

**Gastonia Honey Hunters
"Name the Mascot" 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 "Name the Mascot" contest ("**Contest**") is to submit an original team mascot name for the Gastonia Honey Hunters' mascot ("**Mascot Name**"). Gastonia Honey Hunters' ownership and management ("**Judges**") will evaluate the Eligible Entries (defined below) and select the five (5) 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 Mascot Names submitted by Participants who are not Entry Only Participants ("**Eligible Participants**") shall be referred to herein as "**Eligible Entries**" and Team Mascot Names submitted by Entry Only Participants shall be referred to herein as "**Non-Eligible Entries**").

ELIGIBILITY

The Contest is only open to legal residents of North Carolina and South Carolina 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 the entity constituting the Gastonia Honey Hunters ("**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 Contest are eligible to submit a Team Mascot 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 The Atlantic League of Professional Baseball, Inc. ("**ALPB**"), each ALPB club, 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 ALPB and the ALPB clubs, and all officers, directors, employees, representatives, partners, members and affiliates thereof. The Contest is subject to all applicable federal, state, local laws and regulations. This Contest is void outside of North Carolina and South Carolina, 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 Wednesday, July 28, 2021, at 12:01 AM Eastern Time ("**ET**") and ends on Thursday, August 5, 2021 at 11:59 PM ET (the "**Contest Period**").

HOW TO ENTER

1. Online Method: During the Contest Period, Participants may go to www.gohoneyhunters.com 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 suggestion for Mascot Name 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.

2. Mail-in Method: If Participant does not wish to enter online, Participant may enter the Contest by printing name, address, city, state, zip code, telephone number, e-mail address and suggestion for Team Mascot Name on a standard size postcard and mail to: Gastonia Honey Hunters, Name the Mascot Contest, 800 West Franklin Blvd, Gastonia, NC 28052. 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 Monday, August 2, 2021, and received by Sponsor by Thursday, August 5, 2021. Mail-in entries received by Sponsor after Thursday, August 5, 2021, 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, only one (1) Team Mascot Name per entry is allowed. 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 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 (20%), (2) creativity (20%), (3) uniqueness (20%), (4) regional relevance (20%), and (5) appropriateness for audience (20%). On or about Friday, September 4th, 2020, the Judges will determine the top five (5) Eligible Entries based on the foregoing judging criteria to participate in a fan vote. In the event of a tie among any potential top five (5), the score for originality will be used as the tiebreaker.

During the period beginning on or about Saturday, August 7, 2021, at 12:01 AM ET and ending on Tuesday, August 10, 2021 at 11:59 PM ET (the "**Voting Period**"), fans will have the opportunity to vote for their favorite of the top five (5) Eligible Entries at www.gohoneyhunters.com. 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**"). In the event of a tie, the Judges will select the Grand Prize Winner amongst the tied top five (5) Eligible Entries based on the Judging Criteria score alone. Sponsor does not guarantee the winning Team Mascot Name will be used and is under no obligation to use the winning Team Mascot Name; Sponsor reserves the right to use any of the submitted Team Mascot Names or none at all.

PUBLICATION AND ASSIGNMENT OF RIGHTS TO ENTRY

By entering the Contest, each Participant who submits a Team Mascot Name agrees (i) that his or her Team Mascot Name is an original work of authorship and he or she owns all right, title and interest in the

Team Mascot Name as of the date of submission ("**Participant Rights**"); and (ii) to assign all Participant Rights, including copyright rights, in the Team Mascot Name to Sponsor and grant permission for Sponsor and the other ALPB Entities to publish or publicize all or part of the Team Mascot Name, including but not limited to Participant's name, address (city and state of residence), photograph, voice and/or other likeness, Team Mascot Name and prize information (prize information is applicable only to Eligible Participants), in whole or in part, for advertising, promotional and trade purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, throughout the world, in perpetuity, without notice or permission, and without further compensation or consideration, except where prohibited by law.

GRAND PRIZE AND GRAND PRIZE WINNER

The Grand Prize to be awarded in this Contest includes the following: (4) four tickets to home game during the 2021 season, 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**").

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.

