

BUSH'S BEST "HOME RUN RECIPES" SWEEPSTAKES
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. DESCRIPTION. The Bush's Best "Home Run Recipes" ("**Promotion**") consists of a sweepstakes ("**Sweepstakes**") and an instant win game ("**Instant Win Game**").

2. WHO CAN PARTICIPATE: The Promotion is open only to legal residents of the 48 contiguous United States (including Washington, District of Columbia) who are the age of majority or older at the time of entry. The Promotion is not open to employees (and their immediate family or household members, whether or not related) of Brand Activation Maximizer LLC ("**Sponsor**"), Bush Brothers & Company ("**Brand**"), the NAPBL Entities (defined in Rule 13 below) and the MLB Entities (defined in Rule 13 below) and each of their respective parent and subsidiary entities and advertising, marketing, prize and fulfillment service providers.

3. WHEN TO VOTE AND PARTICIPATE. The Promotion begins on August 8, 2019 at 12:00:01 AM United States Eastern Time ("**ET**") and ends on August 22, 2019 at 11:59:59 PM ET ("**Promotion Period**"). Sponsor's computer system is the official time-keeping device for this Promotion.

4. HOW TO PARTICIPATE IN THE SWEEPSTAKES AND INSTANT WIN GAME.

Step 1: During the Promotion Period, visit <https://homerunrecipes.com> ("**Promotion Site**") and complete and submit a registration form. By successfully transmitting a completed online entry form as directed, you are automatically entered in the Sweepstakes

Step 2: Beginning 12:00:01 AM ET on August 8, 2019 and ending at 11:59:59 PM ET on August 14, 2019 ("**Voting Round 1**"), Sponsor will post on the Promotion Site recipes using Bush's Best products submitted by participating Minor League Baseball Teams. Each participant can select one favorite recipe on the Promotion Site (a "**Vote**"). Every participant in Voting Round 1 also will receive a coupon redeemable for \$1.00 off eligible Bush's Beans products (subject to terms printed on coupon).

Step 3: After you submit a Vote during Voting Round 2, you automatically receive one (1) entry into the Sweepstakes and one (1) Instant Win Game play. After you submit a Vote during Voting Round 1, you automatically receive one (1) entry into the Sweepstakes and one (1) Instant Win Game play. Game play winners are determined based on randomly computer-generated dates and times. If you play the Instant Win Game at a winning time, you will receive an on-screen message that says "You won!" and instructions for redeeming the Instant Win Game prize indicated on screen.

Step 4: The top fifty percent (50%) of recipes that receive the most Votes during Voting Round 1 are then re-posted on the Promotion Site beginning 12:00:01 AM ET on August 15, 2019 and ending at 11:59:59 PM ET on August 22, 2019 ("**Voting Round 2**"). During Voting Round 2, each participant can submit a Vote for a favorite recipe from among the Voting Round 1 winning recipes.

Step 5: After you submit a Vote during Voting Round 2, you automatically receive one (1) entry into the Sweepstakes and one (1) Instant Win Game play indicated on screen. Every participant in Voting Round 2 also will receive a coupon redeemable for \$1.00 off eligible Bush's Beans products (subject to terms printed on coupon).

Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, entries or plays, each of which is ineligible.

Participation Limit: Each participant may enter the Sweepstakes and play the Instant Win Game once in Voting Round 1 and once in Voting Round 2. Each entry is deemed made by the natural person assigned the email address by the entity that is responsible for assignment of email addresses for the domain associated with such person's email address. Multiple participants are not permitted to share the same email address. Sponsor may disqualify any participant who attempts to obtain more than the stated number of Sweepstakes entries or Instant Win Game plays by using more than one email address, registration, bots or other automation or similar fraudulent methods.

5. SWEEPSTAKES DRAWING: Sponsor will select the Sweepstakes Prize winner in a random drawing ("**Drawing**") on or about August 23, 2019 from among all eligible entries received. Sponsor's decisions are final in all matters relating to the Drawing.

6. PRIZES & ODDS.

One (1) Sweepstakes Prize: A three-day and two-night trip booked by Sponsor for the Sweepstakes winner and three guests to a 2020 Minor League Baseball game ("**Game**") of the Minor League Baseball team that submitted the recipe that received the most votes during Voting Round 2. The trip includes air transportation, two-nights' hotel accommodations (two rooms, double occupancy at a hotel determined by Sponsor), four (4) tickets to the Game (seat location determined by Sponsor) and a \$200 prepaid debit card. *Approximate Retail Value ("**ARV**") of Sweepstakes Prize: \$4,500.*

Instant Win Game Prizes:

First Prizes: One Hundred (100, 50 for Voting Round 1 and 50 for Voting Round 2) unique alphanumeric promotion codes redeemable for up to \$25 of merchandise at <http://www.milbstore.com>. Each code is delivered by email to the email address provided by the participant in Step 1 of Rule 4. (First Prizes are subject to the terms and conditions of their issuer. See <http://www.milbstore.com>.) *ARV of all First Prizes: \$2,500.*

