

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. SWEEPSTAKES DESCRIPTION: The EASTON B5 BIG BARREL PRO 2020 VIRTUAL HOME RUN DERBY begins on NOVEMBER 15th, 2020 at 12:01 AM (EST) and ends on DECEMBER 15th, 2020 at 11:59 PM (EST).

The sponsor of this Sweepstakes is DIAMOND KINETICS. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at SUPPORT@DIAMONDKINETICS.COM during the Sweepstakes Period.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Inc. ("Facebook") or Instagram, LLC ("Instagram") or Twitter, Inc. ("Twitter")

2. ELIGIBILITY: Open to legal residents of ALL 50 STATES and the District of Columbia who are AT LEAST 13 YEARS OF AGE ON THE DAY OF OR BEFORE CONTEST ENTRY. DIAMOND KINETICS, EASTON and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, "Promotion Parties"), are ineligible to enter the Sweepstakes or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, stepparents, legal guardians, children, stepchildren, siblings, stepsiblings, or spouses. If you are deemed a minor in your state of residence ("Minor"), you must have the consent of your parent or legal guardian to participate in this Sweepstakes. Proof of consent may be required at any time. If you are a minor and you win, your parent/legal guardian will be required to participate in the prize fulfillment process and required to execute the prize acceptance documents or the prize may be forfeited. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

3. PRIZES: (1) Grand Prize: One player will receive an Easton B5 Big Barrel Pro Bat Kit PLUS a Diamond Kinetics Baseball Bundle (SwingTracker + PitchTracker) and swag bag (3) Runner-ups: Three players will receive an Easton B5 Big Barrel Pro Bat PLUS a Diamond Kinetics PitchTracker and swag bag. Only one prize per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash or substituted by the winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize

awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

This Sweepstakes is open to legal residents of ALL 50 STATES and the District of Columbia and Prize will only be awarded and/or delivered to addresses within said locations. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

4. HOW TO ENTER:

Register a Swing: Enter the Sweepstakes during the Sweepstakes Period by registering no less than ONE (1) swing in the SWINGTRACKER BASEBALL within *THE EASTON HOME RUN DERBY DK GAMES FEATURE*. *Each swing is an entry.*

Register by mail: You may enter the Sweepstakes by printing (in the following order) your email address, your full name, street address, city, state, zip code, and telephone number on a standard 4" x 6" postcard and mail it to: Diamond Kinetics, Attn: Sweepstakes Entry, 700 River Avenue, Suite 100, Pittsburgh, PA. 15212. Mail-in Entries must be postmarked within the Sweepstakes Period and received within 5 days of the end of the Sweepstakes Period. Multiple entries per person are allowed. Only winners will be notified by email, telephone, regular mail or overnight mail.

Automated or robotic entries submitted by individuals or organizations will be disqualified. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Sweepstakes Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

5. WINNER SELECTION: The Winner(s) of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Sweepstakes Period. The random drawing will be conducted about ONE OR TWO WEEKS after the Sweepstakes Period by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received

6. WINNER NOTIFICATION: Approximately ONE WEEK after the random drawing, winner will be notified by email at the email address used to register for the SWINGTRACKER BASEBALL OR SWINGTRACKER SOFTBALL APP or at the email address that was provided on the written entry that was sent by mail. Potential Winner must accept a prize by email as directed by Sponsor within ONE MONTH of notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account.

Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility

and release of liability, and a Publicity Release. No substitution or transfer of a prize is permitted except by Sponsor.

7. **PRIVACY:** Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at: <https://diamondkinetics.com/policies-info/privacy-policy/> By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with Promotion Parties for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

8. **GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Promotion Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

9. **RELEASE AND WAIVER.** By participating in this Sweepstakes, entrants agree to release, discharge and hold harmless Sponsor and all Sweepstakes Parties from and against any and all liability, loss, injuries or damages associated with participation in this Sweepstakes or the acceptance, possession, use or misuse of any prize received in this Sweepstakes. By participating in this Sweepstakes, entrants waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to participate.

10. **NO LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes; (g) any typographical or other error in the printing or advertising related to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement/notification of prize winners; or (h) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such an event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Sweepstakes.

11. DISPUTE RESOLUTION: The Sponsor, Promotion Parties, and any Sweepstakes participant (the "Parties") each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Allegheny County, Pennsylvania and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and the award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Pittsburgh, PA; provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative

location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Allegheny County, Pennsylvania. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

12. WINNER LIST/OFFICIAL RULES: To obtain a copy of the Winner List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to cc: EASTON B5 BIG BARREL BAT HOME RUN DERBY at 700 RIVER AVE., SUITE 100, PITTSBURGH, PA 15212. Requests for the names of the winners must be received no later than THREE MONTHS after the Sweepstakes Period has ended.

13. SPONSOR: DIAMOND KINETICS, 700 RIVER AVE., PITTSBURGH, PA. 15212. EMAIL: SUPPORT@DIAMONDKINETICS.COM