

# IRVING 24 RED SOX SWEEPSTAKES – OFFICIAL RULES ("Official Rules")

The Irving 24 Red Sox Sweepstakes (the "Sweepstakes") is sponsored by Irving Oil Marketing Inc., ("Irving") and administered by WSP International Limited ("Administrators). Irving hereinafter will be referred to as the "Sweepstakes Sponsor."

Participation in the Sweepstakes constitutes the entrant's ("you" or "your") full and unconditional agreement and acceptance of these Official Rules including the decisions of the Sweepstakes Sponsor, which are final on all matters relating to the Sweepstakes. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with any MLB Entity

## **NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.**

**General Sweepstakes Information:** The Sweepstakes is being played online at [www.irvingoil.com/driverus](http://www.irvingoil.com/driverus). You can automatically receive (1) Sweepstakes Ballot Entry ("Ballot Entry") when you complete the Irving 24 Online Entry Form at [www.irvingoil.com/driverus](http://www.irvingoil.com/driverus). Limit one (1) Ballot Entry per person per valid Online Questionnaire completed. See point three (3) below on How to Enter for full details. Any questions, concerns or comments can be sent via mail to Irving 24 Red Sox Sweepstakes, 600 Main Street, #300, Tonawanda, NY, 14151-0888.

**1. Sweepstakes Dates:** The Sweepstakes begins at 12:00:01 AM Atlantic Time ("AT") on August 19, 2019 (the "Sweepstakes Start Date") and ends at 11:59:59 PM AT on September 15, 2019 (the "Sweepstakes End Date"). The period from the Sweepstakes Start Date through to the Sweepstakes End Date is known as the "Sweepstakes Period".

**2. Who Can Enter:** The Sweepstakes is open to all legal residents of the USA states of Maine, Massachusetts, New Hampshire, and Vermont who have reached the age of majority as of the Sweepstakes Start Date in the state in which they reside. To enter the Sweepstakes you must also be a Fleet Owner/Operator or Professional Driver as of the Sweepstakes Start Date. Employees and immediate family members (living in the same household) of the Sweepstakes Sponsor, its affiliates and agents, contractors, the Administrators, the MLB Entities, are not eligible to enter or win. The "MLB Entities" shall mean 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 ("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. The Sweepstakes is void outside of the Sweepstakes Area and where otherwise prohibited or restricted by law.

**3. How to Enter:** During the Sweepstakes Period only, you can automatically receive one (1) ballot entry when you complete the Irving 24 Online Entry Form, at [www.irvingoil.com/driverus](http://www.irvingoil.com/driverus). All ballots received between the Sweepstakes Start Date and the Sweepstakes End Date will be entered into the Grand Prize Draw. Limit one (1) Ballot Entry per person per valid completed entry form. Sweepstakes Sponsor is not responsible for late, misdirected, lost, or incomplete entries, which will be disqualified.

**4. Prize:** There will be two (2) Grand Prizes, drawn from all Ballot Entries received during the Sweepstakes Period to award two (2) prizes of two (2) Red Sox tickets to the home game at Fenway Park on September 29, 2019, and a \$200.00 MasterCard Gift Card. Approximate retail value of \$596.00. Grand Prize drawings will be conducted by Sweepstakes Sponsor in Markham, ON, Canada at approximately 4:00:00 PM AT on September 16, 2019. Tickets will be available for pickup at will-call at Fenway Park on the date of the game. **TRANSPORTATION AND LODGING NOT INCLUDED.**

Each winner and his/her guest are responsible for travel to and from Fenway Park and all expenses incurred at the Boston Red Sox game, unless specified herein. Seat locations at the game shall be determined in the sole discretion of Sweepstakes Sponsor. Each winner's guest must be of legal age of majority in his/her jurisdiction of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. 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 any 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 ballpark and venue, as applicable, regulations in connection with the prize. Sweepstakes Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to any winner and/or his/her guest who engage(s) 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. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage 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 prizes 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 license granted by the game, event or exhibition tickets.

