

JEROME'S FURNITURE 2024 BEST SEAT IN THE HOUSE AT PADRES PETCO PARK SWEEPSTAKES ("Sweepstakes") OFFICIAL RULES ("Official Rules")

Summary

The Sweepstakes is open only to legal residents of the State of California, who are eighteen (18) years of age or older at the time of entry, with a valid and current California DMV driver's license or identification card. The Sweepstakes begins on March 1, 2024, at 12:01 a.m. Pacific Time ('PT') and ends on September 1, 2024, at 11:59 p.m. Pacific Time ('PT').

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ENTRY AND PARTICIPATION IN THE SWEEPSTAKES CONSTITUTE YOUR FULL AND UNCONDITIONAL AGREEMENT TO BE BOUND BY AND ACCEPTANCE OF THESE OFFICIAL RULES. ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS APPLY. ALL DISPUTES WILL BE RESOLVED INDIVIDUALLY AND SOLELY BY BINDING ARBITRATION AND YOU WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SPONSOR:

The sponsor of the Sweepstakes is Jerome's Furniture Warehouse, located at 16960 Mesamint Street in San Diego, California 92127 ("Sponsor").

ELIGIBILITY:

The Sweepstakes is open only to legal residents of the State of California, who are eighteen (18) years of age or older at the time of entry, with a valid and current California DMV driver's license or identification card. The following individuals are not eligible to participate or win in the Sweepstakes: (a) the respective owners, shareholders, partners, directors, officers, employees, agents, and authorized representatives of, and any other individual associated with, Sponsor, Padres L.P. ("Padres"), the other MLB Entities, Petco Park, and each of their respective

parents, subsidiaries, affiliated and related entities, divisions, successors, assignees, licensees, suppliers, distributors, dealers, retailers, printers, advertising and promotional agencies, media and press entities, and any other associated entity; (b) the immediate family members of such individuals, specifically his or her spouse, domestic partner, parent, legal guardian, grandparent, child, including stepchild, grandchild, sibling, and their respective spouses, regardless of where they reside; and (c) and any members of the same household of such individuals, whether or not related.

The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLB"), 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, employees and agents of the foregoing entities.

HOW TO ENTER:

The Sweepstakes begins on March 1, 2024, at 12:01 a.m. Pacific Time ("PT") and ends on September 1, 2024, at 11:59 p.m. PT ("Sweepstakes Period"). The Sweepstakes Period will consist of 13 separate "Entry Periods" as set forth in the table below. Each Entry Period will start at 12:01 a.m. PT on specified date (each, an "Entry Period Start Date") and will end at 11:59 p.m. PT on specified date (each, an "Entry Period End Date"). To enter to win, a person must visit www.jeromes.com and complete an online entry form with all required information, including his or her full name, date of birth, mailing address, phone number, and email address. Once a person has entered to win, they become an Entrant. No other method of entry will be accepted. Entrants may only enter the Sweepstakes in his or her own name and on his or her own behalf and may not enter the Sweepstakes on behalf of another individual, in another individual's name, or using another individual's address, phone number, or email address. Limit one (1) entry per person. Additional entries beyond the specified limit and any use of electronic or automated means to enter the Sweepstakes is prohibited.

ENTRY PERIOD	Scheduled Prize Game Date	Entry Period Start Date	Entry Period End Date	Entry Period Drawing Date (Estimated)
1	4/1/24	3/1/24	3/15/24	3/16/24
	4/2/24	3/1/24	3/15/24	3/16/24
	4/3/24	3/1/24	3/15/24	3/16/24
2	4/8/24	3/16/24	3/29/24	3/30/24
	4/9/24	3/16/24	3/29/24	3/30/24
	4/10/24	3/16/24	3/29/24	3/30/24
	4/19/24	3/16/24	3/29/24	3/30/24
	4/20/24	3/16/24	3/29/24	3/30/24
	4/21/24	3/16/24	3/29/24	3/30/24
3	4/27/24	3/30/24	4/16/24	4/17/24
	4/28/24	3/30/24	4/16/24	4/17/24
	4/29/24	3/30/24	4/16/24	4/17/24
	4/30/24	3/30/24	4/16/24	4/17/24
	5/1/24	3/30/24	4/16/24	4/17/24
4	5/10/24	4/17/24	4/30/24	5/1/24
	5/11/24	4/17/24	4/30/24	5/1/24
	5/12/24	4/17/24	4/30/24	5/1/24
	5/13/24	4/17/24	4/30/24	5/1/24

