# RYOBI TORONTO BLUE JAYS<sup>TM</sup> 2024 POWER INTO SUMMER 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 Techtronic Industries Canada Inc., 3381 Steeles Ave East, Suite 400, North York Ontario, M2H 3S7 ("**Sponsor**").

#### 2. ELIGIBILITY:

- (a) The Contest is open only to residents of Canada 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) Rogers Blue Jays Baseball Partnership ("RBJBP"), owner of the *Toronto Blue Jays*<sup>TM</sup> Major League Baseball team (the "Team"), (iii) the MLB Entities (defined below), (iv) each of their respective parents, affiliated companies, and subsidiaries, 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 and RBJBP shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Sponsor and RBJBP reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

# 3. HOW TO ENTER:

(a) The Contest period begins at 10:00 a.m. Eastern Time ("ET") on Monday, May 6, 2024, and ends at 4:59 p.m. ET on Monday, June 3, 2024 (the "Contest Period") and consists of three (3) individual entry periods, as outlined in the chart below (each, an "Entry Period"):

Entry Period	Start Date & Time	End Date & Time	Secondary Prize Draw Date
1.	May 6, 2024 at 10:00 a.m. ET	May 12, 2024 at 11:59 p.m. ET	May 13, 2024
2.	May 13, 2024 at 12:00 a.m. ET	May 19, 2024 at 11:59 p.m. ET	May 20, 2024
3.	May 20, 2024 at 12:00 a.m. ET	May 26, 2024 at 11:59 p.m. ET	May 27, 2024

For certainty, any Entry (as defined below) from one Entry Period will carry over to subsequent Entry Periods and to the Grand Prize Draw (as defined below).

(b) <u>Limit of one (1) Online Entry per person/email address, regardless of the method of entry</u>. 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 one (1) way to enter: via bluejays.com. No other method of entry will be accepted. During the Entry Period go to www.bluejays.com/PowerIntoSummer to access the online entry form for the Contest (the "Entry Form"). During the Entry Period, complete the Entry Form as instructed, including all required information, and submit the completed Entry Form for one (1) entry into the Contest (any such entry, an "Online Entry"). By successfully submitting a completed Online Entry as directed, you will be entered in the Contest.
- (d) There are two (2) ways in which an entrant may obtain five (5) additional entries into the Contest: (1) via opt-in; or (2) by email. No other method of obtaining additional entries will be accepted.
  - **i.** Via opt-in: An entrant will receive five (5) additional entries in this Contest upon submission of their Online Entry if, while completing the Entry Form, they opt in to receive electronic commercial messages from Sponsor, including information, promotions, and offers, by clicking the corresponding box.

#### OR

ii. By email: An entrant will receive five (5) additional entries in this Contest if, subsequent to submission of their Online Entry, they send an email to <a href="mailto:tbjcontest@bluejays.com">tbjcontest@bluejays.com</a> using the same email address as indicated in their Online Entry that (A) has as its subject line "Power Into Summer Contest", and (B) includes a maximum fifty (50) word description stating why they would like to win the Contest, and (C) specifies the entrant's 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 in their Online Entry). An email for five (5) additional entries must be received by RBJBP by no later than 4:59 p.m. ET on June 3, 2024. The literary quality of the maximum fifty (50) word submission will not be judged or otherwise used in any way in, and will have no effect on, the determination of the winners.

Additional entries obtained via opt-in or by email in accordance with the instructions set forth above are hereinafter referred to as "Additional Entries". Online Entries and Additional Entries will be referred to herein collectively as "Entries". There is a limit of five (5) Additional Entries per eligible entrant, regardless of which method of obtaining Additional Entries is chosen.

