## TXU Energy The Ultimate Texas Rangers FANtasy Tryout Contest OFFICIAL RULES

## NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

**CONTEST DESCRIPTION:** The TXU Energy Ultimate Texas Rangers FANtasy Tryout Contest (the "Contest") submission period begins on October 26, 2025 at 12:01 a.m. Central Time ("CT") and ends on November 25, 2025 at 11:59 p.m. CT (the "Contest Period"). Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of TXU Energy Retail Company LLC, 6555 Sierra Drive, Irving, TX 75039. Rep #10004 ("Sponsor"), which shall be final and binding in all respects. This Contest is in no way sponsored, endorsed, or administered by Instagram. Instagram is completely released of all liability by each entrant in this Contest.

**ELIGIBILITY:** This Contest is open only to legal United States residents residing in Texas, who are thirty (30) years of age or older at the time of entry. Employees, officers and directors of Sponsor, The Promotion House, LLC, (the "Administrator"), Rangers Baseball Express, LLC (the "Rangers"), their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies (collectively, "Contest Parties"), the MLB Entities (as defined below), and their immediate families (parent, child, sibling and spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not). The "MLB Entities" shall mean MLB Advanced Media, L.P. ("MLBAM" or "MLB.com"), the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. Contest is subject to all applicable federal, state and local laws. Void where prohibited by law. This Contest is in no way sponsored, administered or produced by the Rangers or any MLB Entity.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor.

## **HOW TO ENTER:**

To enter the Contest, you'll first need to become a registered user of www.instagram.com ("Instagram") or log into your Instagram account. If you do not have an account, go to www.instagram.com to create one. Instagram accounts are free. By submitting your information and creating an Instagram account, you agree to the Instagram's Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create an Instagram account, or participate in this Contest.

During the Contest Period:

- 1. Using the camera on your mobile phone, record a no longer than :60 second video showcasing your passion for the Texas Rangers and baseball skills (the "Submission"). The Submission must **show entrant's Texas Rangers passion** while demonstrating their batting swing, throwing/pitching motion, and fielding movement, concluding with a **brief pitch** explaining why they deserve the ultimate camp call-up.
- 2. Follow @reelfanspromo on Instagram if you don't already do so (you must follow @reelfanspromo at time of entry and through the Finalist notification).
- 3. Open your Instagram app and Direct Message (DM) your Submission from your camera roll to the @reelfanspromo Instagram account.

If you choose to enter via Instagram using your mobile phone, standard data fees may apply. See your wireless provider for pricing plan details.

Sponsor may share selected Submissions to one or more social media accounts and/or its website. Having your Submission shared by Sponsor does not mean that it has a better chance at being selected as a Finalist or winner of the Contest.

Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor.

Each Submission must meet the following "**Submission Requirements**" (any Submission that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified):

- Submission must be posted to a non-private social media account;
- Submission must be responsive to the call-to-action;
- Entrant must be the rightful owner of the Submission, including the featured content of the Submission;
- Submission must NOT contain any material that infringes or violates any right of a thirdparty including copyright, patent, trademark, trade secret or other proprietary rights, excluding those related to Sponsor or the Texas Rangers. For example, Submission should <u>NOT</u> contain reference to other sports team logos, celebrities, names or logos of businesses, music or lyrics, or clips from television shows or movies;
- Submission must NOT include third parties/people, who have not expressly authorized in writing the entrant to feature their name, image, likeness or voice in the Submission or otherwise use such name, image, likeness or voice in accordance with these Official Rules (if applicable, any selected winner may be required to verify such authorization in the form of a release);
- Submission must NOT contain subject matter which is, or could be considered, in the sole discretion of the Contest Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable;
- Submission must NOT contain any content that promotes any particular political agenda or message;
- Submission must NOT contain any personal identification, such as personal names or email addresses:
- Submission must NOT communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Submission must NOT violate any law;
- Submission must NOT contain any content that is protected by copyright (without the express prior written consent of the owner of such right), including any music or include

any recognizable locations or include names and/or descriptions of any copyrighted media production, including, without limitation, films, books, television programming, etc., or identifying descriptions of any media property; and

Submission must NOT contain any derogatory references to any of the Contest Entities.

<u>Note:</u> Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Contest if Sponsor views the Submission as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the Submission to be lacking in taste, quality, or to be otherwise objectionable. Sponsor reserves the right to waive the Submission Requirements in its reasonable discretion.

In the event of a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Contest Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error, which may occur in the processing of the entries in the Contest. The Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Incomplete entries will be disqualified. Proof of sending email is not considered proof of delivery to or receipt by Sponsor of such entry.

**Limit one (1) entry per person throughout the Contest Period.** Entries received from any person in excess of the limitation stated will be void.

