



# **Golf Canada Foundation**

## **Electronic 50/50 Raffle Rules Event Site and Online Edition**

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**TABLE OF CONTENTS**

1	Interpretation.....	3
2	Sale and Issuance of 50/50 Tickets .....	4
3	The Draw and Results .....	4
4	Prize Structure.....	4
5	Payment of Prizes .....	4
6	Release of Liability .....	5
7	General.....	6

**Golf Canada Foundation promotes responsible gaming at all times. If you are looking for help or advice about problem gambling please visit [www.connexontario.ca](http://www.connexontario.ca) or contact: Ontario Problem Gambling Help Line Free Health Services Information 1-866-531-2600**

These Rules apply, until amended or revised, to 50/50 Raffles conducted by Golf Canada Foundation.

## **1 Interpretation**

- 1.1 In these Rules,
- “50/50 System” means the AGCO approved electronic 50/50 raffle system operated by the Foundation;
  - “50/50 Ticket” means a ticket, or electronic receipt for a particular Draw issued by the 50/50 System which contains one or more Numbers;
  - “AGCO” means the Alcohol and Gaming Commission of Ontario;
  - “Draw” means in relation to a particular Event, the random selection by the EMT Terminal of a Winning Number which determines the Winning Ticket;
  - “Draw Time” means the time at which the Draw is originally scheduled takes place, or when a draw is not able to take place for any reason, the soonest available time on the prescribed game date; the Draw is scheduled to be conducted at the end of tournament play (final putt is complete).
  - “Event” means an event at which the Foundation is authorized to offer a Draw;
  - “Event Site” means the physical location of the Event (if any);
  - “EMT Terminal” means the event manager terminal connection to the 50/50 System which is used to administer the Draw;
  - “Foundation” means Golf Canada Foundation, a Registered Canadian Amateur Athletic Association – Canada Revenue Agency charitable registration number #126408129RR0001;
  - “Game Conditions” mean any supplemental Rules which are applicable to one or more Draws published by the Foundation from time to time;
  - “Jackpot” means total funds collected at the Event Site and via online sales by the Foundation related to the sale of Tickets for an Event;
  - “Number” means a unique number issued by the 50/50 System as set out on a Ticket which provides a chance at winning the Prize;
  - “Player” means a person who is at least 18 years of age who is not a Related Party and who is otherwise eligible to Purchase a Ticket in accordance with the Rules, Game Additions and Regulations;
  - “Prize” has the meaning set out in Section 4.1 below;
  - “Regulations” includes without limitation any applicable laws, regulations, directive, or policies enacted by a competent authority related to the operation of an electronic 50/50 raffle in the province of Ontario;
  - “Related Parties” has the meaning set out in Section 7.5;
  - “Rules” means these rules of play;
  - “Valid Ticket” means a 50/50 Ticket that is not void;
  - “Winner” means the Player who is the bearer of a Winning Ticket and who satisfies all conditions established by the Foundation to claim the Prize;
  - “Winning Number” means the winning number drawn at the Draw Time for a Draw; and
  - “Winning Ticket” means a Valid Ticket which contains the Winning Number.
- 1.2 Defined Words used in these Rules also apply to Game Additions.
- 1.3 Words in the singular shall include the plural, and words in the masculine gender shall include the feminine.
- 1.4 In the event of a conflict between these text on any Ticket, these Rules, the Game Additions, or the Regulations, such conflict shall be resolved in accordance with the following priority:
- (a) the Regulations;
  - (b) the Game Conditions for a specific Draw;
  - (c) these Rules; and
  - (d) the Ticket.

## **2 Sale and Issuance of 50/50 Tickets**

- 2.1 A Player physically located in Ontario, Canada may purchase 50/50 Tickets for a Draw held by the Foundation either:
- (a) in person at an Event Site via point of sale devices connected to the 50/50 System; or
  - (b) online through the following portal [www.golfcanada5050.com](http://www.golfcanada5050.com) which is connected to the 50/50 System. A Player will be required to comply with the instructions on the website in order to purchase a Ticket. Upon completion of the registration but prior to the purchase of a Ticket, a Player will be required to verify the information is complete and accurate.
- 2.2 A Player may participate by purchasing a 50/50 Ticket in the following denominations (Canadian dollars):
- (a) 3 numbers for \$5.00;
  - (b) 10 numbers for \$10.00; and/or
  - (c) 60 numbers for \$20.00
- 2.3 A Player is solely responsible for maintaining and preserving the Ticket once it has been issued by the 50/50 System.

