

**Bacardi / Blue Jays™ for a Day 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 Bacardi Canada Inc., 1000 Steeles Avenue East, Brampton, Ontario L6T 1A1 (“**Sponsor**”).

**2. ELIGIBILITY:**

- (a) The Contest is open only to residents of Canada who are at least nineteen (19) years of age 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, contractors, agents, representatives, successors and assigns of each of (i) Sponsor, (ii) Rogers Blue Jays Baseball Partnership (“**RBJBP**”), owner of the *Toronto Blue Jays*™ Major League Baseball team (the “**Team**”), (iii) the MLB Entities (defined below), (iv) each of their respective parents, affiliated companies, and subsidiaries, (v) provincial liquor agencies and liquor sales licensees, and (vi) 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**” or “**MLB.com**”), 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 entry period (the “**Entry Period**”) begins at 8:59 a.m. Eastern Time (“**ET**”) on Friday, April 13, 2018, and ends at 4:59 p.m. ET on Monday, July 9, 2018.
- (b) Limit of one (1) entry per person email address. 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) To enter the Contest, during the Entry Period, go to [www.bluejays.com](http://www.bluejays.com) and click on the Contest banners, buttons and/or links to access the online entry form for the Contest. During the Entry Period, complete the online entry form as instructed, including all required information, and submit the completed online entry form. By successfully transmitting a completed Entry (defined below) as directed, you will be entered in the Contest.

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.

- (d) 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) By entering this 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 bluejays.com is being collected by MLBAM and is subject to, and will be treated in a manner consistent with, MLB.com's Terms of Use accessible at: [http://mlb.mlb.com/mlb/official\\_info/about\\_mlb\\_com/terms\\_of\\_use.jsp](http://mlb.mlb.com/mlb/official_info/about_mlb_com/terms_of_use.jsp) and Privacy Policy accessible at: [www.mlb.com/privacy](http://www.mlb.com/privacy). Information submitted by entrants on bluejays.com will also be provided to (i) RBJBP, treated in accordance with RBJBP's Privacy Policy, available at [www.bluejays.com/privacy](http://www.bluejays.com/privacy), subject to the entrants' stated preferences from time to time and (ii) Sponsor, treated in accordance with Sponsor's Privacy Policy available at <https://www3.bacardi.com/us/en/privacy-policy/> 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 MLB.com, 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.
- (f) 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 <https://www3.bacardi.com/us/en/privacy-policy/> and by RBJBP in accordance with RBJBP's Privacy Policy, available at [www.bluejays.com/privacy](http://www.bluejays.com/privacy). Sponsor's and RBJBP's treatment of information is subject to each entrant's stated preferences from time to time.

#### 4. PRIZE DESCRIPTION:

Ten (10) eligible entrants will each win one (1) prize consisting of the following:

- (a) two (2) *Rogers Centre*<sup>TM</sup> stadium (the "**Stadium**") luxury suite tickets for use by the winner and one (1) guest (together, the "**Prize Participants**") for the Team's regular season baseball game scheduled to be played on Tuesday, September 25, 2018 (the "**Game**");
- (b) one (1) standard, double occupancy hotel room for a two (2) night stay in Toronto, Ontario (the "**Destination**") in a hotel to be determined by Sponsor (the "**Hotel**");
- (c) the opportunity for the Prize Participants to participate in group baseball skills instruction with other Contest winners and their guests, such instruction to be provided by coaches and/or player alumni of the Team at the Stadium, starting at approximately 8:00 a.m. and ending at approximately 12:00 p.m. on Tuesday, September 25, 2018 (the "**Baseball Instruction**");
- (d) one (1) Team uniform for each of the Prize Participants, consisting of one (1) pair of pants, one (1) belt, one (1) cap, one (1) t-shirt, and one (1) jersey, each such jersey to be personalized with the winner's or his/her guest's, as applicable, name and requested number (collectively, the "**Merchandise**"); and
- (e) subject to Section 5(a) of these Official Rules, below:

- (i) round trip economy air transportation for the Prize Participants from the international airport within Canada closest to the winner's residence (as determined in the sole discretion of Sponsor) to the Destination, departing on Monday, September 24, 2018 and returning on Wednesday, September 26, 2018, or on such other dates as may be determined by Sponsor ("**Airfare**") (estimated retail value of CDN \$1,000); and
- (ii) return ground transportation (via a single vehicle) for the Prize Participants from the Destination airport to the Hotel ("**Ground Transportation**") (estimated retail value of CDN \$150).

The total estimated retail value of each prize is CDN \$3,350 (inclusive of Airfare and Ground Transportation). Actual retail value of each prize will depend on whether the winner resides within 300 kilometres of the Stadium (in which case Airfare and Ground Transportation will not be provided, as more particularly set out in Section 5(a) of these Official Rules, below) and, if the winner resides further than 300 kilometres of the Stadium, on the winner's departure city (the estimated retail value of the Airfare is based on the departure city of Montreal. Any difference in value will not be awarded.

There is a limit of one (1) prize per person.

The ten (10) prizes will be regionally allocated as follows:

- one (1) prize (the "**Atlantic Region Prize**") will be awarded to a resident of any of Newfoundland and Labrador, New Brunswick, Prince Edward Island or Nova Scotia (such provinces, collectively, the "**Atlantic Region**");
- one (1) prize (the "**Alberta Prize**") will be awarded to a resident of Alberta;
- one (1) prize (the "**Northwestern Region Prize**") will be awarded to a resident of any of British Columbia, Northwest Territories, Yukon, or Nunavut (such province and territories, collectively, the "**Northwestern Region**");
- one (1) prize (the "**Manitoba Prize**") will be awarded to a resident of Manitoba;
- one (1) prize (the "**Quebec Prize**") will be awarded to a resident Quebec;
- one (1) prize (the "**Saskatchewan Prize**") will be awarded to a resident of Saskatchewan; and
- four (4) prizes (each, an "**Ontario Prize**") will be awarded to residents of Ontario.

## 5. PRIZE CONDITIONS:

- (a) If a winner resides within 300 kilometres of the Stadium, Airfare and Ground Transportation will not be awarded and the Prize Participants 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) Notwithstanding anything to the contrary herein, each winner must be available to attend the Game and the Baseball Instruction. Should a winner be unable to attend either the Game or the Baseball Instruction, the prize will be forfeited in its entirety and may be awarded to an alternate winner in accordance with these Official Rules.
- (c) Any and all Contest prizes must be accepted as awarded and may not be transferred, assigned, or redeemed for cash except at Sponsor's sole and absolute discretion. Sponsor reserves the right to

substitute any stated prize (or portion thereof) with an alternate prize of comparable or greater value at its sole and absolute discretion, for whatever the reason. Prizes may not be exactly as advertised, and except as expressly warranted herein, any prize is provided “as is” without further warranty of any kind.

- (d) All prize details, including without limitation Airfare and Ground Transportation times, if applicable, the location of the Hotel, the Game seat locations, the exact nature and duration of the Baseball instruction experience and the type and quality of the Merchandise will be determined in the sole discretion of Sponsor and/or RBJBP. Some restrictions may apply. If a winner is entitled to Airfare and Ground Transportation, 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 and Ground Transportation, the Prize Participants must travel together on the same itinerary and are responsible for ensuring they have all necessary travel documents (e.g., valid passport). RBJBP, Sponsor and the MLB Entities are not responsible in the event any Prize Participant is refused boarding at any time by any airline or airport security. Any unused portion of the prize will be forfeited. Each Prize Participant must be 19 years of age or older. The winner is fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).
  - (e) Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of each prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each winner and his/her guest agree to comply with all applicable stadium and venue, as applicable, regulations in connection with the prize. The applicable MLB Entities reserve the right to remove or to deny entry to any winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Game, event or exhibition. 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 any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as part of each prize may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the licence granted by the game, event or exhibition tickets.
  - (f) 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 and health insurance, transportation costs (including: checked baggage fees, excess baggage fees, and transportation to and from the Game), 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:** At approximately 11:00 a.m. ET on Friday, July 20, 2018, a RBJBP representative, or other person designated by RBJBP will conduct a series of random draws to determine one (1) potential Atlantic Region Prize winner, one (1) potential Alberta Prize winner, one (1) potential Northwestern Region Prize winner, one (1) potential Manitoba Prize winner, one (1) potential Quebec Prize winner, one (1) potential Saskatchewan Prize winner, and four (4) potential Ontario Prize winners, as follows:

