

## CornPac Trivia Contest (the "Contest")

### OFFICIAL RULES

**VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. TRAVEL NOT INCLUDED.**

**ELIGIBILITY:** To enter the Contest, you must be a legal resident of one of the 50 United States or the District of Columbia (the "**Eligible Territory**"), a participant in the NCGA Corn Congress event held in New Orleans from July 11, 2021 through July 14, 2021, and eighteen (18) years of age or older at the time of entry. Employees, and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) **and** members of the same household (whether or not related) of National Corn Growers Association ("**NCGA**" or "**Sponsor**"), the Universal Parties, the MLB Entities and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any other entity associated with the Contest are not eligible to participate or win a prize. "**MLB Entities**" means the Office of the Commissioner of Baseball ("**BOC**"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("**Clubs**"), MLB Advanced Media, L.P. ("**MLB**"), Major League Baseball Properties, Inc., 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 Contest is subject to all applicable laws, rules, and regulations. Void outside the Eligible Territory and where prohibited or restricted by law, rule, or regulation. Individuals who were past winners of any Salute to Service contest sponsored by the NCGA are not eligible to win (each, an "Ineligible Person").

Universal Pictures, a division of Universal City Studios LLC, and its parents, subsidiaries and affiliates (collectively, the "Universal Parties") are not responsible for the administration of the Contest, the collection of entries, selection of winners, or the fulfillment of prize. Any questions you have regarding the Contest should be directed to Sponsor and not to the Universal Parties.

**ENTRY PERIOD:** The Contest entry period begins on July 11, 2021 at 4:00 pm Central Time ("**CT**") and ends on July 14, 2021 at 1:00 pm CT (the "**Entry Period**").

**HOW TO ENTER:** Obtain a trivia card from event coordinators at the NCGA Corn Congress (the "**Event**") by donating \$50 or more to the CornPAC during the Entry Period and submit your completed trivia card to designated locations at the Event. Participants must read and consent to these Official Rules during the Contest entry process. Limit of four (4) entries per person/email address regardless of the amount contributed. All entries must be purchased and completed in the same transaction. Additional entries beyond the specified limit will be void.

**DETERMINATION OF WINNERS:** At the conclusion of the Entry Period, NCGA will determine the two (2) winners based on the number of correct answers. If there is a tie, the tie will be broken using additional trivia questions.

**PRIZE: Two (2) Prizes to Be Awarded.** Each winner will receive one (1) pair of tickets to the MLB at Field of Dreams baseball game played between the Chicago White Sox and the New York Yankees on August 12, 2021 in Dyersville, Iowa (approximate Retail Value ("**ARV**") of each prize: \$600; total ARV of all prizes: \$1200.) **TRANSPORTATION AND LODGING NOT INCLUDED.** No transfer or substitution of Prizes will be allowed. Should the game be cancelled for any reason, NCGA will NOT be obligated to offer a substitute prize.

**PRIZE CONDITIONS:** All prize details shall be determined in the sole and absolute discretion of Sponsor. Each winner is fully responsible for any and all applicable taxes (including income and withholding taxes). All costs and expenses associated with prize acceptance and use which are not specifically included in the prize description above, including but not limited to transportation, lodging, meals, gratuities, insurance, and other expenses, are the sole responsibility of the winner. The prize is non-transferable and non-assignable, with no cash redemptions except

at Sponsor's sole and absolute discretion. Sponsor 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. Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Each winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Major League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of any prize will govern in the event a legal game/event/exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Each winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor and the MLB Entities reserve the right to remove or to deny entry to any winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Major League Baseball game/event/exhibition. Major League Baseball game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game/event/exhibition ticket.

**CONSENT, LICENSE, AND RELEASE:** In exchange for the opportunity to participate in this Contest, and the possible use of Participant's Submission and/or possible appearance of Participant in an audio, visual, and/or multimedia production, the receipt of which opportunities shall be sufficient consideration for this Consent, License, and Release, each Participant does hereby:

- (1) consent to the collection by Sponsor and MLB (or their designees) of his/her personal information, including without limitation name, date of birth, address, telephone number(s), and email address(es) (the "**Personal Information**") in connection with the Submission;
- (2) acknowledge and agree, with respect to the Personal Information, that the MLB Entities shall have the right, subject to applicable law, to (i) incorporate certain of the Personal Information into the Submission and use such Personal Information as incorporated therein; (ii) analyze and use the Personal Information for any and all purposes, including without limitation sending the Participant advertising and promotional materials and for any other advertising, marketing, and promotional purposes; and (iii) to share the Personal Information with third parties for their advertising, marketing, and promotional purposes or for any other purposes;
- (3) acknowledge that Participant shall have no right of approval of any use of the Submission and the Personal Information as permitted hereunder;
- (4) agree that Participant shall use any copy of the Submission that he/she obtains solely for his/her personal, non-public, non-commercial use; and
- (5) indemnify, hold harmless and fully release the Released Parties (as defined below) 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 Contest, Contest-related activity, Participant's Submission, or resulting from the acceptance, possession, quality, or use or misuse of the prize (or any portion thereof, including any travel or activity related thereto), including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation, or infringement of rights of publicity or privacy.

