

**BUDWEISER HOME RUN CONTEST**  
(the “Contest”)

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. SPONSOR:** The sponsor of this Contest is Labatt Breweries of Canada, 207 Queens Quay West, Toronto, Ontario, M5J 1A7 (“**Sponsor**”).

**2. ELIGIBILITY:**

- (a) The Contest is open only to residents of Canada, excluding the Province of Quebec who are at least nineteen (19) years of age at the time of entry.
- (b) The following individuals and their household members (whether or not related) are not eligible to enter the Contest: employees, officers, directors, shareholders, agents, representatives, successors and assigns of each of (i) Sponsor, (ii) Rogers Blue Jays Baseball Partnership (“**RBJBP**”), owner of the *Toronto Blue Jays*<sup>TM</sup> Major League Baseball team (the “**Team**”), (iii) the MLB Entities (defined below), (iv) each of their respective parents, affiliated companies, and subsidiaries, (v) provincial liquor agencies and liquor sales licensees, and (vi) any and all other companies associated with the Contest. The “**MLB Entities**” shall mean the Office of the Commissioner of Baseball (the “**BOC**”), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. (“**MLBAM**”), Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs (the “**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.
- (c) Sponsor and RBJBP shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Sponsor and RBJBP reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**3. HOW TO ENTER:**

(a) *Contest Period and Entry Period.*

- (i) The Contest period begins at 12:00 a.m. Eastern Time (“**ET**”) on Thursday, April 8, 2021 and ends immediately prior to the official start time (as determined by Major League Baseball) of the Team’s 2021 regular season home baseball game scheduled to be played on May 24, 2021 (the “**Contest Period**”). For certainty, if the regular season home baseball game scheduled to be played on May 24, 2021 is, for any reason, not played on such date, then the Contest Period shall end at 11:59 p.m. ET on May 24, 2021.
- (ii) The Contest Period consists of up to a maximum of twenty-two (22) individual entry periods, each commencing at 12:00 a.m. ET on the date of each of the Team’s first twenty-two (22) regular season home games played during the Contest Period (excluding any Team 2021 regular season home game that is the second baseball game played by the Team as part of a same-day “double header”) (each, a “**Home Game**”) and each ending immediately prior to the official start time of such Home Game (each, an “**Entry Period**”).

A complete list of Home Games can be found at [www.bluejays.com/schedule](http://www.bluejays.com/schedule). Such list of Home Games is subject to change.

- (b) ***Limitation on Entries.*** Limit of one (1) Entry (as defined below) per person/Twitter account, per Entry Period. By way of illustration, if two (2) or more otherwise eligible persons share a single Twitter account, only one (1) of them may enter the Contest during any one (1) Entry Period. If one (1) person has two (2) or more Twitter accounts, that person may enter the Contest only once during any one (1) Entry Period and only the first Entry received from such person will be considered. **Any Entries and Correct Submissions (as defined below) from one Entry Period will not carry over to any subsequent Entry Period.**

- (c) ***How to Enter.***

- (i) There is one (1) way to enter the Contest: via Twitter. No other method of entry will be accepted. To enter via Twitter, you must (A) have a valid, public (i.e., not “protected”) Twitter account, and (B) during an Entry Period, send a Tweet to remain publicly posted through the Draw Date (defined below) relating to the applicable Entry Period that (I) includes a sentence stating your guess of which inning a Team player will hit the first Team home run (each, a “**1<sup>st</sup> Home Run Inning**”) in the Home Game relating to the applicable Entry Period (the “**Submission**”); (II) includes @BlueJays and @budweiser canada in the text of the Tweet (the “**Mentions**”), and (III) contains the hashtag “#BudHomeRunContest” (the “**Hashtag**”), such Tweet to be in compliance with the Twitter Terms of Service available at [www.twitter.com/en/tos](http://www.twitter.com/en/tos). Only publicly viewable Tweets containing the Submission, the Mentions and the Hashtag will be considered valid entries. If you do not have a Twitter account, visit [www.twitter.com](http://www.twitter.com) and register in accordance with the enrolment instructions for a free Twitter account. Data and usage rates may apply to the download and use of the Twitter application. If you do have a Twitter account, but your tweets are “protected”, make them publicly viewable by unchecking the “Protect your Tweets” option in the “Privacy and Safety” settings and then saving your changes. Any Tweet that is removed or hidden prior to the Draw Date relating to the applicable Entry Period will be void, eliminated and not eligible for consideration. **Any Entries (as defined below) and Correct Submissions (as defined below) from one Entry Period will not carry over to any subsequent Entry Period.**