- One (1) eligible entrant will be selected by random draw from among all eligible Entries received from residents of the Atlantic Region, such entrant to be deemed the potential Atlantic Region Prize winner. The odds of being selected as the potential Atlantic Region Prize winner depend on the total number of eligible Entries received from residents of the Atlantic Region;
- One (1) eligible entrant will be selected by random draw from among all eligible Entries received from residents of Alberta, such entrant to be deemed the potential Alberta Prize winner. The odds of being selected as the potential Alberta Prize winner depend on the total number of eligible Entries received from residents of Alberta;
- One (1) eligible entrant will be selected by random draw from among all eligible Entries received from residents of the Northwestern Region, such entrant to be deemed the potential Northwestern Region Prize winner. The odds of being selected as the potential Northwestern Region Prize winner depend on the total number of eligible Entries received from residents of the Northwestern Region;
- One (1) eligible entrant will be selected by random draw from among all eligible Entries received from residents of Manitoba, such entrant to be deemed the potential Manitoba Prize winner. The odds of being selected as the potential Manitoba Prize winner depend on the total number of eligible Entries received from residents of Manitoba;
- One (1) eligible entrant will be selected by random draw from among all eligible Entries received from residents of Quebec, such entrant to be deemed the potential Quebec Prize winner. The odds of being selected as the potential Quebec Prize winner depend on the total number of eligible Entries received from residents of Quebec;
- One (1) eligible entrant will be selected by random draw from among all eligible Entries received from residents of Saskatchewan, such entrant to be deemed the potential Saskatchewan Prize winner. The odds of being selected as the potential Saskatchewan Prize winner depend on the total number of eligible Entries received from residents of Saskatchewan; and
- Four (4) eligible entrants will be selected by random draw from among all eligible Entries received from residents of Ontario, each such entrant to be deemed a potential Ontario Prize winner. The odds of being selected as a potential Ontario Prize winner depend on the total number of eligible Entries received from residents of Ontario.

In the unlikely event that no Entries are received from a particular region or province, as applicable, the prize to be distributed in respect of such region or province (as the case may be) will be cancelled.

- 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 Entry 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) 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 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 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, and any other documentation as may reasonably be required by Sponsor and/or 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 received from the disqualified potential winner's province or region. Each winner's guest must also sign a duly completed Liability and, except where prohibited by law, Publicity Release form and return same to Sponsor (or, if directed, RBJBP) by the date specified in order to participate in the prize.

## 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, 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**"), Instagram, LLC ("**Instagram**"), Twitter, Inc. ("**Twitter**"), and Facebook, Inc. ("**Facebook**") 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, Twitter, 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) 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 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/OR 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 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, Twitter or Instagram. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. Any questions, comments or complaints regarding the Contest should be directed to Sponsor and not to Facebook, Twitter or Instagram.
- (g) The Contest is subject to all applicable federal, provincial and municipal laws, rules and regulations.
- (h) The provincial liquor agencies are not connected with this Contest in any manner whatsoever and are not liable in any way whatsoever in regard to any matter which relates to this Contest.

**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 a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

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