

ENERCARE FAN CELEBRATION CONTEST (the “Contest”)

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. SPONSOR: The sponsor of this Contest is Enercare Home and Commercial Services Limited Partnership, 7400 Birchmount Road, Markham, Ontario, L3R 5V4, Canada (“**Sponsor**”).

2. ELIGIBILITY:

- (a) The Contest is open only to residents of the Province of Ontario, who are of age of legal majority in the Province of Ontario.
- (b) The following individuals and their household members (whether or not related) are not eligible to enter the Contest: employees, officers, directors, shareholders, agents, representatives, successors and assigns of each of (i) Sponsor, (ii) Rogers Blue Jays Baseball Partnership (“**RBJBP**”), owner of the *Toronto Blue Jays*TM Major League Baseball team (the “**Team**”), (iii) the MLB Entities (defined below), (iv) each of their respective parents, affiliated companies, and subsidiaries, and (v) any and all other companies associated with the Contest. The “**MLB Entities**” shall mean the Office of the Commissioner of Baseball (the “**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 (the “**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.
- (c) Sponsor and RBJBP shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Sponsor and RBJBP reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

3. HOW TO ENTER:

- (a) The Contest entry period begins at 10:00 a.m. Eastern Time (“**ET**”) on Wednesday, August 2, 2023 and ends at 4:59 p.m. ET on Wednesday, August 30, 2023 (the “**Entry Period**”).
- (b) Limit of one (1) Online Entry per person/email address. By way of illustration, if two (2) or more otherwise eligible persons share a single email address, only one (1) of them may enter the Contest. If one (1) person has two (2) or more email accounts, that person may enter the Contest only once and only the first entry received from such person will be considered.
- (c) There is one (1) way to enter: via bluejays.com. No other method of entry will be accepted. To enter via bluejays.com, during the Entry Period go to www.bluejays.com/EnercareFanCelebrationContest to access the online entry form for the Contest. During the Entry Period, complete the online entry form (the “**Entry Form**”) as instructed, including all required information, and submit the completed Entry Form for one (1) entry into the Contest (any such entry, an “**Online Entry**”). By successfully transmitting a completed Online Entry as directed, you will be entered in the Contest.

Online Entries, Opt-In Additional Entries (defined below), and Unique Code Additional Entries (defined below) will be referred to herein collectively as “**Entries**”.

- (d) There are two (2) ways in which an entrant may obtain three (3) additional entries into the Contest:
(i) via opt-in, or (ii) by email.

i. Via opt-in: An entrant will receive three (3) additional entries in this Contest upon submission of their Online Entry if, while completing the Entry Form, they opt in to receive electronic commercial messages from Sponsor, including information, promotions, and offers, by clicking the corresponding box.

OR

ii. By email: An entrant will receive three (3) additional entries in this Contest if, subsequent to submission of their Online Entry, they send an email to tjcontest@bluejays.com that (A) has as its subject line “Enercare Fan Celebration Contest – Additional Entries 1”, (B) includes a maximum fifty (50) word description stating why they would like to win the Contest, and (C) specifies the entrant’s full name, address, city, province, postal code, age and day and evening telephone numbers (such information to be identical to the information supplied by the entrant in their Online Entry). An email for three (3) additional entries must be received by RBJBP by no later than 4:59 p.m. ET on Wednesday, August 30, 2023. The literary quality of the maximum fifty (50) word submission will not be judged or otherwise used in any way in, and will have no effect on, the determination of the winners.

Additional entries obtained via opt-in or by email in accordance with the instructions set forth above are hereinafter referred to as “**Opt-In Additional Entries**”. There is a limit of three (3) Opt-In Additional Entries per eligible entrant, regardless of which method of obtaining Opt-In Additional Entries is chosen.

- (e) There are two (2) ways in which an entrant may obtain ten (10) additional entries into the Contest:
(i) via submission of Sponsor unique code, or (ii) by email.

i. Via Sponsor unique code: An entrant will receive ten (10) additional entries in this Contest upon submission of their Online Entry if, while completing the Entry Form, they input a Sponsor customer unique code into the applicable field on the Entry Form. A one time Sponsor unique code will be delivered by Sponsor to Sponsor customers via email or mail during the Entry Period.

