Sweepstakes: Beatbox's Unbox the Ultimate Tailgate Enter-To-Win Sweepstakes 2025

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. MUST BE AT LEAST 21 YEARS OF AGE TO ENTER AND WIN ANY PRIZE. ALCOHOL IS NOT AWARDED AS A PART OF ANY PRIZE.

The sweepstakes start date is 08/15/25. This date is subject to change at the discretion of the Sponsor.

- A copy of these terms and conditions will be available at https://www.milb.com/san-jose/fans/contests throughout the sweepstakes.
- 2. By participating in this sweepstakes between 12:01:00 AM PDT on 08/15/25 to 11:59:00 PM PDT on 09/15/25 (inclusive), you agree to be bound by these terms and conditions.
- 3. To enter the sweepstakes, you will need access to the internet. You can enter by visiting the https://www.milb.com/san-jose/fans/contests where there will be a link that will direct you to the sweepstakes entry page.
- 4. Alternative method of entry. On a 3"x 5" postcard print your name, complete address, phone number and (if applicable) email address. Mail your completed entry to: San Jose Giants Baseball Club, P.O. Box 21727, San Jose, CA 95151 All mailed entries must be received by 11:59 p.m. on 09/15/25. BeatBox will not accept and are not responsible for mailed entries that are late, lost, stolen, mutilated, damaged, incomplete, illegible, postage due, or misdirected.
- The sweepstakes will entail the entrant clicking on a link located at https://www.milb.com/san-jose/fans/contests entering the requested details. The winner will then be selected at random after 11:50:00 PM PDT on 09/15/25 from those who have entered the promotion in accordance with these terms and conditions.
- 6. When entering the sweepstakes, you acknowledge that your name, address, e-mail address and date of birth (the "**Personal Data**") will have been made available to the San Jose Giants (the "**team**"). All Personal Data will be held and used by the team in accordance with the team's privacy policies. By submitting your details on entry to the sweepstakes you agree that from time to time, our partners (including the team), BeatBox or associated companies may contact you with information regarding relevant goods and/or services we feel may be of interest to you.
- 7. One entry per person per household.
- 8. Must be a legal resident of the United States and at least 21 years of age or older at the time of entry to participate.
- 9. The prize is non-transferable and there will be no cash alternative or alternative prizes for any reason. If a prize or any portion thereof cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.
- 10. The winners will be picked at random from all eligible entries received.
- 11. The winners will be contacted by the San Jose Giants by telephone or email on or after 11:59:00 PM PDT on 09/15/25. Potential winners may be required to respond to notification within 48 hours and may be required to complete and return an affidavit of eligibility and liability/publicity release. Failure to do so may result in disqualification and selection of an alternate winner.
- 12. Prize (1 total): One (1) winner will each win one (1) Tailgate package (the "Prize"). Alcohol is not awarded as a part of this Prize. Each Prize includes:

Backpack: \$70.00 ARVKoozies: \$3.00 ARVTowel: \$30.00 ARVSpeaker: \$30.00 ARV

- Approximate Retail Value ("ARV") of each prize \$133.00
- 13. Acceptance of the prize authorizes the Team to publish the name of the winners and the winners are consenting to having publicity photographs and/or video images taken of them taken for use by the Team. Where consent is not provided, or where a winner does not wish to accept the prize, an alternative winner may be selected instead.
- 14. Entrants agree to release and hold harmless Team, Future Proof Brands LLC d/b/a BeatBox Beverages, and each of their respective parents, affiliates, officers, directors, employees, and agents (collectively, "Released Parties") from any and all liability, loss, or damage arising from or in connection with participation in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of any prize.
- 15. The Released Parties shall not be liable for any failure to comply with their obligations where the failure is caused by something outside their reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political

- unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
- 16. The Released Parties accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the sweepstakes or accepting the prize. Nothing in these terms and conditions shall exclude the liability of the Released Parties for death or personal injury as a result of its negligence or for fraud or fraudulent misrepresentation.
- 17. The Sponsor of this Sweepstakes is the San Jose Giants and shall be solely responsible for the operation of this Sweepstakes, including but not limited to contacting the winners, verifying eligibility, and facilitating prize fulfillment.
- 18. By accepting a prize, winner agrees to release and hold the Released Parties from and against any and all alleged or actual claims (including without limitation personal and bodily injury, wrongful death and disability, property damage), actions, demands, settlements (whether or not litigation is commenced), judgments, losses, liabilities, damages, harm, injuries, costs and expenses (including without limitation reasonable attorney's fees) whatsoever, including, without limitation, property damage, personal injury (including without limitation, pain and suffering and/or emotional distress) and/or death, violation of publicity rights, defamation or invasion of privacy (collectively "Claims") arising from or related, in whole or in part, to participation in this Sweepstakes, any Sweepstakes related activity (including but not limited to travel to/from the Location and/or participation in Sweepstakes and/or prize related activities), delivery, mis-delivery, acceptance, possession, use or misuse of a prize, whether or not caused in whole or in part by the negligence of the Sponsor, Administrator and/or their agents. In no event will Released Parties, their parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies and/or all of their respective officers, directors, employees, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential or punitive damages, arising out of or relating to your participation in this Sweepstakes or prize related activities, or access to, and use of, any participating mobile applications or internet site(s) or the downloading from and/or printing material downloaded from said internet site(s). By entering and/or accepting a prize, entrants and any winner covenant, to the fullest extent permitted by law, not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release in any manner whatsoever.
- 19. INDEMNIFICATION You hereby agree to indemnify and hold Minor League Baseball, The MLB, MLBAM, BIRCO, Future Proof Brands LLC d/b/a BeatBox Beverages and their owners, officers, directors, employees, affiliates, agents, successors, and assigns harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of this Website, the products, Merchandise, Tickets and/or Services purchased via this Website; or (B) any alleged breach of this Agreement by you.
- 20. ODDS OF WINNING: Odds of winning depend upon the number of eligible entries received.
- 21. Privacy Policy:
- 22. **Winner List:** To obtain a copy of the winners' list, send a self-addressed, stamped envelope to: San Jose Giants Baseball Club, P.O. Box 21727, San Jose, CA 95151.