

**NEW ERA CAP 2009 MLB CALL-UP SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

By taking part in the New Era Cap 2009 MLB Call-Up Sweepstakes you accept and agree to be bound by these Official Rules and agree that all decisions of the Sponsors are final and binding. These Official Rules apply only to this Sweepstakes and not to any other promotions, contests, or sweepstakes sponsored by New Era Cap Co., Inc.

**SPONSORS:** This Sweepstakes is sponsored by the New Era Cap Co., Inc. 160 Delaware Ave., Buffalo, NY 14202 ("**New Era Cap**") and Pittsburgh Associates d/b/a The Pittsburgh Pirates ("**Pittsburgh Pirates**") (collectively "**Sponsors**").

**SWEEPSTAKES PERIOD 1:** "NEW ERA CAP 2009 MLB CALL-UP SWEEPSTAKES" (the "**Sweepstakes**") **Period 1** begins at 9 AM Eastern Standard Time on April 1, 2009 and ends at 11:59 PM Eastern Standard Time on April 30, 2009 ("**Sweepstakes Period 1**").

**SWEEPSTAKES PERIOD 2:** The **Sweepstakes Period 2** begins at 9 AM Eastern Standard Time on May 1, 2009 and ends at 11:59 PM Eastern Standard Time on May 31, 2009 ("**Sweepstakes Period 2**").

**ELIGIBILITY, RESIDENCY AND AGE:** The Sweepstakes is open only to legal residents of the United States, including the District of Columbia who are eighteen (18) years of age or older as of the date of entry. Employees, officers, representatives or agents of Sponsors, Major League Baseball ("MLB"), Major League Baseball Advance Media ("MLBAM"), eFashion Solutions, or any Major League Baseball Team ("MLB Team"), their affiliated entities, and their immediate family members (spouse, parents, siblings, children, in-laws, grandparents, grandchildren) and each of their respective parent companies, subsidiaries, affiliates, agents and their advertising agencies, sweepstakes agencies and production agencies are not eligible to enter. This Sweepstakes is subject to all federal, state and local laws and regulations. VOID in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations outside the continental U.S., anywhere outside of the U.S. and VOID WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW.

**HOW TO ENTER:** Send your entry via text message or by visiting the website as described below. Unlimited entries per person per period are permitted regardless of method of entry. All entrants must have a text messaging two-way capable handset and digital service in order to enter the Sweepstakes using the text messaging method. All entries become the sole property of the Sponsors and receipt of entries will not be acknowledged or returned. The Sponsors are not responsible for lost, late, incomplete, illegible, mutilated, invalid, unintelligible, or misdirected entries; all such entries will be disqualified. No facsimiles, mechanical reproductions, alterations or forged entries are permitted.

**To enter using text messaging:** During the Sweepstakes Period, using your own text-messaging capable phone, send from your handset a text message with one of the following words "PIRATES", addressed to shortcode 27656. Once you send the text message, you will be automatically entered into the Sweepstakes. You will be charged for all text messages sent and received from your handset according to the terms in your individual calling plan with your cellular provider. **All entries for SWEEPSTAKES PERIOD 1 must be received no later than 11:59 PM Eastern Standard Time on APRIL 30, 2009. All entries for SWEEPSTAKES PERIOD 2 must be received no later than 11:59 PM Eastern Standard Time on MAY 31, 2009. Text messaging service is not available in all areas. UNLIMITED NUMBER OF ENTRIES PERMITTED PER PERSON PER PERIOD REGARDLESS OF METHOD.**

**To enter without using text messaging or to enter for free:** During the Sweepstakes Period, visit [www.neweracap.com/contests](http://www.neweracap.com/contests) or [www.neweracap.com](http://www.neweracap.com) and see the "Contests" section under "About Us" and complete and mail the entry form to "NEW ERA CAP 2009 MLB CALL-UP SWEEPSTAKES" c/o Internet Marketing Department, New Era Cap Co., Inc., 160 Delaware Ave., Buffalo, NY 14202 by the deadlines outlined in these Rules. All information on the entry form must be complete for the entry to be accepted. Incomplete or illegible entries will be disqualified.

