

## SWEEPSTAKES OFFICIAL RULES

### Prudential-El Paso Chihuahuas Sweepstakes

**NO PURCHASE NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. ENTRY INTO THE SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED OR RESTRICTED.**

**WINNER NEED NOT BE PRESENT TO WIN. SEE BELOW FOR DETAILS.**

- ELIGIBILITY:** The Prudential-El Paso Chihuahuas Sweepstakes (“**Sweepstakes**”), sponsored by The Prudential Insurance Company of America (“**Sponsor**”) is open only to individuals eighteen years of age and older at the time of entry and drawing. Employees, contractors, directors and officers of Sponsor or its subsidiaries, affiliated companies, distributors, web design, advertising, fulfillment and promotion agencies involved in the administration, development, providing of the prize and execution of this Sweepstakes (collectively, “**Sweepstakes Parties**”), and the immediate family members and those living in the same households of each are not eligible to participate in the Sweepstakes.
- SWEEPSTAKES PERIOD:** The Sweepstakes begins at 8:30:00 a.m. Mountain Daylight Time (“MDT”) on April 4, 2019 and ends at 7:04:59 p.m. MDT on August 29, 2018 (the “**Sweepstakes Period**”). Nineteen random drawings as described below will take place during the seventh inning stretch of the following games of the El Paso Chihuahuas (each, a “**Game**”):

#### Military Monday:

Monday, April 8<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Las Vegas Aviators

Monday, April 22<sup>nd</sup> - Start: 11:05 a.m. – El Paso Chihuahuas vs. Reno Aces

Monday, May 6<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Salt Lake Bees

Monday, June 17<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Oklahoma City Dodgers

Monday, July 1<sup>st</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Fresno Grizzlies

Monday, August 12<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. San Antonio Missions

Monday, August 19<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Fresno Grizzlies

Monday, August 26<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Salt Lake Bees

#### Thank You Thursday:

Thursday, April 4<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Las Vegas Aviators

Thursday, April 18<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Tacoma Rainiers

Thursday, May 9<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Albuquerque Isotopes

Thursday, May 23<sup>rd</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Reno Aces

Thursday, May 30<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Tacoma Rainiers

Thursday, June 13<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. New Orleans Baby Cakes

Thursday, June 27<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Sacramento River Cats

Thursday, July 11<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Albuquerque Isotopes

Thursday, August 8<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Round Rock Express

Thursday, August 22<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Sacramento River Cats

Thursday, August 29<sup>th</sup> – Start: 7:05 p.m. – El Paso Chihuahuas vs. Salt Lake Bees

3. **HOW TO ENTER:** Complete and submit the entry form, as described below (“**Entry**”), during the Sweepstakes Period and prior to the Scheduled Start Time of any of the Games and your Entry will automatically be entered in each Sweepstakes drawing for each Game that takes place AFTER the Sponsor’s receipt of your properly submitted Entry. An eligible individual who submits a valid Entry in accordance with these Official Rules shall be referred to herein as an “**Entrant**.” **LIMIT: ONE (1) ENTRY PER ENTRANT.** Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules or if an Entry is not received prior to the end of the Sweepstakes Period. Sponsor’s staff will be the official timekeeper for all matters related to this Sweepstakes and proof of submission or transmission of an Entry does not constitute proof of receipt of Entry unless actually received by Sponsor prior to the end of the Sweepstakes Period. By participating, each Entrant warrants and represents that all information provided in the Entry and otherwise in conjunction with his/her participation is truthful, current and accurate, and is his/her own information. Each Entry becomes the exclusive property of Sponsor upon submission. Winning a prize is contingent upon fulfilling all requirements in these Official Rules and any Entry and/or Entrant may be disqualified at Sponsor’s sole discretion if he/she fails to comply with any of the terms or conditions of these Official Rules.

During the Sweepstakes Period, Entrants may complete and submit the Entry in either of the following ways:

- (i) Go to <https://my.elpasochihuahuas.com> and click on the Prudential Sweepstakes Link. Complete the Entry and submit the Entry as shown; or
- (ii) Go to one of the El Paso Chihuahuas baseball games listed in Paragraph 2 above, come to the Prudential Booth on the concourse at Southwest University Park, 1 Ballpark Plaza, El Paso, Texas 79901 (the “**Ballpark**”), and complete and submit the Entry, using the entry screens that will be available.

