

The following promotion is intended for viewing in the United States in the states of Connecticut, 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, Maine, Massachusetts, New Hampshire, Rhode Island, or Vermont.

OFFICIAL RULES – IRVING OIL 2023 RED SOX BASEBALL DIGITAL GAME (USA) ("OFFICIAL RULES")

The Irving Oil 2023 Red Sox Baseball Digital Game (the "Game") 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 "Game Sponsor". There is no purchase necessary to enter or win.

Participation in the Game constitutes the entrants' ("you" or "your") full and unconditional agreement and acceptance of these Official Rules including the decisions of the Game Sponsor, which are final on all matters relating to the Game.

1. BASIC INFORMATION: No purchase is required. The Game is played using a computer, tablet, or smartphone. Earn chances to play online with digital "at bats" to swing and win prizes ("game play"). Get one (1) game play when you enter Bonus Codes found in select Irving Rewards email communications and on social media. **You must have a registered Irving Rewards card to play and win prizes in the Game.** If you do not have an Irving Rewards card, pick one up free of charge at any Participating Location. There is no purchase or fee required to register your Irving Rewards card. To register your Irving Rewards card, go to www.irvingoil.com. Please allow up to seven (7) days from the day that you register your new Irving Rewards card to be eligible to receive Game plays. Any questions, concerns or comments regarding the Game can be forwarded to redsox@irvingrewardscard.com. Or send your questions, concerns, or comments "Irving Oil Red Sox Digital Baseball Game, 600 Main Street, #300, Tonawanda, NY 14151-0888".

2. GAME DATES: The Game begins at 12:00:01 AM Eastern Time ("EDT") on April 1, 2023, (the "Game Start Date") and ends at 11:59:59 PM EDT on August 1, 2023 (the "Game End Date"). The period from the Game Start Date through to the Game End Date is known as the "Game Period". The Game Sponsor's computers will be the official time clock for the Game.

3. WHO CAN PLAY: The Game is open to all legal US residents of the states of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont (the "Game Area") who have reached the age of majority, as of the Game Start Date, in the state in which they reside. Reminder, as stated above, you must have a registered Irving Rewards card to play and win prizes in the Game. Employees and immediate family members (living in the same household) of the Game 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 Game is void outside of the Game Area and where otherwise prohibited or restricted by law.

4. HOW TO PLAY: Earn Game Plays by Entering Bonus Codes: Throughout the Game Period, the Game Sponsor will be advertising Bonus Codes on select Irving Rewards email communications, social media platforms, and other advertising media. To enter, visit www.redsox.irvingrewardscard.com and complete the one (1) time sign-up to enter Bonus Codes. You will receive one (1) game play for every Bonus Code successfully entered. Limit one (1) game play per Bonus Code per customer. After entering a Bonus Code, you will reveal an "at bat"

opportunity. Follow the instructions to take your digital “at bat”. If you are advised onscreen that you have hit a single, double, triple or home run, you win the prizes as detailed in Table 1, below. If you ground out, you receive online sweepstakes entries for chances to win the Grand Prize. See Rule 5 below for complete details and a list of all available prizes. **Important: You must have a registered Irving Rewards card to play and win prizes in the Game.** If you do not have a registered Irving Rewards card and wish to play the Game, you can either visit www.irvingoil.com/myrewards to register or reach out to Irving Rewards Customer Support at customersupport@irvingoil.com or call 1.888.273.5222.

AFTER AUGUST 1, 2023, GAME PLAYS WILL NOT BE AVAILABLE OR ELIGIBLE.

5. PRIZE DETAILS:

A) Instant Prizes and Fuel Discounts: When you earn a game play (see Rule 4 above) you have a chance to receive one of the following outcomes, based on 294,000 Game Plays. If you are advised on screen that you have “hit” a single, double, triple or home run, you instantly win one of the prizes shown below in Table 1:

Table 1:

At Bat Outcome	Prize or Discount	Approx. Retail Value Each	Available Discounts / Prizes	Chances to Receive
	INSTANT DISCOUNTS:			
Single	3 cents off per gallon discount*	\$.60*	73,500	1 in 4
Double	6 cents off per gallon discount*	\$1.20*	22,050	1 in 14
Triple	9 cents off per gallon discount*	\$1.80*	4,410	1 in 67
	INSTANT PRIZES:			
Home Run	Boston Red Sox Tickets for Two	\$116.00	500	1 in 588
	Total Prizes		100,460	1 in 3

Cents off per gallon prizes* are awarded to a maximum of 20 gallons and approximate retail values are based on a fill up of 20 gallons. Individual and overall odds of receiving a cents off per gallon discount are noted in the chart above. The total approximate retail value of all Instant Discounts is \$78,498.00.

Boston Red Sox Tickets for Two consist of 2 Boston Red Sox game tickets, for the winner and a guest. Each prize is valued at one hundred and sixteen (\$116.00) dollars 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). Prizes will be for 2023 Boston Red Sox regular season home games at Fenway Park to be determined by Sponsor in its sole discretion. The total approximate retail value of all Instant Prizes is \$58,000.00.

B) Grand Prize Online Sweepstakes: When you earn a game play (see Rule 4 above) and if you do not “hit” a single, double, triple or home run, you will see a message stating that you have grounded out. If you have grounded out, you will receive digital ballot entries into our Grand Prize Online Sweepstakes. There is a total of 193,540 ground outs, or “out” outcomes. Total odds to receive a ground out outcome is 1 in 2. However, the chances to win the Grand Prize depend on the actual total number of online ballots received. A random drawing will be held to select the Grand Prize winner at the offices of the Administrator in Markham, ON, on Wednesday, August 2, 2023 at approximately 1:00 PM.