	5/14/24	4/17/24	4/30/24	5/1/24
	5/15/24	4/17/24	4/30/24	5/1/24
5	5/24/24	5/1/24	5/14/24	5/15/24
	5/25/24	5/1/24	5/14/24	5/15/24
	5/26/24	5/1/24	5/14/24	5/15/24
	5/27/24	5/1/24	5/14/24	5/15/24
	5/28/24	5/1/24	5/14/24	5/15/24
	5/29/24	5/1/24	5/14/24	5/15/24
6	6/6/24	5/15/24	5/25/24	5/26/24
	6/7/24	5/15/24	5/25/24	5/26/24
	6/8/24	5/15/24	5/25/24	5/26/24
	6/9/24	5/15/24	5/25/24	5/26/24
	6/10/24	5/15/24	5/25/24	5/26/24
	6/11/24	5/15/24	5/25/24	5/26/24
7	6/20/24	5/26/24	6/5/24	6/6/24
	6/21/24	5/26/24	6/5/24	6/6/24
	6/22/24	5/26/24	6/5/24	6/6/24
	6/23/24	5/26/24	6/5/24	6/6/24
	6/24/24	5/26/24	6/5/24	6/6/24

	6/25/24	5/26/24	6/5/24	6/6/24
8	7/5/24	6/6/24	6/20/24	6/21/24
	7/6/24	6/6/24	6/20/24	6/21/24
	7/7/24	6/6/24	6/20/24	6/21/24
	7/9/24	6/6/24	6/20/24	6/21/24
	7/10/24	6/6/24	6/20/24	6/21/24
	7/12/24	6/6/24	6/20/24	6/21/24
	7/14/24	6/6/24	6/20/24	6/21/24
9	7/31/24	6/21/24	6/30/24	7/1/24
	8/2/24	6/21/24	6/30/24	7/1/24
	8/3/24	6/21/24	6/30/24	7/1/24
	8/4/24	6/21/24	6/30/24	7/1/24
10	8/12/24	7/1/24	7/21/24	7/22/24
	8/13/24	7/1/24	7/21/24	7/22/24
	8/14/24	7/1/24	7/21/24	7/22/24
	8/19/24	7/1/24	7/21/24	7/22/24
	8/20/24	7/1/24	7/21/24	7/22/24
11	8/22/24	7/22/24	8/7/24	8/8/24
	8/23/24	7/22/24	8/7/24	8/8/24

	8/24/24	7/22/24	8/7/24	8/8/24
	8/25/24	7/22/24	8/7/24	8/8/24
	9/2/24	7/22/24	8/7/24	8/8/24
	9/4/24	7/22/24	8/7/24	8/8/24
12	9/5/24	8/8/24	8/18/24	8/19/24
	9/6/24	8/8/24	8/18/24	8/19/24
	9/7/24	8/8/24	8/18/24	8/19/24
	9/8/24	8/8/24	8/18/24	8/19/24
13	9/16/24	8/19/24	9/1/24	9/2/24
	9/17/24	8/19/24	9/1/24	9/2/24
	9/18/24	8/19/24	9/1/24	9/2/24
	9/20/24	8/19/24	9/1/24	9/2/24
	9/22/24	8/19/24	9/1/24	9/2/24

WINNER SELECTION:

