

****TBL Frederick "Name the Team" Contest****

****OFFICIAL RULES****

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

The object of the "Name the Team" Contest ("Contest") is to collect votes for an original team name for the TBL Basketball team in Frederick, MD ("Team Name"). TBL Frederick will also collect submissions to be considered as the team name. TBL Frederick ownership and management ("Judges") will evaluate the Eligible Entries (defined below), as well as consider the fan vote results in conjunction with the Judges' scores to determine the official team name (defined below).

****ELIGIBILITY****

The Contest is only open to legal residents of All states who are eighteen (18) years of age or older, and have a valid e-mail address and internet access as of the time of entry ("Participant"). Employees, officers, and directors (and their immediate family members) of TBL Frederick ("Sponsor") are eligible to vote for and/or submit a Team Name but are not eligible to be selected as the Grand Prize Winner ("Entry Only Participants").

The Contest is subject to all applicable federal, state, and local laws and regulations. This Contest is void outside of All states and where prohibited or restricted by law. Purchase of products from Sponsor will not improve an Eligible Participant's chance of winning.

****CONTEST PERIOD****

The Contest begins on August 13, at Midnight Eastern Time ("ET") and ends on September 9, at 4:00 ET (the "Contest Period").

****HOW TO ENTER****

1. ****Online Method:**** During the Contest Period, Participants may go to <https://fearthebeast.com/name-the-team/> and click on the banners, buttons and/or links to access the online entry form for the Contest. Eligible Participants will be automatically entered in the Contest upon submission.
2. ****Mail-in Method:**** As there's no physical address provided for mail-ins, this method is not available for this contest.

All entries must include a valid e-mail address for the Participant. All information submitted by Participants is subject to, and will be treated consistently with, the <https://fearthebeast.com/name-the-team/> Terms of Use and Privacy Policy. Multiple entries are allowed; however, only one (1) vote or submission per entry is allowed. Incomplete and/or inaccurate entries are void. Online Participants who do not click their agreement to these Official Rules will not have their entries reviewed. Entries that

do not comply with the submission requirements, the Content Restrictions, or otherwise with these Official Rules will be void, eliminated, and not eligible for consideration.

****JUDGING****

The Judges will evaluate each Eligible Entry submitted based on the following criteria: (1) originality (20%), (2) creativity (20%), (3) uniqueness (20%), (4) regional relevance (20%), and (5) appropriateness for audience (20%). On or about September 9, the Judges will determine the top two (2) Eligible Entries based on the foregoing judging criteria and place them into consideration with the predetermined name voting options. During the period beginning on or about Midnight ET and ending on Midnight ET (the "Voting Period"), fans will have the opportunity to vote for their favorite of the top five (5) Eligible Entries at <https://fearthebeast.com/name-the-team/>. Limit one (1) vote per fan during the Voting Period. Additional votes beyond the specified limit will be void. Votes or email addresses generated by script, macro, or other automated means or with the intent to affect the integrity of the voting process will be void. At the end of the Voting Period, the Judges will consider the fan vote results in conjunction with the Judging Criteria scores to determine the potential official team name. Following the official name announcement on September 9th, 2023, five (5) submissions and/or votes will be chosen at random for the official Grand Prize. Winners are subject to verification of eligibility and compliance with the terms of these Official Rules, the potential Grand Prize winners will be declared the official Grand Prize winners of the Contest (the "Grand Prize Winners"). TBL Frederick does not guarantee the winning Team Name will be used and is under no obligation to use the winning Team Name; TBL Frederick reserves the right to use any of the submitted Team Names or none at all.

****PUBLICATION AND ASSIGNMENT OF RIGHTS TO ENTRY****

By entering the Contest, each Participant who submits and/or votes for Team Name agrees (i) that his or her Team Name is an original work of authorship and he or she owns all right, title, and interest in the Team Name as of the date of submission ("Participant Rights"); and (ii) to assign all Participant Rights, including copyright rights, in the Team Name to TBL Frederick and grant permission for TBL Frederick, the other Entities to publish or publicize all or part of the Team Name, including but not limited to Participant's name, address (city and state of residence), photograph, voice, and/or other likeness, Team Name and prize information (prize information is applicable only to Eligible Participants), in whole or in part, for advertising, promotional, and trade purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, throughout the world, in perpetuity, without notice or permission, and without further compensation or consideration, except where prohibited by law.