OR

ii. By email: An entrant will receive ten (10) additional entries in this Contest if, subsequent to submission of their Online Entry, they send an email to tjcontest@bluejays.com that (A) has as its subject line “Enercare Fan Celebration Contest – Additional Entries 2”, (B) includes a maximum fifty (50) word description stating what the Team means to you as a fan, and (C) specifies the entrant’s full name, address, city, province, postal code, age and day and evening telephone numbers (such information to be identical to the information supplied by the entrant in their Online Entry). An email for ten (10) additional entries must be received by RBJBP by no later than 4:59 p.m. ET on Wednesday, August 30, 2023. The literary quality of the maximum fifty (50) word submission will not be judged or otherwise used in any way in, and will have no effect on, the determination of the winners.

Additional entries obtained via Sponsor unique code or by email in accordance with the instructions set forth above are hereinafter referred to as “**Unique Code Additional Entries**”. There is a limit of ten (10) Unique Code Additional Entries per eligible entrant, regardless of which method of obtaining Unique Code Additional Entries is chosen.

- (f) MLBAM’s computer shall be the official clock of the Contest with respect to Entries submitted online. Free access to the Internet is available at most public libraries. Entrants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Entry.
- (g) By entering this Contest, each entrant consents to the collection, use, and disclosure of his/her personal information for the purposes and in the manner described herein. All information submitted by entrants on bluejays.com is being collected by MLBAM and is subject to, and will be treated in a manner consistent with, MLBAM’s Terms of Use accessible at: mlb.com/tou and Privacy Policy accessible at: mlb.com/privacy. Information submitted by entrants on bluejays.com will be provided to RBJBP and treated in accordance with RBJBP’s Privacy Policy available at www.bluejays.com/privacy, subject to the entrants’ stated preferences from time to time. Limited information submitted by entrants on bluejays.com, such as email addresses of those entrants who have opted in to receive commercial electronic messages from Sponsor, or contact information that will be used to facilitate prize delivery, may be provided to Sponsor, and will be treated in accordance with Sponsor’s Privacy Policy available at www.energare.ca/privacy-policy, subject to the entrants’ stated preferences from time to time. Online entrants may be given the option to receive commercial electronic messages (e.g., emails and/or text messages) and/or other communications from MLBAM, RBJBP, and/or Sponsor; however, eligibility to participate in the Contest is not dependent upon an entrant’s consent to receive such messages and communications and, subject to an entrant’s ability to obtain Opt-In Additional Entries, consenting to receive such messages and communications will not impact an entrant’s chances of winning. All information submitted by entrants via email is being collected by RBJBP, and will be treated in accordance with RBJBP’s Privacy Policy, available at www.bluejays.com/privacy, subject to the entrants’ stated preferences from time to time. Limited information submitted by entrants via email, such as contact information that will be used to facilitate prize delivery may be provided to Sponsor, will be treated in accordance with Sponsor’s Privacy Policy available at www.energare.ca/privacy-policy, subject to the entrants’ stated preferences from time to time.
- (h) All information submitted by entrants offline is being collected by RBJBP or Sponsor and will be available to both parties. All such information will be treated by Sponsor in accordance with Sponsor’s Privacy Policy available at www.energare.ca/privacy-policy and by RBJBP in accordance with RBJBP’s Privacy Policy, available at www.bluejays.com/privacy. Sponsor’s and RBJBP’s treatment of information is subject to each entrant’s stated preferences from time to time.

4. PRIZE DESCRIPTION:

Sixty (60) prizes will be awarded (ten (10) Grand Prizes (defined below) and fifty (50) Secondary Prizes (defined below)).

