

**Action Team Report  
Community Service Investigation Contest**

**OFFICIAL RULES**

The Action Team Community Service Investigation (C.S.I.) contest (the “Contest”) is open only to legal residents of the United States and Puerto Rico who are 14 years of age or older at the time of entry. **Do not enter if you are not eligible to enter because of your age or because you are not at the time of entry a legal resident of the United States or Puerto Rico.** Void where prohibited. The Contest begins at 12:00:01 a.m. Eastern Standard Time (“EDT”) on September 1 2010, and ends 11:59:59 p.m. EDT on June 30, 2011 (the “Promotion Period”).

**HOW TO ENTER THE CONTEST:**

Every student completing as part of a group or as an individual an Action Team C.S.I. project as published in *The Wall Street Journal* Classroom Edition during the Promotion Period who has his/her teacher submit his/her name via the official C.S.I. Projects Form (the “Projects Form”) by the published submission date is eligible to receive a free gift from the Major League Baseball Players Trust. Every teacher with at least three students completing an Action Team C.S.I. project is eligible to receive a certificate signed by a Major League Baseball player. Prizes and certificates shall be available only while supplies last. Each student whose name is included on a Projects Form will be entered into one of five random drawings for a baseball signed by a current Major Leaguer. One class submitting a Projects Form will be chosen at random to win a live teleconference with a current Major League Baseball player. Limit one (1) entry per person per month. No photocopied or mechanically reproduced entries allowed. Incomplete entries are void. The Promotion Parties (as defined below) are not responsible for lost, late, delayed, damaged, stolen, illegible, incomplete or misdirected entries. Entries become property of the Promotion Parties and will not be returned. Eligibility to participate in the Contest is not dependent upon entrant’s provision of optional information. Proof of sending or submission will not be deemed to be proof of receipt. Sponsor (as defined below) will not acknowledge receipt of entries. Incomplete entries are void. Any fraudulent and/or duplicate entries will disqualify entrants from the prizes and/or certificates. By submitting an email address on your entry form, you agree that the Sponsor may contact you by email from time to time regarding information, offers and promotions it thinks may be of interest to you. Entries will be stored in an electronic database managed by the Major League Baseball Players Association (the “MLBPA” or “Sponsor”). To be removed from the database at any time, mail a written request to: MLBPA 12 East 49<sup>th</sup> Street, 24<sup>th</sup> Floor, New York, NY 10017. Sponsor, in its sole discretion, reserves the right to add additional methods of entry at any point during the Contest.

**ELIGIBILITY:** Contest is open to legal residents of the United States and Puerto Rico who are 14 years of age or older at the time of entry. Employees of the Promotion Parties (as defined below) or any of their respective subsidiaries, affiliates, parent companies, retail locations, suppliers, distributors, advertising, promotion or any other agencies or entities involved with this promotion and members of the immediate families (biological, step- or in-law), including parents, grandparents, children, siblings or spouses of any of the foregoing (regardless of where they live) or households of any of the above, whether related or not, are NOT eligible to participate. The “Promotion Parties” shall mean the MLBPA (together with its employees, officers, affiliates, representatives, agents, members, successors and assigns, including the Major League Baseball Players Trust, the “MLBPA”).

**PRIZES:** One (1) free gift, to be selected by the Sponsor in its sole and complete discretion, may be awarded to those students completing an Action Team C.S.I. project which has been submitted by his/her teacher by the published submission date. Those teachers submitting three (3) or more students on any C.S.I. Projects Form may receive one (1) certificate signed by a current Major Leaguer. Each student included on a Projects Form is entered into one of five random drawings for a baseball signed by a current Major Leaguer. One class submitting a Projects Form will be chosen at random to win a live teleconference with a current Major League Baseball player. The actual value of the foregoing (each, a “Prize” and collectively, the “Prizes”) may vary depending on changes in their market value. Any difference between the ARV and the actual value will not be awarded. Sponsor will provide Prizes at its sole discretion based on availability.

Entrants hereby release and hold harmless each of the Promotion Parties from any and all claims, demands, losses, promises, causes of action, and liabilities arising out of the preparation for, or participation in, this promotion or any use/misuse of the Prizes awarded hereunder. The relevant Prize consists only of those items specifically listed as part of such Prize. Prizes are nontransferable. Substitution, including cash substitution, of the Prize by the winner is not permitted. The Sponsor reserves the right to substitute the Prize (or any part thereof) with a prize of similar or greater value and/or quality. All federal, state, and local taxes, if any and other fees associated with Prize receipt and use are the sole responsibility of the winners. All federal, state, and local taxes apply. Void where restricted or prohibited by law, rule or regulation.

**DRAWING:** The potential winners for the Prizes will be selected in a random drawing from all eligible entries combined on or about December 1, 2010, for the September 2010 promotion; February 1, 2011 for the November 2010 promotion; April 1, 2011 for the January 2011 promotion and June 1, 2011 for the March 2011 promotion. The drawings will be conducted at random by Sponsor, whose decisions will be final and binding in all respects. The entrants named on the winning entries will be deemed the winner of the Prize if he or she is confirmed to have met all of the other requirements for participating in the Contest. All selected winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements.