Each entry (including the Submission, the Mentions and the Hashtag) that is fully completed, complies with the foregoing requirements and is submitted in accordance with the instructions set forth above is referred to as an “**Entry**”. Incomplete entries will be deemed void.

Entries must be in English and must not exceed the length of one (1) Tweet (i.e., 280 characters).

- (ii) Each entrant who correctly selected the 1<sup>st</sup> Home Run Inning in their Submission during an Entry Period (and whose Entry is otherwise submitted in compliance with these Official Rules) will receive one (1) entry for a draw to win the Contest prize relating to such Entry Period (each, a “**Correct Submission**”). **In the event that a home run is not hit by a Team player during the Home Game relating to an Entry Period, no prize will be awarded for such Entry Period.**
- (iii) In the event that a Home Game scheduled to be played during the Contest Period is cancelled or postponed prior to its official start time (as determined by Major League Baseball) the Sponsor and RBJBP may, in their sole discretion:

- (A) deem the Entry Period relating to such Home Game cancelled, and any Entries submitted in connection with the Entry Period relating to such Home Game will be considered void,
  - (B) subject to paragraph 3(a)(ii), above, if the cancelled or postponed Home Game is subsequently rescheduled to be played at a later date during the Contest Period, reschedule the Entry Period relating to the originally cancelled or postponed Home Game to the date of the rescheduled Home Game (in which case, all Entries submitted in connection with the Entry Period relating to the cancelled or postponed Home Game would be considered void), and/or
  - (C) conduct the random draw to select a potential winner out of all eligible Entries received in connection with the Entry Period relating to the cancelled or postponed Home Game.
- (iv) In the event that any Home Game scheduled to be played during the Contest Period is cancelled, postponed or suspended after its official start time (as determined by Major League Baseball), the Sponsor and RBJBP may, in their sole discretion:
- (A) deem the Entry Period relating to such Home Game cancelled, and any Entries submitted in connection with the Entry Period relating to such Home Game will be considered void,
  - (B) award Correct Submissions, if any, in accordance with these Official Rules; deem the cancelled, postponed, or suspended Home Game complete; and conduct the random draw to select a potential winner, if applicable, in accordance with these Official Rules;
  - (C) conduct the random draw to select a potential winner out of all eligible Entries received in connection with the Entry Period relating to the cancelled Home Game; and/or
  - (D) subject to paragraph 3(a)(ii), above, if the applicable cancelled, postponed or suspended Home Game is subsequently rescheduled or continued on a later date during the Contest Period, reschedule the Entry Period relating to the originally cancelled Home Game to the date of the rescheduled Home Game (in which case, for clarity, all Entries submitted in connection with the Entry Period relating to the cancelled, postponed or suspended Home Game would be considered void).
- (d) Sponsor's computer shall be the official clock of the Contest with respect to Entries submitted online via Twitter. Free access to the Internet is available at most public libraries. Entrants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Entry.
- (e) By entering this Contest, each entrant consents to the collection, use, and disclosure of his/her personal information for the purposes and in the manner described herein. All information submitted by entrants on Twitter is being collected by (i) Twitter and is subject to any terms of use and/or privacy policies of such entity, (ii) RBJBP, and will be treated in accordance with RBJBP's Privacy Policy, available at [www.bluejays.com/privacy](http://www.bluejays.com/privacy), subject to the entrants' stated preferences from time to time, and (iii) Sponsor, and will be treated in accordance with Sponsor's Privacy Policy available at [www.budweiser.ca/ca\\_en/privacy-policy.html](http://www.budweiser.ca/ca_en/privacy-policy.html).
- (f) All information submitted by entrants offline is being collected by RBJBP or Sponsor and will be available to both parties. All such information will be treated by Sponsor in accordance with Sponsor's Privacy Policy available at [www.budweiser.ca/ca\\_en/privacy-policy.html](http://www.budweiser.ca/ca_en/privacy-policy.html) and by RBJBP in accordance with RBJBP's Privacy Policy, available at [www.bluejays.com/privacy](http://www.bluejays.com/privacy).

