

The New York Yankees Tampa Foundation, Inc.
50/50 Raffle Official Rules

NO CONTRIBUTION OR PURCHASE NECESSARY TO ENTER OR TO WIN. The New York Yankees Tampa Foundation, Inc. (“Sponsor”), the official Florida charity of the New York Yankees Partnership (“Yankees”) and a Section 501(c)(3) tax-exempt organization, is sponsoring a single-prize chance drawing (“Raffle”) to be conducted at certain 2022 Yankees Spring Training home games (each, a “Game”) played between March 21, 2022 and April 5, 2022 (the “Raffle Period”) at George M. Steinbrenner Field (“GMS Field”), 1 Steinbrenner Drive, Tampa, Florida 33614, during a designated time period at each Game (the “Entry Period”). The Entry Period will begin approximately two (2) hours before the GMS Field gates open to the public for that particular Game and will end at the conclusion of the 6th inning of that Game. If for any reason the Entry Period for a particular Game commences but the Game gets postponed or cancelled prior to the conclusion of the 6th inning, then the Entry Period shall be deemed to have ended at such time as an announcement is made by the Yankees over the GMS Field Public Address System that the Game has been postponed or cancelled, and the drawing will be held at such time later that date as the Sponsor shall determine in its sole discretion. Game dates and times and gate opening times are determined in the sole discretion of the Yankees and are subject to change. If a scheduled Game is not played for any reason, there will be no Raffle conducted on the date of that Game.

ELIGIBILITY: At time of entry, entrants must be at least eighteen (18) years of age. Sponsor has the right to request photo identification from any person desiring to enter the Raffle. Raffle is void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Employees of Sponsor, Yankees, FSL Bomber Baseball, LLC (Tampa Tarpons), Legends Hospitality Holdings Company LLC and members of their immediate family and any unrelated residents of their household (including any roommates) are not eligible to enter or to win. “Immediate family” includes an employee’s spouse, parents, grandparents, children and employee’s siblings living in the same household.

TO ENTER: No purchase or contribution is necessary to enter or to win. To enter, an eligible entrant must request and receive in-person during the Entry Period from a designated representative of Sponsor an official raffle ticket (“Ticket”) for the Raffle to be conducted at that particular Game. Each Ticket will bear a unique identification number (“Ticket Number”) and those numbers shall be used to determine the winner of the Raffle. Tickets may only be obtained for the Raffle to be held at the Game on that date and may not be obtained for future Raffles. There are suggested minimum cash donations to Sponsor in connection with the receipt of Tickets (with the total amount of all such donations made during the Entry Period at that particular Game in connection with the receipt of Tickets, as determined by the Sponsor in its sole discretion, being hereinafter referred to as the “Raffle Proceeds”). Tickets may be obtained only at GMS Field during the Entry Period. Tickets will be available (i) at the stationary kiosk located on the main concourse next or near to the GMS Field Customer Service Desk (“Kiosk”), and (ii) from designated representatives of Sponsor who will be circulating from time-to-time on the outdoor plaza of GMS Field and throughout the interior concourses and the ‘suite level’ of GMS Field during the Entry Period with hand-held entry devices. Sponsor may also elect from time-to-time to designate other location(s) at which Tickets may be obtained with such other location(s), if any, where Tickets may be obtained during a particular Entry Period to also be available at the Kiosk.

There is a maximum of one (1) Ticket per eligible person per Entry Period if no donation is made by such person, with such Ticket to be obtained during the Entry Period at the Kiosk (photo identification will be required to be shown). If a person does not have or wish to purchase an admission ticket to a particular Game, a Ticket may be requested during the Entry Period at the Ticket Office of GMS Field, located next to the main lobby. Any person who obtained a Ticket in accordance with the provisions of the immediately preceding sentence can inquire in-person at the Ticket Office prior to the end of the Game with respect to which the Ticket was obtained as to whether he or she is the winner. Such inquiries must be made following the conclusion of the Entry Period, but prior to the end of the Game. Entering the Raffle, in and of itself, does not permit an entrant/raffle participant to enter GMS Field for the Game or for any other purpose. **A request for and receipt of a Ticket constitutes the entrant's full and unconditional agreement to and acceptance of these rules, terms and conditions, including all entry requirements.**

