

## Competition: Shorebirds Home Run Challenge Presented by Pohanka of Salisbury

The contest start date is 04/07/24. This date is subject to change at the discretion of the Promoter.

1. A copy of these terms and conditions will be available at <https://www.milb.com/delmarva/fans/contests> throughout the contest.
2. By participating in this competition between 12:01:00 AM EST on 04/07/24 to 11:59:00 PM EST on 09/01/24 (inclusive), you agree to be bound by these terms and conditions.
3. To enter the competition, you will need access to the internet. You can enter by visiting at <https://www.milb.com/delmarva/fans/contests> where there will be a link that will direct you to the competition entry page.
4. The competition will entail the entrant clicking on a link located at <https://www.milb.com/delmarva/fans/contests> entering the requested details. The winner will then be selected at random after 11:59:00 PM EST on 09/1/24 from those who have entered the promotion in accordance with these terms and conditions.
5. When entering the competition, you acknowledge that your name, address, zip code, e-mail address and date of birth (the “**Personal Data**”) will have been made available to Delmarva Shorebirds (the “**team**”). All Personal Data will be held and used by the team in accordance with the team’s privacy policies. By submitting your details on entry to the contest you agree that from time to time, our partners (including the team), sponsors or associated companies may contact you with information regarding relevant goods and/or services we feel may be of interest to you.
6. One entry per person per household.
7. The prize is non-transferable and there will be no cash alternative or alternative prizes for any reason.
8. The contestants will be picked at random from all eligible entries received.
9. The contestants will be contacted by the Delmarva Shorebirds by telephone or email before their scheduled gameday.
10. The prize: Each night, a randomly chosen contestant will be selected from everyone who completed the Shorebirds Home Run Challenge form. If a Shorebirds player hits a home run through the spot above the Pohanka of Salisbury outfield sign, that contestant will win \$25,000 towards a new care at Pohanka of Salisbury. That does not include taxes and tags fees.
11. Acceptance of the prize authorizes the Delmarva Shorebirds to publish the name of the winners and the winners are consenting to having publicity photographs and/or video images taken of them taken for use by the Delmarva Shorebirds. Where consent is not provided, or where a winner does not wish to accept the prize, an alternative winner may be selected instead.
12. The team shall not be liable for any failure to comply with their obligations where the failure is caused by something outside their reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
13. The team accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the competition or accepting the prize. Nothing in these terms and conditions shall exclude the liability of the team Limited for death or personal injury as a result of its negligence or for fraud or fraudulent misrepresentation
14. The promoter is the Delmarva Shorebirds.
15. INDEMNIFICATION - You hereby agree to indemnify and hold Minor League Baseball, The MLB, MLBAM, and BIRCO harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of this Website, the products, Merchandise, Tickets and/or Services purchased via this Website; or (B) any alleged breach of this Agreement by you.
16. **Winner List:** To obtain a copy of the winners' list, send a self-addressed, stamped envelope to: Delmarva Shorebirds Baseball Club, P.O. Box 1557, Salisbury, MD 21802