

2024 JR. JAYS™ CLUB RALLY CAP CONTEST (the “Contest”)

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. CONTEST OPERATOR: The operator of this Contest is Rogers Blue Jays Baseball Partnership, located at One Blue Jays Way, Suite 3200, Toronto, Ontario M5V 1J1 (“**RBJBP**”).

2. ELIGIBILITY:

- (a) To be eligible to enter the Contest, you must: (i) be a legal resident of Canada, excluding the province of Quebec; (ii) be of legal age of majority in the province/territory in which you reside (and at least eighteen (18)); and (iii) be the parent or legal guardian of a child (A) aged fourteen (14) or under (the “**Child**”) as of April 3, 2024; and (B) who is a member of the *Jr. Jays Club*.
- (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) RBJBP, owner of the *Toronto Blue Jays*™ Major League Baseball team (the “**Team**”) (ii) the other MLB Entities (defined below), (iii) Baseball Canada (“**Baseball Canada**”), (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) 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. RBJBP 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 (the “**Entry Period**”) begins at 10:01 a.m. Eastern Time (“**ET**”) on April 3, 2024, and ends at 11:59 p.m. ET on May 31, 2024.
- (b) Limit of one (1) entry per person, per Child of an entrant, regardless of the method of entry.
- (c) There is one (1) ways to enter: via the Jr. Jays Club portal. No other method of entry will be accepted. During the Entry Period, you may enter the Contest by providing your 2024 Rally Cap Initiation Program Code into the Jr. Jays Club online portal at <https://myportal.bluejays.com>. By successfully transmitting a completed Entry (defined below) as directed, you will be entered in the Contest.
- (d) 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.

MLBAM’s computer shall be the official clock of the Contest with respect to Entries submitted online. Free access to the Internet is available at most public libraries. Entrants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Entry.

(e) All information submitted via email and the *Jr. Jays Club* online portal or offline is being collected by RBJBP. By entering this Contest, each entrant consents to the collection, use, and disclosure of his/her personal information, and that of the Child, for the purposes and in the manner described herein. All personal information submitted by entrants on the *Jr. Jays Club All-Star* online portal is subject to the *Jr. Jays Club All-Star* privacy policy, which is displayed on such online activation form.

4. PRIZE DESCRIPTION: Ten (10) eligible entrants will each win one (1) prize consisting of one of the following (to be selected by RBJBP in its sole discretion)

(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 scheduled to take place on a date to be determined by RBJBP in its sole discretion (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). The estimated value of the Baseball Clinic is CAD \$65.

OR

(b) one of the following items to be selected by RBJBP in its sole discretion:

(i) one (1) Team-branded baseball jersey autographed by one (1) or more Team players to be determined by Sponsor;

OR

(ii) one (1) baseball bat autographed by one (1) or more Team players determined by Sponsor.

(collectively, the "**Merchandise**").

The total estimated value of the Merchandise is CAD \$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**".

5. PRIZE CONDITIONS:

(a) Actual value of each autographed item is subject to market fluctuations. No certificate of authenticity is provided by Sponsor. Item is not used.

(b) Exact nature and duration of the youth baseball skills event shall be determined in the sole discretion of Sponsor and subject to availability.

(c) Notwithstanding anything to the contrary herein, each Prize Participant must be available to attend the Baseball Clinic. Should a Prize Participant be unable to attend the Baseball, the prize will be forfeited in its entirety and may be awarded to an alternate winner in accordance with these Official Rules.

(d) 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 RBJBP's sole and absolute discretion. RBJBP 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.

(e) All prize details, including without limitation, the process to register for the Baseball Clinic, the exact nature and duration of the Baseball Clinic and the type and quality of the Merchandise, will be determined

in the sole discretion of RBJBP. The winners are fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).

- (f) The date and time for the Baseball Clinic is determined in the sole discretion of RBJBP and may be subject to change. RBJBP reserves the right to remove or to deny entry to the Baseball Clinic 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, as determined by RBJBP in its sole discretion. 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.
- (g) 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. ET on Sunday, June 2, 2024, a Sponsor representative, or other person designated by Sponsor, will select by random draw ten (10) 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:** 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 activation card, online activation form or email, as applicable, to determine if he/she is eligible in the sole discretion of the RBJBP representative. In the event that any potential winner does not respond to such notification within three (3) business days, incorrectly answers the skill testing question (described in more detail below), as determined by RBJBP in its sole discretion or declines a prize for any reason, he/she will be disqualified, the prize will be forfeited and, at RBJBP's discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries received as of the applicable Draw Date Deadline.

8. DECLARING A WINNER:

- (a) To be declared a winner and claim the applicable prize awarded, each 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 and his/her Child, and any other documentation as may reasonably be required by RBJBP, and return same to 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 RBJBP's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries received as of the applicable Draw Date Deadline. Refusal to accept such documents or return of such documents as non-deliverable or the potential winner's noncompliance with these Official Rules will also result in disqualification and, at RBJBP's sole discretion and time permitting, may cause an alternate potential winner to be chosen from among all remaining eligible entries received as of the applicable Draw Date Deadline.

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 RBJBP are final and without appeal, (iii) remises, releases and forever discharges 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 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) 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 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 RBJBP’s representatives or who are in violation of these Official Rules, as solely determined by 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 RBJBP, MLBAM and/or their respective agents. 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 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 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) 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, RBJBP 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, RBJBP WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND RBJBP, 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/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 RBJBP, that he/she is the applicable Authorized Account Holder, the sufficiency of such proof to be determined in the absolute discretion of 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 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 RBJBP 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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