

MLB TAP SPORTS BASEBALL 2021 OPENING DAY SWEEPSTAKES
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. AN INTERNET CONNECTION IS REQUIRED AND CONNECTION FEES MAY APPLY.

THIS PROMOTION IS NOT SPONSORED, AFFILIATED WITH, OR ENDORSED BY APPLE.

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AT THE TIME OF ENTRY.

THE PROMOTION (AS DEFINED HEREIN) IS SUBJECT TO THESE OFFICIAL RULES, AND BY ENTERING, EACH ENTRANT (AS DEFINED HEREIN) AGREES TO BE BOUND BY THESE OFFICIAL RULES. PLEASE READ THESE OFFICIAL RULES CAREFULLY BEFORE ENTERING.

1. **SPONSOR:** The MLB TAP SPORTS Baseball 2021 Opening Day Sweepstakes (the “**Promotion**”) is sponsored by Glu Mobile Inc., 875 Howard St., Suite #100, San Francisco, CA 94103 (“**Sponsor**”). This Promotion is not in any way sponsored, administered, endorsed or produced by any of the MLB Entities or the Players (each as defined below).

The “**MLB Entities**” shall mean the Office of the Commissioner of Baseball (“**BOC**”), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs (“**Clubs**”), 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, members, employees and agents of the foregoing entities. The “**Players**” shall mean the Major League Baseball Players Association (“**MLBPA**”), MLB Players, Inc. (“**MLBPI**”), all Major League Baseball players, each of their respective parents, subsidiaries, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the MLBPA and/or MLBPI, and the owners, general and limited partners, shareholders, directors, officers, members, employees and agents of each of the foregoing entities.

2. **ELIGIBILITY:** The Promotion is only open to entrants who:
 - (a) are legal residents of one of the 50 U.S. states (including the District of Columbia);
 - (b) are at least the minimum age of majority in their state or district of residence (and at least 18 years of age) at the time of entry; and
 - (c) submit a valid Entry (as defined below) (each, an “**Entrant**” or “**you**”).

The Promotion is not open to entrants who:

- aa) are employees, shareholders, subsidiaries, affiliates, officers, directors, agents and representatives of Sponsor, any of the MLB Entities, any of the Players, or any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Promotion;

- bb) are immediate family members (defined as parents, children, siblings, domestic partner, husband, or wife) or household members (defined as those people who share the same residence of such entrant at least three (3) months a year) of such individuals listed in clause aa) above;
- cc) are prohibited by applicable law from entering the Promotion; or
- dd) do not meet any of the eligibility requirements set forth above.

The Promotion is void where prohibited.

3. **ENTRY PERIOD:** The Promotion begins on Friday, April 2, 2021, at 12:00 p.m. Pacific Time and ends on Monday, April 5, 2021, at 12:00 p.m. Pacific Time (the “**Promotion Period**”). EACH ENTRANT IS RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN SUCH ENTRANT’S RESPECTIVE JURISDICTION. Sponsor’s computer systems will be the official timekeeping device for the Promotion. Entries that are submitted before or after the Promotion Period will be disqualified.
4. **HOW TO ENTER:** During the Promotion Period, each Entrant may enter the Promotion in one (1) of two (2) ways (an Internet connection is required and connection fees may apply). An Entrant may submit either: (a) one (1) In-Game Entry or (b) one (1) Email Entry (each, as defined below) during the Promotion Period. A maximum of one (1) Entry per Entrant will be accepted; Entries in excess of the stated maximum will be void. Sponsor will announce the commencement of the Promotion Period via in-Game notification and via the forum on the Game website located at <https://communities.glu.com/tap-sports-baseball-2021>.

In-Game Entry Method: To enter, each Entrant must download, install, and play Sponsor’s mobile game titled MLB TAP SPORTS Baseball 2021, available to download for free on an Apple iOS device, Google Android device, or Amazon Kindle device (the “**Game**”). Then, during the Promotion Period, each Entrant must use an Internet connected mobile device to register for the Promotion by filling out and submitting the information requested in the form available in the Settings section within the Game (“**In-Game Entry**”). First and last name, and a valid email address, must be submitted in order to obtain an In-Game Entry; any submission that does not include first and last name, and a valid email address, will not provide an In-Game Entry and will be void. You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when playing the Game. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details.