- (a) **Grand Prize:** Ten (10) eligible entrants will each win one (1) grand prize (each, a “**Grand Prize**”) consisting of:
 - (i) two (2) admission tickets (total) for the winner and one (1) guest (collectively, the “**Prize Participants**”) to attend the Team’s regular season baseball game scheduled to be played in Toronto, Ontario (the “**Destination**”) at *Rogers Centre*TM stadium (the “**Stadium**”) on

Saturday, September 16, 2023 (the “**Game**”). Seating for the Game will be in a Stadium luxury suite. For certainty, all Grand Prize winners and their guests will be seated within the same luxury suite for the Game;

- (ii) one (1) hotel room (standard double occupancy) for one (1) night in the Destination on Saturday, September 16, 2023 in a hotel determined by Sponsor (the “**Hotel**”);
- (iii) two (2) replica Team-branded jerseys;
- (iv) two (2) replica Team-branded baseball hats; and
- (v) one (1) five hundred Canadian dollar (CDN \$500) prepaid credit card (such credit card to be subject to the terms and conditions associated with its use).
- (vi) Subject to Section 5(a) of these Official Rules,
 - (A) round trip economy air transportation for the Prize Participants from the international airport within Canada closest to the winner’s residence (as determined in the sole discretion of Sponsor) to the Destination, departing on Saturday, September 16, 2023 and returning on Sunday, September 17, 2023, or on such other dates as may be determined by Sponsor (the “**Airfare**”) (estimated retail value of CDN \$1,200); and
 - (B) return ground transportation (via a single vehicle) for the Prize Participants from the Destination airport to the Hotel (the “**Ground Transportation**”) (estimated retail value of CDN \$220).

The total estimated retail value of each Grand Prize is CDN \$2,990 (inclusive of Airfare and Ground Transportation). Actual retail value of each Grand Prize will depend on whether the winner resides within 300 kilometres of the Stadium (in which case Airfare and Ground Transportation will not be provided, as more particularly set out in Section 5(a) of these Official Rules, below) and, if the winner resides further than 300 kilometres of the Stadium, on the winner’s departure city (the estimated retail value of the Airfare is based on the departure city of Ottawa, Ontario). Any difference in value will not be awarded.

- (b) **Secondary Prize:** Fifty (50) eligible entrants will each win one (1) secondary prize (each, a “**Secondary Prize**”) consisting of one (1) Sponsor “Heating & Cooling Maintenance Plan”, such Secondary Prize to be subject to the terms and conditions associated with its use.

The total estimated retail value of each Secondary Prize is CDN \$240. Any difference in value will not be awarded.

For the purposes of these Official Rules, the Grand Prizes and the Secondary Prizes will be collectively referred to herein as the “**Prizes**”.

5. PRIZE CONDITIONS:

- (a) If the winner resides within 300 kilometres of the Stadium, Airfare and Ground Transportation will not be awarded and the Prize Participants will be solely responsible for all costs of transportation (and no additional compensation or substitution will be awarded for any difference in prize value).

- (b) Any and all Contest prizes must be accepted as awarded and may not be transferred, resold, commercially traded, assigned, or redeemed for cash except at Sponsor's and RBJBP's sole and absolute discretion. Sponsor and RBJBP reserve the right to substitute any stated prize (or portion thereof) with an alternate prize of comparable or greater value at their sole and absolute discretion, for whatever the reason. Prizes may not be exactly as advertised, and except as expressly warranted herein, any prize is provided "as is" without further warranty of any kind.
- (c) All prize details, including Airfare and Ground Transportation times, if applicable, the location of the Hotel, and the Game seat locations, will be determined in the sole discretion of Sponsor and/or RBJBP. Some restrictions may apply. If a winner is entitled to Airfare and Ground Transportation, travel arrangements must be made through Sponsor's agent on a carrier of Sponsor's choice and tickets will be subject to those terms and conditions specified by the ticket issuers. In addition, if a winner is entitled to Airfare and Ground Transportation, the Prize Participants must travel together on the same itinerary and are responsible for ensuring they have all necessary travel documents (e.g., valid passport and, if required, valid proof of vaccination and/or negative COVID-19 test results). RBJBP, Sponsor and the MLB Entities are not responsible in the event any Prize Participant is refused boarding at any time by any airline or airport security. Any unused portion of a Prize will be forfeited. Each Prize Participant must be of age of legal majority in his/her jurisdiction of residence, unless accompanied by a parent or legal guardian. The winners are each fully responsible for any and all applicable federal, provincial, and municipal taxes (including income and withholding taxes).
- (d) Use of any Major League Baseball game/event/exhibition ticket is subject to standard terms, conditions, and health and safety policies applicable to the ticket; see bluejays.com/ticketterms for details. 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 each 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. The Prize Participants agree to comply with all applicable stadium and venue, as applicable, regulations in connection with the prize; see bluejays.com/ticketterms for details. The applicable MLB Entities reserve the right to remove or to deny entry to any winner and/or guest who engages 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. The Released Parties (defined below) will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppages, 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 or exhibition. Major League Baseball game, event and exhibition tickets awarded as part of each prize 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 licence granted by the game, event or exhibition tickets.
- (e) Any and all additional costs and expenses associated with prize acceptance and use not specified herein as being provided including but not limited to travel and health insurance, transportation costs (including checked baggage fees, excess baggage fees, and transportation to and from the Game (except for winners eligible for Ground Transportation)), meals, gratuities and other expenses incurred by the winners (and any guests) in claiming, accepting and/or using the prize are the sole responsibility of each individual winner.

