

THE 2023 BLUE JAYS™ HAT SHUFFLE 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, located at One Blue Jays Way, Suite 3200, Toronto, Ontario, M5V 1J1 (“**Sponsor**”), owner of the *Toronto Blue Jays*™ Major League Baseball team (the “**Team**”). New Era Cap, LLC (“**New Era**”) is the presenting partner and a prize supplier for the Contest.

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 and who have downloaded the Ballpark Application (as defined below) and registered for an Account (as defined below).
- (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 other MLB Entities (defined below), (iii) New Era, (iv) each of their respective parents, affiliated companies, and subsidiaries, and (v) 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) **Contest Period.** The Contest period begins at 10:00 a.m. Eastern Time (“**ET**”) on April 11, 2023 and ends at 11:59 p.m. ET on October 1, 2023 (the “**Contest Period**”), and consists of six (6) individual entry periods, as outlined in the chart below (each, an “**Entry Period**”):

Entry Period	Start Date & Time	End Date & Time	Draw Date
1.	April 11, 2023 at 10:00 a.m. ET	April 30, 2023 at 11:59 p.m. ET	May 4, 2023
2.	May 1, 2023 at 12:00 a.m. ET	May 31, 2023 at 11:59 p.m. ET	June 4, 2023
3.	June 1, 2023 at 12:00 a.m. ET	June 30, 2023 at 11:59 p.m. ET	July 4, 2023
4.	July 1, 2023 at 12:00 a.m. ET	July 31, 2023 at 11:59 p.m. ET	August 4, 2023
5.	August 1, 2023 at 12:00 a.m. ET	August 31, 2023 at 11:59 p.m. ET	September 4, 2023

6.	September 1, 2023 at 12:00 a.m. ET	October 1, 2023 at 11:59 p.m. ET	October 5, 2023
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(b) **Contest Entry.** There is only one (1) way to enter the Contest: via the Ballpark Application (as defined below). No other method of entry will be accepted. To enter the Contest, you must:

- (i) download the free MLB Ballpark application (the “**Ballpark Application**”) available on the Apple App Store or Google Play to your personal mobile device using an Apple or Android operating system during the Contest Period;
- (ii) if you have an MLB.com account (“**Account**”) select “Log In” to log into your Account and the Ballpark Application. If you do not have an Account, you must register for an account by selecting “Get Started” and completing all registration information as instructed;
- (iii) once the Ballpark Application has been successfully downloaded and installed on your personal mobile device and you have logged in to your Account during the applicable Entry Period you must:
 - (A) navigate to the *Blue Jays* team page on the Ballpark Application and select the “*Blue Jays Hat Shuffle*” icon. Please note that in order to navigate to the *Blue Jays* team page, you must ensure that the *Toronto Blue Jays* are selected as your “Favorite Team” in the Ballpark Application; and
 - (B) once you select the “*Blue Jays Hat Shuffle*” icon, you will then be provided with the opportunity to play the *Blue Jays* digital hat shuffle game (the “**Hat Shuffle Game**”). The Hat Shuffle Game will consist of a pre-recorded video containing the following:
 - three (3) baseball hats will be displayed on-screen, and one (1) baseball will initially be revealed under one of the baseball hats,
 - the baseball will then be covered by the applicable baseball hat, and
 - the three (3) baseball hats will then be randomly shuffled and will come to a stop and the pre-recorded video will be complete.

You will be required to watch the pre-recorded video and, upon its completion, you must select the baseball hat that you believe contains the baseball beneath it. After you select the baseball hat, a second pre-recorded video will play and reveal whether your selection is correct (each correct selection will be referred to herein as a “**Correct Selection**”).

(iv) By playing the Hat Shuffle Game for any length of time, you will receive one (1) entry into the Contest (each, an “**Initial Entry**”). In the event that you make a Correct Selection, you will receive one (1) additional entry into the contest (each, an “**Additional Entry**”).

Initial Entries and Additional Entries will be referred to herein collectively as “**Entries**”.

(c) **Limit of one (1) Initial Entry per person, per Account, per day, and one (1) Additional Entry per person, per Account, per day, for a maximum of:**

- (i) twenty (20) Initial Entries and twenty (20) Additional Entries in connection with Entry Period 1;
- (ii) thirty-one (31) Initial Entries and thirty-one (31) Additional Entries in connection with Entry Period 2;
- (iii) thirty (30) Initial Entries and thirty (30) Additional Entries in connection with Entry Period 3;
- (iv) thirty-one (31) Initial Entries and thirty-one (31) Additional Entries in connection with Entry Period 4;

- (v) thirty-one (31) Initial Entries and thirty-one (31) Additional Entries in connection with Entry Period 5; and
- (vi) thirty-one (31) Initial Entries and thirty-one (31) Additional Entries in connection with Entry Period 6.

For certainty, any Entry from one Entry Period will not carry over to any subsequent Entry Period.