The Prize winners will be notified directly or through their teachers via e-mail, telephone or USPS mail. If a Prize winner (i) cannot be contacted, or (ii) fails to provide all required information, in each case such event will result in forfeiture of the right to be declared a Prize winner and/or receive a Prize, and an alternate entrant will be drawn from all remaining eligible entries. A winning entry may also be announced by any other means that the Sponsor, in its sole discretion, deems appropriate. The Sponsor shall not be responsible for the winner’s failure to receive the notice that his/her entry has been drawn.

All Prizes are final and nonrefundable or transferrable. Winners must accept or forfeit Prizes.

**OTHER CONDITIONS:** All federal, state and local taxes on the Prize and all other costs not specifically outlined in these rules are the responsibility of the winner. The 2010 Prize winners will be issued an IRS Form 1099 in January 2011 and the 2011 Prize winners will be issued an IRS Form 1099 in January 2012 in the amount of Prize value. The winner is advised to seek independent counsel regarding the tax implications of accepting Prize. The Prize cannot be transferred, assigned, redeemed for cash or substituted except at Sponsor’s sole discretion, or as provided herein. Sponsor reserves the right to substitute a Prize of equal or greater value if an advertised Prize becomes or is unavailable for any reason.

By accepting a Prize, each winner (i) agrees to accept the Prize in the manner set forth by the Sponsor; and (ii) grants to the Promotion Parties and each of their respective designees the right to publicize (or utilize, as applicable) such winner's name, address (city and state of residence), biographical information, photograph, voice and/or photograph, voice and/or other likeness and Prize information, in any manner whatsoever, at the Sponsor's sole discretion, worldwide, in perpetuity, including, without limitation, for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide, in perpetuity without limitation and without additional consideration or compensation, notification or permission, to the winner for any such use, except where prohibited by law.

Further, by participating in the Contest, each entrant represents that he/she has read and complied with the Official Rules and agrees to release the Promotion Parties and each of their respective parent companies, affiliates, subsidiaries, media partners, advertising, promotion, and other coordinating agencies involved in this promotion, and each of their respective officers, directors, members, and employees from any and all liability and will be held harmless by winner and his/her heirs and executors for any injuries, damages, or claims of any kind sustained in connection with participation in this Contest or the use, acceptance, possession or awarding of any Prize, or while preparing for, participating in, and/or traveling to or in connection with any Prize-related activity.

The Promotion Parties are not responsible for (i) technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind; (ii) unauthorized human intervention; (iii) traffic congestion; (iv) incomplete or inaccurate capture of entry information (regardless of cause); or (v) failed, incomplete, garbled, jumbled or delayed entries that may limit one's ability to enter the Contest. The Promotion Parties do not assume any responsibility for any disruption in the Contest caused by schedule changes (including event cancellations), labor strikes, or any other act, circumstance or other unforeseen event outside of the control of the Promotion Parties. Sponsor reserves the right to cancel or modify the Contest, to withdraw the promotion offer, cancel any method of entry, to void any entries submitted fraudulently if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible entries received up to the time of the impairment. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**FORCE MAJEURE/APPROVAL AND UNFORESEEN OCCURRENCES:** If, for any reason, the Contest cannot be conducted as planned by reason of lost mail, computer failure, tampering, unauthorized intervention, fraud, errors or any other causes beyond the control of the Promotion Parties that, in the sole opinion of the Promotion Parties, compromise, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, or if fire, flood, explosion, war, embargo, government requirement, fraudulent, criminal or grossly negligent acts, security breaches, civil or military authority, terrorism, acts of God, acts or omissions of carriers, or

any other cause beyond the control of the Promotion Parties, interferes with the Contest's proper conduct as contemplated by these Official Rules, as determined by the Promotion Parties in their sole discretion, the Promotion Parties may, without prior notice, terminate, modify or suspend the Contest in whole or in part. In the event of termination of the Contest, Sponsor reserves the right to post notice regarding the termination and award the Contest prize in a random drawing from eligible entries received as of the time of the impairment.

**DISPUTES:** By participating in the Contest, each entrant fully and unconditionally agrees to and accepts these Official Rules, including all eligibility requirements, and the decisions of Sponsor, which are final and binding in all matters related to the Promotion. As a condition of entering this Contest, each entrant agrees that: (1) under no circumstances will the entrant be entitled or permitted to obtain awards for, and entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased but in no event shall attorney's fees be recoverable by either party; (2) any and all disputes, claims and causes of action arising out of or connected with the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court in the state of New York. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, participants' rights and obligations, or the rights and obligations of the Promotion Parties in connection with the Contest shall be governed by and construed in accordance with federal law, and to the extent not inconsistent, the laws of the state of New York.

**WINNER LIST:** For a list of the winners, mail a self-addressed, stamped #10 envelope to: Major League Baseball Players Association, 12 East 49<sup>th</sup> St, 24<sup>th</sup> Floor, NY, NY 10017. Requests must be received by June 1, 2011. The winners list will be sent after the Prizes have been awarded.

**SPONSOR:** Major League Baseball Players Association, 12 East 49<sup>th</sup> St, 24<sup>th</sup> Floor, NY, NY 10017. The Contest is not sponsored, produced or executed by any entity affiliated with Major League Baseball.

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