ALPB 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 the ALPB, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance, pandemic 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 ALPB 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 and the other ALPB Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage, pandemic or any other natural disaster outside their control that may cause the cancellation or postponement of any ALPB Baseball game, event or exhibition. ALPB 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 ticket(s). 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 Team Mascot 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 Mascot Name is created. Any Team Mascot Name 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. As a condition of being awarded the Grand Prize, the Grand Prize Winner will be required to sign and deliver to Sponsor an Affidavit of Eligibility, a Release of Liability 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 the Grand Prize Winner 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, the Grand Prize Winner will be disqualified. 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 North Carolina. Any court of competent jurisdiction sitting in Gaston County, North Carolina, 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 Gaston County, North Carolina, 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 Team Mascot Name.

The Sponsor and 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 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 and 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 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 Team Mascot Name 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 and the other ALPB 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 ALPB 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 or the other ALPB Entities which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor and 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 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 and the other ALPB Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, mis delivery, loss or destruction or unauthorized access to, or alteration of, entries. The Sponsor and the other ALPB 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 and 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 CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND 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/GRAND PRIZE WINNER INFORMATION

For Grand Prize Winner information (available after Thursday, August 26, 2021 or an additional copy of the Official Rules, send a self-addressed, stamped envelope to: Gastonia Honey Hunters, Name the Mascot Contest, 800 West Franklin Blvd, Gastonia, NC 28052 and specify either "Official Rules" or "Grand Prize Winners List."

SPONSOR: Gastonia Honey Hunters, 800 West Franklin Blvd., Gastonia, NC 28052

Sponsor and Atlantic League trademarks and copyrights are proprietary to Sponsor or the ALPB Entities. All rights reserved.

CONSENT, LICENSE AND RELEASE

In exchange for the opportunity to participate in this Contest, and the possibility of the use of Participant's Team Mascot Name and/or the Participant's appearing in an audio, visual and/or multimedia production, the receipt of which opportunities shall be sufficient consideration for this Consent, License and Release, each Participant does hereby:

- (1) agree that his/her Team Mascot Name is an original work of authorship and that, as of the date of submission, he/she owns all right, title and interest in the Team Mascot Name or has all necessary rights in the Team Mascot Name in order to submit it to Sponsor under the terms of these Official Rules;
- (2) 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/province of residence), telephone number(s) and email address(es) (the "**Personal Information**") in connection with the Team Mascot Name;
- (3) grant to Sponsor, the other ALPB Entities 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 Team Mascot Name throughout the world and in perpetuity, including, but not limited to, the right for Sponsor and/or the other ALPB entities, as applicable, to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Team Mascot Name 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, (i) on its own or as part of any audiovisual or

- other production; (ii) to advertise any products, programming or services of the ALPB Entities or for any other advertising, marketing, publicizing and promotional purposes and in any materials related thereto; and/or (iii) for any other purpose whatsoever;
- (4) agree that the foregoing license includes without limitation the right (i) to use his/her name (and any other Personal Information that may be incorporated into the Team Mascot Name), likeness, image, voice, statements, appearance and performance as embodied in the Team Mascot Name in whole or in part, for advertising, promotional and trade purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide, in perpetuity, without notice and without further consideration or compensation, except where prohibited by law; (ii) to edit, alter, distort, add to, rearrange and otherwise modify the Team Mascot Name, and use the Team Mascot Name in whole or in part or in combination with other materials; and (iii) to assign and/or license others to use the Team Mascot Name for all of the purposes hereunder;
 - (5) acknowledge and agree, with respect to the Personal Information, that the ALPB Entities shall have the right (subject to applicable law) to (i) incorporate certain of the Personal Information into the Team Mascot Name and use such Personal Information as incorporated therein; (ii) 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 (iii) to share the Personal Information with third parties for their advertising, marketing and promotional purposes or for any other purposes;
 - (6) acknowledge that Participant shall have no right of approval of any use of the Team Mascot Name and the Personal Information as permitted hereunder;
 - (7) agree that Participant shall use any copy of the Team Mascot Name that he/she obtains solely for his/her personal, non-public, non-commercial use; and
 - (8) 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 Team Mascot Name, 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 ALPB Entities to make any use of any of the rights set forth herein. In the event that any individual(s) appears with the Participant in the Team Mascot Name but does not submit a separate Consent, License and Release, the Participant hereby represents and warrants (i) that such individual(s) has authorized Participant to agree to this Consent, License and Release on his/her behalf (or, with respect to any individual under the legal age of majority in his/her jurisdiction of residence, that Participant is the parent and/or legal guardian of such individual(s) with legal authority to act on behalf of such individual), and (ii) that Participant agrees to this Consent, License and Release on behalf of such individual(s).