(f) Participation in the Game (and any related events) is subject to winner's (and guest's) consent to and compliance with all health and safety policies of the MLB Entities.

6. **RANDOM DRAW:** At approximately 5:00 p.m. ET on Wednesday, August 30, 2023 (the “**Draw Date**”), a RBJBP representative, or other person designated by RBJBP will select by random draw ten (10) potential Grand Prize winners and, subsequently, fifty (50) potential Secondary Prize winners from among all eligible Entries received. Limit one (1) Prize per person.

Odds of winning depend on the number of eligible Entries received and on whether entrants choose to submit Opt-In Additional Entries and/or Unique Code Additional Entries.

7. **NOTIFICATION:** Each potential winner selected in accordance with the previous section will be notified as follows:

- (a) If the Entry submitted by the potential winner was submitted via www.bluejays.com, the potential winner will be contacted by a RBJBP representative by telephone at the telephone number indicated in his/her Entry to determine if he/she is eligible in the sole discretion of the RBJBP representative.
- (b) If the Entry submitted by the potential winner was submitted via email, the potential winner will be contacted by a RBJBP representative by telephone at the telephone number indicated in his/her Entry to determine if he/she is eligible, in the sole discretion of the RBJBP representative.

In the event that any potential winner does not respond to such notification within two (2) business days, incorrectly answers the skill testing question (described in more detail below), as determined by Sponsor or RBJBP in its sole discretion, or declines a prize for any reason, they will be disqualified, the Prize will be forfeited and, at Sponsor's and RBJBP's discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible Entries.

8. **DECLARING A WINNER:**

- (a) To be declared a winner and claim the Prize awarded, a potential winner must (i) be eligible according to these Official Rules, (ii) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time limited mathematical skill testing question which will be administered by telephone at a mutually agreeable time, and (iii) sign a duly completed Liability and, except where prohibited by law, Publicity Release form, and any other documentation as may reasonably be required by Sponsor and/or RBJBP, and return same to Sponsor (or if directed, RBJBP) by the date specified on the applicable documentation.
- (b) If all required documents are not properly executed and returned within the specified period of time, or the potential winner otherwise fails to comply with these Official Rules, a disqualification will result and the prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible Entries. Each winner's guest must also sign a duly completed Liability and, except where prohibited by law, Publicity Release form and return same to Sponsor (or, if directed, RBJBP) by the date specified in order to participate in the Prize.