**All entries for SWEEPSTAKES PERIOD 1 must be received no later than 11:59 PM Eastern Standard Time on APRIL 30, 2009. All entries for SWEEPSTAKES PERIOD 2 must be received no later than 11:59 PM Eastern Standard Time on MAY 31, 2009. UNLIMITED NUMBER OF ENTRIES PERMITTED PER PERSON PER PERIOD REGARDLESS OF METHOD.**

## **PRIZES:**

**SWEEPSTAKES PERIOD 1:** One (1) winner ("Winner 1") will receive a "Call-Up Experience" consisting of four (4) tickets to a Pittsburgh Pirates' home regular season baseball game during the 2009 season ("Game") and access for Winner 1 and three (3) guests to watch batting practice prior to the Game from an on-field location ("BP Access") at the Pittsburgh Pirates' home stadium. The date for the Game and BP Access will be mutually agreed upon by Winner 1 and the Pittsburgh Pirates. All travel costs and overnight accommodations, if any, are the sole responsibility of Winner 1 and the guests. Winner 1 and the guests are also responsible for all other expenses related to acceptance of the prize, which are not expressly included in the prize and set forth in the description above, including but not limited to, transportation costs, meals, incidentals, personal charges at any hotel, security fees, taxes or other expenses, all which are the sole responsibility of Winner 1 and the guests of Winner 1. Winner 1 is also responsible for any and all federal, state and local taxes, including completion of W-9 taxation forms. The Sponsors will not replace any lost, mutilated, or stolen tickets, passes, access cards, access badges, vouchers or certificates. The Sponsors are not responsible if any scheduled events are delayed, postponed or cancelled for any reason, in which event that portion(s) of prize is forfeited in its entirety and no substitution will be provided except in Sponsors' mutual and sole discretion.

**SWEEPSTAKES PERIOD 2:** One (1) winner ("Winner 2") will receive a "Call-Up Experience" consisting of four (4) tickets to a Pittsburgh Pirates' home regular season baseball game during the 2009 season ("Game") and access for Winner 2 and three (3) guests to watch batting practice prior to the Game from an on-field location ("BP Access") at the Pittsburgh Pirates' home stadium. The date for the Game and BP Access will be mutually agreed upon by Winner 2 and the Pittsburgh Pirates. All travel costs and overnight accommodations, if any, are the sole responsibility of Winner 2 and the guests. Winner 2 and the guests are also responsible for all other expenses related to acceptance of the prize, which are not expressly included in the prize and set forth in the description above, including but not limited to, transportation costs, meals, incidentals, personal charges at any hotel, security fees, taxes or other expenses, all which are the sole responsibility of Winner 2 and the guests of the Winner. Winner 2 is also responsible for any and all federal, state and local taxes, including completion of W-9 taxation forms. The Sponsors will not replace any lost, mutilated, or stolen tickets, passes, access cards, access badges, vouchers or certificates. The Sponsors are not responsible if any scheduled events are delayed, postponed or cancelled for any reason, in which event that portion(s) of prize is forfeited in its entirety and no substitution will be provided except in Sponsors' mutual and sole discretion.

**RANDOM DRAWINGS: Sweepstakes Period 1:** One (1) winner will be selected in a random electronic drawing at 11:00 AM Eastern Standard Time on May 1, 2009 ("Winner 1"). **Sweepstakes Period 2:** One (1) winner will be selected in a random electronic drawing at 11:00 AM Eastern Standard Time on June 1, 2009 ("Winner 2").

## **NOTIFICATION TO WINNERS:**

**Sweepstakes Period 1: Winner 1** will be notified by **Friday, May 8, 2009** by telephone using the cellular number by which the entry was made and/or as provided on the mail in entry form.

**Sweepstakes Period 2: Winner 2** will be notified by **Monday, June 8, 2009** by telephone using the cellular number by which the entry was made and/or as provided on the mail in entry form.

Winner 1, Winner 2 and each guest will be required to execute and return to the Sponsors an Affidavit of Eligibility/Liability and a Publicity Release via overnight courier in order to claim the prize. No arrangements will be scheduled without executed Affidavits. Any guests of Winner 1 and/or Winner 2 that are under eighteen (18) years of age must have the Affidavit form signed by their parent/legal guardian.