Sponsor's and RBJBP's treatment of information is subject to each entrant's stated preferences from time to time.

- 4. CONTENT RESTRICTIONS:** By entering the Contest and submitting an Entry, each entrant represents and warrants that his/her Entry (including, without limitation, the Submission) does not include any of the following content (the "**Content Restrictions**"): (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws, including without limitation content displaying trademarks or logos owned or licensed by third parties (without having obtained the requisite consent); (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on any of the Released Parties (defined below), or the game of baseball; (g) tobacco, e-cigarettes, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by law; (k) content showing identifiable individuals who have not consented to the use of their images in connection with the Submission (if individuals are under the legal age of majority, entrants represent that they have obtained a signed release from the parent(s) or legal guardian(s)); (l) personal information of individuals, including without limitation names and addresses, without the consent of those individuals; (m) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); (n) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any province where the Entry is created; and (o) any other content that is or could reasonably be considered to be inappropriate, unsuitable, or offensive, including, without limitation any individuals who appear to be (1) intoxicated or otherwise inebriated or (2) wearing apparel that displays offensive imagery or displays the trademarks and/or logo of a Club other than the Team. Any Entry that does not comply with the foregoing, as determined in the sole discretion of Sponsor and/or RBJBP, will be disqualified and eliminated from consideration.
- 5. PUBLICATION, LICENCE, RELEASE, AND INDEMNIFICATION:** By entering the Contest and submitting an Entry, each entrant: (a) represents and warrants that his/her Entry is an original work of authorship and that he/she owns all right, title and interest in and to the Entry as of the date of submission or has all necessary rights, authorizations, and/or assignments (including assignment of copyright, if applicable) to submit it and the express permission of all individuals and the rights necessary to use all content and materials embodied in the Entry and to submit the Entry for possible use as provided herein; (b) represents and warrants that his/her Entry does not violate the [MLBAM Terms of Use](#) (accessible at the link provided above) or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) grants to Sponsor, RBJBP, MLBAM, and other MLB Entities and each of their respective designees the perpetual, unlimited, and irrevocable right and licence to use, license, edit, modify, duplicate and/or create derivative works from his/her Entry throughout the world and in perpetuity, including, but not limited to, the right for Sponsor, RBJBP, MLBAM, and other MLB Entities and each of their respective designees, as applicable, to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Entry via the Internet or any other interactive media, in stadium, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without payment of any compensation or notice of any kind to the entrant or his/her heirs and successors, (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming or services of the MLB Entities or for any other advertising, marketing, publicizing or promotional purposes and in any materials related thereto; and/or (iii) for any other purpose whatsoever; (d) releases in perpetuity the Released Parties (defined below) from any claims, demands, losses and liabilities of any nature arising out of or in any way connected

with the Entry, and the use thereof as permitted hereunder, including, but not limited to, claims of false endorsement or infringement of intellectual property rights, rights of personality, publicity or privacy; and (e) agrees to indemnify and hold harmless each of the Released Parties (defined below) from and against any claim or action brought by a person whose consent was not obtained by the entrant or by any person claiming its intellectual property rights, including without limitation, copyright, moral rights (including rights of integrity, attribution and anonymity), trademark rights, or its personality or privacy rights, are infringed by reason of the use by Sponsor, RBJBP, MLBAM, other MLB Entities or any of their respective designees of the Entry or any part thereof as contemplated by these Official Rules. By entering the Contest, each entrant confirms that he/she waives all moral rights in respect of his/her Entry. Nothing herein will obligate Sponsor, RBJBP, MLBAM or the MLB Entities to make any use of any of the rights set forth herein.

