

## **MLB.com College Challenge Official Rules (the "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 REGISTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

The object of the MLB.com College Challenge (the "Competition") is to submit an original solution (the "Submission") to sports-themed technology problem or problems (the "Problem(s)") provided to Participants (defined below). Staff members of MLB Advanced Media, L.P. ("Judges") will select the most compelling Submission in accordance with these Official Rules and based upon criteria set forth in the Judging section below to determine the Winning Team (defined below).

### **ELIGIBILITY**

The Competition is open only to Syracuse University students currently enrolled full-time as of October 3, 2016, who complete the registration form located at <https://ischool.syr.edu/MLB> during the Registration Period (defined below), execute the License, Assignment and Release in connection with the completion of the registration form, and join a team ("Team") of at least two (2) and not more than four (4) other eligible Participants who have also registered and executed the License, Assignment and Release. Note: each Team must include at least one (1) current full-time Syracuse University student who is enrolled in at least one (1) graduate or undergraduate School of Information Studies course during the Fall 2016 semester. No other person(s) are eligible. No employees, spouses or family members of MLB Advanced Media, L.P. ("MLBAM" or "MLB.com" or "Sponsor") or the other MLB Entities are eligible to participate. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("Clubs"), MLBAM, Major League Baseball Properties, Inc., BAMTech, LLC, The MLB Network, LLC, 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 Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. The Competition is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

### **COMPETITION PERIOD**

The Competition runs from November 10, 2016, at 10:00:01 AM Eastern Time ("ET") and ends on November 11, 2016, at 7:59:59 PM ET.

### **HOW TO REGISTER**

You may register to participate in the Competition during the period beginning at 10:00:01 AM ET on October 3, 2016, and ending at 11:59:59 PM ET on November 4, 2016 (the "Registration Period"). To register, you must log on to

<https://ischool.syr.edu/MLB> during the Registration Period and register by filling out the required fields on the online registration form. All registrations must include a valid e-mail address for the Participant. In addition, you must execute and return the License, Assignment and Release provided with registration to Julie Walas in Room 111, Hinds Hall, School of Information Studies during the Registration Period to be eligible. If you are eligible, by submitting all required information you will be entered in the Competition and be a "Participant." Limit one (1) Submission per Team and per Participant per Team. In case of multiple Submissions received from any Participant per Team or Team, only the first Submission received from such Participant per Team or Team will be considered.

### **SUBMISSION REQUIREMENTS**

The content and complexity of Submissions, as well as the format, will vary depending on the Problem. Online entry only. No other method of entry will be accepted. Participants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Submission.

All information submitted by Participants is subject to, and will be treated in a manner consistent with, MLB.com's Terms of Use accessible at: [http://mlb.mlb.com/mlb/official\\_info/about\\_mlb\\_com/terms\\_of\\_use.jsp](http://mlb.mlb.com/mlb/official_info/about_mlb_com/terms_of_use.jsp) and Privacy Policy accessible at: [www.mlb.com/privacy](http://www.mlb.com/privacy). Participants must fully complete and submit all non-optional data requested on the online Submission entry form. Incomplete Submissions and Submissions that do not comply with the Content Restrictions or otherwise with these Official Rules will be void, eliminated and not eligible for consideration.

### **JUDGING**

The Judges will judge all eligible Submissions to determine the most compelling Submission based on the following judging criteria: business feasibility (25%), user interface and quality of experience (25%), innovation and uniqueness (25%) and presentation (25%). On or about November 11, 2016, the most compelling Submission as determined by the Judges will be deemed the winning Submission (the "Winning Submission"). Subject to verification of compliance with the terms of these Official Rules, the eligible Team that submitted the Winning Submission, as determined by the Judges, will be declared the official winning Team (the "Winning Team") and the eligible Participants who are members of the Winning Team will be declared the official Prize winners (the "Prize Winners"). In the event of a tie, the creativity score will be used as the tiebreaker.

### **PRIZES**

Each Prize Winner will receive (a) select MLB.com Shop item(s) as determined by MLBAM in its sole discretion; (b) roundtrip ground transportation between Syracuse, NY and New York, NY; (c) ground transportation in New York, NY to/from restaurant, hotel and MLBAM's office; (d) the opportunity to participate in in-person meeting(s) (including lunch as provided by MLBAM) to discuss your Submission with select MLBAM personnel at MLBAM's office in New York, NY on a date to be determined by MLBAM in

its sole discretion; (e) dinner in New York, NY on the night prior to the meeting at a restaurant to be determined by MLBAM in its sole discretion; and (f) one (1)-night hotel accommodation at a hotel in New York, NY to be determined by Sponsor at its sole discretion (each a "Prize" and collectively, the "Prizes"). (Estimated Retail Value of each Prize: \$350.00.)

The Prizes are non-transferable and non-assignable, with no cash redemptions except at MLBAM's sole and absolute discretion. MLBAM reserves the right to substitute any Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Each Prize Winner agrees to comply with all applicable MLBAM office regulations in connection with the Prize. MLBAM reserves the right to remove or to deny entry to any Prize Winner who engage(s) in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the MLBAM office and/or meeting(s). Released Parties (as defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the meeting(s).