One (1) potential winner for each Scheduled Game Date for each Entry Period will be selected by random drawing on or about a specified date set forth in the table above (each, an “Entry Period Drawing Date”) from among all eligible entries. A Sweepstakes entry may fall into one or more Entry Periods, in which case such entry shall be eligible for the drawing on the first Entry Period Drawing Date that occurs after the date it was submitted. All non-winning entries from one Entry Period shall carry over and be eligible to win in subsequent Entry Period drawings during the Sweepstakes Period. Odds of winning depend on the total number of eligible entries received during the applicable Entry Period and non-winning entries carried over from previous Entry Periods. All non-winning entries remaining at the end of the Sweepstakes Period shall not carry over to, or be eligible for, any future sweepstakes sponsored by Sponsor. Subject to verification of eligibility by Sponsor and compliance with these Official Rules, the potential winner of an Entry Period will be declared the official winner (each, a “Winner” and collectively, the “Winners” of the Sweepstakes). After a potential winner is declared a Winner, his or her

immediate family members and members of his or her household, whether or not related, shall no longer be eligible to participate in the Sweepstakes. The decisions of Sponsor are final and binding on all matters relating to the Sweepstakes.

PRIZES:

There are sixty-nine (69) total prizes to be awarded. The Winners in each Entry Period will each receive the following prize (“Prize”):

Four (4) home plate box seat tickets for the Winner and three (3) guests for one (1) San Diego Padres regular season home game, played at Petco Park scheduled on a specified date for that Entry Period as set forth in the table above (“Scheduled Prize Game Date”)

One (1) preferred parking pass for use on the Scheduled Prize Game Date

Food and non-alcoholic beverages included with the “home plate” box seats during the game

Approximate retail value (“ARV”) of each Prize: \$ 1,590.00. Limit one (1) Prize per person, family, or household. LODGING AND TRANSPORTATION ARE NOT INCLUDED.

PRIZE CONDITIONS:

All Prize details shall be determined in the sole and absolute discretion of Sponsor, including seat locations at the game. The Prize is provided “as-is,” without warranty of any kind, express or implied, and may not be substituted, transferred, or assigned, with no cash redemptions, except at Sponsor’s sole and absolute discretion. The Prize may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Resale or commercial or promotional use may result in disqualification and forfeiture of the Prize and may invalidate the license granted by the game ticket(s). 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; see padres.com/ticketback for details. Seat locations at the game/event/exhibition and, unless otherwise stated in the applicable 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; see padres.com/ballpark for details. Sponsor and the other 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 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.

Sponsor reserves the right to substitute the Prize, or any portion thereof, with a prize of comparable or greater value at its sole and absolute discretion. Sponsor will not replace any lost, stolen, or damaged Prizes for any reason. Each potential winner may be required to submit his or her valid and current California DMV driver's license or identification card, social security number, and/or other identification, complete and return a W-9 form, and execute and return an Affidavit of Eligibility and Liability and Publicity Release, to Sponsor, at Sponsor's express request in its sole and absolute discretion, in order to receive the Prize. Failure to submit such documents and information required by Sponsor and/or noncompliance with these Official Rules may result in disqualification and forfeiture of the Prize and, at Sponsor's sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all eligible entries received during the applicable Entry Period and all non-winning entries carried over from previous Entry Periods. Except where prohibited by law, by entering and participating in the Sweepstakes and accepting the Prize, each Winner and each Winner's guest hereby grant Sponsor, the Padres, the other MLB Entities, Petco Park, and each of their respective designees, the right, and authorization to use, publish, post, publicize, and display his or her name, general biographical information, photograph, likeness, voice, statements, and other indicia of persona, regardless of whether altered, changed, modified, or edited, whether used alone or with other material, for any purpose, including, but not limited to, advertising, marketing, promotions, and/or trade, in any medium or format is known or hereafter devised, on a worldwide basis, in perpetuity, without limitation or further notification, authorization, compensation, or consideration of any kind.

Each Winner is fully responsible for any and all applicable federal, state, territory, provincial and local taxes, including income and withholding taxes. Failure to claim and/or use the Prize, or any portion thereof, may not relieve the Winner from his or her tax obligations associated with winning the Prize. All costs and expenses associated with the acceptance and use of the Prize not expressly specified herein as being provided with the Prize, including, but not limited to, lodging, transportation, meals, gratuities, and other expenses incurred by the Winner, are the sole responsibility of such Winner.

