

BlueTriton MLB C-Store Buyer Promotion

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

1. PROMOTION TIMING:

The BlueTriton MLB C-Store Buyer Promotion (the “**Promotion**”) begins on September 28, 2024 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends at 11:59:59 p.m. ET October 14, 2024 (the “**Entry Period**”). By participating in the Promotion, each entrant (“**Entrant**”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of BlueTriton Brands, Inc., 900 Long Ridge Road, Building #2, Stamford, CT 06902 (the “**Sponsor**”), whose decisions shall be final and legally binding in all respects.

2. ELIGIBILITY:

The Promotion is open to Sponsor’s c-store buyers who receive from Sponsor a QR code which will enable them to enter the Promotion and who are legal residents of the United States and the District of Columbia, eighteen (18) years of age or older (or the age of majority in the state in which you reside) at the time of entry (“**Entrant**”). Sponsor and the MLB Entities (as defined below) and each of their respective directors, officers, shareholders, employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated companies, subsidiaries, licensees, franchisees, distributors, printers, individuals engaged in the development, production or distribution of materials (collectively, the “**Promotion Entities**”), and each of their immediate family members (as defined by the IRS) and/or people living in the same household are not eligible to participate or win a prize. “MLB Entities” means the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, MLB (as defined above), 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, and any and all other companies associated with the promotion agents. All eligibility is subject to all federal, state, and local laws and regulations. All entries submitted are the property of the Sponsor. All eligible entries may be reviewed for compliance with these Official Rules and, if compliant, will be entered in the Promotion. Promotion shall be void where prohibited or restricted by law.

3. HOW TO ENTER, WINNER SELECTION AND NOTIFICATION:

To enter the Promotion for a chance to win the Prize, during the Entry Period, Entrant must scan the QR code provided to Entrant by Sponsor and enter all required information, including name, company name, business email address and any other required information.

Random drawings will be conducted by the Sponsor on or about October 15, 2024, from all eligible entries made during the Entry Period, to select twenty (20) winning Entrants to award one

(1) Prize to each winner. Conduct of the Promotion and the drawings are under the supervision of the Sponsor. Potential prize winners will be notified by email, using the contact information provided at the time of entry. Sponsor shall have no liability for any potential prize winner notification that is lost, intercepted or not received by any potential prize winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within four (4) business days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner will forfeit his or her Prize and an alternate prize winner will be selected from all remaining eligible entries (time permitting). If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a Prize for any reason prior to award, such potential prize winner will be disqualified and the Prize will be awarded to an alternate prize winner (time permitting).

Potential winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Any prize winner will complete, sign and return an Affidavit of Eligibility and Liability/Publicity Release within four (4) business days, consenting to the publication of his/her name in any media for any promotional purpose relating to the Promotion, without further compensation. If a potential winner cannot be contacted, or if he/she fails to sign and return the Affidavit of Eligibility and Liability/Publicity Release within the required time period or if notices are returned as undeliverable, an alternate prize winner will be selected from all remaining eligible entries (time permitting).

LIMIT: One (1) Prize per person or household.

WARNING: ANY ATTEMPT BY AN ENTRANT OR OF ANY OTHER PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. IF ANY SUCH ATTEMPT IS MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) FROM ANY SUCH ENTRANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

PRIVACY POLICY/USE OF DATA:

By entering, Entrants agree that personal data ("**Personal Data**"), including, without limitation, the Entrants' name and address, may be processed, shared and otherwise used for the purposes and within the context of the Promotion and any other purposes outlined in these Official Rules. Entrants also agree that such Personal Data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Promotion. While the Sponsor is committed to undertaking reasonable measures to protect the privacy, accuracy and reliability of the Personal Data submitted and to protect such information from loss, misuse, unauthorized access, disclosure, alteration and destruction, the Sponsor notes that the internet is not a perfect service medium and data transmission is not guaranteed to be secure. The Sponsor uses, and will use, a variety of security measures to ensure the security of the Personal Data collected during the Promotion. However, the Sponsor cannot and does not warrant the security of the Personal Data which is submitted as part of the Promotion and cannot and does not warrant that such Personal Data will not be intercepted unlawfully by third parties. When any information is provided to the Sponsor as part of the Promotion, including Personal Data, such submission is done at the Entrants' own risk.