9. **WAIVER OF LIABILITY/PUBLICITY RELEASE:**

- (a) By participating in the Contest and submitting an Entry, each entrant (i) agrees to be bound by these Official Rules, including all Entry requirements, (ii) agrees that the decisions of Sponsor and RBJBP are final and without appeal, (iii) remises, releases and forever discharges Sponsor, RBJBP, the other MLB Entities, Meta Platforms, Inc. (formerly Facebook, Inc.) (“**Facebook**”), Instagram, Inc. (“**Instagram**”), Twitter, Inc. (“**Twitter**”), each of their respective parents, affiliated companies

and subsidiaries, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) from any and all actions, causes of actions, suits, debts, dues, accounts, claims, damages, liability, losses, harm, costs or expenses, including without limitation any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, arising out of, or in any way related to, directly or indirectly, the Contest, including without limitation the entrant’s participation in the Contest, any breach of these Official Rules, the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), and any travel or activity that is related to the receipt or use of any Contest prize, and/or the violation or infringement of any intellectual property rights or of any publicity, personality or privacy rights, and agrees to fully indemnify the Released Parties, Instagram, Twitter, and Facebook from any and all claims by third parties relating to the foregoing.

- (b) By accepting a Prize, each winner authorizes Sponsor, RBJBP, MLBAM, the other MLB Entities and each of their respective designees to use in any related publicity, such winner’s name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she may make regarding such prize for advertising and promotional purposes worldwide in perpetuity and in any form of media now or hereafter devised worldwide (including the Internet), without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law; and waives any rights that may exist in respect of materials produced pursuant to the foregoing.

10. GENERAL CONTEST TERMS AND CONDITIONS:

- (a) The Released Parties are not responsible for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections including those through and/or by any website; (iii) availability or accessibility or miscommunications or failed computer, satellite, telephone, cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, (v) any error, omission, interruption, defect or delay in transmission, processing, or communication; (vi) non-delivery of any communication or Entry; (vii) misdirected, blocked, or delayed email notifications; (viii) printing, typographical or other errors appearing within these Official Rules, in any Contest-related advertisements or other materials; (ix) any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of any prize in any Contest-related materials, or the cancellation or postponement of any Major League Baseball game, event or exhibition, (x) any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; or (xi) any injury or damage to the computer of any entrant or other person related to or resulting from participating in this Contest or downloading materials from or use of any website.
- (b) Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor’s or RBJBP’s representatives or who are in violation of these Official Rules, as solely determined by Sponsor

and/or RBJBP, will be disqualified and all associated Entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by Sponsor, RBJBP, MLBAM and/or their respective agents. Sponsor and RBJBP shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. The Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize, and (ii) disclaim any implied warranty. The failure of Sponsor, RBJBP or MLBAM to enforce any term of these Official Rules shall not constitute a waiver of that provision. All disputes will be resolved in the Province of Ontario under applicable Ontario and Federal laws.

- (c) Sponsor, RBJBP and MLBAM reserve the right, in their sole discretion, to cancel, suspend or otherwise modify the Contest (or any portion thereof) and/or to amend these Official Rules at any time and in any way, without prior notice, for any reason, including, but not limited to incidents where a virus, bug, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof). In the event of cancellation, Sponsor and RBJBP may elect to identify a winner and award the Prizes by way of random drawing from among all non-suspect, eligible Entries received up to the time of such cancellation.
- (d) **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR, RBJBP, MLBAM AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING LEGAL FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**
- (e) All Online Entries must include a valid email address for the entrant and any Opt-In Additional Entries and/or Unique Code Additional Entries must be sent from a valid email address of the entrant. In the event of a dispute as to the identity or eligibility of any potential winner based on an online Entry, the winning Entry will be declared made by the Authorized Account Holder (defined below) of the email address submitted at the time of entry, provided such Authorized Account Holder is eligible according to these Official Rules. A potential winner may be required to provide proof, upon request of Sponsor and/or RBJBP, that he/she is the applicable Authorized Account Holder, the sufficiency of such proof to be determined in the absolute discretion of Sponsor and/or RBJBP. The “**Authorized Account Holder**” is defined as the natural person to whom the applicable Internet Service Provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address.
- (f) All entry data provided via an entrant’s Entry is provided to Sponsor, RBJBP and/or MLBAM, as applicable, and not to Facebook, Instagram or Twitter. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or Twitter. Any questions, comments or complaints regarding the Contest should be directed to Sponsor and not to Facebook, Instagram, or Twitter.
- (g) The Contest is subject to all applicable federal, provincial and municipal laws, rules and regulations.

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