Each Prize Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including but not limited to additional transportation costs, additional meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of each individual Prize Winner. All prize details, including, without limitation, the exact nature and duration of the meeting(s) at MLBAM's office visit, are at the sole and absolute discretion of the MLBAM. Limit one (1) Prize per person per Team.

### **COMPETITION ADMINISTRATION**

MLBAM will be responsible for resolving any disputes and rules violations that arise in connection with the Competition. MLBAM's computer will be the official clock of the Competition. All decisions by MLBAM regarding the Competition shall be final and binding in all respects.

### **LICENSE, ASSIGNMENT AND RELEASE**

All eligible Participants must execute the License, Assignment and Release provided in connection with registration, which License, Assignment and Release is hereby incorporated into these Official Rules.

### **CONTENT RESTRICTIONS**

Participants must not include any of the following content (the "Content Restrictions") in any Submission: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on the MLB Entities, their owners and employees, or the game of baseball; (g) tobacco, alcohol or

drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) 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; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the Submission is created. Any Submission that does not comply with the foregoing, in the sole discretion of MLBAM, will be disqualified and eliminated from consideration.

## **NOTIFICATION**

The potential winning Team will be notified at School of Information of Studies and/or via e-mail (in MLBAM's sole discretion) on or about November 11, 2016 (the "Prize Notification").

## **GENERAL CONDITIONS**

By participating in the Competition, each Participant (a) accepts and agrees to be bound by these Official Rules, including all eligibility requirements, the MLB.com Privacy Policy and MLB.com Website Terms of Use; and (b) gives his/her express permission to be contacted by MLBAM and/or its representatives for Competition administration purposes.

All applicable federal, state, provincial and local laws and regulations apply. MLBAM's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The MLB Entities, Syracuse University, Apple, Inc. and each of its 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 entries, for incorrect, inaccurate or incomplete entry information whether caused by a Participant, equipment, or technical malfunction or for any human error, technical error or malfunctions.

Released Parties are not responsible for any technical, computer, network, typographical, printing, human or other errors relating to or in connection with this Competition, including, without limitation, errors or problems which may occur in connection with the offer or administration of this Competition, the processing of entries or registrations, the tabulation of scores, the cancellation of games or any errors appearing in any Competition related-materials including, but not limited, to errors in advertising, the Official Rules, the selection and announcement of Prize Winners or the distribution of the Prizes. MLBAM reserves the right to modify these Official Rules for

clarification purposes without materially affecting the terms and conditions of the Competition.

Released Parties make no warranties, express or implied, relative to the use or enjoyment of any Prize (or any portion thereof) including, without limitation, its quality, merchantability or fitness for a particular purpose. By entering the Competition, each Participant agrees to indemnify, hold harmless and fully release the Released Parties from any and all claims, demands, losses, promises, causes of action and/or liabilities for any injuries, losses, death, or damages of any kind caused, directly or indirectly, in whole or in part, by participation in, or preparation for, the Competition, Competition-related activity, Participant's Submission, or resulting from the acceptance, possession, quality, use or misuse of any Prize (or any portion thereof), including any travel or activity related thereto.

If the Competition is not capable of running as planned for any reason, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, cancellation of games, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Competition, MLBAM reserves the right at its sole and absolute discretion, to cancel, terminate, modify or suspend the Competition, to disqualify any individual who tampers with the entry process, and, if terminated, to determine the Prize Winners, if any, from among all eligible, non-suspect Submissions submitted up to the point of termination.

Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, wireless, Internet Service Provider (ISP) or lines, computer systems, servers, or providers, computer equipment, software, malfunctions of wireless devices, wireless service problems, cellular tower equipment, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website or wireless service congestion, 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 Competition.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS COMPETITION OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, MLBAM WILL DISQUALIFY ANY PARTICIPANT RESPONSIBLE FOR THE ATTEMPT AND MLBAM AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of dispute as to the identity or eligibility of any potential Prize winner based on an e-mail address, the winning Submission will be declared made by the Authorized Account Holder of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address.

In the event that the Competition is challenged by any legal or regulatory authority, MLBAM reserves the right to discontinue or modify the Competition, or to disqualify Participants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any Participants who are disqualified due to such an action.

As a condition of entering this Competition, each registrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Competition, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in New York County, New York before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (ii) under no circumstance will registrant be permitted to obtain awards for, and registrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of New York, U.S.A, applicable to contracts entered into and performed exclusively in that State.

Apple, Inc. is not a sponsor of, or responsible for conducting, the Competition.

The Competition is a skill Competition. This Competition may not be used for, or in connection with, any form of gambling.

#### **PRIZE WINNER INFORMATION**

For a list of the Prize Winners' names, mail a request and a self-addressed, stamped envelope to be received by December 31, 2016, to: MLB.com College Challenge Winners' List c/o MLB Advanced Media, L.P., 75 Ninth Avenue, New York, NY 10011.

#### **SPONSOR**

The Sponsor of this Competition is MLB Advanced Media, L.P., 75 Ninth Avenue, New York, NY 10011.

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