Email Entry Method. As an alternative to an In-Game Entry, an individual who otherwise meets the eligibility criteria set forth in Section 2 above may send an email, which must be written in English, with the subject line: “MLB TAP SPORTS Baseball 2021 Opening Day Sweepstakes Promo Entry” and include the following information in the body of the email: your name, state or district of residence as applicable, and your age. Your complete and properly formatted email must be sent to TapSportsCommunity@glu.com during the Promotion Period to constitute a valid Entry. Each properly formatted and complete email received before the end of the Promotion Period by Sponsor at the above email address is an “**E-Mail Entry**.” Only properly formatted and complete Email Entries received from Entrants during the Promotion Period will be included in the pool of all of the eligible Entries from which the winning Entries will be drawn.

An In-Game Entry and an Email Entry are each an “**Entry**.” An Entrant may be disqualified from the Promotion if Sponsor determines, in its sole discretion, that such Entrant violates Sponsor’s Terms of Use governing the Game, available at <https://www.glu.com/terms/>, as may be amended

from time to time (the “**Terms of Use**”). Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, inaccurate, invalid, un-intelligible, or misdirected entries; or other error of any kind whether human, mechanical, or electronic. **Limit one (1) Entry per person regardless of method of entry.** Entries received or ranking status attained based on any tampering (cheating) or foul play will render that participant ineligible to receive any prize(s), and may result in any such participant no longer being allowed to enter Sponsor’s other promotions in the future, at Sponsor’s sole discretion. All participant Entry information becomes the property of Sponsor and will not be acknowledged or returned. By submitting any online comments, you grant Sponsor an unrestricted, non-exclusive license to the content. All In-Game Entries are subject to the Terms of Use. Each Entrant must provide all information requested. Incomplete, unreadable or unintelligible submissions will be void. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Entry, the Authorized Account Holder (as defined herein) of the in-Game account or of the email address used to register for Entry will be deemed to be the Entrant. The “**Authorized Account Holder**” is the natural person who is assigned an account by Sponsor (with respect to an in-Game account), or by the Internet access provider, online service provider, or other organization responsible for assigning such accounts, or the account associated with the submitted email address (with respect to an Email Entry). The potential winner may be required to show proof of being the Authorized Account Holder. Entrants may not register with multiple email addresses or multiple in-Game accounts, nor may Entrants use any other device or artifice to register multiple times or as multiple Entrants. Any Entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or who uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor’s sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of these Official Rules.

5. **WINNER SELECTION:** On or around Wednesday, April 7, 2021, Sponsor will randomly select five (5) potential prize winners from among all eligible Entrants who submitted a valid Entry during the Promotion Period. Odds of winning depend upon the number of eligible Entries received.
6. **PRIZE NOTIFICATION AND DELIVERY:** Sponsor will notify each potential winner by either text message to such potential winner’s mobile phone or by email message on or around Friday, April 9, 2021. Such notification will be delivered in English. Text message and data rates may apply, contact your wireless carrier and/or check your mobile plan for applicable pricing plans and details. Within three (3) days of the Sponsor’s notification, each potential winner must supply any requested information and materials for the administration of the Promotion, in English, which may include executing, having notarized, and returning (i) an affidavit of eligibility and release of liability (ii) unless prohibited by law, a release of publicity, and (iii) any applicable tax forms. Each potential winner is subject to verification, including verification of age. If any potential winner cannot be contacted, is ineligible as determined by Sponsor, in its sole discretion, fails to comply with these Official Rules, fails to respond to the notification within the required time period, fails to provide all of the requested information and materials within the time required, fails to comply with Sponsor’s Terms of Use or Sponsor’s instructions, or if the prize or notification is returned as undeliverable, he/she forfeits the applicable prize. In the event that a potential winner is disqualified for any reason, including ineligibility or forfeiture, Sponsor reserves the right to award the prize to an alternate winner, as determined in Sponsor’s sole discretion. Only up to two (2) alternate winners will be contacted, after which the prize will remain un-awarded. Sponsor is not responsible for any change of email address or other change in contact information of the potential winner.

