

OFFICIAL RULES
An Evening with Jerry Remy & Chad Finn to Benefit Globe Santa
(the "Contest")

By participating in the Contest, you agree to be bound by these Official Rules and the decisions of the sponsor of the Contest, the Boston Globe Foundation ("Sponsor"), which are binding and final on matters relating to this Contest. The Contest runs from December 14 to December 18, 2020.

1. **ELIGIBILITY.** A purchase of any Sponsor product will not increase your chances of winning. Void where prohibited. Open to legal residents of the United States, who are 18 years or older at the time of entry and who register to participate. Sponsor and its employees, parents, affiliates, subsidiaries, and their respective immediate families and household members are not eligible to enter or win.

2. **TO PARTICIPATE.** Enter the contest by registering at Globe.com/Remy to become an "Entrant." Participants can donate to Globe Santa or enter their name without a donation to be entered to win one of five car passes to the Magic of Lights at Gillette Stadium.

3. **ENTRY REQUIREMENTS.** Each Entry must comply with the following requirements:
 - a. Each Entry must be written entirely by the Entrant and must be factually accurate.
 - b. Entrant must comply with all applicable rules, regulations, and laws in connection with his/her participation in this Contest.
 - c. Entry must not infringe on the copyright, trademark, privacy, publicity, or other rights of any person or entity.
 - d. Entry must not contain any content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole discretion.
 - e. Entry must not contain any personally identifiable information of any person other than Entrant. Should Entrant include personally identifiable information about him or herself, Entrant acknowledges and agrees that such information may be disclosed publicly and Entrant is solely responsible for any consequences thereof.

f. Sponsor reserves the right, in its sole discretion, to reject, disqualify, or modify any Entries, to verify any element of any Entry or related materials, and to disqualify any Entrant whose participation does not comply with Official Contest Rules or may subject the Contest, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule.

4. **SELECTION OF WINNERS.** A potential winner ("Potential Winner") for each prize will be selected from all eligible Entries at the end of the Contest. Sponsor will notify each Potential Winner that he/she has been selected and each Potential Winner will be required to respond to Sponsor and, if needed, provide his/her email address within 24 hours. Each Potential Winner may also be required to execute and return an Affidavit of Eligibility within two days of date of issuance, or such earlier date specified by Sponsor. If a Potential Winner fails to provide an email address or fails to return such document to Sponsor within the specified time period, prize notification is returned as undeliverable, or Potential Winner is not in compliance with these Official Rules, the Prize will be forfeited and, at Sponsor's discretion, an alternate Potential Winner may be selected. A Potential Winner is not an official winner ("Winner") until Sponsor receives Winner's Affidavit of Eligibility and notifies him/her that he/she is a Winner.

5. **Prizes.** One winner will receive a zoom event call with Jerry Remy and Chad Finn for a total of 10 people ("Invited Guests") that will take place Monday, December 21 at 8:00pm Eastern Standard Time.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied, and is subject to expiration dates. Winner is solely responsible for ensure that s/he and Invited Guests have access to Zoom and stable internet for use during the call. Details of the Prizes may change, based on availability. Sponsor reserves the right to substitute the Prizes or portions thereof if Prizes cannot be awarded as described. Sponsor will determine all elements of Prizes in its sole discretion. Sponsor disclaims all and any liability for the actual provision, quality, or nature of any third party product or service related to the Prizes. Sponsor is not liable for injuries, losses, or damages of any kind arising from participation in this Contest and use of the Prizes. Winner must comply with any third party terms and conditions applicable to the redemption and use of the Prizes.

Winner may not substitute, assign, or transfer a Prize or redeem a Prize for cash. Winner is responsible for all applicable federal, state, and local taxes, as well as any other costs and expenses associated with the Prize. Winner forfeits any unused portions of the Prize. The awarding of any Prize is contingent on full compliance with these Official Rules. If a Winner is found to have violated the Official Rules or

otherwise does not meet eligibility criteria, that Winner will forfeit the Prize and the Prize may be awarded to an alternate winner.

6. **Privacy and Publicity.** By entering, Entrant agrees that Sponsor may use Entrant's email and information provided as part of Entry ("Entrant Materials") in connection with the Contest. Sponsor may also use Entrant Materials for the purpose of sending information Sponsor believes Entrant may want to receive, and for soliciting donations. Entrants agree that Sponsor has the right to use the Entrant Materials in combination with such other material as Sponsor in its sole discretion shall determine, and that Entrants have no right of approval, claim to compensation or benefits claim, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of Entrant Materials.

7. **OWNERSHIP/USE OF ENTRIES.** By submitting an Entry, Entrant grants to Sponsor, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the irrevocable right and license to use, publish, exploit, sublicense, modify, edit, create derivative works of, transmit and distribute the Entry, in all media, throughout the World, in perpetuity, and for any purpose (including advertising, publicity, and/or trade purposes), without notice to Winner and without further compensation. Entrant releases, holds harmless, and indemnifies Sponsor for all claims arising out of Entrant's use or non-use of the Entry as provided herein.

8. **RELEASE.** Released Parties (as defined below) are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries or email for whatever cause or other errors whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest. 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 Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Contest or Website, who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest at any time and for any reason, including, but not limited to, if any portion of the Contest is, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of

Entries, and, if terminated, Sponsor may select the Potential Winner in a random drawing from among all non-suspect, eligible Entries received for such drawing prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

By participating, Entrants agree that Sponsor, suppliers of the Prize, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Contest. In the event of a dispute regarding Entries received from multiple users having the same email or social media account, the authorized subscriber of the email or social media account at the time of entry will be deemed to be the Entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the email address or account by the internet service provider (ISP), online service provider, social media platform, or other organization responsible for such assignment. Released Parties are not responsible for any unauthorized use of Entries by third parties.

Any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees and under no circumstances will any Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

9. **GOVERNING LAW/JURISDICTION.** The Contest and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the Commonwealth of Massachusetts (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in Massachusetts and where the relevant contacts are with such state. Except where prohibited, as a condition of participating in this Contest, Entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Contest, the prizes awarded, or the determination of the Winner shall be resolved individually, without resort to any form of class action. Entrants further agree that in any cause of action, the Released Parties entire liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorneys' fees and/or experts' fees and costs. By entering, Entrants waive the right to claim any damages whatsoever, including, but

not limited to, punitive, consequential, direct, or indirect damages and further waive all rights to have damages multiplied or increased.

10. **WINNER'S NAME.** For the name of the Winner(s), send a self-addressed stamped envelope to: An Evening with Jerry Remy & Chad Finn to benefit Globe Santa, c/o The Boston Globe Foundation, 1 Exchange Pl, Suite 201, Boston, MA 02109. Requests for Winner names must be received no later than 60 days from the end of the Entry Period.