- 6. PRIZE DESCRIPTION:** Up to a maximum of twenty-two (22) prizes will be awarded (up to one (1) per Entry Period). Winners will each receive one (1) prize consisting of:

- (a) One (1) Team-branded “replica” jersey; and
- (b) One (1) Sponsor-branded mini-refrigerator, with approximate dimensions of twenty-one (21) inches wide, twenty-two (22) inches long, and thirty-four (34) inches high. The mini refrigerator will not include any items within it. For certainty, no alcoholic beverages, non-alcoholic beverages, or other food items are included as part of the prize.

The total estimated retail value of each prize is CDN \$450 Any difference in value will not be awarded.

**In the event that a home run is not hit by a Team player during the Home Game relating to such Entry Period, no prize will be awarded for such Entry Period.**

Limit of one (1) prize per person. Odds of winning depend on the number of Correct Submissions received during the applicable Entry Period, and whether an entrant’s Entry contained a Correct Submission.

- 7. PRIZE CONDITIONS:**

- (a) Any and all Contest prizes must be accepted as awarded and may not be transferred, assigned, or redeemed for cash except at Sponsor and RBJBP’s sole and absolute discretion. Sponsor and RBJBP reserve the right to substitute any stated prize (or portion thereof) with an alternate prize of comparable or greater value at its sole and absolute discretion, for whatever the reason. Prizes may not be exactly as advertised, and except as expressly warranted herein, any prize is provided “as is” without further warranty of any kind.
- (b) All prize details will be determined in the sole discretion of Sponsor and/or RBJBP. Some restrictions may apply. Any unused portion of the prize will be forfeited. Each prize winner must be nineteen (19) years of age or older. The winners are fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).
- (c) Any and all additional costs and expenses associated with prize acceptance and use not specified herein as being provided and any expenses incurred by the winners in claiming, accepting and/or using the prize are the sole responsibility of each individual winner.

- 8. RANDOM DRAW:** Within two (2) business days of the close of an Entry Period, a Sponsor representative, or other person designated by Sponsor, will select by random draw one (1) potential

winner from among all Correct Submissions received during such Entry Period (each date on which such draw occurs, a “**Draw Date**”).

Limit of one (1) prize per person. Odds of winning depend on the number of Correct Submissions received during the applicable Entry Period, and whether an entrant submitted a Correct Submission.

**9. NOTIFICATION:** Each potential winner selected in accordance with the previous section will be notified as follows:

- (a) the Sponsor’s official Twitter account will send a Direct Message to the Twitter account used by the potential winner to submit his/her Entry with directions for the potential winner to privately (through Twitter Direct Message, email, or other secure, private means) provide his/her name and telephone number to the Sponsor. The potential winner will then be contacted by a Sponsor representative at this telephone number to determine if he/she is eligible in the sole discretion of the Sponsor representative.

**10. DECLARING A WINNER:**

- (a) To be declared a winner and claim the prize awarded, a potential winner must (i) be eligible according to these Official Rules, (ii) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time limited mathematical skill testing question which will be administered by telephone at a mutually agreeable time, and (iii) sign a duly completed Liability and, except where prohibited by law, Publicity Release form, and any other documentation as may reasonably be required by Sponsor and/or RBJBP, and return same to Sponsor (or, if directed, RBJBP) by the date specified on the applicable documentation.
- (b) If all required documents are not properly executed and returned within the specified period of time, or the potential winner otherwise fails to comply with these Official Rules, a disqualification will result and the prize will be forfeited and, at Sponsor’s sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible Entries.