## **3 The Draw and Results**

- 3.1 A Draw will be conducted at the Draw Time by two Foundation employees using the EMT Terminal in accordance with applicable Regulations.
- 3.2 The Winning Number for a Draw will be posted at all static point of sale locations and online at the Foundation's website ([www.golfcanadafoundation.com](http://www.golfcanadafoundation.com)) and [www.golfcanada5050.com](http://www.golfcanada5050.com).
- 3.3 When a Draw cannot be held at the Draw Time for any reason, such Draw shall be held as soon as possible in the reasonable determination of the Foundation.

## **4 Prize Structure**

- 4.1 Subject to compliance with the Regulations, Rules and Gaming Conditions, the holder of the Winning Ticket will receive 50% of the Jackpot minus any permitted deductions (the "Prize"). The remaining 50% of the Jackpot will be allocated to the Foundation, other partner charities (if applicable) and to pay permitted expenses.
- 4.2 Odds of winning the Prize are based on the number of Numbers sold during an Event.
- 4.3 The Foundation may, for a Draw or series of Draws, issue Gaming Conditions which modify or supplement the prize structure of the Draws and shall publish them on its website and/or display them onsite at the Event Site.
- 4.4 Golf Canada Foundation reserves the right to secure a sponsor or sponsors for the 50/50 draw. If acquired, the total sponsorship allocated to 50/50 will be added to the "Prize" amount only for the 50/50 winning ticket.
- 4.5 The total sponsored amount for the Draw occurring Sunday, June 9<sup>th</sup>, 2019 is \$10,000CAD and will be added to the "Prize" amount only for the 50/50 winning ticket.
- 4.6 Should the total Jackpot not exceed \$100,000 Golf Canada Foundation and its sponsors guarantee a winning Prize of a minimum of \$50,000CAD for the Draw occurring Sunday, June 9<sup>th</sup>, 2019.

## **5 Payment of Prizes**

- 5.1 The Prize must be claimed, upon presentation of a Winning Ticket, in person on the Draw Date at the Event Site by attending any point of sale location; in person after the Draw Date at the Foundation's offices located at 1-1333 Dorval Drive, Oakville ON L6M 4X7; or by mailing the Winning Ticket to the Foundation's offices. Prizes must be claimed within 180 days of the Draw

Date where the 1<sup>st</sup> day of the 180 days is the day after the Draw Date. In the event that a prize has not been claimed at the expiry of the 180 day period, the prize will be donated by Golf Canada Foundation to an eligible charity approved in advance by the AGCO.

- 5.2 Upon presenting a Winning Ticket, the Winner must:
- (a) present (2) pieces of ID proving their age to be over 18;
  - (b) completely fill out the 50/50 Prize Claim Checklist issued by a Foundation; and
  - (c) sign his/her name on the Winning Ticket.
- 5.3 Each Winner acknowledges and consents to the Foundation collecting personal information (including without limitation, full legal name, address, social insurance number) as part of the Prize claim process. The Winner hereby agrees that such collected information may be used for following purposes: (a) to comply with legal and audit requirements (eg: Family Responsibility Office check), (b) for publicly announcing winners, (c) determining eligibility for awarding Prizes, (d) disclosure of insider wins for public scrutiny, (e) the posting of Prize wins on the Foundation's website for an extended period of time and otherwise in accordance with the Foundation's prize claim policy and any successors or replacement thereof, and (f) for the Foundation's internal business purposes. Each Player further acknowledges that any failure by the winner to provide the Foundation with such information may prevent the Foundation from paying or awarding all or part of the Prize to the holder of the Winning Ticket.
- 5.4 The Foundation reserves the right to satisfy itself as to the validity of any purported Ticket including without limitation a purported Winning Ticket by means of authentication tests which the Foundation may establish from time to time. The Foundation may as a result of such authentication tests declare a purported Ticket void where the presented document does not pass such authentication tests.
- 5.5 Prizes will be paid by cheque payable to the Winner, delivered within 30 days of verification of a Winning Ticket.
- 5.6 A Prize may be shared between multiple Winners, however, in the event of a dispute, the Foundation will issue the cheque in the name of the Person who has physical possession of the Ticket or where the ticket is electronic, the person whose name the account the Ticket was purchased under. The Foundation will have no liability related to the payment of a Prize if the Foundation in good faith paid a Prize to a Player who presented it with the Winning Ticket.
- 5.7 Neither a prize (or portion thereof), nor any entitlement or payment relating to it, may be assigned, transferred, sold, loaned, leased, rented, pledged, mortgaged or hypothecated, by any winner.
- 5.8 The Foundation will not and is not responsible for providing financial or tax advice to the Winner.
- 5.9 The Foundation will not award a prize for tickets which are void unless the Foundation, in its discretion, deems it appropriate to do so. Tickets are void if lost, stolen, unissued, illegible, mutilated, damaged, altered, counterfeited or forged, miscut, misregistered, defective, misprinted, cancelled, produced in error and not recorded in the on-line system, incomplete, not paid for, destroyed or issued, acquired or presented, in, or upon, violation of these Rules, or the Game Conditions. Void tickets are the property of the Foundation.
- 5.10 Subject to paragraph 5.9 in the event that a Ticket which is purchased or issued is void, or deemed to be void, the Foundation may replace the voided Ticket with a replacement Ticket with a new set of Numbers.

