

The 2016 Tesoro Baseball Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VALID IN THE UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY, AND VOID WHERE PROHIBITED BY LAW.

1. **ELIGIBILITY:** To enter the Sweepstakes, you must, at the time of entry, (i) be a legal citizen of the United States or the District of Columbia, (ii) be 18 years of age or older, (iii) be physically located in the 48 contiguous United States or the District of Columbia. Sweepstakes is void where prohibited by law. Entries received from persons residing outside of the eligible geographic areas, or where restricted or prohibited by law, or persons who are not legal U.S. citizens will be disqualified. Employees, officers, and directors of the 4S Ranch and/or Arsenal SD organization ("**Sponsor**"), AccelRaise, LLC., their advertising and promotion agencies, and their respective parent companies, affiliates, franchisees, subsidiaries, and agencies (collectively, the "**Sweepstakes Entities**"), and their immediate families (parents, siblings, children, and spouses of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers, and directors, are ineligible to participate in this Sweepstakes.
2. **ENTRY PERIOD:** The 2016 Tesoro Baseball Sweepstakes ("**Sweepstakes**") begins at 8:00 a.m. (Pacific Time ["PT"]) on September 7, 2016, and ends at 5:00 p.m. PT on October 15, 2016 ("**Sweepstakes Period**").
3. **HOW TO ENTER:** To be automatically entered into the Sweepstakes, visit <https://tesoro.accelraising.com/event> from a computer, tablet, or Smartphone during the applicable Entry Period and make a donation to a 4S Ranch or Arsenal SD player of your choice. No purchase is necessary however, so you may also enter the sweepstakes by printing the entry form for the Sweepstakes (the "**Entry Form**"). Then complete the Entry Form in its entirety by providing all required information and submit your Entry Form in accordance with the directions during the applicable Entry Period (hereafter referred to as "**entry**" or "**entries**"). There is a limit of one entry per person and per email address during the entry process; entrants may only register one time. Any use of automated, robotic, macro, programmed, or similar quick-entry programs, attempts to exceed the maximum number of entries permitted, or use of more than one (1) email address per entrant, is prohibited and will result in disqualification. In the event of a dispute as to the identity of an entrant, the entrant will be deemed to be the person named in the Entry Form for the entry. Neither Sponsor nor Sweepstakes Administrator will correspond regarding receipt of entries. All entries submitted become the sole property of Sponsor and will not be returned.
4. **SELECTION AND NOTIFICATION OF WINNER:** The Sweepstakes Administrator will conduct a random drawing on or about the date from among all eligible entries received during the applicable Entry Period in order to select a winner. Odds of winning depend on the number of eligible entries received during the corresponding Entry Period. Winner will be notified by phone and/or email, at Sweepstakes Administrator's sole discretion. If the Sweepstakes Administrator

attempts to contact a potential winner via telephone and cannot engage in a live conversation with the potential winner within a twenty-four (24) hour period from the first notification attempt then such person may be disqualified and an alternate winner may be selected via a random drawing, if time permits. Although the Sweepstakes Administrator may, in its sole discretion, choose to leave a message or messages on a potential winner's voicemail service or answering machine, such messages are solely to facilitate live contact within the twenty-four (24) hour period and do not constitute a "live conversation" for purposes of these Official Rules. If the Sweepstakes Administrator attempts to contact a potential winner via email, then such potential winner must respond to such email, and provide all requested information, within the time specified in the email or such person may be disqualified and an alternate potential winner may be selected via a random drawing, if time permits. All notification requirements, as well as other requirements within these Official Rules, will be enforced. Limit one prize per person per household.

5. **PRIZE:** Prize will be a cash prize of \$1,000 minimum. Odds of winning are determined by the number of entries received.
6. **RELEASES/TAXES:** By participating in the Sweepstakes, participants agree to release, discharge, and hold harmless the Sweepstakes Entities from any and all injuries, liability, losses, and damages of any kind resulting from participation in the Sweepstakes or acceptance, use, or misuse of any prize including, without limitation, personal injury, death, and property damage. Each potential winner may be required to execute and return an Affidavit of Eligibility, which includes a Liability Release and a Publicity Release (except where prohibited) (collectively, "**Affidavit/Release**"). If a potential prizewinner is deemed a minor in his/her state of residence, then the parent/legal guardian of such minor must also sign any documents required herein. The Affidavit/Release and any Liability and Publicity Releases must be returned by the deadline established in such documents. If a potential winner fails to return such documents within the time required, then the potential winner may be disqualified and an alternate potential winner may be selected via a random drawing by the Sweepstakes Administrator, time permitting. All federal, state, local, or other tax liabilities, including but not limited to income taxes or like amounts in connection with a winner's award, acceptance, or use of a prize arising from this Sweepstakes will be the sole responsibility of each winner. The winner will be issued an IRS form 1099 for the value of their prize if applicable.
7. **DISQUALIFICATION:** If an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then such entrant will be disqualified. If a prize, prize documentation, or prize notification is returned as undeliverable or unclaimed, this will result in disqualification. In the event an entrant is deemed ineligible or disqualified for any reason under the provisions of the Official Rules, then an alternate potential winner will be selected via a random drawing from among all eligible entries received during the appropriate Entry Period, if time permits.