- (d) If it is discovered that any person has attempted to exceed the maximum number of Entries obtainable in any one day or in connection with any one Entry Period in any manner then, in the sole and absolute discretion of Sponsor, such person may be disqualified from the Contest.
 - (e) MLBAM's computer shall be the official clock of the Contest with respect to Entries. 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 download the Ballpark Application, register and log-in to an Account, submit a Contest Entry, play the Hat Shuffle Game, and enter the Contest.
 - (f) By entering the 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 the Ballpark Application or the Account is being collected by MLBAM and is subject to, and will be treated in a manner consistent with, the Ballpark Application Terms of Use accessible at: <https://www.mlb.com/app/ballpark/official-information/terms-of-use> and Privacy Policy accessible at: <https://www.mlb.com/app/ballpark/official-information/privacy-policy>. Information submitted by entrants on the Ballpark Application or the Account will be provided to the Sponsor and treated in accordance with the 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 Major League Baseball ("MLB") 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. All information submitted by entrants via email is being collected by 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.
 - (g) All information submitted by entrants offline is being collected by the Sponsor and will be available to the Sponsor. All such information will be treated by the Sponsor in accordance with the Sponsor's Privacy Policy available at www.bluejays.com/privacy. Sponsor's treatment of information is subject to the entrant's stated preferences from time to time.
- 4. PRIZE DESCRIPTION:** Six (6) eligible entrants (one (1) per Entry Period) will each win one (1) prize consisting of the following:
- (a) one (1) Sponsor-branded backpack; and
 - (b) two (2) co-branded Team and Sponsor snapback baseball caps.

The total estimated retail value of the prize is CAD \$155. Any difference in value will not be awarded. Limit of one (1) prize per person, per Entry Period.

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.

- (b) All prize details, including the exact nature, type and quality of the items to be awarded, will be determined in the sole discretion of Sponsor. Some restrictions may apply. All prizes are non-transferable. Any unused portion of a prize will be forfeited. Each winner is 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 including any expenses incurred by the winners in claiming, accepting and/or using any prize are the sole responsibility of each individual winner.

6. SELECTION OF PRIZE WINNERS – RANDOM DRAW. At approximately 10:00 a.m. ET on each of the draw dates identified in the table in subsection 3(a), a Sponsor representative or other person designated by Sponsor will select by random draw one (1) potential winner from among all eligible Entries received during the applicable Entry Period. **For certainty, any unselected Entry from one Entry Period will not carry over to any subsequent Entry Period. Limit of one (1) prize per person, per Entry Period.**

Odds of winning a prize depend on the number of eligible Entries obtained during the applicable Entry Period and on whether an entrant obtained Additional Entries.

7. NOTIFICATION: Each potential winner selected in accordance with the previous section will be contacted by a Sponsor representative by email at the email address indicated in his/her Account to obtain the potential prize winner’s telephone number and contact the potential winner via telephone determine if they are eligible, in the sole discretion of the Sponsor representative. In the event that any potential winner does not respond to the initial email notification within two (2) business days, incorrectly answers the skill testing question (described in more detail below) as determined by Sponsor in its sole discretion, or declines the prize for any reason, they will be disqualified, the prize will be forfeited and, at Sponsor’s discretion and time permitting, an alternate prize may be randomly selected from among all remaining Entries received in the applicable Entry Period.

8. DECLARING A WINNER:

- (a) To be declared a winner and claim the prize, 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 return same to Sponsor 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 selected in accordance with the selection process outlined in these Official Rules.
- (c) ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY

PRIZE, EVEN IF THE BALLPARK APPLICATION SHOULD SO INDICATE, UNLESS AND UNTIL SUCH ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES HAVE BEEN VERIFIED BY SPONSOR AND THE ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

9. WAIVER OF LIABILITY/PUBLICITY RELEASE:

- (a) By participating in the Contest and playing the Hat Shuffle Game, each entrant (i) agrees to be bound by these Official Rules, including all Contest 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, New Era, SQWAD Sports, Inc., 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, use of the Ballpark Application, 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, New Era 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.

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, application or other connections including those through and/or by any website or the Ballpark Application; (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 communication or other input into the Ballpark Application; (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, mobile device, 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 use of the Ballpark Application, the functioning of the Hat Shuffle Game, the announcement of any prize in any Contest-related materials, or the cancellation or postponement of any Major League Baseball game, event or exhibition (including any Game), (x) any incorrect or inaccurate information, whether caused by website/mobile application 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 or the Ballpark Application.

- (b) Persons who tamper with or abuse any aspect of the Contest, Ballpark Application, 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 any Entries obtained by such person 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 its 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 from among all non-suspect, eligible Entries received in connection with the applicable Entry Period up to the time of such cancellation.
- (d) **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR MOBILE APPLICATION ASSOCIATED WITH THIS CONTEST (INCLUDING, BUT NOT LIMITED TO, THE BALLPARK APPLICATION) 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 AND 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 Account's must be registered with a valid email address. In the event of a dispute as to the identity or eligibility of any potential winner based on the Account, the Account will be declared made by the Authorized Account Holder (defined below) of the email address 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, 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 in the Ballpark Application or Account 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, Instagram, or Twitter.
- (g) The Contest is subject to all applicable federal, provincial and municipal laws, rules and regulations.

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