Sponsor, the Padres, the other MLB Entities, Petco Park, and each of their respective owners, shareholders, partners, directors, officers, employees, agents, authorized representatives, parents, subsidiaries, affiliated and related entities, divisions, successors, assignees, licensees, suppliers, distributors, dealers, retailers, printers, advertising and promotional agencies, media

and press entities, and any other associated individual or entity, including Facebook, Twitter, Instagram, and other social media platforms used to market and promote the Sweepstakes, and all of their respective agents and authorized representatives (collectively, "Released Parties") will not be responsible for weather conditions, acts of God, acts of terrorism, civil disturbances, or any other reason that is outside their control that may cause the cancellation or postponement of any MLB game.

NOTIFICATION:

Each potential winner will be notified by a Sponsor representative at the phone number or email address provided at the time of entry, whether via telephone, text message, or email. The potential winner must respond to the notification within twenty-four (24) hours of being contacted by Sponsor specifying whether he or she can and will accept the Prize. The Sponsor shall specify at the time of notification when, where and how the Prize can be claimed by the potential winner. If the potential winner fails to respond within the time allotted, declines the Prize for any reason, fails to claim the Prize, or is determined to be ineligible before or after redemption, a disqualification will result, the Prize will be forfeited, and, at Sponsor's sole discretion and time permitting, an alternate potential winner will be randomly selected from among all eligible entries received during the applicable Entry Period and all non-winning entries carried over from previous Entry Periods.

GENERAL CONDITIONS:

Sponsor reserves the right to void any entry, disqualify an entrant, and/or prohibit an entrant from further participating in the Sweepstakes or future sweepstakes sponsored by Sponsor at any time if Sponsor finds, in its sole and absolute discretion, that: (a) entrant has violated any provision in these Official Rules; (b) entrant has tampered with the Sweepstakes in any way or deliberately undermined, or attempted to undermine, the legitimate operation of the Sweepstakes, including, but not limited to, damaging or disrupting any website associated with the Sweepstakes, cheating, hacking, deception, or other unfair playing practices, or intending to annoy, abuse, threaten, or harass others; and/or (c) entrant has violated any laws or regulations. Where applicable, Sponsor reserves the right to seek all damages, including any and all attorneys' fees and legal costs, from any such person to the fullest extent permitted by applicable law.

Any and all information and materials, including personal information, provided by the entrant to enter and participate in the Sweepstakes shall become the property of Sponsor and will not be returned. By submitting such information, on the Sweepstakes entry form or otherwise, Entrant expressly grants Sponsor, and its agents and authorized representatives, the right and authorization to use this information, in Sponsor's sole and absolute discretion, to administer and operate the Sweepstakes, to contact the entrant by any means, including via telephone, text, and email, for marketing and promotional purposes, and to share with any third party in a manner consistent with Sponsor's terms of use and [privacy policy](#).

Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, or any part of it, in its sole and absolute discretion without prior notice, for any reason at any time, including, but not limited to, the occurrence of any actual or suspected fraud, technical failures or disruptions, or other factors beyond Sponsor's reasonable control that impairs the integrity or proper functioning of the Sweepstakes. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of such provision.

WAIVER OF LIABILITY AND RELEASE:

Entry and participation in the Sweepstakes shall be done so at each Entrant, Winner, and each Winner's guest's own risk. Released Parties shall not be liable whatsoever for any claims, injuries, damages, or losses to any person or property, of any kind, including, but not limited to, any personal injury, death, damage to or loss of property, technical failures or disruptions, and any resulting direct, indirect, incidental, consequential, special, or punitive damages, that may occur or result, directly or indirectly, in whole or in part, from the entry and participation in the Sweepstakes or from the acceptance, receipt, or use or misuse of, or any activity or travel related to the acceptance, receipt, or use or misuse of, the Prize, or any portion thereof.

EACH ENTRANT, WINNER AND WINNER'S GUEST ACKNOWLEDGES AND AGREES TO WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND INDEMNIFY RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY FOR SUCH CLAIMS, INJURIES, DAMAGES, OR LOSSES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH ENTRANT FURTHER ACKNOWLEDGES AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAW OF ANY OTHER JURISDICTION, ARE HEREBY EXPRESSLY WAIVED. THIS SECTION PROVIDES SUBSTANTIALLY AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR.

