## Atlanta Track Club "Braves Country 5K" Sweepstakes

## Official Rules

## NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Atlanta Track Club "Braves Country 5K" Sweepstakes (the "Sweepstakes") is open to legal residents of the United States or District of Columbia, including Puerto Rico, the U.S. Virgin Islands and U.S. Military installations in foreign countries, 18 years of age or older as of the day on which they enter. Void outside the U.S. and where prohibited, or otherwise restricted by law. Subject to all federal, state and local laws.

The Sweepstakes begins at 12:00:01 AM Eastern Daylight Time ("EDT") on June 15, 2015 and ends at 8:00 PM Eastern Daylight Time ("EDT") on June 19, 2015 (the "Sweepstakes Period").

- 1. HOW TO ENTER: To enter the Sweepstakes entrants must do one of the following:
- **A.** Register online for the Braves Country 5K: All participants registered online or in-store at Road Runner Sports before 8:00 PM on June 19, 2015 for the Braves Country 5K will be eligible to win the Sweepstakes. Registration is available at <a href="http://www.atlantatrackclub.org/2015-braves-country-5k">http://www.atlantatrackclub.org/2015-braves-country-5k</a> until 11:59pm on June 17<sup>th</sup> and in-store at Road Runner Sports Atlanta on June 19<sup>th</sup> during store hours.

All online entries must be received no later than 11:59:59 PM (EDT) on June 17, 2015. Registrations made at Road Runner Sports – Atlanta must be done on June 19<sup>th</sup> during store hours, from 10am – 8pm. There is a limit of one (1) entry per person, regardless of number of registrations are in his/her name. All entries become the sole property of Sponsor. Confirmation of registration will be sent via email from the registration system (Chronotrack). This will act as the confirmation of entry into the Sweepstakes. Incomplete, indecipherable or inaccurate entries are void. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, by cellular phone, or uses any device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Sweepstakes Entities (defined below), will be disqualified. Lost, late, illegible, or incomplete entries will be deemed ineligible and disqualified. In case of dispute as to identity of entrant, entry will be declared made by the entrant who can prove their identity with multiple forms of identification.

In the event of a dispute regarding entries received from multiple users having the same email account, the user whose name was provided on the race registration will be deemed to be the entrant and must comply with these Official Rules. Sweepstakes Entities and their respective parents, subsidiaries and affiliates are not responsible for late, lost, incomplete, misdirected, or damaged entries or for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the sender, or by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to participate or access any online service or Web site, or by any human error that may occur in the processing of the entries in the Sweepstakes.

If for any reason, (including infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, lost/delayed data transmission, interruption, deletion, defect or any other cause beyond reasonable control of Sweepstakes Entities and their respective parents, subsidiaries and affiliates, that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes), and the Sweepstakes is not capable of being conducted as described in these Official Rules, Sweepstakes Entities shall

have the right, at their sole discretion, to cancel, terminate, modify or suspend this Sweepstakes, and select the prize winners from entries received prior to action taken, or as otherwise deemed fair and appropriate by Sweepstakes Entities. Sweepstakes Entities reserve the right to prosecute any fraudulent entries to the fullest extent of the law. At the Sweepstakes Entities' sole discretion, Sweepstakes winners and guests may be disqualified at any time.

**B.** Send in a paper contest entry to Sponsor's office by 8:00 PM on June 19<sup>th</sup>: Entry must be postmarked prior to or on June 18, 2015. This postcard or letter should include your name, mailing address, phone, and email address. Sponsor is located at 3097 E. Shadowlawn Ave. Atlanta, GA 30305.

CAUTION: ATTEMPTING TO DEFRAUD OR IN ANY WAY TAMPER WITH OR DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE SWEEPSTAKES BY ANY PERSON(S) IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY SUCH PERSON(S), AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER LEGAL OR EQUITABLE REMEDIES FROM ANY SUCH PERSON(S) TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT OR ANY OTHER PROVISION.

2. ELIGIBILITY: Sweepstakes is open to legal U.S. or D.C. residents 18 years of age or older as of date of entry. Employees of Sponsor, the Atlanta National League Baseball Club, Inc. ("ANLBC"), the MLB Entities (defined below), each of their respective parents, affiliated companies, subsidiaries and any and all other companies associated with the Sweepstakes are not eligible to participate or win the Grand Prize ("Sweepstakes Entities"), as well as -the immediate families (parent, siblings, children and spouse) and persons residing in the same household (whether related or not) of such employees are not eligible to enter or win. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLBAM" or "MLB.com"), Major League Baseball Enterprises, Inc., 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. Void where prohibited, taxed, or restricted by law.

All participants in the 5K distance who registered before 8:00 PM on June 19 are eligible to win. One Mile and 50m Dash participants are not eligible. Entries into the contest do not have to use the code "BEATNATS" to be eligible to win.

Winner does not have to participate in the race or be on-site at the race to win.