DRAWING AND NOTIFICATION OF PRIZE WINNER: The potential winner of the Raffle "Grand Prize" (as that term is defined hereinafter) will be selected by random drawing from all eligible entries received during the applicable Entry Period, with the drawing to be held at GMS Field, and the winning Ticket Number ("Winning Number") announced over the GMS Field Public Address System and shown on the GMS Field videoboard (collectively, the "Notifications"), at the conclusion of the 7th inning of the Game being played at GMS Field on that date. The holder ("Raffle Winner") of the ticket (the "Winning Ticket") bearing the Winning Number will be directed via the Notifications to bring the Winning Ticket to the Kiosk within ten (10) minutes (the "Gameday Delivery Time") of the conclusion of the Game (said time being determined by the Yankees in their sole discretion). Entrants need not be present to win. The Winning Number for each Raffle shall be posted ("Website Posting") at www.gmsfield.com on the day immediately following the Game at which the particular Raffle was held and shall remain posted throughout the "Claims Period" (as that term is defined hereinafter) or can be obtained by calling (813) 875-7753 ("Sponsor Telephone Number") during the Sponsor Business Hours and asking to speak to **Julie Kremer** ("Sponsor Representative"). In order to be eligible to claim the Grand Prize, the Raffle Winner must deliver the Winning Ticket to a Sponsor Representative either at the Kiosk prior to the expiration of the Gameday Delivery Time on the date of the Raffle with respect to which the Raffle Winner has the Winning Ticket, or during the Sponsor Business Hours at GMS Field within the time period (the "Claims Period") that ends at the close of Sponsor Business Hours on the date that is ten (10) calendar days after the Raffle was held with respect to which the Raffle Winner has the Winning Ticket (provided, however, that if such tenth day falls on a Saturday or a Sunday, then the Claims Period shall be extended such that the Raffle Winner shall have until the end of Sponsor Business Hours on the Monday immediately following such tenth day to deliver the Winning Ticket to a Sponsor Representative at GMS Field in order to be eligible to claim the Grand Prize). Any transportation required for the Raffle Winner to make delivery of the Ticket shall be the Raffle Winner's sole responsibility and will not be furnished or paid for by Sponsor.

Upon presentation of the Winning Ticket to Sponsor during the Claims Period and verification by Sponsor that it bears the Winning Number and is the authentic Winning Ticket (with the date upon which the Winning Ticket is presented to Sponsor being hereinafter referred to as the "Delivery Date"), the Ticket will be retained by Sponsor, the Raffle Winner shall provide his or her photo identification and one other form of identification as noted below, mailing address ("Mailing Address") and telephone number, and Sponsor shall provide the Raffle Winner with written

verification that he or she has won the Raffle. The Raffle Winner will be required to execute and deliver to Sponsor an Affidavit of Eligibility and Liability/Publicity Release provided by Sponsor and in a form acceptable to Sponsor in its sole discretion and a W-9 tax form (and the Winner must provide Sponsor with two forms of identification satisfying the requirements necessary to complete the W-9 as set forth in the W-9 instructions; or if a foreign individual, Raffle Winner must provide a W-8BEN tax form) at the time the Raffle Winner delivers the Winning Ticket to Sponsor. Upon compliance with the foregoing provisions, Sponsor shall mail a check in payment of the Grand Prize, less the "Withholding Amount" (as that term is defined hereinafter), if any, to the Raffle Winner at the Mailing Address within thirty (30) days after the Delivery Date. If the Grand Prize was more than Six Hundred and XX/100 Dollars (\$600) and at least three hundred (300) times the amount of the wager, the Raffle Winner will receive on or before January 31st of the immediately following calendar year a federal income tax form W-2G (or, if a foreign individual, a 1042-S) setting forth the amount of the Grand Prize and the Withholding Amount (if any).