In addition, this section is an acknowledgement and express assumption of risk and release of liability related to Winner and/or Winner's Guest(s) being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 ("COVID-19") and/or any other airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illness or the causes thereof (collectively, "Communicable Disease"), during or in connection with the use of the Sweepstakes and/or Prize by Winner and/or Winner's Guest(s) or their presence at Petco Park. Winner acknowledges and expressly assumes the risk that Winner and/or Winner's Guest(s) may be exposed to Communicable Disease including contracting Communicable Disease and the associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Communicable Disease. Winner further acknowledges and understands that Winner and/or Winner/s Guest(s)' interaction with the Padres' staff, players or any other individuals involved with the use, performance or exploitation of the Prize by Winner and/or Winner's guest(s) or their presence at

the facilities at Petco Park poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that Winner and/or Winner's Guest(s) will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease in connection with the use, performance or exploitation of the Prize by Winner and/or Winner's Guest(s) or their presence at the facilities at Petco Park are risks that cannot be eliminated. If infected with Communicable Disease, Winner acknowledges and understands that Winner and/or Winner's Guest(s) may subsequently infect others, even if Winner and/or Winner's Guest(s) do not experience or display any symptoms.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WINNER AND/OR WINNER'S GUEST(S) HEREBY WAIVES, RELEASES, FOREVER DISCHARGES, AND COVENANTS NOT TO SUE ANY OF THE RELEASED PARTIES FOR, AND THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COMMUNICABLE DISEASE BY WINNER AND/OR WINNER'S GUEST(S) INCLUDING, WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE USE, PERFORMANCE OR EXPLOITATION OF THE PRIZE BY WINNER AND/OR WINNER'S GUEST(S) OR THEIR PRESENCE AT THE FACILITIES AT PETCO PARK DURING A COMMUNICABLE DISEASE PANDEMIC.

MANDATORY BINDING ARBITRATION OF DISPUTES:

Unless otherwise prohibited by applicable law, each entrant acknowledges and agrees that any claim or dispute arising out of or relating to the Sweepstakes or these Official Rules, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in San Diego, California and administered by JAMS before one arbitrator. Judgment on an award may be entered in any court having proper jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court having proper jurisdiction.

These Official Rules and the rights of the parties hereunder shall be governed by and construed in accordance with the substantive laws of the State of California, without giving effect to any choice of law or conflict of law rules.

WINNERS' LIST:

For a list of the Winners' names, mail a request and a self-addressed stamped envelope to be received by October 1, 2024, to Jerome's Furniture 2024 Best Seat in the House at Padres Petco Park Sweepstakes, Jerome's Furniture Warehouse, 16960 Mesamint Street, San Diego, California 92127.

DISCLAIMER:

The Sweepstakes is not sponsored, endorsed, or administered by Facebook, Twitter, Instagram, or any other social media platform used to market and promote the Sweepstakes. You are providing information to the Sponsor only and not to any of these entities. Please note that all game dates, times, and opponents are subject to change.

This Sweepstakes is in no way sponsored by any of the MLB Entities. Major League Baseball trademarks and copyrights are used with permission of Major League Baseball. Visit MLB.com.

AFFIDAVIT OF ELIGIBILITY AND RELEASE OF LIABILITY AND PUBLICITY RELEASE

WINNER INFORMATION:	Crystal LeBlanc		
PRIZE DESCRIPTION:	Four (4) home plate box seat tickets for the Winner and three (3) guests for one (1) San Diego Padres game scheduled, [DAY], [MONTH, DAY], 2024, at [1:10pm] played at Petco Park One (1) preferred parking pass for use on the Scheduled Prize Game Date Food and beverages included with the "home plate" box seats during the game		
Winner date:	X/X/24	Winners' deadline to claim prize or forfeits:	X/X/24

I hereby represent that I (a) am a legal California resident of legal age (b) **at least eighteen (18)** years of age); (c) have complied with, and will continue to comply with the Official Rules of the Sweepstakes, which are attached hereto as Exhibit A and (d) have perpetrated no fraud or deception in entering the Sweepstakes or in claiming any prize that may be awarded to me. My personal information will be used for marketing and promotional purposes, and I will be contacted regarding the prize. I understand that consent to these terms is not a condition of participation. I am submitting this affidavit with the understanding that it will be relied upon to determine my eligibility to receive the prize for which my entry has been submitted.