- (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/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: <a href="mlb.com/tou">mlb.com/tou</a> and Privacy Policy accessible at: <a href="mlb.com/privacy">mlb.com/privacy</a>. Information submitted by entrants on bluejays.com will be provided to RBJBP and treated in accordance with RBJBP'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 <a href="https://www.ryobitools.ca/privacy-policy/">https://www.ryobitools.ca/privacy-policy/</a>, 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, RBJBP, 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 RBJBP or Sponsor and will be available to both parties. All such information will be treated by Sponsor in accordance with Sponsor's Privacy Policy available at <a href="https://www.ryobitools.ca/privacy-policy/">https://www.ryobitools.ca/privacy-policy/</a> and by RBJBP in accordance with RBJBP's Privacy Policy, available at <a href="https://www.bluejays.com/privacy">www.bluejays.com/privacy</a>. Sponsor's and RBJBP's treatment of information is subject to each entrant's stated preferences from time to time.

#### 4. PRIZE DESCRIPTION:

Four (4) total prizes will be awarded (one (1) Grand Prize (defined below) and three (3) Secondary Prizes (defined below)) as follows:

- (a) **Grand Prize:** One (1) eligible entrant will win one (1) grand prize (the "**Grand Prize**") consisting of:
  - (i) one (1) replica Team-branded jersey (estimated retail value of CAD \$190);
  - (ii) one (1) Team-branded Muskoka Chair (estimated retail value of CAD \$300);
  - (iii) four (4) Ryobi 18V ONE+ Cordless VERSE Clamp Speaker Kit (estimated retail value of CAD \$552);
  - (iv) one (1) Ryobi 18V ONE+ 24Q Power Cooler Tool Only (estimated retail value of CAD \$698);
  - (v) two (2) Ryobi 18V ONE+ Cordless 4-inch Clamp Fan Tool Only (estimated retail value of CAD \$100);
  - (vi) two (2) Ryobi 18V ONE+ Cordless LED Clamp Light Tool Only (estimated retail value of CAD \$80);
  - (vii) one (1) Ryobi 18V ONE+ Battery Power Source (estimated retail value of CAD \$138);
  - (viii) two (2) Ryobi 18V ONE+ 1 1/2 Acre Lithium-ion Cordless Bug Zapper Tool Only (estimated retail value of CAD \$196);
  - (ix) one (1) Ryobi 18V ONE+ Cordless Dual Function Inflator/Deflator (estimated retail value of CAD \$98);
  - (x) one (1) Ryobi 18V ONE+ Cordless 7-1/2 in. Bucket Top Misting Fan (estimated retail value of CAD \$78); and

(xi) one (1) Ryobi 18V ONE+ 2.0Ah, 4.0Ah, 6.0Ah HP Starter Kit (estimated retail value of CAD \$298)

The total estimated retail value of the Grand Prize is CAD \$2,728. Any difference in value will not be awarded.

- (b) **Secondary Prizes:** Three (3) eligible entrants will each win one (1) secondary prize (each, a "**Secondary Prize**") each consisting of:
  - (i) one (1) replica Team-branded jersey (estimated retail value of CAD \$190); and
  - (ii) one (1) Ryobi 18V One+ Top Bucket Misting Fan Kit (estimated retail value of CAD \$78);

The total estimated retail value of the Secondary Prize is CAD \$268. Any difference in value will not be awarded.

The Grand Prize and the Secondary Prizes are hereafter collectively referred to as a the "**Prizes**". There is a limit of one (1) Prize per person.

# 5. 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 and RBJBP's sole and absolute discretion. Sponsor and RBJBP reserve the right to substitute any stated prize (or portion thereof) with an alternate prize of comparable or greater value at their 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 type of any merchandise / products forming part of any prize and the Game seat locations, will be determined in the sole discretion of Sponsor and/or RBJBP.
- (c) Any unused portion of the prize will be forfeited. Each Prize Participant must be of age of legal majority in his/her jurisdiction of residence, unless accompanied by a parent or legal guardian.
- (d) The winners of any Prize are fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).
- (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 and other expenses incurred by the winners (and any guests) in claiming, accepting and/or using the prize are the sole responsibility of each individual winner.