****GRAND PRIZE AND GRAND PRIZE WINNER****

The Grand Prize to be awarded in this Contest includes the following: two (2) general admission season tickets, as well as an official team shirt and hat! The Grand Prize Winner is fully responsible for any and all applicable federal, state, international, and local taxes resulting from the Grand Prize, including but not limited to, income and withholding taxes.

TRANSPORTATION AND LODGING IS NOT INCLUDED as part of the Grand Prize. All costs and expenses not specified herein, related to the Grand Prize, including but not limited to lodging, transportation costs, meals, taxes, and gratuities, and other expenses incurred by accepting and using the Grand Prize are the sole responsibility of the Grand Prize Winner. TBL Basketball game, event, and exhibition dates and times are determined in the sole discretion of the Sponsor and may be subject to change.

The terms and conditions of the tickets awarded as prizes will govern in the event a legal game or exhibition, as defined by TBL Basketball, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Grand Prize Winner and his/her guest agree to comply with all applicable stadium regulations in connection with the Grand Prize. TBL Frederick and the applicable Entities reserve the right to remove or to deny entry to Grand Prize Winner and/or his/her guest 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. Grand Prize is non-transferable, with no cash redemptions or substitutions except at Sponsor's sole discretion. Sponsor, the other Entities will not be responsible for weather conditions, 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 TBL Basketball game, event, or exhibition. TBL Basketball game, event, and exhibition tickets awarded as prizes may not be resold or 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 Grand Prize forfeiture, and may invalidate the license granted by the game, event, or exhibition ticket(s). TBL Frederick reserves the right to substitute the Grand Prize (or portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. All Grand Prize details, including, without limitation, the exact nature and duration of the ceremonial first pitch opportunity, are at the sole discretion of TBL Frederick.

****CONTEST ADMINISTRATION AND GENERAL CONDITIONS****

TBL Frederick will be responsible for resolving any disputes and rules violations that arise in connection with the Contest. All decisions by TBL Frederick regarding the Contest shall be final and binding in all respects. By participating in the Contest, each Participant accepts and agrees to be bound by these Official Rules, including all eligibility requirements.

All Participants must provide a valid e-mail address at the time of entry. If multiple entries are made from the same e-mail address, only the first entry received will be considered, and any subsequent entries will be rejected. If there is a dispute as to the identity or eligibility of an Eligible Participant based on a disputed e-mail address, the winning Eligible Entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of the entry. The "Authorized Account Holder" is the person to whom the applicable internet service provider or other organization (such as business or educational institution) has assigned the e-mail addresses for the domain associated with the submitted e-mail address.

Participants must not include any of the following content (the "Content Restrictions") in any TBL Basketball Team Name: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) lotteries or gambling; (iii) explicit language or content, images of violence,

discrimination, or promotion of illegal activities; (iv) content in violation of intellectual property rights or laws; (v) libelous, defamatory, disparaging, tortuous or slanderous materials; (vi) content that denigrates, disparages or reflects negatively on TBL Frederick or any of its respective owners and employees, or the sport; (vii) tobacco, alcohol or drugs; (viii) dangerous stunts; (ix) real weapons of any kind including, but not limited to, guns, knives or projectiles; (x) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation; (xi) individuals under legal age of majority without providing a signed release from parent or legal guardian; (xii) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (xiii) material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Team Name is created. Any Team Name that does not comply with the foregoing, in the sole discretion of TBL Frederick, will be disqualified and eliminated from consideration.

The potential Grand Prize winner will be notified by e-mail by TBL Frederick with instructions regarding acknowledgment of and claiming the Grand Prize. If the potential Grand Prize winner does not respond to any such notification by providing the requested information within three (3) business days after receipt of the e-mail, the potential Grand Prize winner will be disqualified and no longer eligible to receive the Grand Prize. If a disqualification results, an alternate potential Grand Prize winner may be chosen based on the judging criteria and fan vote results as set forth above from among the remaining Eligible Entries; the alternate potential Grand Prize winner must comply with the same requirements as the original disqualified potential Grand Prize winner to be eligible to receive the Grand Prize. As a condition of being awarded the Grand Prize, the Grand Prize Winner will be required to sign and deliver to TBL Frederick an Affidavit of Eligibility, a Release of Liability and an Irrevocable, Royalty-Free Assignment of the Participant's Rights in favor of TBL Frederick (the "Winner Release Documents"), which must be completed, notarized and returned to TBL Frederick within ten (10) business days of receipt. The Winner Release Documents will be provided to the Grand Prize Winner by e-mail. If the Winner Release Documents are not properly executed and notarized and returned to TBL Frederick within ten (10) business days of receipt, the Grand Prize Winner will be disqualified. If a disqualification occurs, an alternate potential Grand Prize winner will be selected as outlined above.