I also represent that neither I nor any member of my immediate family or anyone living in my household is an employee, officer or director of any of the Entities or any other company or entity associated with the Sweepstakes. The "Entities" shall mean Padres Baseball LP, LAA 1, LLC, **Jerome's Furniture**, Fox Sports Net West, LLC, the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees, and Councils, MLB Advanced Media, L.P., Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc. (doing business in its own name and as Major League Baseball Productions), the Major League Baseball Clubs, The MLB Network, LLC, MLB Advanced Media DH, LLC, Tickets.com, Inc. and each of their respective subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Baseball Clubs or the Office of the Commissioner of Baseball, and the directors, officers, employees and agents of the above entities.

I understand that none of the Entities or any of their respective parent corporations, subsidiaries, affiliates, agents, assigns, etc. or any entity connected with this promotion will be responsible for any costs beyond those specified in the Official Rules (including, without limitation, any federal, state or local taxes) which I may incur in the connection with this Sweepstakes or any prize I may be awarded.

On behalf of myself, my heirs, executors, and administrators, and in exchange for receipt of the prize, I hereby release and hold harmless, covenant not to sue or seek other action against, and fully release the Entities and each of their respective directors, officers, employees, agents, and representatives independent contractors and advertising and promotional agencies from any and all liability for any injuries, costs, losses, death, or damages of any kind caused by preparation for or participation in the Sweepstakes or resulting from the receipt, acceptance, possession, quality, use or misuse of the prize (or any portion thereof) including any travel or activity related to the receipt or use of the Sweepstakes prize (or any portion thereof). I understand that the Entities will not obtain insurance on my behalf, and I am fully responsible for obtaining my insurance, should it be required by law or regulation, or I otherwise desire it.

I agree that the above release shall be effective as a full and final general release of all legal claims described in the release, whether I know about such claims or not, despite the fact that the California Civil Code Section 1542 or a similar law in another state may provide otherwise.

Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." I understand that I am entitled to receive only the announced prize or such other prize of equal value (as determined solely by the Entities) and that any prize is nontransferable.

I hereby agree that the Entities and each of their respective designees shall have, without further obligation to me, the right (but no obligation) to use my name, voice, likeness, photograph, videotaped footage and biographical and prize information, in whole or in part, for advertising, promotional, trade and any other lawful purpose in conjunction with this Sweepstakes and/or prize and similar promotions in any and all media, in perpetuity, now known or hereafter devised, without notice to me and without further compensation, except where prohibited by law.

I hereby represent and warrant that all statements made by me in this Affidavit/Release are true, accurate, and complete, and I hereby indemnify the Entities from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Affidavit/Release or otherwise in connection with the Sweepstakes. I agree to return immediately upon demand to entities the value of the prize that has been awarded to me if any statement or representation made by me in this Affidavit/Release is discovered to be false if I am the recipient of the prize, and I

acknowledge that all available legal and equitable remedies may be pursued against me in connection therewith. I understand that I will be disqualified from receiving any prize which may be awarded to me if any statement made by me in this affidavit is false.

This Affidavit of Release and Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I have been given a full opportunity to review and analyze this Affidavit of Eligibility and Release of Liability as well as the promotions and rules set out in the Official Rules and completely and fully understand all of their contents. I am aware that this is an agreement not to initiate an action of any kind or type against the Entities and constitutes a complete release of liability by me in favor of the Entities. I acknowledge that I am signing this document of my own free will, with full knowledge of the risks that I am assuming which include, without limitation, the risk of injury or death regardless of how it arises, and even if it results from the negligence or fault of _____ the _____ Entities.

Signature: _____

Date: _____ / _____ / _____

Drivers license or ID number: _____