Sponsor will award the Grand Prize only upon verification of the Raffle Winner and the Winning Ticket in Sponsor's sole discretion. Decisions by Sponsor as to Raffle Winner eligibility and acceptance or disqualification will be final and binding. If the potential winner has not complied with these Official Rules, including the delivery of the Winning Ticket, the provision of his or her photo identification and another acceptable form of identification, Mailing Address and telephone number, and the execution of the Affidavit of Eligibility and Liability/Publicity Release and W-9 tax form (or if a foreign individual, a W-8BEN) during the Claims Period, the Grand Prize will be forfeited and shall be retained by Sponsor. In the event the potential winner does not accept the Grand Prize, is disqualified for any reason or fails to comply with these Official Rules, the Grand Prize will be forfeited and shall be retained by Sponsor. Upon prize forfeiture, no compensation will be given to the potential winner. Failure of any potential winner to sign any requested document or failure of any potential winner to comply with any terms in these Official Rules may disqualify the winner in the Sponsor's sole discretion and the potential winner may forfeit the Grand Prize.

If no one presents the Winning Ticket to Sponsor prior to the end of the Claims Period in accordance with the procedures set forth above, the Grand Prize will be forfeited and shall be retained by Sponsor. The Grand Prize will not be awarded to any other person. Sponsor will not be required to attempt to notify or locate the holder of the Winning Ticket in any manner other than by making the Notifications and making the Website Posting. Sponsor also will not be responsible if the holder of the Winning Ticket leaves the Game before the Notifications are made, is not in his or her seat when the Notifications are made, does not hear or see the Notifications, does not check the Website Posting or call the Sponsor Telephone Number, is otherwise unaware that he or she has the right to collect the Grand Prize or does not present the Winning Ticket at one of the designated locations within the required time as set forth in these Official Rules. If the holder of the Winning Ticket attempts to deliver the Winning Ticket to Sponsor and collect the Grand Prize at a later time or date, he or she will be notified that the Grand Prize has been forfeited.

GRAND PRIZE: The holder of the winning Ticket shall be entitled to receive, upon compliance with these Official Rules, the greater of: (a) fifty percent (50%) of the net Raffle Proceeds; or (b) Fifty Dollars (\$50.00) (the "Grand Prize"). "Net Raffle Proceeds" shall mean total Raffle Proceeds

for the applicable Game less (i) any contractually-agreed upon royalty payments (*e.g.*, in connection with the use of third party purchasing technology), (ii) any costs or expenses associated with the operation of the Raffle and/or the Game and (iii) the Withholding Amount (as defined below), if any. Sponsor is required by law to withhold and remit to the Internal Revenue Service on the Winner's behalf an amount equal to twenty-five percent (25%) of the Grand Prize (such amount being referred to herein as the "Withholding Amount") if the Grand Prize is greater than Five Thousand and XX/100 Dollars (\$5,000.00) and if the Winner is a citizen or resident alien of the United States with a Social Security Number (different rules as promulgated by the Internal Revenue Service apply for nonresident aliens and for resident aliens and citizens of the United States who do not have a Social Security number). In the event that Winner, on the date that the Grand Prize is claimed, has an outstanding, past-due balance with GMS Field (or any of its related entities), Sponsor is authorized to withhold up to one hundred percent (100%) of the Grand Prize in settlement of all or a portion of such outstanding debt, as applicable. For purposes of clarification, Sponsor will withhold only that amount necessary to satisfy the outstanding debt. Any and all remaining Grand Prize amounts shall be issued to Winner in accordance with the terms and conditions of these Official Rules.

PRIZE RESTRICTIONS AND ODDS: The Grand Prize is not transferable or assignable and cannot be substituted for another prize. Any and all taxes, fees and other costs including, but not limited to, federal and, if applicable, state and local income and withholding taxes that may arise and be due or asserted on the value of the Grand Prize, are the sole responsibility of the Raffle Winner. Odds of winning the Grand Prize depend on the number of eligible entries received.

PUBLICITY RELEASE: The Raffle Winner agrees that acceptance of the Grand Prize grants to Sponsor, the Yankees and each of their respective related entities, the right to print, publish, broadcast and use world-wide and in perpetuity, in any media now known or later developed, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information for any purpose, including, but not limited to, in advertisements, publicity and other communications without additional compensation, except where prohibited by law.