- 8. PRIVACY:** Except where prohibited by law, participation in this Sweepstakes and/or acceptance of a prize constitutes permission for the Sponsor to use the entrant's name, photograph, likeness, statement, biographical information, voice, and address (city and state) on a worldwide basis and in all forms of media, in perpetuity and without further compensation or limitation in connection with this Sweepstakes. Entry in the Sweepstakes constitutes consent to the transfer of the personal information collected from the entrant to the Sponsor for the purposes of administering the Sweepstakes and for such other purposes to which entrant may consent as outlined herein or on the Sweepstakes website. All information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with the privacy policy of the Sponsor located at <https://app.accelraising.com/privacy>. More specifically, Sponsor may collect information that you provide to enter the Sweepstakes and will use personal information you provide to enter the Sweepstakes to actually conduct the Sweepstakes. Sponsor will provide the personal information you provide to enter this Sweepstakes to third party fulfillment companies only to administer the Sweepstakes and deliver prizes to winners.
- 9. SWEEPSTAKES CONDITIONS:** By entering, each entrant agrees: (a) to be bound by these Official Rules and any other documents required by Sponsor herein and by the decisions of the Sponsor, and to waive any right to claim ambiguity in this Sweepstakes, the Official Rules, or any other documents required by Sponsor herein; (b) to indemnify, defend, and hold harmless the Sweepstakes Entities and their respective officers, directors, employees, shareholders, representatives, and agents (collectively, the "**Released Parties**"), from and against any and all liability, claims, losses, damages, demands, causes of action, penalties, and expenses arising out of or related to any statement, action, or failure to act by entrant during or in connection with his/her participation herein and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor and; (c) not to sue and to hereby irrevocably and unconditionally release, waive, and forever discharge the Released Parties, from any and all liabilities, claims, and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which entrant (or entrant's successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss, or any other harm resulting in whole or in part, directly or indirectly, from (i) participation in the Sweepstakes or any Sweepstakes related activity; (ii) the acceptance, possession, misuse, or use of the prizes; (iii) the use of any of the rights granted herein (including, without limitation, the use and exploitation of the entrant's name, address [city and state], biographical information, statements, voice, photograph, and/or other likeness); (iv) any malfunction or other problem with the Sweepstakes website; (v) any error in the collection or retention of entry information, and (vi) any typographical or other error in the printing, offering, or announcement of any prize.
- 10. LIMITATIONS OF LIABILITY:** The Sweepstakes Entities are not responsible for lost, late, stolen, misdirected, undeliverable, or incomplete entries due to system errors or failures or faulty transmissions or other telecommunications malfunctions; and/or entries not received resulting

from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, or garbled computer or telephone transmissions, typographical or system/human errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, cable connections, or satellite transmissions, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on the Internet or at a website, or any combination thereof, including other telecommunication, cable, digital, or satellite malfunctions which may limit an entrant's ability to participate. The Sweepstakes Entities are also not responsible for any malfunction of the entire Sweepstakes website or error in the collection, processing, or retention of entry information.

11. TERMINATION/SUSPENSION/MODIFICATION OF SWEEPSTAKES: If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to terminate, modify, or suspend the Sweepstakes and to select the winner by conducting a random drawing from those eligible entries received up to the time of the termination/suspension. Sponsor may also disqualify or prohibit an entrant from participating in the Sweepstakes or winning a prize in this or any other promotion conducted by Sponsor if, at its sole discretion, it determines that said entrant has violated the Official Rules or has threatened or is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick-entry programs), or intending to annoy, abuse, threaten, or harass any other entrants, Sponsor or Sponsor representatives. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

12. DISPUTES: This Sweepstakes is subject solely to the applicable federal, state, and local laws of the United States; provided, however, that except where prohibited, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal or state courts located in the Los Angeles, California, area; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and questions concerning the

construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

13. RULES/WINNERS LIST: To receive a list of the winners or an additional copy of these Official Rules, send a self-addressed, stamped envelope by October 28, 2016, to: 2016 4S Ranch Soccer Sweepstakes, c/o Accelraise, LLC. 41 Bedstraw Loop, Ladera Ranch, CA 92694. Please specify "Rules" or "Winners List." Vermont residents may omit return postage. You may also view the Official Rules at <https://tesoro.accelraising.com/event/Sweepstakesrules> .

14. SPONSOR: Tesoro High School Baseball Boosters 1 Tesoro Creek Rd, Rancho Santa Margarita, CA 92688

15. SWEEPSTAKES ADMINISTRATOR: Tesoro High School Baseball Boosters 1 Tesoro Creek Rd, Rancho Santa Margarita, CA 92688

16. Any third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes. You are providing your information to the Sponsor and the information you provide will only be used in accordance with the Official Rules of this Sweepstakes.