

Buffalo Bisons
"Top Your Dog" Contest
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. 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.

The object of the "Top Your Dog" contest ("**Contest**") is to submit an original topping/condiment combination for a hot dog ("**Toppings**") for the Buffalo Bisons in Buffalo, NY ("**Bisons**"). Buffalo Bisons management ("**Judges**") will evaluate the Eligible Entries (defined below) and select the ten (10) 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. Toppings submitted by Participants who are not Entry Only Participants ("**Eligible Participants**") shall be referred to herein as "**Eligible Entries**" and Toppings submitted by Entry Only Participants shall be referred to herein as "**Non-Eligible Entries**". **BISONS DO NOT GUARANTEE THE WINNING TOPPINGS WILL BE USED AND IS UNDER NO OBLIGATION TO USE THE WINNING TOPPINGS; BISONS RESERVE THE RIGHT TO USE ANY OF THE SUBMITTED TOPPINGS OR NONE AT ALL.**

ELIGIBILITY

The Contest is only open to legal residents of the State of New York and the Province of Ontario who are eighteen (18) years of age or older, 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 Bisons Baseball Inc. ("**Sponsor**"), the NAPBL Entities (defined below), the MLB 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 Contest are eligible to submit a Toppings 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 "**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 Contest is subject to all applicable federal, state, local laws and regulations. This Contest is void outside of the State of New York and the Province of Ontario and where prohibited or restricted by law, rule or regulation. Purchase of products from Sponsor will not improve an Eligible Participant's chance of winning.

CONTEST PERIOD

The Contest begins on July 9, 2019 at 9:00 a.m. Eastern Time ("**ET**") and ends on July 30 2019 at 5 p.m. ET (the "**Contest Period**").

HOW TO ENTER

1. Online Method: During the Contest Period, Participants may go to <https://www.milb.com/buffalo/fans/top-your-dog> and click on the banners, buttons and/or links to access the online entry form for the Contest. 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 their Toppings to Sponsor via the online entry form will be automatically entered in the Contest. 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 Contest is not dependent upon Participant's consent to receive such e-mails. All information submitted by Participants is subject to, and will be treated in a manner consistent with, the MiLB.com Terms of Use accessible at: <http://web.minorleaguebaseball.com/milb/info/terms.jsp> and Privacy Policy accessible at: <http://web.minorleaguebaseball.com/milb/info/privacy.jsp>. Participants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Online Participants who do not click their agreement to these Official Rules will not have their entries reviewed.

2. Mail-in Method: If Participant does not wish to enter online, Participant may enter the Contest by printing his/her full name, address, city, state, zip code, telephone number, e-mail address, his/her Toppings, and the following statement: "I acknowledge that I have read, understand, and agree to the Contest Official Rules" on a standard size postcard and mail to: Buffalo Bisons, Top Your Dog Contest, One James D. Griffin Plz., Buffalo, NY 14203. 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 received by Sponsor by August 4, 2019. 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. Multiple entries are allowed; provided, however, only (1) Topping per entry is allowed. Incomplete and/or inaccurate entries are void. Entries that do not comply with the submission requirements, the Content Restrictions or otherwise with these Official Rules 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 (33%), (2) creativity (34%), (3) uniqueness (33%), All submissions must comply with the terms set forth in the publication and assignment of rights to entry section set forth below. On or about August 3, 2019, the Judges will determine the top ten (10) Eligible Entries based on the foregoing judging criteria to participate in a fan vote. In the event of a tie among any potential top ten (10), the score for creativity will be used as the tiebreaker.

During the period beginning on or about August 5, 2019 at 10 am ET and ending on August 16, 2019 at 5 p.m. ET (the "**Voting Period**"), fans will have the opportunity to vote for their favorite of the top ten (10) Eligible Entries at <https://www.milb.com/buffalo/fans/top-your-dog>. 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 Contest (the "**Grand Prize Winner**").