All federal, state and local laws and regulations apply. This Contest and these Official Rules will be governed by the laws of the State of MD. Any court of competent jurisdiction sitting in Frederick, MD, will have exclusive jurisdiction and venue for any dispute arising out of or relating to this Contest or these Official Rules. Participants expressly agree that (1) all disputes will be determined by a court of competent jurisdiction in Frederick, MD, and (2) that court will have personal jurisdiction over all parties to any dispute. Participants agree to waive and relinquish any right they have to sue TBL Frederick as a class. Under no circumstances will any Participant be entitled to, and therefore expressly waive, relinquish and agree to have no claim to any punitive, exemplary, multiple, incidental or consequential damages of any type or nature including, but not limited to, attorneys' fees and costs (including without limitation court and

expert costs). Each Participant's damages are expressly limited to any actual out-of-pocket expenses incurred in submitting any TBL Basketball Team Name.

TBL Frederick, and each of their respective parent companies, trustees, subsidiaries, franchisees, assignees, affiliates, licensees, agents, independent contractors and advertising and promotional agencies, and each of their respective general and limited partners, members, shareholders, officers, directors, agents, employees, representatives and contractors (collectively, the "Released Parties") shall not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected online entries, for incorrect, inaccurate or incomplete entry information whether caused by an Eligible Participant or by any equipment, or technical malfunction or for any human error, technical error or malfunctions.

The Released Parties shall not be responsible for typographical or other human or technical errors in the offer or administration of this Contest, including but not limited to, errors in advertising, the Official Rules, the selection and announcement of the Grand Prize Winner or the distribution of the Grand Prize. TBL Frederick reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

The Released Parties make no warranties, express or implied, relative to the use or enjoyment of the Grand Prize, including without limitation, its quality, merchantability or fitness for a particular purpose. By entering the Contest, Grand Prize Winner agrees to hold harmless and fully release TBL Frederick, the other Entities and each of their respective parent companies, trustees, subsidiaries, franchisees, licensees, employees, agents, independent contractors and advertising and promotional agencies from any

and all liability for any injuries, losses, death, or damages of any kind caused by the Grand Prize or resulting from the acceptance, possession, quality, use or misuse of the Grand Prize or travel related to the receipt or use of the Grand Prize.

Any Team Name that is incomplete, late or otherwise does not comply with these Official Rules will be disqualified.

If this Contest is challenged by any legal or regulatory authority, TBL Frederick reserves the right to discontinue or modify the Contest, or to disqualify Eligible Participants residing in the affected geographic areas. In such event, TBL Frederick and the

TBL Entities shall have no liability to any Eligible Participants who are disqualified due to such an action.

The Contest is a skill contest designed to increase consumer awareness of and interest in TBL Basketball. This Contest may not be used for any form of gambling.

INTERNET AND MAIL

If for any reason the Contest is not capable of running as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, theft, technical failures, or any other causes beyond the control of TBL Frederick, the other Entities reserve the right at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. In such event, TBL Frederick further reserves the right to judge the entries received prior to such event and award the Grand Prize as of the termination date.

The Sponsor and the Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, misdelivery, loss or destruction or unauthorized access to, or alteration of, entries. The Sponsor and the Entities are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at <https://fearthebeast.com/name-the-team/>, or any combination thereof, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. The Sponsor and the Entities are not responsible if any mailed entries are not timely received as a result of any actions by the United States Postal Service or any of its employees, or for any lost, misdirected, delayed or misdelivered mail entries.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, TBL Frederick AND THE ENTITIES AND EACH OF THEIR RESPECTIVE AGENTS RESERVE

THE RIGHT TO SEEK DAMAGES FROM ANY PARTICIPANT RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

OFFICIAL RULES/GRAND PRIZE WINNER INFORMATION

For Grand Prize Winner information (available after September 9) or an additional copy of the Official Rules, send a self-addressed, stamped envelope to: TBL Frederick, Name the Team Contest, n/a, and specify either "Official Rules" or "Grand Prize Winners List."