If Winner 1 or Winner 2 cannot be reached because: (a) the number is no longer in service; (b) Sponsors are unable to leave a winning phone message notification at the phone number provided; (c) is unreachable; OR in the event any winner fails to execute and return the required Affidavit or other documentation within the required time OR in the event a winner does not accept the prize, is disqualified for any reason or fails to comply with these rules and requirements, the prize will be forfeited. Upon prize forfeiture, no compensation will be given. The prize is non-transferable; the prize cannot be substituted for another prize; the prize cannot be sold; and the prize cannot be redeemed for cash from the Sponsors. The Sponsors reserve the right in their sole discretion to randomly select another winner. The Sponsors reserve the right to substitute a prize of equal or greater value in the event a prize is unavailable. Limit one prize per person. Failure by any winner to sign any requested documents or failure by any winner to comply with any terms in these Official Rules, may disqualify the winner in the Sponsors' sole discretion and winner may forfeit his or her interest in the prize.

**CLAIMING THE PRIZE: Winner 1, Winner 2** and each guest will be required to execute and return to the Sponsors an Affidavit of Eligibility/Liability and a Publicity Release via overnight courier in order to claim the prize(s). No arrangements will be scheduled without executed Affidavits. Any guests of Winner 1 and/or Winner 2 that are under eighteen (18) years of age must have the Affidavit form signed by their parent/legal guardian. All prizes are non-transferable.

Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, submission and/or prize information in connection with the Sweepstakes, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law.

**GENERAL CONDITIONS:** By participating in this Sweepstakes all entrants authorize New Era Cap to provide MLBAM, MLB and any MLB Team with their text messaging address. Information collected in connection with this Sweepstakes will be used in accordance with New Era Cap's privacy policy and these Official Rules. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern. To see New Era Cap's privacy policy go to <http://www.neweracap.com/infoPages/privacy.php?footDept=privacy>.

Sweepstakes is intended for participation in the United States only and shall be construed only according to United States law. Entrants agree the Sweepstakes is governed by New York State law. By participating in the Sweepstakes you authorize New Era Cap, MLBAM, MLB and any MLB Team to communicate with you by text messaging.

By entering the Sweepstakes, entrants agree to be bound by these Official Rules and agree: (1) the Sponsors and its respective parent companies, subsidiaries, affiliates, officers, directors, governors, owners, distributors, retailers, agents, assignees, and advertising and sweepstakes agencies may use (unless prohibited by law) the entrant's name, voice, city/state of residence, photograph, visual and/or audio likeness for advertising and/or trade purposes, and for any other purpose in any media or format now or hereafter known without further compensation, permission or notification; and (2) to release and hold harmless the Sponsors, MLB, MLBAM, any MLB Team, and eFashion Solutions and each of their respective advertising and sweepstakes agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in this Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

**ADDITIONAL TERMS:** In case of dispute as to identity of entrant and/or winner, the entry will be deemed to be made by the authorized account holder of the cellular provider. "Authorized Account Holder" is defined as the natural person who is assigned a number by the cellular provider or as shown on the cellular provider's records. Any other attempted form of entry not specified herein is prohibited; no automatic, programmed; robotic or similar means of entry are permitted.

The Sponsors, MLB, MLBAM, and any MLB Team, and each of their respective affiliates, partners and Sweepstakes and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, which may occur in the processing of the entries or distribution of prizes in this Sweepstakes or which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's handset, relating to or resulting from participating in this Sweepstakes.

The Sponsors reserve the right, in their sole discretion, to cancel, terminate, modify, or suspend this Sweepstakes should they determine, in their sole discretion that any virus, bug, non-authorized human intervention or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, the Sponsors will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsors.

The Sponsors reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes. Additionally, the Sponsors reserve the right to prosecute any fraudulent activities to the full extent of the law.

**OFFICIAL RULES:** For a set of Official Rules, send a self-addressed stamped envelope to: "NEW ERA CAP 2009 MLB CALL-UP SWEEPSTAKES" c/o Internet Marketing Department, New Era Cap Co., Inc., 160 Delaware Ave., Buffalo, NY 14202. Requests for Official Rules must be received no later than 10 AM Eastern Standard Time May 20, 2009.

**WINNER'S NAME:** A list of winners may be obtained after July 16, 2009, by sending a self-addressed stamped envelope to "NEW ERA CAP 2009 MLB CALL-UP SWEEPSTAKES" c/o Internet Marketing Department, New Era Cap Co., Inc., 160 Delaware Ave., Buffalo, NY 14202. Requests for a list of winners for **Sweepstakes Period 1** must be received by June 1, 2009. Requests for a list of winners for **Sweepstakes Period 2** must be received by July 1, 2009.