of the date of issuance, declines the Prize for any reason or, in the case of Canadian residents, incorrectly answers the skill testing question as determined by Sponsor in its sole discretion, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries received as of the applicable Drawing Date Deadline. Each potential winner may be required to submit his/her valid social security number and/or other identification to Sponsor and may be required to execute, have notarized and return an Affidavit of Eligibility (or, if a resident of Canada, a Declaration of Eligibility) and Release of Liability and, unless prohibited by law, Publicity, within five (5) days of the date of issuance, and in the case of Canadian residents, correctly answer, without assistance of any kind, whether mechanical or otherwise, a time limited mathematical skill testing question which will be administered by Sponsor by telephone at a mutually agreeable time. Failure to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Official 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 potential winner to be randomly selected from among all remaining eligible entries received as of the applicable Drawing Date Deadline.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against Sponsor, the other NAPBL Entities, the MLB Entities, Facebook, Apple, Inc. 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") 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 Prize (or any portion thereof) or any travel or activity related to the receipt 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 and/or MLBAM by telephone, email and/or postal mail for Sweepstakes purposes. Each Winner, by acceptance of the Prize, grants to Sponsor, the other NAPBL Entities, MLBAM 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, postage-due 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

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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; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official 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 the Prize or in any Sweepstakes-related materials, or the cancellation or postponement of any Minor 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 MLBAM or who are in violation of these Official 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, MLBAM 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 (a) make no warranty, guaranty or representation of any kind concerning the Prize (or any portion thereof), 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 and MLBAM reserve the right, in their sole 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 the 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 MLBAM also reserve the right, in their sole discretion, to modify these Official 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 ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR, MLBAM 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

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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 Official 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 (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Sweepstakes, or any prizes 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 New York County, New York 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 (ii) 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 New York, U.S.A, applicable to contracts entered into and performed exclusively in that State.

Apple, Inc. is not a sponsor of, or responsible for conducting, the Sweepstakes. All entry data provided online is provided to Sponsor and/or MLBAM and not to Facebook. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.

WINNERS' LIST: For a list of the Winners' names, mail a request and a self-addressed stamped envelope to be received by October 31, 2018, to: Bisons Baseball Experience Survey Sweepstakes Winner's List c/o Buffalo Bisons, Coca-Cola Field, One James D. Griffin Plaza, Buffalo NY 14203

SPONSOR: The Sponsor of this Sweepstakes is Buffalo Bisons, Coca-Cola Field, One James D. Griffin Plaza, Buffalo NY 14203.

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