SPONSOR: TBL Frederick - 5408 Huntington Parkway, Bethesda, MD 20814.

TBL Basketball trademarks and copyrights are proprietary to the respective Sponsor and Entities. All rights reserved.

CONSENT LICENSE AND RELEASE In exchange for the opportunity to participate in the TBL Basketball Contest, and the possibility of the use of Participant's Team Name and/or the

Participant's appearing in an audio, visual and/or multimedia production, the receipt of which opportunities shall be sufficient consideration for this Consent, License and Release, each Participant does hereby:

- agree that his/her Team Name is an original work of authorship and that, as of the date of submission, he/she owns all right, title and interest in the Team Name or has all necessary rights in the Team Name in order to submit it to Sponsor under the terms of these Official Rules, applicable to legal residents of All states, and running from August 9 to September 9;
- consent to the collection by Sponsor (or its designee) of his/her personal information, including without limitation name, date of birth, address (city and state/territory/province of residence), telephone number(s) and email address(es) (the "Personal Information") in connection with the Team Name;
- grant to Sponsor and each of their respective designees the perpetual and unlimited right and license to use, edit, modify, duplicate and/or create derivative works from his/her Team Name throughout the world and in perpetuity, including, but not limited to, the right for Sponsor and Entities, as applicable, to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Team Name via the Internet or any other interactive media, in stadium, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without payment of any compensation to the Participant or his/her heirs and successors, (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming or services Entities or for any other advertising, marketing, publicizing and promotional purposes and in any materials related thereto; and/or (iii) for any other purpose whatsoever, including through the website <https://fearthebeast.com/name-the-team/> during the fan vote period from Midnight to Midnight;
- agree that the foregoing license includes without limitation the right (i) to use his/her name (and any other Personal Information that may be incorporated into the Team Name), likeness, image, voice, statements, appearance and performance as embodied in the Team Name in whole or in part, for advertising, promotional and trade purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide, in perpetuity, without notice and without further consideration or compensation, except where prohibited by law; (ii) to edit, alter, distort, add to, rearrange and otherwise modify the Team Name, and use the Team Name in whole or in part or in combination with other materials; and (iii) to assign and/or license others to use the Team Name for all of the purposes hereunder;
- acknowledge and agree, with respect to the Personal Information, that Sponsor and Entities shall have the right (subject to applicable law) to (i) incorporate certain of the Personal Information into the Team Name and use such Personal Information as incorporated therein; (ii) analyze and use the Personal Information for any and all purposes, including without limitation sending him/her advertising and promotional materials and for any other advertising, marketing and promotional purposes; and (iii) to share the Personal Information with third parties for their advertising, marketing and promotional purposes or for any other purposes;
- acknowledge that Participant shall have no right of approval of any use of the Team Name and the Personal Information as permitted hereunder, and that the Grand Prize consists of TWO season tickets, as well as an official team shirt and hat, with an approximate retail value of \$350.00;
- agree that Participant shall use any copy of the Team Name that he/she obtains solely for his/her personal, non-public, non-commercial use; and
- release and indemnify in perpetuity the Released Parties from any claims, demands, losses and liabilities of any nature arising out of or in any way connected with the Team Name, the Personal

Information and the use thereof as permitted hereunder, including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy, governed by the laws of MD and subject to exclusive jurisdiction in Frederick, MD. Nothing herein will obligate the Sponsor and Entities to make any use of any of the rights set forth herein. In the event that any individual(s) appears with the Participant in the Team Name but does not submit a separate Consent, License and Release, the Participant hereby represents and warrants (i) that such individual(s) has authorized Participant to agree to this Consent, License and Release on his/her behalf (or, with respect to any individual under the legal age of majority in his/her jurisdiction of residence, that Participant is the parent and/or legal guardian of such individual(s) with legal authority to act on behalf of such individual), and (ii) that Participant agrees to this Consent, License and Release on behalf of such individual(s).