CONSENT, LICENSE AND RELEASE

In exchange for the opportunity to participate in this Contest, and the possibility of the use of Participant's Toppings, the receipt of which opportunity shall be sufficient consideration for this Consent, License and Release, each Participant does hereby:

- i. agree that his/her Toppings is an original work of authorship and that, as of the date of submission, he/she owns all right, title and interest in the TOPPINGS or has all necessary rights in the Toppings in order to submit it to Sponsor under the terms of these Official Rules;

- ii. consent to the collection by Sponsor (or its designee) of his/her personal information, including without limitation name, date of birth, address (city and state/territory of residence), telephone number(s) and email address(es) (the “**Personal Information**”) in connection with the Toppings;
- iii. grant to Sponsor, the NAPBL Entities, MLBAM and each of their respective designees the perpetual and unlimited right and license to use, edit, modify, duplicate and/or create derivative works from his/her Toppings throughout the world and in perpetuity, including, but not limited to, the right for Sponsor, the NAPBL and/or MLBAM, as applicable, to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Toppings via the Internet or any other interactive media, in stadium, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without payment of any compensation to the Participant or his/her heirs and successors, (1) on its own or as part of any audiovisual or other production; (2) to advertise any products, programming or services of the NAPBL Entities and MLB Entities or for any other advertising, marketing, publicizing and promotional purposes and in any materials related thereto; and/or (3) for any other purpose whatsoever;
- iv. acknowledge and agree, with respect to the Personal Information, that the NAPBL Entities and MLB Entities shall have the right (subject to applicable law) to (1) incorporate certain of the Personal Information into the Toppings and use such Personal Information as incorporated therein; (2) analyze and use the Personal Information for any and all purposes, including without limitation sending him/her advertising and promotional materials and for any other advertising, marketing and promotional purposes; and (3) share the Personal Information with third parties for their advertising, marketing and promotional purposes or for any other purposes;
- v. acknowledge that Participant shall have no right of approval of any use of the Toppings and the Personal Information as permitted hereunder;
- vi. agree that Participant shall use any copy of the Toppings that he/she obtains solely for his/her personal, non-public, non-commercial use; and
- vii. release and indemnify in perpetuity the Released Parties from any claims, demands, losses and liabilities of any nature arising out of or in any way connected with the Toppings, the Personal Information and the use thereof as permitted hereunder, including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy.

Nothing herein will obligate the NAPBL Entities or MLB Entities to make any use of any of the rights set forth herein.

GRAND PRIZE AND GRAND PRIZE WINNER

The Grand Prize to be awarded in this Contest to the Grand Prize Winner, includes the following: the opportunity for Grand Prize Winner to throw out a ceremonial first pitch at the Bisons home game on August 26, 2019, twenty (20) game tickets for Grand Prize Winner and nineteen (19) guests for the Bisons home game on August 26, 2019, forty (40) hot dog vouchers for the Bisons home game on August 26, 2019, Twelve (12) 5 lb. packages of hot dogs (each containing 35 hot dogs), and one (1) Sahlen’s Prize Pack (containing 1 soft sided cooler, 2 towels, 1 apron, 2 hats, 4 koozies and 2 travel mugs) (the “**Grand Prize**”). Approximate Retail Value of the Grand Prize: \$1,200.

The Grand Prize Winner is fully responsible for any and all applicable federal, state, international and local taxes resulting from the Grand Prize, including but not limited to, income and withholding taxes.

TRANSPORTATION AND LODGING IS NOT INCLUDED as part of the Grand Prize. All costs and expenses not specified herein, related to the Grand Prize, including but not limited to lodging, transportation costs, meals, taxes and gratuities and other expenses incurred by accepting and using the Grand Prize are the sole responsibility of the Grand Prize Winner.