- **3. RANDOM DRAWING:** The Grand Prize Winner (the "Winner") will be selected in a random drawing on or about June 20, 2015 from among all eligible entries received during the Sweepstakes Period. Drawing will be conducted by Sponsor, whose decisions are final on all matters relating to this Sweepstakes. Odds of winning a prize will depend upon the total number of eligible entries received by the close of the Sweepstakes Period. The Winner will be notified by email or telephone. The Winner must respond to such notification within five (5) days after the notification is sent or an alternate Winner will be selected from the remaining eligible entries. The winning entry will be declared made by the holder of the race registration submitted at the time of entry.
- 4. PRIZES: There will be one (1) Grand Prize: The "Grand Prize" or "Prize" will consist of a trip for two (2) to two (2) games during the Atlanta Braves vs. Washington Nationals series scheduled over Labor Day weekend (i.e. September 4, 5, and 6, 2015) in Washington, D.C. that includes: Round-trip coach air transportation from major U.S. gateway airport closest to Winner's residence; hotel accommodations for two (2) nights (one (1) two (2) person room; check-in/out dates: September 4-6, 2015 or September 5-7, 2015); One (1) pair (i.e. two (2)) of

tickets to two (2) Braves vs. Nationals games over Labor Day weekend. Approximate Retail Value ("ARV") of Grand Prize Winner package: \$1000. Any difference between actual value and ARV stated herein will not be awarded. The Winner shall bear all risk of loss or damage to their Prize package, as noted above, after it has been delivered. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, 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 or exhibition, as defined by Major League Baseball, is not played due to weather, 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 regulations in connection with the Prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to any Winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Sweepstakes Entities will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition.

Actual value of trip(s) may vary based on point of departure and dates of travel. Certain travel restrictions may apply. If a winner resides within a 150 mile radius of Washington, D.C., ground transportation may be provided in lieu of air transportation and no compensation or substitution will be provided for difference in prize value. Each Winner and guest will be required to travel together on the same itinerary and are responsible for obtaining all required travel documents. Each Winner and guest must be available to travel on dates specified by Sponsor. Travel arrangements must be made through Sponsor. Sponsor will determine the airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of any expenses incurred by winner (such as hotel accommodations, meals, ground transportation) as a result of the cancellation or delay of any flight except at the sole discretion of Sponsor. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the sweepstakes entity's airline carrier of choice as detailed in the passenger ticket contract. The Winner and his/her travel companion are responsible for providing government issued photo identification in order to travel by air as well as travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. If guest of any Winner is a minor, and/or under the age of twenty-one (21), guest must be accompanied by a parent or legal guardian (who must be the Winner and such parent or legal guardian will be required to execute and return such release prior to ticketing. Should the event portion of any prize be canceled, postponed or in any way abbreviated, the Sweepstakes Entities shall have no liability or further obligation to the Winner other than to supply the trip as described, minus the game tickets. Tickets are subject to certain terms and conditions as specified by the Sweepstakes Entities. Seat locations will be determined by Sponsor, Sponsor, and/or any other relevant party. reserves the right to remove or to deny entry to any Winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the hotel. Sponsor makes no representations of any kind concerning the appearance, safety, or performance of any part of the Prize. Prizes will be accepted "as is" and cash cannot be substituted for any ticket prize unless otherwise agreed by the sweepstakes entities. Unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent years. No responsibility is assumed by Sweepstakes Entities for any cancelled rescheduled, delayed or postponed game in whole or in part. If unused, game tickets cannot be returned, refunded or exchanged for cash value or substitute tickets. Meals, ground transportation, gratuities and all other costs and expenses not specified herein, if any, are the responsibility of the Grand Prize Winner. All prize details are at the sole discretion of the Sponsor.

All taxes and any other expenses related to accepting and/or using prize not listed in these rules are the sole responsibility of the Grand Prize Winner. Prize is non-transferable, non-assignable, and not redeemable for cash. Sponsor, in their discretion, may substitute a prize (or prize component) of equal or greater approximate retail value and comparable use for any reason.

5. Affidavit of Eligibility/Liability/ Travel Release and Publicity Release: By accepting the Prize, the Winner grants to Sweepstakes Entities the right to use Winner's name, image, and voice, in advertising, trade and promotion, including on the Internet or via wireless application protocol, without further notice, compensation or permission, except where prohibited by law.

Prize Winner's travel companion must complete, execute and return a Travel Companion Liability Release, and where lawful, a Travel Companion Publicity Release (collectively, the "Travel Companion Release Forms") prior to issuance of travel documents. Failure to return Travel Companion Release Forms at the same time as the Potential Prize Winner's Release Forms may prevent your travel companion from participating in the trip.

- **GENERAL:** By entering, all entrants agree to be bound by these Official Rules and by the decisions of the Sweepstakes Entities, which shall be final and binding in regards to all matters relating to this Sweepstakes. Entrants who do not comply with these Official Rules or attempt to interfere with this Sweepstakes in any way shall be disqualified. The use of automated entry devices or any other conduct that impedes the integrity of the Sweepstakes is prohibited.
- 7. **INDEMNIFICATION:** By entering this Sweepstakes, entrant agrees to release, hold harmless and indemnify the Sweepstakes Entities and each of their directors, officers, governors, employees and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) entrant's participation in the Sweepstakes; or (ii) the receipt, use or misuse of the Prize awarded in the Sweepstakes, including but not limited to any claims for loss, damage to property, personal injury, and/or death which may occur in connection with, preparation for, or travel related to, the Sweepstakes, or claims based on defamation, rights of privacy, rights of publicity or prize delivery. False or deceptive entries or acts will render the entrant ineligible. Sweepstakes Entities are not responsible for printing, human or other inadvertent errors in these Official Rules, promotion materials or otherwise in the offer or administration of this Sweepstakes. The Sweepstakes Entities make no warranty, guaranty or representation of any kind, and disclaim any implied warranty, concerning any claim arising in connection with participation in this Sweepstakes or any prize awarded.
- 8. LIMITATION OF LIABILITY: As a condition of entering, entrants agree (and agree to confirm in writing): (a) to -release the Sweepstakes Entities from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) under no circumstances 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; (c) all 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 (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Georgia without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in the State of Georgia.
- 9. SPONSOR: Atlanta Track Club, 3097 E. Shadowlawn Ave. Atlanta, GA 30305

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