**11. WAIVER OF LIABILITY/PUBLICITY RELEASE:**

- (a) By participating in the Contest and submitting an Entry, each entrant (i) agrees to be bound by these Official Rules, including all Entry requirements, (ii) agrees that the decisions of Sponsor and RBJBP are final and without appeal, (iii) remises, releases and forever discharges Sponsor, RBJBP, the other MLB Entities, all provincial liquor agencies and liquor sales licensees, Facebook, Inc. (“**Facebook**”), Instagram, Inc. (“**Instagram**”), Twitter, Inc. (“**Twitter**”), each of their respective parents, affiliated companies and subsidiaries, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) from any and all actions, causes of actions, suits, debts, dues, accounts, claims, damages, liability, losses, harm, costs or expenses, including without limitation any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, arising out of, or in any way related to, directly or indirectly, the Contest, including without limitation the entrant’s participation in the Contest, any breach of these Official Rules, the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), and any travel or activity that is related to the receipt or use of any Contest prize, and/or the violation or infringement of any intellectual property rights or of any publicity, personality or privacy rights, and agrees to fully indemnify the Released Parties, Instagram, Twitter, and Facebook from any and all claims by third parties relating to the foregoing.

- (b) By accepting a prize, each winner authorizes Sponsor, RBJBP, MLBAM, the other MLB Entities and each of their respective designees to use in any related publicity, such winner's name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she may make regarding such prize for advertising and promotional purposes worldwide in perpetuity and in any form of media now or hereafter devised worldwide (including the Internet), without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law; and waives any rights that may exist in respect of materials produced pursuant to the foregoing.

## **12. GENERAL CONTEST TERMS AND CONDITIONS:**

- (a) The Released Parties are not responsible for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections including those through and/or by any website; (iii) availability or accessibility or miscommunications or failed computer, satellite, telephone, cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, (v) any error, omission, interruption, defect or delay in transmission, processing, or communication; (vi) non-delivery of any communication or Entry; (vii) misdirected, blocked, or delayed email notifications; (viii) printing, typographical or other errors appearing within these Official Rules, in any Contest-related advertisements or other materials; (ix) any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, 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 any prize in any Contest-related materials, or the cancellation or postponement of any Major League Baseball game, event or exhibition, (x) any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; or (xi) any injury or damage to the computer of any entrant or other person related to or resulting from participating in this Contest or downloading materials from or use of any website.
- (b) Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's or RBJBP's representatives or who are in violation of these Official Rules, as solely determined by Sponsor and/or RBJBP, will be disqualified and all associated Entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by Sponsor, RBJBP, MLBAM and/or their respective agents. Sponsor and RBJBP shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. The Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize, and (ii) disclaim any implied warranty. The failure of Sponsor, RBJBP or MLBAM to enforce any term of these Official Rules shall not constitute a waiver of that provision. All disputes will be resolved in the Province of Ontario under applicable Ontario and Federal laws.
- (c) Sponsor, RBJBP and MLBAM reserve the right, in their sole discretion, to cancel, suspend or otherwise modify the Contest (or any portion thereof) and/or to amend these Official Rules at any time and in any way, without prior notice, for any reason, including, but not limited to incidents

where a virus, bug, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof). In the event of cancellation, Sponsor and RBJBP may elect, in their sole discretion, to identify winners and award one (1) or more prizes by way of random drawing from among all non-suspect, eligible Entries received up to the time of such cancellation.

**(d) CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR, RBJBP, MLBAM AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING LEGAL FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

(e) All online Entries must include a valid Twitter account, for the entrant. In the event of a dispute as to the identity or eligibility of any potential winner based on an online Entry, the winning Entry will be declared made by the Authorized Account Holder (defined below) of the Twitter account used at the time of entry, provided such Authorized Account Holder is eligible according to these Official Rules. A potential winner may be required to provide proof, upon request of Sponsor and/or RBJBP, that he/she is the applicable Authorized Account Holder, the sufficiency of such proof to be determined in the absolute discretion of Sponsor and/or RBJBP. The “**Authorized Account Holder**” is defined as the natural person who is assigned the applicable Twitter account by Twitter.

(f) All entry data provided via an entrant’s Entry is provided to Sponsor, RBJBP and/or MLBAM, as applicable, and not to Facebook, Instagram or Twitter. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Sponsor and not to Facebook, Instagram, or Twitter.

(g) The Contest is subject to all applicable federal, provincial and municipal laws, rules and regulations.

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