Minor League Baseball game, event and exhibition dates and times are determined in the sole discretion of the applicable NAPBL 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 Minor League Baseball, is not played due to weather conditions, an act

of God, an act of terrorism, civil disturbance or any other reason. Grand Prize Winner and his/her guest agree to comply with all applicable stadium regulations in connection with the Grand Prize. Sponsor and the applicable NAPBL Entities reserve the right to remove or to deny entry to Grand Prize 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. Grand Prize is non-transferable, with no cash redemptions or substitutions except at Sponsor's sole discretion. Sponsor, the NAPBL Entities and the MLB 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 Minor League Baseball game, event or exhibition. In the event of a cancellation or postponement for which the Bisons do not open the ballpark gates, the Bisons will make every reasonable effort to reschedule the grand prize for a future home game in 2019. Minor League 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 Grand Prize forfeiture, and may invalidate the license granted by the game, event or exhibition tickets. Sponsor reserves the right to substitute the Grand Prize (or portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. All Grand Prize details, including, without limitation, the exact nature and duration of the ceremonial first pitch opportunity, are at the sole discretion of the Sponsor.

CONTEST ADMINISTRATION AND GENERAL CONDITIONS

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

By participating in the Contest, each Participant accepts and agrees to be bound by these Official Rules, including all eligibility requirements.

All Participants must provide a valid e-mail address at the time of entry. If multiple entries are made from the same e-mail address, only the first entry received will be considered, and any subsequent entries will be rejected. 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.

Participants must not include any of the following content (the "**Content Restrictions**") in any Toppings: (i) content in violation of intellectual property rights or laws; (ii) content that denigrates, disparages or reflects negatively on the NAPBL Entities and/or the MLB Entities, or any of their respective owners and employees, or the game of baseball; (iii) tobacco, e-cigarettes, alcohol or drugs; (iv) 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. Any Toppings that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

The potential Grand Prize winner will be notified by e-mail by Sponsor with instructions regarding acknowledgment of and claiming the Grand Prize. If the potential Grand 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 Grand Prize winner will be disqualified and no longer eligible to receive the Grand Prize. If a disqualification results, an alternate potential Grand 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 Grand Prize winner must comply with the same requirements as the original disqualified potential Grand Prize winner to be eligible to receive the Grand Prize. If a disqualification occurs, an alternate potential Grand Prize winner will be selected as outlined above.

All federal, state and local laws and regulations apply. This Contest and these Official Rules will be governed by the laws of the State of New York. Any court of competent jurisdiction sitting in Buffalo, NY will have exclusive jurisdiction and venue for any dispute arising out of or relating to this Contest or these Official Rules. Participants expressly agree that (1) all disputes will be determined by a court of competent jurisdiction in Buffalo, NY and (2) that court will have personal jurisdiction over all parties to any dispute. Participants agree to waive and relinquish any right they have to sue Sponsor as a class. 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 Toppings.

The Sponsor, the NAPBL Entities and the MLB 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 Contest, 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 Contest.

The Released Parties make no warranties, express or implied, relative to the use or enjoyment of the Grand Prize, including without limitation, its quality, merchantability or fitness for a particular purpose. By entering the Contest, Grand Prize Winner agrees to hold harmless and fully release Sponsor, the NAPBL Entities and the MLB 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 Grand Prize or resulting from the acceptance, possession, quality, use or misuse of the Grand Prize or travel related to the receipt or use of the Grand Prize.

Any Toppings that is incomplete, late or otherwise does not comply with these Official Rules will be disqualified.

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

The Contest is a skill contest designed to increase consumer awareness of and interest in Minor League Baseball. This Contest may not be used for any form of gambling.

INTERNET AND MAIL

If for any reason the Contest 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 NAPBL Entities or the MLB Entities which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor, the NAPBL Entities and the MLB 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 Contest. In such event, Sponsor further reserves the right to judge the entries received prior to such event and award the Grand Prize as of the termination date.

The Sponsor, the NAPBL Entities, and the MLB 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 NAPBL Entities and the MLB Entities 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 Contest. The Sponsor, the NAPBL Entities and the MLB 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 CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR, THE NAPBL ENTITIES AND THE MLB 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/GRAND PRIZE WINNER INFORMATION

For Grand Prize Winner information (available after September 16, 2019) or an additional copy of the Official Rules, send a self-addressed, stamped envelope to: Buffalo Bisons, Top Your Dog Contest, One James D. Griffin Plz., Buffalo, NY 14203 and specify either "Official Rules" or "Grand Prize Winners List."

SPONSOR: Bison Baseball Inc., One James D. Griffin Plaza, Buffalo, NY 14203.

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