

**TORONTO BLUE JAYS™ WINTER TOUR TORONTO AUTOGRAPH SESSION 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 Rogers Blue Jays Baseball Partnership, owner of the *Toronto Blue Jays*™ Major League Baseball team (the “**Team**”) with offices located at One Blue Jays Way, Toronto, ON M5V 1J1 (“**Sponsor**”).

2. ELIGIBILITY:

- (a) The Contest is open only to residents of Canada, excluding the Province of Quebec, who are of age of legal majority in the province/territory in which they reside 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) the MLB Entities (defined below), (iii) each of their respective parents, affiliated companies, and subsidiaries, and (iv) 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 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 reserves 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) The Contest entry period begins at 10:00 a.m. Eastern Time (“**ET**”) on Wednesday, January 4, 2023 and ends at 9:59 a.m. ET on Thursday, January 5, 2023 (the “**Entry Period**”).
- (b) Limit of one (1) entry per person/email address. By way of illustration, if two (2) or more otherwise eligible persons share a single email address, only one (1) of them may enter the Contest. If one (1) person has two (2) or more email accounts, that person may enter the Contest only once and only the first entry received from such person will be considered.
- (c) There is only one (1) way to enter the Contest: via bluejays.com. No other method of entry will be accepted. To enter the Contest, go to www.bluejays.com/wintertour during the Entry Period and click on the “Enter Now” button/link to access the online entry form for the Contest. During the Entry Period, (i) complete the online entry form as instructed, including (A) providing all required information, (B) specifying the number of Tickets (defined below), up to a maximum of four (4), that you would want to purchase if you were selected as a winner of the Contest, and (C) answering, without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing

question, and (ii) submit the completed online entry form. By successfully transmitting a completed Entry (defined below) as directed, you will be entered in the Contest.

Each entry 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.

- (d) MLBAM’s computer shall be the official clock of the Contest with respect to Entries submitted online. 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 their personal information for the purposes and in the manner described herein. All information submitted by entrants on bluejays.com is being collected by MLBAM and is subject to, and will be treated in a manner consistent with, MLBAM’s Terms of Use accessible at: mlb.com/tou and Privacy Policy accessible at: www.mlb.com/privacy. Information submitted by entrants on bluejays.com will also be provided to Sponsor, treated in accordance with Sponsor’s Privacy Policy, available at www.bluejays.com/privacy, subject to the entrants’ stated preferences from time to time. Online entrants may be given the option to receive commercial electronic messages (e.g., emails) and/or other communications from MLBAM and Sponsor; however, eligibility to participate in the Contest is not dependent upon an entrant’s consent to receive such messages and communications and consenting to receive such messages and communications will not impact an entrant’s chances of winning. All information submitted by entrants via email is being collected by Sponsor and will be treated in accordance with Sponsor’s Privacy Policy, available at www.bluejays.com/privacy, subject to the entrants’ stated preferences from time to time.
- (f) All information submitted by entrants offline, if any, is being collected by Sponsor and will be available to Sponsor. All such information will be treated by Sponsor in accordance with Sponsor’s Privacy Policy available at www.bluejays.com/privacy. Sponsor’s treatment of information is subject to each entrant’s stated preferences from time to time.

4. PRIZE DESCRIPTION:

The prize consists of a time-limited right for each winner to purchase the number of admission tickets specified in the winner’s Entry (each, a “**Ticket**”) to Sponsor’s Team player autograph session taking place on Friday, January 20, 2023 at **6:00 p.m. ET** at the Hotel X Toronto located at 111 Princes’ Boulevard, Toronto, Ontario, Canada, M6K 3C3 (the “**Autograph Session**”), for use by the winner and the number of guests that, in the aggregate, corresponds to the number of Tickets specified by the winner in their Entry. By way of illustration, if a particular winner had specified three (3) Tickets in their Entry, then such winner would have a time-limited right to purchase three (3) Tickets to the Autograph Session, for use by the winner and two (2) guests. In order to exercise the foregoing right, each winner must follow Sponsor’s directions for purchasing the Ticket(s), as more fully described in Section 7, below.

The cost of each Ticket is CDN \$10.00 with a portion of the proceeds going to *Jays Care Foundation*.

There are a total of 240 Tickets available to be purchased. The number of winners will depend on the number of Tickets specified by each winning entrant in their Entry. There will be a minimum of 60 winners and a maximum of 240 winners.

The total estimated value of the prize, which, for clarity, is the time-limited right for the winner to purchase the number of Tickets specified on the winner's Entry, is CDN \$10.00 per Ticket specified in the winner's Entry.

THE PRIZE DOES NOT INCLUDE TRANSPORTATION TO OR FROM THE AUTOGRAPH SESSION OR TO THE CITY OF TORONTO.

