

“Fries in the Fourth” GIVEAWAY
Presented by McCain Foods USA, Inc. (THE “SWEEPSTAKES”)

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. TRAVEL NOT INCLUDED.

ELIGIBILITY: The Sweepstakes is only open to legal residents of the United States, excluding the states of New York and Florida, who are eighteen (18) years of age or older at the time of entry. Employees, managers, officers, and directors, and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and members of the same household (whether or not related) of the Chicago Cubs Baseball Club, LLC (“**Administrator**”), other MLB Entities (as defined below), McCain Foods USA, Inc. (“**Sponsor**”) and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any other entity associated with the Sweepstakes 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 Advanced Media, L.P., Major League Baseball Properties, Inc. The MLB Network, LLC and the other 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 subject to all applicable federal, state, territory, provincial, and local laws, rules, and regulations. Void where prohibited or restricted by law, rule or regulation.

ENTRY PERIODS: Beginning July 4, 2025, prior to the start of every scheduled Chicago Cubs Friday home game at Wrigley Field during the 2025 Major League Baseball regular season (each a, “**Game**”).

HOW TO ENTER:

- 1) **Ticket to Chicago Cubs home game at Wrigley Field:** Every non-general admissions ticketholder who enters the Wrigley Field gates to attend a Game will be entered into the Sweepstakes for that Game; or
- 2) **Email:** Beginning at 9:00 a.m. CDT on each Game day and until ninety (90) minutes prior to the start of each Game, you can enter the Sweepstakes by sending an email to cubspromotions@cubs.com and include in the body of such e-mail all of the following information: your full name, street address, City, State, Zip Code, day and evening telephone numbers (including area codes), date of birth, one (1) valid Wrigley Field section number and row number, and the following statement: “I acknowledge that I have read, understand, and agree to the Sweepstakes’ Official Rules.” Incomplete and/or inaccurate entries are void. E-mail entries must be received ninety (90) minutes prior to the start of the applicable Game. E-mail entries will not receive a reply or acknowledgement.

Limit one (1) entry per person/email address regardless of method of entry per Game. Additional entries beyond the specified limit will be void.

RANDOM DRAWING: During the first inning of each Game, one (1) randomly selected Wrigley Field section will be selected by Administrator to be potential winners of the prize. Administrator will randomly

assign an "out" play (e.g., a strikeout, flyout, groundout, etc.) to each row of such section. The row(s) assigned to the play for the first "out" of the game shall be the potential winners for such game. By way of example, if Section 411L, Row 1 is assigned a "strikeout" and Section 411L, Row 7 is assigned a "flyout," and the first out of the game is a "strikeout," then Section 411L, Row 1 shall be potential winners of the Prize and Section 411L, Row 7 shall not be potential winners of the prize. Subject to verification of eligibility and compliance with these Official Rules, the potential winner(s) will be declared the official winner of the Sweepstakes for the game (each, a "**Winner**" and collectively "**Winners**"). The decisions of the Administrator and Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received during each applicable Game. Limit one (1) per person. Non-winning entries do not carry forward to subsequent drawings.

PRIZES:

In-person Winners who entered via the ticket method present at the Game at will receive one (1) serving of McCain French Fries during the Game; and

Winners who entered via the E-Mail method will receive one (1) voucher valued at Four Dollars and Ninety-Nine Cents (\$4.99) to purchase McCain products at participating retail locations (additional terms and conditions may apply).

Total Approximate Retail Value of each Prize: Four Dollars and Ninety-Nine Cents (\$4.99).

PRIZE CONDITIONS: All prize details shall be determined in the sole and absolute discretion of Sponsor and/or Administrator. Winners are fully responsible for any and all applicable taxes (including income and withholding taxes). All costs and expenses associated with prize acceptance and use which are not specifically included in the prize description above, including but not limited to transportation, lodging, meals, gratuities, insurance, and other expenses, are the sole responsibility of the winners. The prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's and/or Administrator's sole and absolute discretion. Administrator and/or Sponsor reserves the right to substitute the prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion.

NOTIFICATION: Each potential winner will be notified either in person or via email from Administrator and/or Sponsor (the "**Prize Notification**"). In the event that any potential winner does not respond to the Prize Notification within three (3) days of or declines the Prize for any reason, a disqualification will result, the prize will be forfeited and, at Administrator's and/or Sponsor's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries. The potential winners may be required to submit his/her valid social security number and/or other identification to Administrator and/or Sponsor and may receive an IRS Form 1099 for any prize valued at \$600 or greater. The potential winners may be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, a Release of Publicity, within five (5) days of the date of issuance. If required, the potential winners will be required to answer correctly, without assistance of any kind (mechanical or otherwise), a time limited mathematical skill testing question which will be administered by Administrator and/or Sponsor by telephone at a mutually agreeable time. Failure to submit any identification required by Administrator and/or Sponsor or to return any required documents within the specified time period, noncompliance with these Official Rules, the return of Prize Notification or of the prize (or any portion thereof) as non-deliverable, or, if applicable, failure to answer correctly the skill testing question as determined by Administrator and/or Sponsor in its sole discretion may result in a potential winner's disqualification and prize forfeiture and, at Administrator's and/or Sponsor's sole

discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By entering the Sweepstakes, each entrant agrees to (a) be bound by these Official Rules, including all entry requirements, (b) acknowledges and agrees that all intellectual property rights in the Sweepstakes materials and content are owned by their respective owners and that nothing in these Official Rules grants any right or license to use such intellectual property; and (c) waive any and all claims against Sponsor, Administrator, the MLB Entities, Instagram, Inc. X Corp., Facebook, Inc., Apple, Inc. and each of their respective parents, affiliated companies, subsidiaries, officers, directors, managers, employees, agents, licensees, distributors, dealers, retailers, printers, representatives, advertising and promotion agencies, and any other company associated with the Sweepstakes, and all of their respective officers, directors, managers, employees, agents, and representatives (collectively, “**Released Parties**”) for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from participation in the Sweepstakes, receipt or use of the Prize, or any travel or activity related thereto. By entering the Sweepstakes, each entrant gives his/her express permission to be contacted by Administrator and/or Sponsor, by telephone, email, and/or postal mail for Sweepstakes purposes. Each winner, by acceptance of the Prize, grants to Administrator and Sponsor, and each of their respective designees the right to publicize his/her name, city and state of residence, prize information, photograph, voice, statements, submissions, and/or other likeness for advertising, promotional, trade, and any other purpose, in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

GENERAL CONDITIONS: The decisions of Administrator are final and binding on all matters relating to this Sweepstakes. Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due, or garbled entries, transmissions, email, or mail; lost, interrupted, or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections; availability, accessibility, miscommunications, or failures of computer, satellite, telephone, cable, or wireless transmissions or lines; computer hardware or software malfunctions, failures, or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines, telephone systems, wireless towers, or cellular tower equipment; any error, omission, interruption, defect, or delay in wireless or other transmission, processing, or communication; printing, typographical, or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements, or other materials; cancellation or postponement of any Major League Baseball game/event/exhibition; or any other errors, problems, or difficulties of any kind, whether human, mechanical, electronic, or other, relating to the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with administration of the Sweepstakes, processing of entries, announcement of the winner, or any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users (e.g., hacking) or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Sweepstakes website. Persons who tamper with or abuse any aspect of the Sweepstakes or website; attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; intend to annoy, abuse, threaten, or harass any other entrant or any representative of Sponsor, Administrator, and/or MLB; or who are in violation of these Official Rules, as solely determined by Administrator, will be disqualified and all associated entries will be void. Administrator shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty, or representation of any kind

concerning the prize (or any portion thereof) and (b) disclaim any implied warranty. Administrator or Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and Administrator reserve the right, in its sole discretion, to modify, suspend, extend, or cancel the Sweepstakes (or any portion thereof) in the event Administrator is prevented from executing the Sweepstakes as contemplated herein by any event beyond Administrator's control, including but not limited to: fire; flood; earthquake; explosion; public health crisis, pandemic or epidemic; labor dispute or strike; act of God or public enemy; network or equipment failure; riot or civil disturbance; terrorist threat or activity; war (declared or undeclared); court order; or federal, state, or local government law, order, or regulation. Administrator also reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Sweepstakes (or any portion thereof) should any virus, bugs, unauthorized human intervention, or other causes or events corrupt administration, security, fairness, integrity, or proper operation of the Sweepstakes. In the event of cancellation, Administrator may elect to identify the winner and award the prize by way of random drawing from among all non-suspect, eligible entries received up to the time of cancellation. Administrator also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT AND ADMINISTRATOR AND ITS RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Entries generated by a script, macro, or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry, provided he/she is eligible according to these Official Rules. The "**Authorized Account Holder**" is the natural person to whom the applicable ISP or other organization (such as a business or educational institution) has assigned the submitted email address for the domain associated with such email address.

ARBITRATION; CLASS ACTION WAIVER: 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 be (i) arbitrated on an individual basis only and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party and (ii) settled by binding arbitration in Cook County, Illinois before a single arbitrator appointed by JAMS in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses.

WINNER LIST: For the winners' names, mail a request and a self-addressed stamped envelope to be received no later than ninety (90) days after the 2025 Major League Baseball season to: Chicago Cubs Fries in the Fourth Sweepstakes Winners List c/o Chicago Cubs, 1060 W. Addison, Chicago, IL 60613.

SPONSOR: The Sponsor of this Sweepstakes is McCain Foods USA, Inc., 1 Tower Lane, Oakbrook Terrace, IL, 60181

ADMINISTRATOR: The Administrator of this Sweepstakes is Chicago Cubs Baseball Club, LLC, 1060 W. Addison St., Chicago, IL 60613

X, Corp., Instagram, Inc., Facebook, Inc., and/or Apple, Inc. is not a sponsor of, or responsible for conducting the Sweepstakes. All entry data provided via the online entry form is provided to Administrator and not to X, Facebook or Instagram.

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