Nothing herein will obligate the MLB Entities to make any use of any of the rights set forth herein. In the event that any individual appears with the Participant in the Submission but does not submit a separate Consent, License, and Release, the Participant hereby represents and warrants (a) that such individual has authorized Participant to agree to this Consent, License, and Release on his/her behalf (or, with respect to any individual under the legal age of majority in his/her jurisdiction of residence, that Participant is the parent and/or legal guardian of such individual,

with legal authority to act on behalf of such individual) and (b) that Participant agrees to this Consent, License, and Release on behalf of such individual.

**NOTIFICATION:** Each potential winner will be notified at the email address, postal address, and/or telephone number (as determined by Sponsor) provided at the time of entry (the "**Prize Notification**") and will be announced at the conclusion of the Event. In the event that any potential winner does not respond to Prize Notification within three (3) days of the date of issuance or declines the prize for any reason, a disqualification will result, the prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be chosen based on the next highest score among eligible entries. Each potential winner may be required to submit his/her valid social security number and/or other identification to Sponsor and may receive an IRS Form 1099 for any prize valued at \$600 or greater. Each potential winner may be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, a Release of Publicity, within five (5) days of the date of issuance. Failure to submit any identification required by Sponsor or to return any required documents within the specified time period, noncompliance with these Official Rules, or the return of Prize Notification or of the prize (or any portion thereof) as non-deliverable may result in the potential winner's disqualification and prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential winner to be chosen based on the highest score from among all remaining eligible entries.

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

**GENERAL CONDITIONS:** By participating in the Contest, each Participant (a) accepts and agrees to be bound by these Official Rules, including all entry requirements, and (b) gives his/her express permission to be contacted by Sponsor and/or its representatives for Contest administration purposes. Sponsor, The Universal Parties, the MLB Entities, Apple, Inc., Facebook, Inc., and each of their respective parents, affiliated companies, trustees, subsidiaries, franchisees, assignees, affiliates, licensees, telecasters, sponsors, 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**") are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due, or garbled entries, transmissions, email, or mail; lost, interrupted, or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections; availability, accessibility, miscommunications, or failures of computer, satellite, telephone, cable, or wireless transmissions or lines; computer hardware or software malfunctions, failures, or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines, telephone systems, wireless towers, or cellular tower equipment; any error, omission, interruption, defect, or delay in wireless or other transmission, processing, or communication; printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or other materials; cancellation or postponement of any Major League Baseball game/event/exhibition; or any other errors, problems, or difficulties of any kind, whether human, mechanical, electronic, or other, relating to the Contest, including, without limitation, errors or difficulties which may occur in connection with administration of the Contest, processing of entries, announcement of the winners, or any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users (e.g., hacking) or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer and/or wireless device related to or resulting from participating in this Contest or downloading materials from or use of the Contest website. Persons who tamper with or abuse any aspect of the Contest or website; attempt to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices; intend to annoy, abuse, threaten, or harass any other entrant or any representative of Sponsor and/or MLB; or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty, or representation of any kind concerning any prize (or any portion thereof) and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and MLB reserve the right, in their sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) in the event Sponsor is prevented from executing the Contest as contemplated herein by any event beyond Sponsor's control, including but not limited to: fire; flood; earthquake; explosion; public health epidemic or crisis; labor dispute or strike; act of God or public enemy; network or equipment failure; riot or civil disturbance; terrorist threat or activity; war (declared or undeclared); court order; or federal, state, or local government law, order, or regulation. Sponsor and MLB also reserve the right, in their sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes or events corrupt administration, security, fairness, integrity, or proper operation of the Contest. In the event of cancellation, Sponsor may elect to identify the winners and award the prizes by judging all non-suspect, eligible entries received up to the time of cancellation. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

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

Entries generated by a script, macro, or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry, provided he/she is eligible according to these Official Rules. The "**Authorized Account Holder**" is the natural person to whom the applicable ISP or other organization (such as a business or educational institution) has assigned the submitted email address for the domain associated with such email address.

**ARBITRATION; CLASS ACTION WAIVER:** As a condition of entering this Contest, each Participant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Contest or any prizes awarded (each, a "**Claim**") shall be (i) 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 (ii) settled by binding arbitration in New York County, New York before a single arbitrator appointed by JAMS 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 (b) under no circumstance will entrant be permitted to obtain awards for, and entrant 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.

By entering the Contest, each entrant further agrees that the Universal Parties assume no liability or responsibility resulting from such entrant's participation in or attempt to participate in the Contest, and will be held harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature whatsoever that in any way arise from entrant's participation in or attempt to participate in the Contest or acceptance or use or misuse of a prize or parts thereof. **TO THE EXTENT PERMITTED BY THE LAWS OF ENTRANT'S JURISDICTION, IN NO EVENT WILL ANY OF THE UNIVERSAL PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.**

**WINNER LIST:** For the winners' names, mail a request and a self-addressed stamped envelope to be received no later than ninety (90) days after the Judging Date to: CornPac Contest, c/o The National Corn Growers Association, 632 Cepi Space Dr., Chesterfield, MO 63005.

**SPONSOR:** The National Corn Growers Association, 632 Cepi Space Dr., Chesterfield, MO 63005, Telephone: (636) 733-5522.

This Contest is in no way sponsored by any of the MLB Entities. The Contest is a skill contest designed to increase consumer awareness of and interest in the CornPac. This Contest may not be used for, or in connection with, any form of gambling. All entry data provided via the trivia card and entry process is provided to Sponsor. This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Inc. Apple is not a participant in or sponsor of this promotion. Major League Baseball trademarks, service marks and copyrights are proprietary to the MLB Entities. All rights reserved.