**GRANT OF RIGHTS:** Each entrant into the Contest hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Submission, including the featured original artwork, in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Contest and other advertising and promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

**FINALIST SELECTION AND NOTIFICATION:** At the conclusion of the Contest Period a panel of judges, consisting of representatives of Sponsor, will review the eligible Submissions to determine ten (10) Finalist. The potential Finalists will be selected based on the following judging criteria: Demonstration of baseball skill -60%; and Submission content/authenticity -40%. In the event of a tie, an additional, tie-breaking judge will determine the Finalist(s) from among the tied entries using the judging criteria outlined herein. Sponsor reserves the right to not award all of the available Finalist slots, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. The decisions of Sponsor are final and binding on all matters relating to this Contest.

Each potential Finalist will be notified by a direct message sent to the submitting Instagram account November 26, 2025. In the event that any potential Finalist does not respond to any such notification within forty-eight (48) hours of issuance, a disqualification will result, Finalist status will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Finalist may be chosen from among all remaining eligible entries. Each potential Finalist will be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within three (3) days of date of issuance (collectively, "**Prize Claim Documents**"). A disqualification will result, and Finalist status will

be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Finalist may be selected based on the aforementioned judging results if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or potential Finalist's noncompliance with these Official Rules will also result in disqualification and forfeiture of Finalist status and, at Sponsor's sole discretion, may cause an alternate potential Finalist to be selected from among all remaining eligible entries.

**FINALIST EVENT:** On December 6, 2025, the confirmed Finalists will be invited to participate in the Finalist Event at Southfork Sports Complex in Parker, TX. Finalists are solely responsible for transportation to/from the Finalist Event and any necessary accommodations. At the Finalist Event, the confirmed Finalists will participate in five (5) skill evaluations (Hitting, Fielding, Base Running, Pitching and Interview). The Finalists will be evaluated throughout based on the same judging criteria as in the initial judging round. At the conclusion of the Finalist Event, the winner will be selected. All Finalists must be present to win. Sponsor reserves the right to proceed with the Finalist Event with fewer than ten (10) Finalists for any reason. Sponsor reserves the right to hold the Finalist Event on a different date for any reason.

## PRIZE:

One (1) Grand Prize is available. The Grand Prize consists of the opportunity for the winner ONLY to participate in the Rangers Fantasy Camp currently scheduled to take place from January 7 – January 11, 2026 in Surprise, AZ. The Grand Prize includes round-trip economy class air transportation for the winner only from a major airport in Dallas, TX (as determined at the sole discretion of Sponsor) to Phoenix, AZ. Rangers Fantasy Camp includes a personalized, authentic Texas Rangers uniform, daily meals, local ground transportation, and a single occupancy room for five (5) days/four (4) nights. Visit <a href="https://wavelandevents.com/texas-rangers-fantasy-camp-info-overview/">https://wavelandevents.com/texas-rangers-fantasy-camp-info-overview/</a> for complete details. The approximate retail value ("ARV") of the Grand Prize is \$6,250.00.

THE GRAND PRIZE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL VALUE OF THE PRIZE RECEIVED AND MUST SUBMIT THEIR SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

**GENERAL CONDITIONS:** By participating, each entrant agrees to release, discharge and hold harmless the Contest Entities, MLB Entities and their respective officers, directors, shareholders, employees, agents and representatives of the forgoing and along with Meta, Inc. (collectively, "**Released Parties**") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the prizes or in any Contest-related materials. 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 Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest(s) and, if terminated, at its discretion, select the potential winners for the applicable Contest(s) from all eligible, non-suspect Entries received for such Contest(s) prior to action taken using the winner determination procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**USE OF DATA:** By entering the Contest, you recognize and agree that the registration information provided by you will be made available to Sponsor and Administrator for purposes of Contest administration; use of such information will be governed by Sponsor's privacy policy found at <a href="https://www.txu.com/privacy-policy">https://www.txu.com/privacy-policy</a>.

**RELEASE:** As a condition of entering the Contest, entrants agree that (1) under no circumstances will any entrant be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will any entrant be entitled to receive attorneys' fees. BY ENTERING THE CONTEST, ENTRANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS CONTEST PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE CONTEST OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. ENTRANTS WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the state of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the state of Texas. Any action seeking legal or equitable relief arising out of or relating to the Contest or these Official Rules shall be brought only in the courts of the state of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**WINNERS LIST**: To receive the list of winners, send a #10 self-addressed stamped envelope to: TXU Energy Ultimate Texas Rangers FANtasy Tryout Contest, Winners List Request, c/o The Promotion House LLD, 6501 Cooper Place, Plano, TX 75093. All such requests must be received within six (6) weeks after the end of the Promotion Period.

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