

## **Rude American USA 40 Foot Youth Inflatable Batting Cage Sweepstakes Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Eligibility**

Inflatable Youth Batting Cage Sweepstakes! (the "Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia. Minors that enter must have a legal guardian who are at least eighteen (18) years old at the time of entry provide written authorization and acceptance of the sweepstakes "rules". Employees of Rude American USA and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

### **2. Sponsor**

The Sweepstakes is sponsored by Rude American USA, located at 2675 Patrick Lane #6, Las Vegas, Nevada 89120

### **3. Agreement to Official Rules**

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. Winners are responsible for freight costs and any applicable taxes.

### **4. Sweepstakes Period**

The Sweepstakes begins on March 16, 2020 at 9am PST and ends on December 16, 2020 at 12 Noon PST (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes using any of the following methods:

Online

### **5. How to Enter**

Online: This method of entry will be available by visiting our website [www.rudeamericanusa.com](http://www.rudeamericanusa.com), [www.vegasvalleybaseball.com](http://www.vegasvalleybaseball.com), [www.topchoicebaseball.com](http://www.topchoicebaseball.com), [www.arizonausssa.com](http://www.arizonausssa.com),

[www.baseballfirst.com](http://www.baseballfirst.com), [www.socalusssabaseball.com](http://www.socalusssabaseball.com), and [www.tprbaseball.com](http://www.tprbaseball.com) and following the directions provided to fill out the entry information, and submit.

Limit one (1) entry per person, per email address, and per household for the duration of the Sweepstakes Period, regardless of method of entry. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

California and Arizona Registered USSSA Player/ Parents will be given a special code by their Director's staff. When using the code registered California and Arizona USSSA Players will receive 2 additional entries into the sweepstakes.

California and Arizona Registered USSSA Player/ Parents that have registered their player for a California or Arizona USSSA Tournament in those states will receive a special code by their Director's staff for 3 additional entries for every tournament they registered and paid for.

Any USSSA player /parent from any State listed in our sweepstakes rules that registers for a Las Vegas USSSA tournament will receive a special code by their Director's staff for 6 additional entries for every Las Vegas USSSA tournament that they registered and paid for.

## **6. Prize Drawing**

On or about December 16, 2020, the Sponsor will select potential winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via telephone or email on or about December 18, 2020. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

## **7. Winner Notification**

The potential winners will be notified by email, mail or phone. Each potential Grand and First Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential

winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

## **8. Prizes**

Grand Prize: Rude American USA's 40Foot Youth Inflatable Batting Cage, (6) Six 2020 MOAB - Mother of All Bats and 6 Back Pack Carry Bags valued at \$11,748.00..

2nd Place (6) Six MOAB - Mother of All Bats and 6 Back Pack Carry Bags valued at \$2,148.00.

3rd Place (6) Six MOAB - Mother of All Bats valued at \$1,800.00

## **9. General Conditions**

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **10. Release and Limitations of Liability**

By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties)" from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors

associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Sweepstakes-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Nevada. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants 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 Nevada, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Nevada.

## **12. Privacy**

Information collected from entrants is subject to Sponsor's privacy policy.

## **13. Winner List**

To request the name of the winner send a self-addressed, stamped envelope to Rude American USA 2675 Patrick Lane #6 Las Vegas Nevada 89120 Winner List requests will only be accepted after the promotion end date (listed above). For the Winner List, you can also send an email to [support@rudeamericanusa.com](mailto:support@rudeamericanusa.com)