

FREDERICK KEYS  
TRIPLE PLAY THURSDAY PROMOTION  
CONDITIONAL PRIZE CONTEST  
**OFFICIAL RULES AND PARTICIPATION AGREEMENT**

Please read the following carefully. These Official Rules and Participation Agreement (the “**Agreement**”) govern your participation in the Conditional Prize Contest (“**Contest**”) (defined herein) sponsored by Attain Sports and Entertainment Frederick Keys, LLC (“**Sponsor**” or “**Frederick Keys**”), with its principal address at 21 Stadium Drive, Frederick, Maryland 21703. By participating in the Contest, you agree to these terms. If you do not agree to the terms, you must not participate in the Contest. You shall be referred to as “**you**” or “**Participant**” or “**Participants**” in this Agreement.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE PROMOTION IS ONLY INTENDED FOR PARTICIPANTS IN THE UNITED STATES. DO NOT PARTICIPATE IF RESIDING OUTSIDE THE UNITED STATES AT THE TIME OF ENTRY. VOID IN PUERTO RICO, US TERRITORIES AND WHERE OTHERWISE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY AS SET FORTH IN THE “GOVERNING LAW AND DISPUTES” SECTION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**Eligibility Requirements**

The Contest is only open to legal residents of the United States, including the District of Columbia and excluding Puerto Rico and US Territories, who are eighteen (18) years of age or older (except in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority), and have a valid e-mail address and internet access as of the time of entry (“**Participant**”).

**Governing Law and Disputes**

All federal, state and local laws and regulations apply. This Contest and these Official Rules will be governed by the laws of the State of Maryland. Any court of competent jurisdiction sitting in Frederick, Maryland, will have exclusive jurisdiction and venue for any dispute arising out of or relating to this Contest or these Official Rules. Participants expressly agree that (1) all disputes will be determined by a court of competent jurisdiction in Frederick, Maryland, and (2) that court will have personal jurisdiction over all parties to any dispute. Participants agree that any such dispute shall be conducted on an individual basis and therefore waive and relinquish any right they have to sue Sponsor as a class, consolidated or representative action. Participants each hereby waive the right to participate in any class action, whether in court or any alternative dispute resolution proceeding, including mediation or arbitration.

The remedy for any claim shall be limited to actual damages, and under no circumstances will any Participant be entitled to, and therefore expressly waive, relinquish and agree to have no claim to any punitive, exemplary, multiple, incidental or consequential damages of any type or nature including, but not limited to, attorneys’ fees and costs (including without limitation court and expert costs). Each Participant’s damages are expressly limited to only actual out-of-pocket expenses incurred in submitting an entry into the Contest.

### **Email Address Requirement**

All Participants must provide a valid e-mail address at the time of entry. If there is a dispute as to the identity or eligibility of an eligible Participant based on a disputed e-mail address, the winning eligible entry will be declared made by the “Authorized Account Holder” of the e-mail address submitted at the time of the entry. The “**Authorized Account Holder**” is the person to whom the applicable internet service provider or other organization (such as business or educational institution) has assigned the e-mail addresses for the domain associated with the submitted e-mail address.

### **Release and Disclaimer**

The Sponsor, and each of their 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 online entries, for incorrect, inaccurate or incomplete entry information whether caused by an eligible Participant, equipment, or technical malfunction or for any human error, technical error or malfunctions.

The Released Parties shall not be responsible for typographical or other human or technical errors in the offer or administration of this Contest, including but not limited to, errors in advertising, the Official Rules, the selection and announcement of the Grand Prize Winner or the distribution of the Grand Prize. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

**THE RELEASED PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY ENTERING THE PROMOTION, ALL PRIZE WINNERS AGREE TO HOLD HARMLESS AND FULLY RELEASE SPONSOR, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, TRUSTEES, SUBSIDIARIES, FRANCHISEES, LICENSEES, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL LIABILITY FOR ANY INJURIES, LOSSES, DEATH, OR DAMAGES OF ANY KIND CAUSED BY THE PRIZE OR RESULTING FROM THE ACCEPTANCE, POSSESSION, QUALITY, USE OR MISUSE OF THE PRIZE OR TRAVEL RELATED TO THE RECEIPT OR USE OF THE PRIZE.**

### **Right to Discontinue and/or Modify the Promotion**

If this Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest, or to disqualify eligible Participants residing in the affected geographic areas. In such event, the Sponsor shall have no liability to any Participants who are disqualified due to such an action.

If for any reason the Contest is not capable of running as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, theft, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest.