## **6 Release of Liability.**

- 6.1 By purchasing 50/50 Ticket a Player agrees to: (a) be bound by these Rules, Gaming Additions and Regulations; and (b) release the Foundation, Golf Canada Foundation, any event promoter and any presenting partner of the Draw, and each of their respective partners, subsidiaries and affiliates, together with the owners, employees, officers, directors, sponsors and agents of any of the foregoing (collectively, "Released Parties") from and against any and all claims, demands, injuries, losses and liabilities whatsoever arising out of the Draw. The Foundation will administer a raffle associated with an Event in good faith but shall not have any liability in connection with any decisions made in connection to such Event or Draw. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof); and (ii)

disclaim any implied warranty. The Foundation's failure to enforce any term of these the Rules, Gaming Additions or Regulations shall not constitute a waiver of that provision.

- 6.2 The Foundation is not responsible for any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, typographical, printing or otherwise relating to or in connection with a Draw including, without limitation, errors or omissions which may occur in connection with the administration of the Raffle, the processing of entries, the announcement of the Prize or in any Draw-related materials, or the cancellation or postponement of any Event.
- 6.3 Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Draw.
- 6.4 Released Parties are not responsible for injury or damage to entrants' or to any other person's computer, smart phone, smart watch, tablet, or similar device, related to or resulting from participating in the Raffle or downloading materials from or use of the Foundation's website or website linked to the Foundation's website that is required to be accessed during the purchase of a Ticket.

## **7 General**

- 7.1 The Foundation reserves the right to modify these Rules and/or the Gaming Additions at any time without advance notice to Players.
- 7.2 Entries generated by a photocopy, script, macro or other mechanical or automated means will also be void.
- 7.3 All methods of purchase may not be available at all times. If the 50/50 System experiences any technical difficulties during an Event resulting from a virus, bugs, unauthorized human intervention, or other causes which corrupt the administration, security, fairness, integrity or proper operation of a Draw (or any portion thereof), the Foundation reserves the right in its sole discretion to (i) cancel the Draw; (ii) suspend the Draw until the problem can be remedied, whereupon it will resume; (iii) elect to continue Event Site sales but suspend online sales and conduct the Draw using the entries received in the Event Site and those received online prior to the online suspension; or (iv) elect to continue online sales but suspend Event Site sales and conduct the draw using the entries received online and those received from the Event Site prior to the Event Site suspension. Without limiting the generality of the foregoing, in the event of a cancellation or suspension, the Foundation reserves the right, in its sole and absolute discretion, to elect to identify a Winning Number and award the Prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation or suspension.
- 7.4 The Foundation makes no representations of any kind whatsoever about the reliability of the on-line system used to host the Foundation's website, any required internet connections required to access the Foundation's website, or any website on which the Foundation's website relies to process the sale of Tickets. The Foundation shall not be liable to any Player for any loss or damage suffered by any person as a result of the improper operation or in accessibility of the Foundation's website, or any website on which the Foundation's website relies.
- 7.5 Related Parties are not permitted to purchase Tickets and/or claim a Prize. Related Parties include:
- (a) Members of the Foundation's Board of Directors;
  - (b) Full time, part-time and student employees of the Foundation,
  - (c) Persons who are directly on the Foundation's payroll and members of their immediate family;
  - (d) The Foundation's employees who are on paid or unpaid leave;
  - (e) Persons under the age of 18 years;
  - (f) Employees of the supplier of the 50/50 System who are involved with the development and/or support of the 50/50 System; and
  - (g) Such other persons designated from time to time as Related Parties by the Foundation.
- 7.6 The Foundation shall have the sole right to disqualify any entrant for violation of the Rules, Game Conditions or any applicable laws relating to the Raffle, and to resolve all disputes in its sole discretion.
- 7.7 These Rules and the Game Conditions shall be governed by, subject to and interpreted in

accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable therein. The Courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or other legal proceedings based on or arising out of these Rules or any lottery game.

- 7.8 The headings in these Rules are for convenience of reference only and do not affect the interpretation of these Rules.
- 7.9 These Rules are effective as of April 10, 2019 and supersede all previously issued Rules.