

CONTEST RULES
(the “Official Rules”)

Rogers Moments – 2023 *Blue Jays*™ Home Opener Contest
(the “Contest”)

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have read, understood, and agreed to be bound by these Official Rules.

1. WHO ARE THE SPONSORS?

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or affiliates (“**Rogers**”).

Rogers and any co-sponsors of the Contest are referred to collectively or individually as the “**Sponsors**”.

The Contest is in no way sponsored, endorsed or administered by, or associated with Rogers Blue Jays Baseball Partnership (“**RBJBP**”), owner of the *Toronto Blue Jays*™ Major League Baseball team (the “**Team**”), Rogers Centre Limited Partnership (“**RSLP**”), owner of *Rogers Centre*™ stadium (the “**Stadium**”), the Office of the Commissioner of Baseball (“**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**”), any 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, or the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities (the foregoing MLB entities, collectively, the “**MLB Entities**”) and each of them is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsors and not to RBJBP, RSLP and/or the MLB Entities.

This Contest is in no way sponsored, endorsed, administered by or associated with any third party social media or social networking service or site (each a “**Third Party Service**”), including but not limited to Facebook, Instagram and/or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

2. WHO IS ELIGIBLE TO ENTER?

To be eligible to enter this Contest, entrants must be residents of Canada and have reached the age of legal majority in their province or territory of residence as of the date of entry.

Employees, officers, directors, agents, and representatives of the Sponsors, RBJBP, the Team, RSLP, the Stadium or the MLB Entities or any of their respective parents, subsidiaries or affiliates, any prize suppliers, any and all other companies associated with the Contest, a household member of any of the individuals listed above, whether or not related or members of the immediate family (spouse, parent, child, sibling) of the individuals listed above are not eligible to enter.

3. WHEN DOES THE CONTEST START/END?

You may enter the Contest between 10:00 a.m. on March 6, 2023, and 11:59 p.m. on April 4, 2023 (the “**Entry Period**”) after which time the Contest will be closed and no other entries shall be accepted. All times referenced in these Official Rules are Eastern Times.

4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.

- (a) During the Entry Period, visit rogersfanzone.com/bluejaysexperience and fill out and submit the online entry form (the “**Online Entry Form**”) as instructed to earn one (1) entry in the Contest.

Bonus Entries

To earn five (5) Bonus Entries, opt-in via the Online Entry Form, to receive marketing communications from Rogers Communications Inc. and affiliates.

To earn five (5) Bonus Entries without opting-in to receive marketing communications, send via mail during the Entry Period (a “**Mail-in Entry**”), a 75-word essay on why you love baseball along with your name, address, day and evening telephone numbers, email address, and age, to the attention of Andre Mullings “Rogers Moments – Blue Jays Home Opener Contest” at 333 Bloor Street East, 8th Floor, Toronto, Ontario, M4W 1G9. To be valid, Mail-in Entries must be received within the Entry Period.

5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one (1) entry, and five (5) bonus entries, per person/email address. By way of illustration, if two (2) or more otherwise eligible individuals share a single email address, only one (1) of them may enter the Contest; and, if an eligible individual has multiple email addresses, they may only enter the Contest once in respect of only one (1) of those email addresses. In the case of multiple entries, only the first eligible entry will be considered.

6. COULD MY ENTRY BE REFUSED OR REJECTED?

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (d) your entry is not in compliance with these Official Rules.

The Sponsors reserve the right to refuse any entry for any other reason as they may determine.

7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that: (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the “**Entry Material**”) is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Rogers as it deems appropriate;
- (d) you grant to the Sponsors, RBJBP and MLBAM the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;

- (e) you waive all claims of moral rights in any use of your Entry Material by Rogers pursuant to the rights granted in these Official Rules; and
- (f) you release, waive and forever discharge the Sponsors, RBJBP, the Team, RSLP, the Stadium, the other MLB Entities, and each of their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees (including Team players), agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the “**Releasees**”), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, including participating in travel or any activity related to the prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

8. WHAT ARE THE CONTEST PRIZES?

There are three (3) prizes available to be won in the Contest, each having an approximate value of one thousand nine-hundred dollars (CDN \$1,900), and each consisting of:

- two (2) admission tickets (total) for the winner and one (1) guest (collectively, the “**Travelers**”) to attend the *Toronto Blue Jays* regular season baseball game to be played at the Stadium on April 11, 2023 (the “**Game**”) (estimated retail value of CDN \$200);
- Subject to section 9(a) of these Official Rules:
 - o round trip economy air transportation for the Travelers from the international airport closest to the winner’s residence (as determined in the sole discretion of Sponsor) to Toronto, Ontario on travel dates to be determined by Sponsor (the “**Airfare**”) (estimated retail value of CDN \$1,000);
- One (1) hotel room (standard double occupancy) for one (1) night in Toronto, Ontario in a hotel and on a date to be determined by Sponsor (the “**Toronto Hotel**”) (estimated retail value of CDN \$500); and
- One (1) \$200 CDN pre-paid VISA or Mastercard gift card.

The total estimated retail value of each prize is CDN \$1900 (inclusive of Game Tickets, Airfare, Toronto Hotel, and pre-paid Visa or Mastercard gift card). Actual retail value of each prize will depend on whether the winner resides within 300 kilometres of the Toronto, Ontario city centre (in which case Airfare will not be provided, as more particularly set out in Section 9(a) of these Official Rules, below) and, if the winner resides further than 300 kilometers of the Toronto, Ontario city centre, on the winner’s departure city (the estimated retail value of the Airfare is based on the departure city of Vancouver, British Columbia. Any difference in value will not be awarded.

9. ARE THERE ANY PRIZE CONDITIONS?

All prize particulars will be determined by the Sponsors in their sole discretion. In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- (a) If the winner resides within 300 kilometres of the Toronto, Ontario city centre, Airfare will not be awarded and the Travelers will be solely responsible for all costs of transportation (and no additional compensation or substitution will be awarded for any difference in prize value).
- (b) Except for gift cards, vouchers or cash prizes, the prize value in these Official Rules is approximate only. You will not be compensated if actual prize value is lower than the value quoted in these Official Rules;
- (c) The Sponsors reserve the right, in their sole discretion, to substitute a prize, in whole or in part, with a prize or prize component of equal or greater value if the prize or any component thereof cannot be awarded for any reason.

- (d) The prize must be accepted as awarded and may not be transferred or resold, unless otherwise determined by the Sponsors. The prize may not be exactly as advertised. The prize is provided “as is” without representation or warranty of any kind by the Sponsors;
- (e) All prize details, including Airfare times, , the location of the Toronto Hotel and the Game seat locations will be determined in the sole discretion of Sponsor. Some restrictions may apply. If a winner is entitled to Airfare, travel arrangements must be made through Sponsor’s agent on a carrier of Sponsor’s choice and tickets will be subject to those terms and conditions specified by the ticket issuers. In addition, if a winner is entitled to Airfare, the Travelers must travel together on the same itinerary and are responsible for ensuring they have all necessary travel documents (e.g., valid passport) and meet all health and safety and other legal requirements to travel (e.g., vaccination requirements). Sponsor and the Releasees are not responsible in the event any Traveler is refused boarding at any time by any airline or airport security. Any unused portion of the prize will be forfeited. The winners are fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).
- (f) Any and all additional costs and expenses associated with prize acceptance, participation and/or use not specified herein as being provided, including any expenses incurred by the winner in claiming, accepting, participating in and/or using the prize are the sole responsibility of the individual winner.
- (g) Prize may not be resold, commercially traded, assigned, transferred or redeemed for cash:
- (h) If and as applicable, prizes are not game used and no certificate of authenticity will be provided; and
- (i) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.

10. ARE THERE ANY COVID- 19 CONSIDERATIONS?

In addition to any conditions that may be provided elsewhere in these Official Rules, your entry in this Contest and any prize awarded may be subject to the following conditions:

- (a) you agree to comply with all applicable orders, directives, guidelines, COVID-19 procedures, COVID-19 related bylaws, and public health and safety regulations issued by federal, provincial and municipal authorities. Such guidelines and bylaws include without limitation, vaccination, quarantine, requirements related to hand sanitation, self-isolation, social and physical distancing, and use of face coverings as may be applicable; and
- (b) if and as applicable, participation in any prize event is subject to winner’s (and guest’s) consent to and compliance with all health and safety policies of the MLB Entities, including but not limited to the wearing of masks if and when directed and the requirement to be fully vaccinated against COVID-19 (i.e., having received a final vaccination dose at least 14 days prior to the event).

11. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?

On April 5, 2023 at approximately 10:00am ET in Toronto, ON at 333 Bloor St East, Rogers will conduct a random draw from all eligible entries received. Three (3) entrant(s) will be randomly selected as a potential winner and notified using the information provided at the time of entry. In the event a potential winner does not respond to such notification within one (1) business day, declines a prize for any reason, or does not meet the requirements set forth in these Official Rules, as determined by the Sponsors in their sole discretion, the potential winner will be disqualified and, time permitting, an alternate potential winner may be randomly selected from among remaining eligible entries.

If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Official Rules, there will be a random draw amongst all eligible prize claimants after the Contest’s closing date to award the correct number of prizes.

12. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

Before being declared a winner, a potential winner must:

- (a) correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) be in compliance with these Official Rules;
- (c) sign and return, within any designated time period, a release of liability and consent to publicity form (the “**Release Form**”) and any other documentation as reasonably required; and
- (d) at the request of the Sponsors, provide proof of identification to confirm eligibility or to claim a prize, or provide proof that they are the authorized account holder of any account associated with the selected entry.

13. WHAT ARE THE ODDS OF WINNING A PRIZE?

The odds of winning depend on the number of eligible entries received and on whether an entrant chooses to obtain Bonus Entries.

14. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Except as otherwise indicated by the Sponsors, a winner must personally take delivery of the prize as instructed within thirty (30) days of being notified that such prize is available or within such other time period as may reasonably be advised. If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

15. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest. By accepting a prize you:

- (a) grant to the Sponsors, RBJBP, RSLP, and MLBAM the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;
- (b) agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the “**Publicity Material**”) may be used by the Sponsors, RBJBP, RSLP, MLBAM or their licensees, successors, or assigns (collectively, the “**Publicity Parties**”) in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- (c) acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
- (d) waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

16. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?

By entering the Contest, you consent to Rogers' collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at www.rogers.com/web/content/Commitment-to-Privacy (the “**Rogers Privacy Policy**”), for purposes of administering the Contest as described in these Official Rules. In addition, you consent to any personal information you have provided in connection with this

Contest to be shared with RBJBP and MLBAM and to be used by such entities for the purpose of facilitating the delivery or fulfillment of a Contest prize.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, “**Commercial Communications**”) from the Sponsors RBJBP, MLBAM or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy. Should you elect to receive Commercial Communications from RBJBP, your personal information will be used by RBJBP to that end, in accordance with the RBJBP [Privacy Policy](#). Should you elect to receive Commercial Communication from MLBAM, your personal information will be used by MLBAM to that end, in accordance with MLBAM’s [Privacy Policy](#).

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law;
- (b) you elect to receive Commercial Communications from a party other than Rogers;
- (c) to coordinate the fulfillment or provision of the prize with a prize supplier; and/or
- (d) if you have been asked to sign and return a Release Form or other documentation in accordance with the terms of these Official Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability (including, without limitation, RBJBP).

ROGERS’ DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY’S PRIVACY POLICY AND PRACTICES.

17. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?

The Releasees assume no liability for the following:

- (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- (b) any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- (d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- (g) anyone being incorrectly or mistakenly identified as a winner or potential winner; and/or
- (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

18. WHAT LAWS APPLY TO THE CONTEST?

The Contest is subject to applicable Canadian federal, provincial and municipal laws and regulations. Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.

19. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?

The Sponsors reserve the right, in their sole discretion, to cancel, modify, or suspend the Contest or amend these Official Rules at any time, for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required.

You may not amend these Official Rules in any way.

20. COULD THE SPONSORS DISQUALIFY OR BAN SOMEONE FROM A CONTEST?

The Sponsors reserve the right, in their sole discretion, to disqualify any entrant from the Contest, or prevent any entrant from future participation in a contest, that has:

- (a) resold or attempted to resell a prize, in whole or in part;
- (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest and/or the Contest website;
- (c) provided false or misleading information;
- (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; and/or
- (e) otherwise violated these Official Rules.

21. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these Official Rules shall govern.

22. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.

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