- 7. PRIZE: Five (5) Prizes:** Each prize consists of one (1) baseball that has been autographed by Ronald Acuña Jr. and Juan Soto. It is acknowledged and understood that the prize and autograph have not been verified under the MLB Authentication Program or by any other third party. One prize will be awarded to each validated winner, subject to the terms of these Official Rules. Approximate retail value of each prize is USD \$340.00. Maximum one (1) prize per person, per in-Game account, per email address, per household. Each prize must be accepted as awarded and may not be transferred, substituted, or redeemed for cash or otherwise. Each winner is solely responsible for all national, federal, state and/or local taxes, and local contribution, and for any other fees or costs associated with the prize, if any. If required, any applicable forms will be filed by Sponsor with the appropriate taxing authority. Each prize will be delivered at such time as is designated by Sponsor in its sole discretion.
- 8. RELEASE:** Each Entrant agrees to release, indemnify and hold harmless, to the fullest extent permitted by law, Sponsor, the MLB Entities, the Players, each of their respective subsidiaries and affiliated companies, units and divisions; and each of their respective advertising and promotional agencies or marketing partners and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies' and individuals' respective successors, representatives and assigns (all of the foregoing, collectively, the **"Released Parties"**) from and against any claim, liability, cause of action, injury, expense, loss or damage of any kind, including, but not limited to, damage to or loss of property, arising out of participation in the Promotion, any breach or violation of these Official Rules, or receipt or use or misuse of any prize.
- 9. GENERAL CONDITIONS:** Except where prohibited by applicable law, participation in the Promotion constitutes the winner's consent to Sponsor's use of the winner's name, city, state, district, county, and country, likeness, photograph, statements made by the winner about the Promotion, Sponsor, and/or prize information for purposes solely related to the Promotion in any media without further payment or consideration, including, but not limited to, posting winner lists online. Each Entrant hereby grants to Sponsor, to the extent permitted under applicable law, a non-exclusive, worldwide, sublicensable license to use, reproduce, modify, adapt, publish, transmit via the Internet, and display Entrant's Entry, including such Entry information, in whole or in part, solely for the purpose of administering this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion should a virus, bug, computer or phone problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Promotion. Any attempt by any person to deliberately damage the Game or related websites or undermine the legitimate operation of the Promotion may be in violation of criminal and civil law or any other applicable laws and regulations, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. If the Promotion or a particular portion thereof is canceled or terminated before the designated end date of the Promotion Period for any reason, Sponsor may (if possible) select the winner based on the Entries received as of the date of the event giving rise to the termination and that are in complete compliance with these Official Rules. This shall be each Entrant's sole and exclusive remedy in the event the Promotion is so terminated or cancelled. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules will be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. LIMITATIONS OF LIABILITY: Except as provided by applicable law, the Released Parties are not responsible, to the extent permitted by law, for: (A) any incorrect or inaccurate information, whether caused by Entrant, printing errors or omission or by any of the equipment or programming associated with or utilized in the Promotion; (B) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (C) unauthorized human intervention in any part of the Entry process or the Promotion; (D) technical or human error which may occur in the administration of the Promotion or the processing of Entries; or (E) any injury or damage to person or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such Entrant's sole remedy is another Entry in the Promotion provided that, if it is not possible to submit another Entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its sole discretion, may elect to hold a random drawing from among all eligible Entries, as the case may be, received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor, in its sole discretion, reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

TO THE MAXIMUM EXTENT PERMITTED PURSUANT TO APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING RELATED TO THE PROMOTION (INCLUDING ANY AND ALL PRIZES, WEBSITES AND MOBILE APPLICATIONS) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. PRIVACY POLICY: Notwithstanding any contrary or other provision set forth in these Official Rules, each Entrant acknowledges and understands that all personal information submitted as part of this Promotion will be collected and processed by Sponsor for the purpose of managing the Promotion, offering the Game service, and such additional purposes contemplated in connection with entering or participating in the Promotion, in accordance with Sponsor's privacy policy. Each Entrant can read more about his/her rights, how Sponsor handles each Entrant's personal information, and how to contact Sponsor in its privacy policy, available at <https://www.glu.com/privacy/>. By participating in the Promotion, each Entrant agrees to Sponsor's Terms of Use and the terms and conditions of Sponsor's website, and acknowledges that he/she has read and understands all of the terms and conditions of Sponsor's Privacy Policy.

- 12. APPLICABLE LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of each Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.
- 13. DISPUTES/ARBITRATION:** By participating in the Promotion and to the extent permitted by applicable law, you agree that the exclusive jurisdiction for any dispute, claim or demand related in any way to the Promotion will be decided by binding arbitration. All disputes between you and Sponsor or anyone associated with the production, development or handling of this Promotion, of whatsoever kind or nature arising out of the Promotion or the terms of these Official Rules, shall be submitted individually, without resort to class action, to JAMS for binding arbitration, under its rules then in effect, in San Francisco, California, USA, before one (1) arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred and that, unless prohibited by applicable law, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental and consequential damages and any damages other than actual out-of-pocket expenses.
- 14. WINNERS LIST/OFFICIAL RULES:** For the name of the winner and/or Official Rules, send a request by email to TapSportsCommunity@glu.com. All requests for a copy of the Official Rules and for the name of the winner (first name, last initial and home state) must be made by May 9, 2021. Requests received after this time will not be honored.

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