Grand Prize Details: A Red Sox Experience will consist of four (4) Red Sox tickets for winner and three (3) guests to the Boston Red Sox home game at Fenway Park currently scheduled to take place on Saturday, August 26, 2023. Prize also includes the opportunity for the winner and guest to attend a pre-game VIP tour of Fenway Park, the opportunity for a private pre-game meet and greet reception with a current Red Sox player (“Red Sox Player”) at Sponsor’s sole discretion, a photo-op, autograph and Q&A with the Red Sox Player and a Red Sox gift bag consisting of merchandise determined by Sponsor in its sole discretion. Prize also includes five hundred (\$500.00) in Irving Oil gift cards and a \$500.00 MasterCard gift card. **The total approximate retail value of the Grand Prize is \$1,599.00.**

Each winner and guests are responsible for travel to and from Fenway Park and all expenses incurred at the Boston Red Sox game, unless specified herein. Exact nature and duration of the VIP tour, Red Sox Player meet and greet, reception, photo-op, and Q&A shall be determined in the sole discretion of the Boston Red

Sox and subject to availability. 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 redsox.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 Sponsor. Each 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. Each winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize; see redsox.com/ballpark for details. Sponsor and the MLB Entities reserve the right to remove or to deny entry to any 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. Sponsor and the MLB Entities 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, 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.

6. NOTIFICATION AND REDEMPTION:

- A) **WHAT TO DO WHEN YOU GET AN INSTANT CENTS OFF PER GALLON FUEL DISCOUNT MESSAGE:** As indicated on the instructions on screen, your prize will be automatically loaded onto the Irving Rewards Card that the Game play was issued to. Allow a minimum of twenty-four (24) hours for your Irving Rewards Fuel Discount to be loaded on your Rewards card. Once the reward is loaded, visit a participating location, swipe your Irving Rewards card prior to making a fuel transaction, and your reward will be available for use. The Irving Rewards fuel discount will be applied to your transaction once you choose to redeem it. There is a fill-up maximum of 20 gallons when you redeem your rewards. Remember: If you do not have an Irving Rewards card, pick one up free of charge at any Participating Irving Rewards Location. Only Registered Irving Rewards card members will be eligible to redeem. There is no purchase or fee required to register your Irving Rewards card. To register your Irving Rewards card, go to www.irvingoil.com. Please allow up to seven (7) days from the day that you register your new Irving Rewards card to redeem. See www.irvingoil.com for list of Participating Irving Oil Locations. For additional terms and conditions on Irving Rewards Fuel Discounts, please visit www.irvingoil.com. Fuel Discounts may be combined with other offers. Total redemption may not exceed the retail value of the purchase. See www.irvingoil.com for terms, conditions, and expiry dates on Irving Rewards Fuel Discounts.
- B) **WHAT TO DO WHEN YOU GET A BOSTON RED SOX TICKETS FOR TWO MESSAGE:** As indicated on screen, you must click "CLAIM PRIZE" and complete the release form to claim your prize. Prizes must be claimed by completing the Game 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 Game 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 Game or the acceptance, possession or use/misuse of the prize (or any portion thereof). Any prizes not claimed by the Game End Date will be deemed as forfeited. 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).
- C) **WHAT TO DO IF YOU ARE DRAWN FOR THE GRAND PRIZE:** If your entry has been drawn as the Grand Prize winner, the Game 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 Game Sponsor's or Administrator's notification within three (3) days of the Prize Draw and the Game 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 Game 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 Game 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 Game 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 Game 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 Game in any way, or if any prize or prize notification from the Game 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 Game Sponsor may hold a random drawing to select an alternate prize winner.

Winner is solely responsible for any taxes on Grand Prize award. An IRS 1099-MISC form will be issued for prizes exceeding six-hundred (\$600.00) dollars.

7. PUBLICITY: Acceptance of a Prize constitutes permission for Game Sponsor and MLB Entities to use each 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 and in Irving Rewards member communications.

8. ODDS: Odds of winning will depend on the total number of eligible entries received during each Entry Period through all methods of entry during the Game Period.

9. RESTRICTIONS: The following are prohibited and will result in automatic disqualification from the Game: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Game Sponsor or MLB Entities determine in their sole discretion, jeopardizes the integrity or proper conduct of the Game.

10. PRIVACY: Game Sponsor will be collecting personal data about you for the administration of the Game 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.

Game 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. Game 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 names of the winners will be available until December 31, 2023, by emailing redsox@irvingrewardscard.com.

12. GENERAL TERMS AND CONDITIONS: This Game is void outside the Game Area and were prohibited by law, and is subject to all applicable federal, state, and local laws and regulations. By accepting any prize, winners acknowledge that the Game 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 GAME, EACH ENTRANT AGREES TO RELEASE AND HOLD THE GAME SPONSOR, ADMINSTRATOR, THE BOSTON RED SOX BASEBALL CLUB LIMITED PARTNERSHIP, THE OTHER MLB 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 GAME 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 are intended to be as broad as the law allows. All entries become the property of Game 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 Game or from downloading any material from the Game Sponsor's Servers or from any other Internet web site, regardless of whether the material was prepared by Game Sponsor, or a third party.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE GAME OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE GAME 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 Game, or (vii) any other causes beyond Game Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Game. All incomplete or non-conforming entries will be disqualified. If for any reason this Game 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 Game Sponsor or MLB Entities that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Game, or if the Game is compromised or becomes technically corrupted in any way, electronically or otherwise, Game Sponsor and/or MLB Entities reserve the right to modify or terminate the Game.

Total approximate retail value of all available prizes is \$59,599.00.

Total approximate retail value of all available discounts is \$78,498.00.

Total approximate retail value of all available prizes and discounts is \$138,097.00.

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

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