Second Prizes: Five Thousand (5,000) coupons redeemable for a free can of Bush's Baked Beans (up to \$3.29 value, subject to terms and conditions printed on coupon). *ARV of all Second Prizes: \$16,450.*

TOTAL ARV OF ALL PRIZES: \$23,450

Sweepstakes Prize Terms and Restrictions: The actual value of the Sweepstakes prize may vary due to market price fluctuations in air travel and accommodations between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded. All costs and expenses associated with prize acceptance and use that are not specified in these Official Rules (such as ground transportation, meals, gratuities, taxes and other expenses) are the sole responsibility of each winner. Seat locations at the Game are determined in the sole discretion of Sponsor. Sweepstakes prize trip must be taken on dates specified by Sponsor or forfeited. Travel arrangements must be made through Sponsor's agent. Travel and hotel accommodation restrictions apply. The Sweepstakes Prize winner and his/her guests are responsible for obtaining all documents required for travel before the travel arrangements are made. The Sweepstakes Prize winner and his/her guests must travel together on the same itinerary. Sweepstakes Prize winner's guests must be of legal age of majority in their jurisdictions of residence (and at least age eighteen (18)), unless accompanied by his or her parent or legal guardian. Game dates and times are determined in the sole discretion of the National Association of Professional Baseball Leagues ("NAPBL") and/or the applicable Minor League Baseball Club, and may be subject to change. Promotion Parties (defined below) are not responsible for cancellation or postponement of the Game for any reason. The terms and conditions of the Game tickets govern if the Game is not played for any reason. The Sweepstakes Prize winner agrees to comply with all applicable Game regulations and ticket terms. Sponsor and the applicable NAPBL Entities reserve the right to remove or to deny entry to the Game to winner or any of his/her guests who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the

Game. Game and any event or exhibition tickets awarded as prizes may not be resold or offered for resale or used for any commercial or promotional purposes whatsoever. Any such resale or commercial or promotional use may result in disqualification and forfeiture of the Sweepstakes Prize and may invalidate the license granted by the game ticket(s).

Other Prize Terms and Restrictions: Sponsor reserves the right to substitute any prize or prize component with a prize or prize component of equal or greater value but no other substitution or transfer of a prize is permitted. Sponsor is responsible only for prize delivery and is not responsible for a prize's utility to its winner. All taxes, fees and other expenses related to acceptance and use of a prize not specifically described in these Official Rules are the responsibility of the prize's winner. All prize details not described in these Official Rules are determined by Sponsor in its sole discretion. ALL PRIZES ARE AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR.

Odds: Odds of winning the Sweepstakes Prize depend on the number of eligible Sweepstakes entries received during the Promotion Period. Odds of winning an Instant Win Game Prize depend on the number of Instant Win Game Prizes available and the date and time of participation.

7. WINNER NOTIFICATION & VERIFICATION: Sponsor will notify the Sweepstakes Prize winner by telephone and/or email. The Sweepstakes Prize winner is required to execute and return an Affidavit of Eligibility/Liability/Publicity Release within 10 days after notification date. Sponsor may, in its sole discretion, disqualify any winner if his or her winner notification or other communication is returned as undeliverable or if he or she does not respond within the timeframe specified in the winner notification. If the selected Sweepstakes Prize winner is disqualified, Sponsor reserves the right to select an alternate winner and award the Sweepstakes Prize if time and circumstances allow. Sponsor will deliver the prizes approximately four weeks after completion of the winner notification or, if later, four weeks prior to the Game they are attending. No participant is a winner of any prize (even if the Instant Win Game so indicates) unless and until the participant's eligibility is verified and participant is notified that verification is complete. The Sweepstakes Prize winner will receive an IRS form 1099 for all taxes associated with acceptance of the Sweepstakes Prize.

8. PARTICIPANT AGREEMENT AND RELEASE: IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN THIS PROMOTION:

- YOU WARRANT TO SPONSOR THAT YOU MEET THE SWEEPSTAKES' ELIGIBILITY REQUIREMENTS AND PROVIDE YOUR FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.
- YOU GIVE YOUR EXPRESS PERMISSION TO BE CONTACTED BY SPONSOR, BRAND, AND/OR THE NAPBL AND/OR MLBAM BY TELEPHONE, EMAIL OR POSTAL MAIL FOR SWEEPSTAKES' PURPOSES.
- YOU AGREE THAT ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, PARTICIPANT'S RIGHTS AND OBLIGATIONS, OR THE RIGHTS AND OBLIGATIONS OF THE SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES.
- YOU AGREE TO THE JURISDICTION AND VENUE OF THE FEDERAL, STATE AND LOCAL COURTS LOCATED IN CHARLOTTE, NORTH CAROLINA, UNLESS THIS CHOICE OF JURISDICTION AND VENUE IS RESTRICTED OR PROHIBITED BY LAW.
- EXCEPT WHERE PROHIBITED, YOU AGREE THAT: (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS

PROMOTION OR THE SWEEPSTAKES PRIZE WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (II) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS ARE LIMITED TO ACTUAL YOUR OUT-OF-POCKET COSTS BUT IN NO EVENT ATTORNEYS' FEES; AND (III) UNDER NO CIRCUMSTANCES ARE YOU PERMITTED TO OBTAIN AWARDS FOR AND YOU HEREBY WAIVE ALL RIGHTS TO (A) CLAIM INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND (B) HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

- YOU RELEASE AND HOLD HARMLESS SPONSOR, BRAND, THE NAPBL ENTITIES, THE MLB ENTITIES 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 PROMOTION, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND SUCCESSORS AND/OR ASSIGNS OF EACH (COLLECTIVELY, "**PROMOTION PARTIES**") FROM ANY DAMAGE, PHYSICAL HARM, INJURY, LOSS OR LIABILITY, DUE IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, ARISING FROM OR RELATED TO PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE, USE OR MISUSE OF A PRIZE.
- BY ACCEPTING A PRIZE, YOU AGREE TO USE BY SPONSOR, THE NAPBL ENTITIES, MLBAM AND EACH OF THEIR RESPECTIVE DESIGNEES OF YOUR NAME, ADDRESS, LIKENESS, STATEMENTS, BIOGRAPHICAL INFORMATION, VOICE AND PRIZE INFORMATION FOR PROMOTIONAL PURPOSES (INCLUDING THE WINNER'S LIST) IN ANY MEDIUM WORLDWIDE WITHOUT ADDITIONAL COMPENSATION, CONSIDERATION, PERMISSION OR NOTIFICATION TO THE EXTENT PERMITTED BY LAW.

10. GENERAL TERMS OF PARTICIPATION: This Sweepstakes is void outside the 48 contiguous United States and where prohibited or otherwise restricted by law. All applicable federal, state and local laws and regulations apply. Promotion Parties are not responsible for: late, lost, incomplete, undeliverable, misaddressed or misdirected entries, mail or other communications; errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, mobile devices and other communications devices, software and their settings; or corruption, theft, destruction or other unauthorized access to or alteration or loss of Promotion-related data and materials outside Sponsor's reasonable control. Sponsor will not accept screen shots or other evidence of participation or winning in lieu of its validation process. Any participation that occurs after the Promotion system has failed for any reason is deemed void. Sponsor reserves the right to restrict participation from any IP or MAC address or device if suspicious activity is detected or suspected. Sponsor assumes no responsibility for undeliverable emails resulting from any form of active or passive email filtering by a user's Internet service provider or for insufficient space in user's email account to receive email. Promotion Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Promotion. Sponsor reserves the right, at its sole discretion, to modify, terminate or suspend this Promotion if for any reason this Promotion cannot be conducted as designed or intended. If Sponsor modifies, terminates or suspends this Promotion, Sponsor will post a notice at <https://homerunrecipes.com> and, if time and circumstances allow, determine procedures for awarding prizes. Sponsor reserves the right, at its sole discretion, to disqualify any participant from this Promotion (or any other promotion conducted by Sponsor or any of its affiliates) if his or her fraud or misconduct disrupts the intended execution of this Promotion. Sponsor also reserves the right to correct errors or inconsistencies in promotional materials or in the

announcement of prizes. If Promotion-related promotional materials and these Official Rules are inconsistent, then the Official Rules shall govern with respect to this Promotion. Sponsor undertakes no liability or responsibility, and makes no warranties, express or implied, with respect to any failure to perform or negligent performance of any service provider assisting with execution of this Promotion. **CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. SPONSOR'S PRIVACY POLICY. Personal information submitted in connection with this Promotion is governed by Sponsor's privacy policy available at <http://activatebam.com/privacy-policy/>. Sponsor will share participants' email address with Brand as described in Sponsor's Privacy Policy. You can opt out of the Brand's marketing emails at any time by following the instructions in each email.

12. WINNERS LIST. For the winners list, please send a self-addressed, stamped envelope that is postmarked by September 30, 2019 and received by Sponsor no later than October 4, 2019, with a written request to: Bush's "Home Run Recipes" Sweepstakes, 7201 Caldwell Rd, Harrisburg, NC, 28075. Winners list is sent after the winner notification and verification processes are complete. For protection of winner's privacy, only a winner's first name, first initial of last name and state of residence is list in the winners list.

13. NAPBL AND MLB ENTITIES.

"NAPBL Entities" means 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, MiLB Enterprises LLC, MiLB Enterprise Holdings LLC, Minor League Baseball Charities, 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, agents, partners, and members of those entities.

"MLB Entities" means 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 ("**MLB 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 MLB Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

14. SPONSOR. This Promotion is sponsored by Brand Activation Maximizer LLC, 7201 Caldwell Rd, Harrisburg, NC, 28075.

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