#### 6. RANDOM DRAW:

(a) **Secondary Prizes.** At approximately 10:00 a.m. ET on each of the Secondary Prize draw dates identified in the table in subsection 3(a) (each, a "**Draw Date**"), an RBJBP representative, or other person designated by RBJBP will select by random draw one (1) potential Secondary Prize winner from among all eligible Entries received up to the end of the Entry Period immediately preceding the applicable Draw Date. For certainty, any unselected Entries from one Entry Period <u>will</u> carry over to any subsequent Entry Period. Limit of one (1) Secondary Prize per person. Odds of winning

- a Secondary Prize depend on the number of eligible Entries received up to the Entry Period immediately prior to the applicable Draw Date and on whether entrants choose to submit Additional Entries.
- (b) **Grand Prize.** At approximately 10:00 a.m. ET on June 4, 2024, AN RBJBP REPRESENTATIVE, OR OTHER PERSON designated by RBJBP will select by random draw one (1) potential Grand Prize winner from among all eligible Entries received during the Contest Period. For certainty, an entrant may win both (1) Secondary Prize and the Grand Prize. Odds of winning the Grand Prize depend on the number of eligible Entries received during the Contest Period and on whether entrants choose to submit Additional Entries.
- 7. NOTIFICATION: Each potential winner selected in accordance with the previous section will be contacted by a RBJBP representative by telephone at the telephone number indicated in his/her/their Entry to determine if he/she/they is/are eligible in the sole discretion of the RBJBP representative. In the event that any potential winner does not respond to such notification within two (2) days, incorrectly answers the skill testing question (described in more detail below), as determined by Sponsor or RBJBP in its sole discretion or declines a prize for any reason, he/she/they will be disqualified, the 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.

# 8. DECLARING A WINNER:

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

# 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 and RBJBP are final and without appeal, (iii) remises, releases and forever discharges Sponsor, RBJBP, the other MLB Entities, Facebook, Inc. ("Facebook"), Instagram, Inc. ("Instagram"), X, Corp. ("X"), each of their respective parents, affiliated companies and subsidiaries, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all actions, causes of actions, suits, debts, dues, accounts, claims, damages, liability, losses, harm, costs or expenses, including without limitation any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, arising out of, or in any way related to, directly or indirectly, the Contest, including without limitation the entrant's participation in the Contest, any breach of these Official Rules, the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion

thereof), and any travel or activity that is related to the receipt or use of any Contest prize, and/or the violation or infringement of any intellectual property rights or of any publicity, personality or privacy rights, and agrees to fully indemnify the Released Parties, Instagram, X, and Facebook from any and all claims by third parties relating to the foregoing.

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

#### 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) nondelivery 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 Contestrelated advertisements or other materials; (ix) any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of any prize in any Contest-related materials, or the cancellation or postponement of any Major League Baseball game, event or exhibition, (x) any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; or (xi) any injury or damage to the computer of any entrant or other person related to or resulting from participating in this Contest or downloading materials from or use of any website.
- (b) Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's or RBJBP's representatives or who are in violation of these Official Rules, as solely determined by Sponsor and/or RBJBP, will be disqualified and all associated Entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by Sponsor, RBJBP, MLBAM and/or their respective agents. Sponsor and RBJBP shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. The Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize, and (ii) disclaim any implied warranty. The failure of Sponsor, RBJBP or MLBAM to enforce any term of these Official Rules shall not constitute a waiver of that provision. All disputes will be resolved in the Province of Ontario under applicable Ontario and Federal laws.

- (c) Sponsor, RBJBP and MLBAM reserve the right, in their sole discretion, to cancel, suspend or otherwise modify the Contest (or any portion thereof) and/or to amend these Official Rules at any time and in any way, without prior notice, for any reason, including, but not limited to incidents where a virus, bug, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof). In the event of cancellation, Sponsor 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, RBJBP, MLBAM AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING LEGAL FEES) AND OTHERR 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 and/or RBJBP, that he/she is the applicable Authorized Account Holder, the sufficiency of such proof to be determined in the absolute discretion of Sponsor and/or RBJBP. The "Authorized Account Holder" is defined as the natural person 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, RBJBP and/or MLBAM, as applicable, and not to Facebook, Instagram or X. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or X. Any questions, comments or complaints regarding the Contest should be directed to Sponsor and not to Facebook, Instagram, or X.
- (g) The Contest is subject to all applicable federal, provincial and municipal laws, rules and regulations.
- 11. **RESIDENTS IN QUEBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

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