

THE BLUE JAYS™ BINGO 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**”). Sobeys Capital Incorporated (“**Sobeys**”) 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) Sobeys, (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 12:01 a.m. Eastern Time (“**ET**”) on Tuesday, April 11, 2023 and ends at 11:59 p.m. ET on Sunday, October 1, 2023 (the “**Contest Period**”) and consists of up to a maximum of one hundred and fifty two (152) individual entry periods, each beginning at 12:01 a.m. ET on the date of each *Toronto Blue Jays* 2023 regular season baseball game played during the Contest Period (each, a “**Game**”), and ending at the official end time (as determined by the Ballpark Application) of such Game (with the exception of the last Entry Period, which will end at 11:59 p.m. ET on Sunday, October 1, 2023) (each, an “**Entry Period**”). A complete list of Games will be available and updated from time to time at www.bluejays.com/schedule.

In the event that a Game is cancelled prior to the official start time of the Game and not rescheduled, the Entry Period relating to such Game shall be deemed cancelled, together with any associated Entries (as defined below) and/or the associated Prize (as defined below). In

the event that a Game is cancelled prior to the official start time of the Game and is subsequently rescheduled, the Entry Period relating to the originally cancelled Game shall be rescheduled to the date of the rescheduled Game.

In the event any Game is cancelled, postponed or suspended after the official start time of the Game, the Sponsor may, in its sole discretion: (i) determine to award the Prize relating to any Bingos (as defined below) earned prior to the cancellation, postponement or suspension of the applicable Game, if applicable; (ii) deem the Entry Period relating to such Game cancelled, together with any associated Prize, and/or (iii) if such cancelled, postponed or suspended game is subsequently rescheduled or continued on a late date, reschedule or continue the Entry Period relating to such cancelled, postponed or suspended game to the date of the rescheduled or continued Game.

(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 then select the “*Blue Jays* Bingo presented by Sobeyes” icon (the “**Game 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) you will then receive a randomly generated digital bingo card for use specifically within the applicable Entry Period (each, a “**Card**”). Each Card is comprised of twenty-five (25) bingo spaces (organized in a five (5) by five (5) grid) (each such space, a “**Space**”). Each Space is randomly populated with a description of a baseball-related event that may occur during the Game relating to the applicable Entry Period (each, an “**Event**”). If you have selected the Game Icon before the official start time of the Game (as determined by the Ballpark Application), you will have the opportunity to select five (5) Events from among a list of eligible Events within the Ballpark Application and, provided that you make your five (5) Event selections before the official start time of the Game, such Events will be included as Events appearing on your Card. The remaining Events will be selected at random by the Ballpark Application. For certainty, if you have selected the Game Icon after the official start time of the Game or fail to make your five (5) Event selections before the official start time of the Game, you will not have an opportunity to select/submit any Events for your Card and all Events appearing on your Card will be selected at random by the Ballpark Application.

Prior to the official start time of the Game, you also have the option to replace your Card with a new Card by selecting the “Replace Card” button in the “Settings” tab of the Ballpark Application. If you select this feature, you will not have the opportunity to select Events for this replacement Card and all Events appearing on the replacement Card will be selected at random by the Ballpark Application.

Each Card that is generated for an entrant will be referred to as an “**Entry**”, provided that: (i) the instructions set forth above have been fully completed; (ii) if an entrant selects the “Replace Card” feature, only the replacement Card will be considered an “Entry”; and (iii) the entrant is otherwise eligible to participate in the Contest in accordance with these Official Rules. Incomplete entries will be deemed void.

- (c) Limit of one (1) Entry per person, per Account, per Entry Period. If it is discovered that any person has attempted to obtain more than one (1) Entry per Entry Period in any manner then, in the sole and absolute discretion of Sponsor, such person may be disqualified from the Contest.
- (d) MLBAM’s computer shall be the official clock of the Contest with respect to Entries and Bingos (as defined below). 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 an Entry, play *Blue Jays* Bingo presented by Sobey’s, and enter the Contest.
- (e) 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, MLBAM’s Terms of Use accessible at: mlb.com/tou and Privacy Policy accessible at: mlb.com/privacy. 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.
- (f) 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. HOW TO PLAY:

- (a) **Completed Events:** If an Event described on your Card occurs during the applicable Game (as determined solely and exclusively by the Ballpark Application), the Space that corresponds to that Event on your Card will automatically be marked as “complete” (by a check mark) (each, a “**Completed Event**”). By obtaining certain patterns of Completed Events, you may achieve a Bingo (as defined in subsection **Error! Reference source not found.**). For the purposes of this Contest, Game and/or Event outcomes will not be updated to reflect any official MLB statistics changes or corrections that occur after the completion of any Game and/or Event. The Ballpark Application shall be the sole and exclusive source for determining whether an Event is considered a Completed Event. Once each Game is final following completion of the final out of that Game, it will be final for all purposes of this Contest.
- (b) **Obtaining a Bingo.** There is one (1) ways to obtain a “**Bingo**”:
 - (i) eight (8) Events must be marked off as Completed Events such that they form the letter “**B**” across the entire Card when looking at the card in the same orientation with which it is displayed on the upright mobile device. For certainty, a Bingo occurs when the following

