

*The following promotion is intended for viewing in the United States in the states of Connecticut (excluding Fairfield County), Maine, Massachusetts, New Hampshire, Rhode Island and Vermont only and is governed by US law. Do not proceed in this promotion unless you are an adult legal resident of the United States residing in one of the states of Connecticut (outside of Fairfield County), Maine, Massachusetts, New Hampshire, Rhode Island or Vermont.*

## **OFFICIAL RULES – IRVING OIL 2021 RED SOX SWEEPSTAKES (USA) ("OFFICIAL RULES")**

The Irving Oil 2021 Red Sox Sweepstakes (the "Sweepstakes") is sponsored by Irving Oil Marketing, Inc. ("Irving") and is administrated by WSP International Limited (the "Administrator"). Irving hereinafter will be referred to as the "Sweepstakes Sponsor". There is no purchase necessary to enter or win.

Participation in the Sweepstakes constitutes the entrants' ("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.

**1. Basic Information:** No purchase is required. Making a purchase will not increase your chances of winning a prize. You can automatically be entered into the drawings for a chance to win one (1) of fifteen (15) available Red Sox Game Prizes, (see Rule 5 below for details), when you log into your Irving Rewards account and complete or update your profile (see Rule 4 below for details).

**2. Sweepstakes Dates:** The Sweepstakes begins at 12:00:01 AM Eastern Time ("EST") on April 16, 2021 (the "Sweepstakes Start Date") and ends at 11:59:59 PM EST on May 31, 2021 (the "Sweepstakes End Date"). The period from the Sweepstakes Start Date through to the Sweepstakes End Date is known as the "Sweepstakes Period". The Sweepstakes Sponsor's computers will be the official time clock for the Sweepstakes.

**3. Who Can Enter:** The Sweepstakes is open to all legal US residents of the states of Connecticut (excluding Fairfield County), Maine, Massachusetts, New Hampshire, Rhode Island and Vermont (the "Sweepstakes Area") who have reached the age of majority, as of the Sweepstakes Start Date, in the state in which they reside. Employees and immediate family members (living in the same household) of the Sweepstakes Sponsor, its affiliates and agents, contractors, the Administrators, the Boston Red Sox Baseball Club Limited Partnership (the "Red Sox" or the "Boston Red Sox") the other 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. ("MLB"), 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.

**4. How to Enter:** Throughout the Sweepstakes Period, simply log in to your Irving Rewards account at <https://www.irvingoil.com/myrewards/login>, complete or update your account with the following required information: First Name, Last Name, Postal Code, Email and Phone Number, and save your changes. You will receive one (1) entry when you successfully complete or update your account with this information and save the changes. Other information is requested but is not a requirement for entry. Limit one (1) entry per account. All entries received during the sweepstakes period, as noted in Rule 2, above, will be automatically entered into the drawing for a chance to win one (1) of fifteen (15) available Red Sox Game Prizes, as described in Section 5, below. If you are not an Irving Rewards member you can pick up an Irving Rewards card free of charge at any Participating Location, or sign-up online at <https://www.irvingoil.com/myrewards/signup> and receive an Irving Rewards card by mail. Only Registered Irving Rewards card members will be eligible to win prizes in the Sweepstakes as outlined hereinafter. There is no purchase or fee required to register your Irving Rewards card. To register your Irving Rewards card, go to <https://www.irvingoil.com/en-US/on-the-road/irving-rewards>. Please

allow up to seven (7) days from the day that you register your Irving Rewards card to be entered into the Sweepstakes prize drawing.

**5. Prize Details:** There will be one (1) Sweepstakes Drawing held at the end of the Sweepstakes Period, to award a total of fifteen (15) prizes. Each prize consists of: i) two (2) Boston Red Sox game tickets (for winner and one (1) guest), and ii) a Boston Red Sox prize pack with contents to be determined by Sponsor and Boston Red Sox in their sole discretion. Each prize is valued at \$158.00 each. Boston Red Sox game tickets are digital and will be sent to qualified winners by email or text message (standard text message rates may apply). Boston Red Sox prize pack will be sent to qualified winners directly by the Boston Red Sox organization. Prizes will be for Boston Red Sox home games at Fenway Park. Random drawings will be held to select the winners at the offices of the Administrator in Markham, ON, on Monday June 7, 2021.

Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket; see [mlb.com/ticket-back](http://mlb.com/ticket-back) for details. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Winner's guest(s) must be of legal age of majority in his/her (their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Major League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game/event/exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor and the other MLB Entities reserve the right to remove or to deny entry to the winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the game event/exhibition. Released Parties (as defined below) will not be responsible for weather conditions, acts of God, acts of terrorism, civil disturbances, local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Major League Baseball game/event/exhibition. Major League Baseball game/event/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/exhibition ticket.

In the event a game is postponed or cancelled, the Sweepstakes Sponsor will select a future eligible game for any affected prize winners.

**6. Notification and Redemption:** If you have been drawn as a selected prize winner, the Sweepstakes Sponsor or Administrator will notify you via e-mail and / or phone using the information provided in the entry or associated with your Irving Rewards account. If the selected winner does not respond to the Sweepstakes Sponsor's or Administrator's notification within three (3) days of the Prize Draw and the Sweepstakes Sponsor or Administrator has made two (2) separate contact attempts, the potential winner will be disqualified and a new potential winner will be drawn from among the eligible entries. As a condition of awarding the prize, winner must have completed, within one (1) day of receipt, the Sweepstakes Sponsor's Statement of Compliance, Release, and Indemnity Agreement ("Release Form") under which, among other matters, the winner confirms his/her compliance and eligibility with these Official Rules and releasing the Sweepstakes Sponsor, Administrator, the MLB Entities, each of their respective affiliates, subsidiaries, advertising and promotional agencies, and the directors, officers, partners, dealers, employees and agents of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Sweepstakes or the acceptance, possession or use/misuse of the prize (or any portion thereof). The winner must also provide proof of identity to a valid representative of the Sweepstakes Sponsor or Administrators. If a potential winner fails to return the required documents and provide proof of identity in accordance with these Rules, or is found to have violated the rules of the Sweepstakes in any way, or if any prize or prize notification from the Sweepstakes Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. In the case of forfeit, the Sweepstakes Sponsor may hold a random drawing to select an alternate prize winner.

Winner is solely responsible for any taxes on prize award. All costs and expenses are the sole responsibility of the winner.

**7. Publicity:** Acceptance of a Prize constitutes permission for Sweepstakes Sponsor and MLB Entities 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 name of the Prize Winners may be published on [www.irvingoil.com](http://www.irvingoil.com) and in Irving Rewards member communications.

**8. Odds:** Odds of winning will depend on the total number of eligible entries received through all methods of entry during the Sweepstakes Period.

**9. 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 or MLB Entities determine in their sole discretion, jeopardizes the integrity or proper conduct of the Sweepstakes.

**10. Privacy:** Sweepstakes Sponsor will be collecting personal data about you for the administration of the Sweepstakes and for purposes of internal market research. 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.

**11. Winners' List:** The name of the winners will be available until May 31, 2022 by emailing [gamemaster@irvingfun.com](mailto:gamemaster@irvingfun.com).

**12. General Terms and Conditions:** This Sweepstakes is void outside the Sweepstakes Area 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 and MLB Entities 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 ENTRANT AGREES TO RELEASE AND HOLD THE SWEEPSTAKES SPONSOR, ADMINSTRATOR, THE BOSTON RED SOX BASEBALL CLUB LIMITED PARTNERSHIP, THE MLB OTHER ENTITIES, 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, COSTS, EXPENSES, LIABILITIES, 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, EVEN IF CLAIMED TO BE

CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. This release and waiver is intended to be as broad as the law allows. All entries become the property of Sweepstakes Sponsor and will not be returned. 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 ANY WEB SITE 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 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 or MLB Entities 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 and/or MLB Entities reserve the right to modify or terminate the Sweepstakes.

Total approximate retail value of all available prizes is \$2,370.00.

This Sweepstakes is in no way sponsored, administered, or produced by any of the MLB Entities. Major League Baseball trademarks, service marks, and copyrights are proprietary to the MLB Entities. All rights reserved.

Sweepstakes Sponsor: Irving Oil Marketing, Inc., Portsmouth, NH 03801.

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