The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, misdelivery, loss or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, 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 Contest.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND EACH OF THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY PARTICIPANT RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**Additional Terms**

1. Frederick Keys will conduct the contest in accordance with the outcome of Frederick Keys baseball game on the following listed contest date(s), 6/5/25, 6/12/25, 6/26/25, 7/3/25, 7/31/25, 8/14/25 and 8/28/25 at location Nymeo Field at Harry Grove Stadium, for a chance to win the following grand prize:  
  
\$30,000.00 Cash
2. A Participant will be selected from all Participants entered in the Contest for a specific game date. The selected Participant shall be awarded the \$30,000.00 cash grand prize if a triple play is recorded during the Frederick Keys game. If a triple play occurrence is not recorded during the Frederick Keys baseball game, no grand prize will be awarded to the Participant who has been selected for that game.
3. One Entry Per Participant per game.
4. The following restriction will apply to the Contest:
  - (a) A triple play shall occur when (and only when) all three outs are recorded by the Frederick Keys during a single continuous play.
5. The following restrictions will apply to the execution of this Agreement:
  - (a) The game covered by this Agreement must be an official game. If the game is cancelled for any reason prior to becoming an official game all statistics are removed from the official score book; therefore, there will be no claims acknowledged based on this game.
  - (b) All outcomes must be recognized as an official play by the umpires at the game, the official scorer and applicable league office. Any outcome which is not ruled and recorded as an official play by the league resulting in one of the occurrences outlined in item 4 will not be eligible for a grand prize award.

- (c) Any change in the official scoring that would result in a winner under the terms and conditions of this Agreement must be completed prior to the completion of the game. ANY changes to the scoring following the completion of the game that would result in a winner under the terms of this Agreement will not be acknowledged and no claim will be paid.
  - (d) Any play which occurs as the result of a spectator who in any way interferes with an opposing player who is attempting to catch/field the ball (grabbing a player's arm, removing the ball from a player's glove, e.g.) will not constitute a winning play for this Agreement, irrespective of the official scoring of the play.
6. If there is a grand prize winner, the winner must come to the Frederick Keys at a mutually agreed date and time at least two weeks prior to the delivery of the grand prize.
  7. Current and Former Employees of the Frederick Keys, other related sponsors, and their immediate families, agents, successors, assignees may not participate and are not eligible for the grand prize. The term "immediate families" includes spouses, grandparents, parents, siblings, children, and grandchildren.
  8. Participants who have won another contest or promotion of any kind from the Frederick Keys within 30 calendar days before the game date are ineligible to win.
  9. Difficulties with getting to locations to enter the contest are not the responsibility of the Frederick Keys.
  10. As winner of the grand prize, you will be required to sign a release form before your prize will be awarded. You will be responsible for all applicable title fees, registration fees, and taxes including state, local, and federal and therefore must present a valid Social Security Card before claiming your prize.
  11. As a grand prize winner, you acknowledge that the Frederick Keys and Odds On Promotion have the right to, without further authorization, publicize your name, character likeness, photograph, voice, and the fact that you are a grand prize winner for promotional purposes without financial remuneration.
  12. There is no purchase necessary to enter or win the Contest. Void where prohibited.
  13. Grand prize winner will be randomly selected from all pre-game entries. Pre-game entry must be filled out by a ticketed holder to the corresponding promotional date of contest. Ticket holder must be in attendance when triple play occurrence takes place. Grand prize winner forfeits prize if they leave game prior to triple play occurring.
  14. There will be no substitution or cash alternatives for prizes. Participation in the Contest and the prizes awarded are non-transferable. Failure to collect the prize constitutes forfeiture of the prize. If forfeited, the prize will remain the property of the Frederick Keys. Another winner will not be selected.

15. The Frederick Keys reserve the right to make rule or contest changes without notice at any time. The Frederick Keys also reserve the right to change the aforementioned game dates without notice.
16. The decision of the Frederick Keys management in the interpretation of these rules is final. By participating, Participants agree to be bound by the decisions of the Frederick Keys, the Official Scorer these official rules and Agreement.
17. If the winner is found in violation of the rules, he/she may be required to forfeit his/her prize.
18. The Frederick Keys, their representatives, agencies, and employees are not responsible for any liabilities arising directly or indirectly from the award or use of the prize.
19. The Frederick Keys, their representatives, agencies, and employees are not responsible for any changes or difficulties in travel, lodging, ticket arrangements, or prize delivery.
20. This Contest is for the 2025 Frederick Keys Regular Season Only.