Use of Data. Please review Sponsor's privacy policy at <https://www.bluetriton.com/privacy-policy>. By participating in the Promotion, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policies. Such terms and conditions are being made a part of these Official Rules and incorporated herein by reference.

NOTE: Entry must be made by the Entrant only. Entries made by any other individual or any entity, including but not limited to commercial sweepstakes subscription notification and/or entering services, artificial intelligence, will be declared invalid and disqualified for this Promotion. Tampering with the entry process or the operation of the Promotion is prohibited, and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. PRIZE, ODDS, APPROXIMATE RETAIL VALUE ("ARV"):

Only the Prize listed below will be awarded in this Promotion. Odds of winning the Prize depend on the number of eligible entries received.

PRIZE:

Drawing to select twenty (20) winning Entrants who will each receive one (1) Prize as follows:

- Prize to consist of two (2) tickets to an MLB game (games as determined by the Sponsor in its absolute sole discretion).

ARV of one (1) Prize is \$200.

Total ARV of twenty (20) Prizes is \$4000.

Prizes are non-transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prize and/or product offers are not redeemable for cash. Sponsor reserves the right to substitute a particular Prize or product offer for one of comparable or greater value. Prize will be awarded only if the prize winner fully complies with these Official Rules.

Sponsor will not replace any lost, mutilated, undeliverable, returned, refused or stolen Prize. Winner is responsible for any and all applicable local, state, and/or federal taxes, fees and any other costs and expenses associated with acceptance or use of the Prize not specifically provided for in these Official Rules. Actual value may vary based on the specific game and venue of the Prize. Winner will not receive difference between actual and approximate retail value.

MLB Ticket Prize Conditions:

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/ticketback](https://www.mlb.com/ticketback) 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 the Sponsor. 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

their guest agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor and the MLB Entities reserve the right to remove or to deny entry to the winner and/or their guest 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. Major League Baseball game/event/exhibition tickets awarded as part of the Prize may not be resold, 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.

5. LIMITATION OF LIABILITY:

By participating in this Promotion, Entrants agree that the Promotion Entities (which for this Promotion includes the MLB Entities), and each of their respective parent, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, designees and agents (collectively, “**Released Parties**”) are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable email notifications, direct messages, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet accessibility, availability or traffic congestion; or any technical, mechanical, programming, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any web users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to any Promotion-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Promotion and/or accepting a Prize. Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, at Sponsor’s sole discretion, be disqualified.

By participating in the Promotion, each Entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules and (ii) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys’ fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Entrant’s entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Promotion materials; (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor’s control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s)

or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, pandemic, work slowdown, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Promotion; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof); (i) any technical malfunctions or unavailability of any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, Internet service provider, or mail service utilized by any of the Released Parties or by an Entrant; (j) interruption of or inability to access the Promotion, any Promotion-related website(s) or any online service via the Internet due to hardware or software compatibility problems; (k) any damage to Entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion; (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions; (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries; (n) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties; (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof); (p) the negligence or willful misconduct by Entrant or (q) any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.

Without limiting the foregoing, everything regarding this Promotion, including the Prize, is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

6. PUBLICITY RELEASE:

Acceptance of any Prize constitutes prize winner's permission for the Promotion Entities to use prize winner's name, photograph, likeness, voice, biographical information, statements and state name (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Promotion Entities from all claims arising out of the use of such Attributes.

The use of any prize manufacturer, name or trademark in connection with the Prize is solely for the purpose of describing such Prize and is not intended to suggest any affiliation or sponsorship.

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