4. **HOW TO WIN:** At each of the Ballpark Games of the El Paso Chihuahuas listed above, during the seventh inning stretch of the Game, a random drawing will be held at the Prudential Booth on the concourse at the Ballpark where potential winners will be selected by Sponsor’s staff from among all eligible Entries received prior to the Scheduled Start Time of that Game:

**The potential winner need not be present at the Game in order to enter or be eligible to win; each potential winner will be notified as described in paragraph 6 below.** The potential winners are not required to purchase goods or services, pay any money, or submit to a sales presentation by Sponsor. Entrants are only eligible to win one Prize. The odds of winning at each Game drawing depend solely on the number of eligible Entries received prior to the Scheduled Start Time of that Game.

5. **PRIZE:** One (1) winner at each Game for each of the following prizes (each a “Prize”):
- One (1) El Paso Chihuahua Signed Baseball. The approximate retail value (“ARV”) of the Prize is stated below:
    - Military Mondays presented by Prudential
    - April 8 – Chihuahuas Signed Baseball – ARV: \$75
    - April 22 – Game Worn Chihuahuas Player Jersey – ARV: \$100
    - May 6 – Game Worn Chihuahuas Player Hat – ARV: \$60
    - June 17 – 7th Inning Stretch w/ Chico (Go on-field with Chico to hand out peanuts and cracker jacks) – ARV: \$50
    - July 1 – Broken Bat – ARV: \$75
    - August 12 – Game Worn Chihuahuas Player Jersey – ARV: \$100
    - August 19 – El Paso Chihuahuas Fleece Blanket – ARV: \$40
    - August 26 – Game Worn Chihuahuas Player Hat – ARV: \$60
  
  - Thank You Thursdays Presented by Prudential
  - April 4 – Game Worn Chihuahuas Player Hat – ARV: \$60

- April 18 – Chihuahuas Signed Baseball – ARV: \$75
- May 9 – El Paso Chihuahuas Fleece Blanket – ARV: \$40
- May 23 – Game Worn Chihuahuas Player Jersey – ARV: \$100
- May 30 – Broken Bat – ARV: \$75
- June 13 – Game Worn Chihuahuas Player Hat – ARV: \$60
- June 27 – Game Worn Chihuahuas Player Jersey – ARV: \$100
- July 11 – El Paso Chihuahuas Fleece Blanket – ARV: \$40
- August 8 – 7th Inning Stretch w/ Chico – ARV: \$50
- August 22 – Broken Bat – ARV: \$75
- August 29 – Chihuahuas Signed Baseball – ARV: \$75

**A prize winner is only permitted to be awarded one Prize in connection with this Sweepstakes and any Entrant who is awarded a Prize will be disqualified from winning in any subsequent Game drawing.**

