

**TORONTO BLUE JAYS™ 2023 WINTER TOUR YOUTH BASEBALL CLINIC 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 (the “**Sponsor**”), owner of the *Toronto Blue Jays*™ Major League Baseball team (the “**Team**”).

2. ELIGIBILITY:

- (a) To be eligible to enter the Contest, at the time of entry you must: (i) be a legal resident of the Province of British Columbia who is of age of legal majority at the time of entry; and (ii) be the parent or legal guardian of a child residing in the Province of British Columbia who is not younger than eight (8) years of age or older than twelve (12) years of age as of January 13, 2023 (each, a “**Child**”).
- (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 its 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. Pacific Time (“**PT**”) on Wednesday, January 4, 2023 and ends at 9:59 a.m. PT on Thursday, January 5, 2023 (the “**Entry Period**”).
- (b) Limit of one (1) entry per person, per Child. By way of illustration, if two (2) or more otherwise eligible persons are the parent and/or guardian of the same Child, only one (1) of them may enter the Contest and only the first entry received will be considered. For greater certainty, if one (1) eligible person is the parent and/or guardian of more than one Child, then the eligible person may submit one (1) entry per Child.
- (c) There is only one (1) way to enter the Contest: via bluejays.com. No other method of entry will be accepted.
- (d) 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 (the “**Entry Form**”).

During the Entry Period, (i) complete the online Entry Form as instructed, including (A) providing all required information, and (B) 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.

- (e) 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.
- (f) 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 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: mlb.com/privacy. Information submitted by entrants on bluejays.com will be provided to Sponsor, and treated in accordance with Sponsor’s Privacy Policy, available at www.bluejays.com/privacy, subject to the entrants’ stated preferences from time to time. Limited information submitted by entrants on bluejays.com, such as email addresses of those entrants who have opted in to receive commercial electronic messages (such as emails) from Sponsor, or contact information that will be used to facilitate prize delivery may be provided to 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. Online entrants may be given the option to receive commercial electronic messages (e.g., emails) and/or other communications from MLBAM and/or 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.
- (g) All information submitted by entrants offline 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:

Fifty (50) eligible entrants will each win one (1) prize consisting of:

- (a) the opportunity for the winner to register the Child indicated on the winner’s Entry Form to participate in a youth baseball skills instruction hosted by the *Blue Jays* Baseball Academy, such instruction to be provided by academy instructors, and one or more Team players and scheduled to take place on Friday, January 13, 2023 at Rogers Arena, 800 Griffiths Way, Vancouver BC, V6B 6G1 (the “**Baseball Clinic**”). The winner will be able to observe the Baseball Clinic from a designated viewing area, but will not be permitted to participate in the Baseball Clinic, and the winner will not be permitted to bring any other guests to observe the Baseball Clinic (including, but not limited to, any other parent/guardian of the Child);

- (b) the opportunity for the winner and the Child indicated on the winner's Entry Form to attend an autograph session at the Baseball Clinic with certain Team players, subject to availability, to be selected by Sponsor in its sole discretion (the "**Autograph Session**"); and
- (c) one (1) Team-branded cap and one (1) Team-branded t-shirt (collectively, the "**Merchandise**").

The total estimated value of the prize is \$110.

Each winner and the Child indicated on each winner's Entry Form shall be referred to in these Official Rules as the "**Prize Participants**".

The prize does not include transportation to or from the Baseball Clinic.

5. **PRIZE CONDITIONS:**

- (a) Notwithstanding anything to the contrary herein, each Prize Participant must be available to attend the Baseball Clinic and the Autograph Session. Should a Prize Participant be unable to attend the Baseball Clinic and/or the Autograph Session, the prize will be forfeited in its entirety and may be awarded to an alternate winner in accordance with these Official Rules.
- (b) 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.
- (c) All prize details, including without limitation, the process to register for the Baseball Clinic and Autograph Session, the exact nature and duration of the Baseball Clinic and Autograph Session, the type and quality of the Merchandise and the number and identity of those Team players in attendance at the Baseball Clinic and/or Autograph Session, will be determined in the sole discretion of Sponsor. There is no guarantee that the Prize Participants will receive any particular number of autographs at the Autograph Session or an autograph from any particular Team player in attendance at the Autograph Session. The winners are fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).
- (d) The date and time for the Baseball Clinic and Autograph Session 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 Baseball Clinic and/or Autograph Session to any Prize Participant who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Baseball Clinic or Autograph Session, as determined by Sponsor in its sole discretion. **The Prize Participants are not permitted to ask any Team player 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 Baseball Clinic or Autograph Session.
- (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, transportation costs, meals, gratuities, lodging, travel and health insurance, and other expenses incurred by the winners (and any other Prize Participants) in claiming, accepting and/or using the prize are the sole responsibility of each individual winner.

6. **RANDOM DRAW:** At approximately 10:00 a.m. PT on Thursday, January 5, 2023, a Sponsor representative, or other person designated by Sponsor, will select by random draw fifty (50) potential winners from among all eligible Entries received. Limit one (1) prize per person.

The odds of winning depend on the number of eligible Entries received, and whether the entrant has submitted more than one Entry in compliance with these Official Rules as a result of being the parent and/or guardian of more than one Child.

7. **NOTIFICATION AND ACCEPTANCE OF PRIZE:** Sponsor will send an email to each potential winner at the email address indicated in each potential winner's Entry at approximately 10:00 a.m. PT on Thursday, January 5, 2023 (the "**Email**") that will contain a hyperlink to the Baseball Clinic registration form with instructions required to register for the Baseball Clinic (the "**Registration Form**"). **In order to accept his/her prize and register for the Baseball Clinic, each potential winner must complete the Registration Form prior to 9:59 a.m. PT on Monday, January 9, 2023 (the "Registration Deadline").** If any potential winner does not complete the Registration Form by the Registration Deadline, incorrectly answered the skill testing question included on his/her Entry Form, as determined by Sponsor in its sole discretion, or declines a prize for any reason, he/she will be disqualified, his/her prize will be forfeited and, at Sponsor's discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible Entries. The Released Parties (defined below) are not responsible for the failure of any potential winner to receive the Email or access the Registration Form or for any delay in the receipt of the Email by any potential winner.

8. **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) have correctly answered, without assistance of any kind, whether mechanical or otherwise, the mathematical skill testing question included on his/her Entry Form, 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 return same to Sponsor by the date specified on the applicable documentation.
- (b) Each of the Prize Participants, or if the Prize Participant is under the legal age of majority, the Prize Participant's parent or legal guardian, must also sign (i) a duly completed Liability and, except where prohibited by law, a Sponsor Publicity Release form and return same to Sponsor by the date specified in order to participate in the prize, and (ii) any specific release, waiver of liability form(s), and/or other agreement required for participation in the Baseball Clinic.

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 selected from among all remaining eligible Entries.

9. **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 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, 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, 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. Without limiting the generality of the foregoing, each Prize Participant authorizes Sponsor and its employees to film, record and photograph such Prize Participant at the Baseball Clinic and Autograph Session and authorizes Sponsor and MLBAM to reproduce, display, distribute, transmit and otherwise use such Prize Participant’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 Prize Participant 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.

10. 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 Baseball Clinic and/or 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 he/she is 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 Sponsor 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 or Instagram.

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

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