**5. Notification and Redemption:** If you have been drawn as a selected winner for the Grand Prize, the Sweepstakes Sponsor or Administrators will notify you via e-mail and/or phone. As a condition of awarding the prize, winner must complete, within three (3) days of receipt, the Sweepstakes Sponsor's Statement of Compliance, Release, and Indemnity under which, among other matters, winner confirms his/her compliance and eligibility with these Official Rules, completes, unaided, a mathematical skill

testing question and releases and indemnifies Sweepstakes Sponsor, Administrators and other certain parties. Potential winner may have to show a valid license in the appropriate class for their province for verification. If a potential winner refuses or fails to return the required documents within three (3) days of notification, in accordance with these Official Rules, or is found to have violated the Official Rules of the Sweepstakes in any way, or is deemed ineligible to receive a prize for any reason, or if any prize or prize notification from Sweepstakes Sponsor or Administrators is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question and the Sweepstakes Sponsor will hold a drawing to select an alternate prize winner from among the pool of eligible entries received. Winner is solely responsible for any taxes on prize award. Prize is nontransferable and there will no substitution, in part or in whole, is allowed except by Sweepstakes Sponsor who may substitute a prize of equal or greater value. Prize will be awarded only to an eligible winner.

Winners are solely responsible for any taxes on prize award. All costs and expenses are the sole responsibility of the winners.

**6. Odds:** Odds of winning a grand prize draw depends on the total number of eligible ballot entries received during the Sweepstakes Period.

**7. Publicity:** Acceptance of prize constitutes permission for Sweepstakes Sponsor to use the winner's name, likeness, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law. The names of the Prize Winners will be published on the Sweepstakes Sponsor and/or Administrators' Websites and Social Networking Websites.

**8. Restrictions:** The following are prohibited and will result in automatic disqualification from the Sweepstakes: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Sweepstakes Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Sweepstakes.

**9. Privacy:** Sweepstakes Sponsor will be collecting personal data about you for the administration of the Sweepstakes and for purposes of internal market research. You may specifically request to be completely removed from participation in the Sweepstakes in accordance with paragraph 11 below. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so;
- when, in good faith, we believe the law requires disclosure;
- to affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and
- to our respective agents for data processing purposes, our respective professional advisors and promotional and marketing agencies, provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

Sweepstakes Sponsor may match aggregated, statistical use information to parameters established by third parties, without releasing user information. This information will not contain any personally identifiable information. Sweepstakes Sponsor may share aggregate information with trading partners, co-branded sites, participating sponsors and advertisers; however, this aggregated information will not contain personally identifiable information.

**10. Winner List / Official Rules:** The name of the Grand Prize winner and a copy of the complete Official Rules are available by sending a self-addressed, stamped envelope to Irving 24 Red Sox Sweepstakes, 600 Main Street, #300, Tonawanda, NY, 14151-0888 or by emailing [irvingoil@wspcontestcentral.com](mailto:irvingoil@wspcontestcentral.com).

**11. General Terms and Conditions; Release and Waiver of Claims:** This Sweepstakes is void outside the USA states of Maine, Massachusetts, New Hampshire, and Vermont and where prohibited by law, and is subject to all applicable federal, state, and local laws and regulations. BY ACCEPTING ANY PRIZE, WINNERS ACKNOWLEDGE THAT THE SWEEPSTAKES SPONSOR HAS NEITHER MADE, NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, REGARDING ANY AWARDED PRIZE, INCLUDING BUT NOT LIMITED TO ITS QUALITY, MERCHANTABILITY OR MECHANICAL CONDITION. By participating in the Sweepstakes, each participant agrees to release and hold the Sweepstakes Sponsor and its employees, officers, directors, shareholders, agents, parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment agencies and legal advisors (collectively the "Released Parties"), harmless from any and all losses, damages, rights, claims and actions of any kind arising from or in connection with participation in the Sweepstakes or the acceptance, possession, or use of any prize, including without limitation, any loss, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy. Released Parties are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Sweepstakes or from downloading any material from the Sweepstakes Sponsor's Servers or from any other Internet web site, regardless of whether the material was prepared by Sweepstakes Sponsor, or a third party.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A**

**VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

The Released Parties are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries, no matter the cause; (iii) failed or unavailable hardware, network, software or telephone transmissions, (iv) damage to entrants' or any person's computer and/or its contents.; (v) any entries submitted in a manner that is not expressly allowed under these Official Rules; or (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes, or (vii) any other causes beyond Sweepstakes Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes. All incomplete or non-conforming entries will be disqualified. If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) beyond the reasonable control of Sweepstakes Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sweepstakes Sponsor reserves the right to modify or terminate the Sweepstakes.

As a condition of entering this Sweepstakes, each entrant agrees that (a) any and all disputes, claims, controversies or causes of action arising out of or relating to this Sweepstakes, or any prizes awarded (each, a "Claim"), shall not be consolidated or joined with or in any other proceeding involving a Claim of any other party; and (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waived all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses.

Total approximate retail value of all available prizes is \$1,192.00.

Sweepstakes Sponsor: Irving Oil Marketing Inc., Portsmouth, New Hampshire, USA.

Administrators: WSP International Limited, Markham, ON, Canada.