6. **NOTIFICATION OF POTENTIAL WINNER(S):** The potential winners may be announced over the public address system at the Event and may also be broadcast over the radio if the game is being broadcast, indicating that potential winners may come to the Prudential Booth on the concourse by a specific time if they are present at an Event or may call Prudential at an announced telephone number. In all cases, potential winners will be notified via telephone call and email to the telephone number and email address provided on their Entries. If the potential winners do not come to the Prudential Booth at the game or do not answer the calls, a voice message will be left with an instruction to call Prudential (which will be the same instruction set out in the email) within twenty-four (24) hours from the notification. If any potential winner does not timely respond to the notification(s) as required, Sponsor has the right, in its sole discretion, to disqualify that potential winner and then conduct another random drawing from the remaining eligible Entries and this process may continue until all Prize winners are identified. Sponsor's determinations of the winners are final and binding. The award of any Prize, or Sponsor's determination that a potential winner is eligible to be awarded a Prize, is subject to compliance with the Official Rules, including, without limitation, verification of eligibility described below.
7. **VERIFICATION:** Each potential winner is subject to verification by Sponsor, including verification of identity and age via inspection of a potential winner's government-issued photo identification, which a potential winner must show to Sponsor's Event staff immediately upon request or as instructed by telephone if a potential winner responds by phone. In the event that a dispute arises regarding a potential winner's identity and eligibility that cannot be verified to Sponsor's satisfaction, Sponsor, in its sole discretion, may deem the affected Entry ineligible and disqualify the potential winner. Upon being notified of selection as a potential winner, the potential winning Entrant must execute and return to Sponsor: (i) an Affidavit of Eligibility and (ii) Release of Liability/Publicity. If a potential winning Entrant fails to execute all or any portion of the required documentation when requested or is otherwise found to have violated the Official Rules, he or she will be disqualified and will not be entitled to receive a Prize or be declared a winner.
8. **PUBLICITY RELEASE:** Acceptance of a Prize constitutes permission for Sponsor and those acting under its authority to use a winner's name, voice, statements, address (city and state only), image and likeness for advertising and promotional purposes in any and all media now known or hereinafter invented and throughout the world, without further notice and without additional compensation, unless prohibited by law.
9. **GENERAL TERMS:** If, for any reason and at any time, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, tampering or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, in Sponsor's sole determination and discretion, Sponsor reserves the right, at its sole discretion, to cancel, modify or terminate the Sweepstakes or any portion thereof, and to select the winner at random from among all applicable eligible non-suspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Any attempt by an Entrant or other individual deliberately to damage or undermine the legitimate operation of the Sweepstakes, including, but not limited to, any fraudulent claims, may be a violation of criminal and civil laws and Sponsor reserves the right to notify and cooperate with relevant law enforcement authorities, as well as the right to seek remedies and damages from any such individual, to the fullest extent permitted by law. Proof of submitting an entry will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or like entry methods will void all entries by such Entrant. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating, Entrants agree to be bound by these Official Rules and the decisions of Sponsor. In the event of any conflict between any Sweepstakes details contained in these Official

Rules and Sweepstakes details contained in any Sweepstakes advertising materials, promotional materials or public announcements, the details of the Sweepstakes as set forth in these Official Rules shall prevail. If any provision of these Official Rules is found to be unlawful, void, subject to restriction or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

- 10. DISPUTES:** Except to the extent prohibited by applicable law, each Entrant agrees: (i) 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 federal or state courts in New Jersey; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, excluding attorneys' fees; and (iii) under no circumstances will Entrant be permitted to obtain an award for, and each Entrant hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses. All claims or disputes related to or involving these Official Rules and/or this Sweepstakes shall be governed by and construed in accordance with the laws of Texas, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Texas.
- 11. LIMITATION OF LIABILITY; RELEASE:** Sweepstakes Parties, together with the employees, officers, directors, and agents of each (aforementioned organizations and individuals, collectively, the "Releasees") are not responsible for: (i) technical problems or malfunctions which may affect the operation of the Sweepstakes, including, but not limited to, any of the following occurrences: (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet service providers, servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; (e) lost, late, delayed, corrupted or intercepted entries, e-mail or entry transmissions; (f) unauthorized human or non-human intervention of the operation of the Sweepstakes; and (g) any typographical or human errors in the announcement of the Prize or these Official Rules. Entrant hereby waives, releases and discharges Releasees from any claims, damages or liability, even if caused by the negligence or willful misconduct of the Releasees, for any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity arising out of or relating to any person or property resulting in whole or in part, directly or indirectly, from participation in this Sweepstakes or from acceptance, possession, use or misuse of the Prize. The winner acknowledges and agrees that the Releasees have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the Prize.
- 12. PRIVACY POLICY:** Please see <http://www.prudential.com/privacy> for more information about our information collection and use practices.
- 13. WINNERS' LIST:** To obtain a list of winners, send a self-addressed stamped envelope to: The Prudential Insurance Company of America, 751 Broad Street, Newark, NJ 07102, Attention: Dean Sanders, no later than September 30, 2019
- 14. SPONSOR:** The Prudential Insurance Company of America, 751 Broad Street, Newark, NJ 07102.