5. 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's sole and absolute discretion. Sponsor reserves 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. For certainty, the Tickets may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in the cancellation of the Tickets.
- (b) All prize details, including the process to purchase the Tickets and the exact nature and duration of the Autograph Session, including without limitation the number and identity of those Team players and/or Team player alumni in attendance at the Autograph Session, will be determined in the sole discretion of Sponsor. There is no guarantee that the winners who exercise their right to purchase Tickets (the "**Ticket Purchasers**") and their guest(s) will receive any particular number of autographs at the Autograph Session or an autograph from any particular Team player or Team player alumnus in attendance at the Autograph Session. Each of the Ticket Purchaser's guests must be of age of legal majority in their jurisdiction of residence, unless accompanied by a parent or legal guardian. For certainty, each such parent or legal guardian must be either the Ticket Purchaser or another of the Ticket Purchaser's guests. The winners are fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).
- (c) The Autograph Session date and time is determined in the sole discretion of Sponsor and may be subject to change. Sponsor reserves the right to remove or to deny entry to the Autograph Session to any Ticket Purchaser and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Autograph Session, as determined by Sponsor in its sole discretion. **Ticket Purchasers and guests are not permitted to ask any Team player or Team player alumnus to pose for a photograph.** The Released Parties (defined below) will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppages or any other natural disaster outside their control that may cause the cancellation or postponement of the Autograph Session.
- (d) Participation in the prize event is subject to winner's (and guest(s)') consent to and compliance with all health and safety policies of the MLB Entities.
- (e) Any and all additional costs and expenses associated with prize acceptance and use not specified herein as being provided including but not limited to costs for Ticket purchase, transportation to and from the Autograph Session (including to and from the City of Toronto), meals, gratuities, lodging and other expenses incurred by the winners (and any guests) in claiming, accepting and/or using the prize or Tickets, or purchasing the Tickets, are the sole responsibility of each individual winner.

6. **RANDOM DRAW:** At approximately 11:00 a.m. ET on Thursday, January 5, 2023, a Sponsor or MLBAM representative will select the winners by random draw from among all eligible Entries received. There is a limit of one (1) prize per person. The odds of winning a prize depend on the number of eligible Entries received and the number of Tickets specified by each entrant in their Entry.
7. **NOTIFICATION AND ACCEPTANCE OF PRIZE:** Sponsor or MLBAM will send an email to each winner at the email address indicated in his/her Entry at approximately 12:00 p.m. ET on Thursday, January 5, 2023 (the “**Email**”) that will contain a hyperlink to the Ticket purchase website (the “**Website**”) and the instructions required to purchase their Tickets. **In order to accept their prize and purchase Tickets to the Autograph Session, each winner must purchase the number of Tickets specified in the winner’s Entry via the Website prior to 9:59 a.m. ET on Monday, January 9, 2023 (the “Purchase Deadline”).** If any winner fails to purchase the number of Tickets specified in their Entry by the Purchase Deadline, they will be disqualified, their prize will be forfeited and, at Sponsor’s discretion and time permitting, an alternate winner may be randomly selected from among all remaining eligible Entries. The Released Parties (defined below) are not responsible for the failure of any winner to receive the Email or for any delay in the receipt of the Email by any winner.

Once a winner has successfully purchased their Ticket(s), Sponsor will courier the Ticket(s) to such winner at the mailing address specified by such winner in their Entry. The Released Parties (defined below) are not responsible for the failure of any Ticket Purchaser to receive the Ticket(s). The Ticket Purchaser is responsible for ensuring that the Ticket Purchaser and the Ticket Purchaser’s guest(s) present the Tickets to Sponsor representatives at the Autograph Session. No person will be admitted to the Autograph Session without a Ticket.

8. 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 are final and without appeal, (iii) remises, releases and forever discharges Sponsor, the other MLB Entities, Facebook, Inc. (“**Facebook**”), Instagram, Inc. (“**Instagram**”), and 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) or RBJBP’s Winter Tour event (including the sponsors of such event), 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 or Ticket purchase, 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 and/or purchasing a Ticket(s), each winner and Ticket Purchaser authorizes Sponsor, MLBAM, the other MLB Entities and each of their respective designees to use in any related publicity, such winner’s and/or Ticket Purchaser’s name, city and province/territory of residence, photograph, image, likeness, voice, and any statements they may make regarding such prize and/or Ticket(s) 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. Without limiting the generality of the foregoing, each winner and Ticket Purchaser authorizes Sponsor and its employees to film, record and photograph the winner at the Autograph Session and authorizes Sponsor and MLBAM to reproduce, display, distribute, transmit and otherwise use the winner's and Ticket Purchaser's image in any such films, recordings, and photographs (collectively, the "**Recordings**") for advertising and promotional purposes worldwide in perpetuity and in any form of media now or hereafter devised (including on social media and on bluejays.com). Each winner and Ticket Purchaser releases the Released Parties from any and all claims and demands arising out of or in connection with the use of the Recordings, including, without limitation, any and all claims for invasion of privacy, right of publicity or defamation.

9. 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 the Autograph Session, (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 representatives or who are in violation of these Official Rules, as solely determined by Sponsor, 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, MLBAM and/or their respective agents. Sponsor 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 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 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 may elect to identify winners and award the 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, 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 email address 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 email address submitted 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, that they are the applicable Authorized Account Holder, the sufficiency of such proof to be determined in the absolute discretion of Sponsor. The “**Authorized Account Holder**” is defined as the natural person to whom the applicable Internet Service Provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address.

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

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

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