RELEASE: As a condition of entering the Raffle and by accepting a Ticket, each entrant agrees that: (1) under no circumstances will the entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than actual out-of-pocket expenses, if any; (2) all causes of action arising out of or connected with the Raffle or any prizes awarded shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and costs. BY ENTERING THE RAFFLE, THE RAFFLE WINNER AGREES TO RELEASE, DISCHARGE AND HOLD HARMLESS THE NEW YORK YANKEES TAMPA FOUNDATION, INC., MAJOR LEAGUE BASEBALL, NEW YORK YANKEES PARTNERSHIP, FLORIDA STATE LEAGUE, FSL BOMBER BASEBALL, LLC (TAMPA TARPONS), YANKEE GLOBAL ENTERPRISES, LEGENDS HOSPITALITY HOLDINGS COMPANY LLC, TAMPA SPORTS AUTHORITY, HILLSBOROUGH COUNTY, ASCENDFS DELAWARE, INC. AND EACH OF THEIR RESPECTIVE TEAMS, PARTNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING

DEATH AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE RAFFLE OR THE ACCEPTANCE, USE, MISUSE, NON/USE OR POSSESSION OF THE GRAND PRIZE OR ANY PRIZE-RELATED ACTIVITY.

DISCLAIMER: Sponsor is not responsible for any errors which may occur in connection with the administration of the Raffle, the processing of entries, the Notifications, the Website Posting, any other announcements or telephone or in-person conversations relating to the Raffle or in any Raffle-related materials. The Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend any Raffles should Sponsor determine, in its sole discretion, that any virus, bug, unauthorized human intervention or other causes beyond its control have corrupted or affected the administration, security, fairness or proper conduct of the Raffle. In such case, Sponsor will select the Winning Number from all eligible entries received prior to the aforesaid action taken by Sponsor. Sponsor is not responsible for, and reserves the right to correct, typographical, clerical or printing errors in any Raffle-related materials, including these Official Rules. Sponsor is not responsible or liable for any events beyond the control of Sponsor which may cause the Raffle to be stopped, including, but not limited to, any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, entries, nor is Sponsor responsible for any failure of any Ticket to be delivered on account of technical problems or human error, or any combination thereof. Sponsor may exclude, disqualify or terminate participation in the Raffle to any entrant who, in Sponsor's sole discretion: (a) ignores these Official Rules; (b) acts in a manner Sponsor determines to not be fair; (c) acts with an intent to annoy, threaten or harass any other entrant or the Sponsor; (d) acts in any other disruptive manner; or (e) tampers with the entry process. Sponsor will not replace any lost, mutilated or stolen Tickets. Sponsor reserves the right to make changes in the rules of the Raffle, which changes will become effective upon publication of revised Official Rules at www.gmsfield.com.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF ANY RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

CHOICE OF LAW AND JURISDICTION: Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants, the potential winner and Sponsor in connection with any Raffle, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that might otherwise cause the application of the laws of any jurisdiction other than the State of Florida. Any action seeking legal or equitable relief arising out of or relating to any Raffle or these Official Rules shall be brought only in the courts of the State of Florida located in Hillsborough County.

WINNER'S IDENTITY: For the name of the Grand Prize winner of any of the Raffles, send a self-addressed stamped envelope to The New York Yankees Tampa Foundation, Inc., Attn: 50/50 Raffle, George M. Steinbrenner Field, 1 Steinbrenner Drive, Tampa, Florida 33614.

SPONSOR: The Sponsor of the Raffle is The New York Yankees Tampa Foundation, Inc., George M. Steinbrenner Field, 1 Steinbrenner Drive, Tampa, Florida 33614. A copy of these Official Rules is available at the Kiosk during the Entry Period at each of the Games, at the aforesaid office address during the Sponsor Business Hours (which are Monday through Friday, 9:30 A.M. ET to 5:30 P.M. ET), at www.gmsfield.com and will be sent by mail if request is accompanied by a self-addressed, stamped envelope. A COPY OF SPONSOR'S OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE 1-800-HELP-FLA (435-7352). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE. These rules are Copyright protected. All Rights Reserved.

[END OF OFFICIAL RULES]