Spaces are marked off as Completed Events: (A) all five (5) Spaces forming the first column; (B) the first, third, and fifth Spaces forming the second column; (C) the first, third and fifth Spaces forming the third column; (D) the first, third and fifth Spaces forming the fourth column; and (E) the first, second, fourth and fifth Spaces forming the fifth column. An illustrative example of a Bingo is as follows:



(ii) Upon obtaining a Bingo, a button above your Card corresponding to a Bingo will begin to pulse and you must click on such button. After you click the button, a notification box will appear on the Ballpark Application congratulating you on obtaining a Bingo. In order to confirm your Bingo, you will be required to click the “Got It!” button appearing in such notification box (once clicked, you will be considered to have obtained a “**Confirmed Bingo**”). For certainty, you can only confirm one (1) Confirmed Bingo per Entry Period

5. **PRIZE DESCRIPTION:** Up to one (1) eligible entrant per Entry Period will win one (1) prize consisting of one (1) Sobeys gift card in an amount of One Hundred Canadian Dollars (CDN \$100), such gift card being subject to the terms and conditions associated with its use (each, a “**Prize**”).

A maximum of one hundred fifty two (152) Prizes will be awarded during the Contest Period (i.e., up to one (1) per Entry Period). **In the event that there is no Potential Prize Winner (as defined below) during any Entry Period or a Potential Prize Winner is determined to be ineligible, no Prize for such Entry Period will be awarded.**

The total retail value of each Prize is CDN \$100. Any difference in value will not be awarded. The total maximum retail value of all Prizes that may be awarded during the Contest Period is CDN \$15,200.

6. **PRIZE CONDITIONS:**

- (a) Any and all Contest prizes must be accepted as awarded and may not be transferred, resold, commercially traded, 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 and form of the Sobeys gift cards to be awarded and any terms and conditions associated with the use of such Sobeys gift cards, will be determined in the sole discretion of Sponsor and/or Sobeys. 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, but not limited to, travel to a Sobeys grocery store to use any

Sobeys gift card awarded hereunder and other expenses incurred by the winners in claiming, accepting and/or using any prize are the sole responsibility of each individual winner.

7. **SELECTION OF PRIZE WINNERS:** During each Entry Period, the first person to successfully obtain a Confirmed Bingo, as determined solely and exclusively by the Ballpark Application, will be deemed a potential Prize winner (“**Potential Prize Winner**”).

Odds of winning depend on the total number of Entries during any particular Entry Period, the particular Events included on an entrant’s Card, and the Completed Events that have occurred during the applicable Game. There is no limit on the number of Prizes that may be won per person during the Contest Period.

8. **NOTIFICATION:** Upon becoming a Potential Prize Winner, the Potential Prize Winner will receive a notification on their Ballpark Application with a unique alphanumeric code (the “**Code**”), together with instructions to email the Code to Sponsor, together with certain other information, in order to be qualified and confirmed as a Prize winner. Upon receiving a Code, the Potential Prize Winner must email the Sponsor at tbjcontest@bluejays.com within twenty four (24) hours following the completion of the applicable Entry Period, and must include in such email the Code, along with his/her full name, address, city, province, postal code, age and day and evening telephone numbers (such information to be identical to the information supplied by the entrant during his/her Account registration process) (the “**Prize Email**”). After sending the Prize Email, each Potential Prize Winner will be contacted by a Sponsor representative by telephone at the telephone number indicated in his/her Account to determine if he/she is eligible, in the sole discretion of the Sponsor representative. In the event that any Potential Prize Winner does not respond to such 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 a Prize for any reason, he/she will be disqualified, the Prize will be forfeited and, at Sponsor’s discretion and time permitting, an alternative Potential Prize Winner may be selected by reference to the next fastest person to successfully obtain a Confirmed Bingo for the applicable Entry Period, as determined solely and exclusively by the Ballpark Application.

9. **DECLARING A WINNER:**

- (a) To be declared a Prize winner and claim a Prize, a Potential Prize Winner must (i) be eligible according to these Official Rules, (ii) follow any onscreen instructions in the Ballpark Application within the time frame indicated (including, but not limited to, sending the Prize Email to the Sponsor); (iii) 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 (iv) 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. If all required documents are not properly executed and returned within the specified period of time, or a Potential Prize Winner otherwise fails to comply with these Official Rules, a disqualification will result and the prize will be forfeited and, at Sponsor’s discretion and time permitting, an alternate Potential Prize Winner may be selected by reference to the next fastest person to successfully obtain a Confirmed Bingo for the applicable Entry Period, if any, as determined solely and exclusively by the Ballpark Application.
- (b) ALL POTENTIAL PRIZE 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.

10. WAIVER OF LIABILITY/PUBLICITY RELEASE:

- (a) By participating in the Contest and playing *Blue Jays* Bingo presented by Sobeys, 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, Sobeys, Facebook, Inc. (“**Facebook**”), Instagram, Inc. (“**Instagram**”), Twitter, Inc. (“**Twitter**”), Sideline Sports, Inc., 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, Sobeys 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.

11. 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 *Blue Jays* Bingo presented by Sobey's, 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 has no obligation to identify winners of Prizes or award any Prizes for those Entry Periods after the date of 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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