

**Jays Care Foundation
Electronic 50/50 Raffle Rules of Play**

Version 3.11

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TABLE OF CONTENTS

- 1.0 Interpretation
- 2.0 Sale and Issuance of 50/50 Tickets
- 3.0 The Draw and Results
- 4.0 Prize Structure
- 5.0 Payment of Prizes
- 6.0 Claims
- 7.0 Incident Management and Reporting
- 8.0 General
- 9.0 Release of Liability

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

1.0 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”, “ticket” or “ticket receipt” means a ticket or other means of participating in a 50/50 Draw;
- “AGCO” means the Alcohol and Gaming Commission of Ontario
- “Draw” means the random selection(s) by the Event Manager of the winning number
- “Draw Time” means the time at which the draw takes place during the prescribed game date, or when a draw is not able to take place for any reason, the soonest available time on the prescribed game date
- “Event” means an individually numbered proposition on a “List”, a periodic schedule of events, associated with a sports competition
- “Event Site” means the physical location of the Event (if any);
- “EMT Terminal” means the Event Manager terminal of the Jays Care Foundation's computer-controlled system designed by Canadian Bank Note for conducting 50/50 Draws (including, but not limited to the electronic ticket checkers)
- “Foundation” means Jays Care Foundation
- “Game Conditions” means the terms, conditions, explanations, Rules, procedures, including the prize structure governing a specific 50/50 draw;
- “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;
- “List” means file submitted to the AGCO pre season with all raffle dates being run in season

“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, 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.

“Number” means a unique numerical sequence randomly 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 eligible to participate in a 50/50 draw in accordance with the Regulations, the Rules, and the Game Conditions;

“Prize” has the meaning set out in Section 4 below;

“Raffle” means Jays Care Foundation Electronic 50/50 Raffle.

“Regulations” includes limitation any applicable laws, regulations, directive, or policies enacted by a competent authority related to the operation of an electronic 50/5- raffle in the province of Ontario;

“Related Parties” has the meaning set out in Section 8.2;

“Rules” means these rules of play

“Result” means the final outcome of a sporting event as determined by Jays Care Foundation for the applicable 50/50 Draw

“Valid ticket” means a ticket that is not void;

“Winner” means the person(s) who is the bearer of a winning ticket and who satisfies all conditions established by Jays Care Foundation to claim the prize

“Winning number” means the winning number drawn on the draw date and Draw Time for a 50/50 Draw

“Winning ticket” means a valid ticket that bears a selection(s) that exactly matches the winning number(s) or results or play element(s)

1.2 Defined Words used in these Rules also apply to Game Additions

1.3 Words used in these Rules of Play for each specific 50/50 Draw by Jays Care Foundation and the Regulations pertaining to the 50/50 Draw have the same meaning. 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 information issued by Canadian Bank Note and contained on the ticket, the instructions, the Game Conditions for the specific 50/50 Draw, these Rules of Play, such conflict shall be resolved in accordance with the following priority:

- (a) the AGCO Regulations;
- (b) these Rules of Play;
- (c) the Game Conditions for the specific 50/50 Draw, if any;
- (d) the ticket.

2.0 Sale and Issuance of 50/50 Tickets

2.1 50/50 Draws taking place on Blue Jays Home Games launched through the on-line system through the Event Manager Terminal (EMT) maintained by Canadian Bank Note (CBN).

2.2 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.jayscare.com/5050 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 the prior to the purchase of a ticket, a Player will be required to verify the information is complete and accurate.

- 2.3 An eligible player may participate by purchasing a 50/50 ticket(s) from a 50/50 Fundraiser in the following denominations:
 - (i) 5 numbers for \$10.00;
 - (ii) 15 numbers for \$20.00;
 - (iii) 100 numbers for \$50.00;
- 2.4 A player is solely responsible for ensuring that he/she receives the correct ticket denomination and is solely responsible for the handling of the purchased ticket after the 50/50 Fundraiser has presented the ticket.
- 2.5 A player may cancel his/her ticket and obtain a refund if he/she has paid for the ticket. However, the refund will be provided only if he/she delivers up the ticket to the 50/50 Fundraiser from whom he/she purchased it before the winning number has been drawn
- 2.6 All online purchases are subject to, and will be treated in a manner consistent with Jays Care Foundation's Privacy Policy accessible at jayscare.com/50-50-draw.

3.0 The Draw and Results

- 3.1 A Draw may be held by any means and at such time and place as Jays Care Foundation determines. The number drawn is referred to as the "winning number".
- 3.2 A Draw will be conducted at the Draw Time by two Foundation employees using the EMT Terminal in accordance with applicable Regulations
- 3.3 The Winning Number for a Draw will be announced in Event Site. Winning numbers will also be posted at all point of sale locations and online at the Foundation's website (www.jayscare.com/5050)
- 3.4 When a Draw for a winning 50/50 ticket cannot be held on the date and time fixed, such draw shall be held when practicable with the approval of the AGCO.
- 3.5 Winning number will be drawn shortly after sales close at 10:00pm and will be announced at 10:30pm.

4.0 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 Draw will open at 9:00am on all game days with the exception of Monday September 28, 2020 where sales will open at 12:00pm.
- 4.5 Sales will close at 10:00pm each game day. The winning number will be drawn at 10:00pm and will be announced at 10:30pm.
- 4.6 Wild Card series schedule is as follows:
 1. Draw 1: Sales open Monday September 28 2020 at 12:00pm. Sales will close at 10:00 pm on Tuesday September 29, 2020 and a winning number will be drawn shortly after.

2. Draw 2: Sales open Wednesday September 30, 2020 at 9:00am. Sales will close at 10:00pm on Wednesday September 30, 2020 and a winning number will be drawn shortly after.

If necessary,

3. Draw 3: Sales open Thursday October 1, 2020 at 9:00am. Sales will close at 10:00pm on Thursday October 1, 2020 and a winning number will be drawn shortly after.

5.0 Payment of Prizes

- 5.1 A prize for any draw shall be awarded to the winner in accordance with the prize structure in effect for such draw and in accordance with these Rules and the specific 50/50 Draw Game Conditions.
- 5.2 Jays Care Foundation reserves the right to satisfy itself as to the validity of any ticket that is presented as a winning ticket, by means of such authentication and validation tests, requirements and procedures as it may from time to time determine, and to declare that a ticket which does not pass, meet, or fulfill such tests, requirements or procedures is void. Concurrently with a winning ticket being presented to Jays Care Foundation (or being received by Jays Care Foundation by mail), whether for the purpose of validation or for the purpose of claiming a prize, all right, title and interest in and to the ticket is thereby relinquished by the winner and property in the ticket passes to Jays Care Foundation.
- 5.3 All prizes must be claimed within six months of the relevant draw unless otherwise specified by Jays Care Foundation thereafter any unclaimed prizes shall be donated back to a charity/non-profit organization approved by the AGCO.
- 5.4 Jays Care Foundation may refuse to send or forward a prize to an address outside Ontario and will not send or forward a prize to an address in any jurisdiction where such sending or forwarding is prohibited by law.
- 5.5 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.
- 5.6 The Foundation is not responsible for providing financial or tax advice.
- 5.7 For groups purchasing (1) ticket, group winners will select one individual to handle the single cash payment.
- 5.8 The Jays Care Foundation will not award a prize for tickets which are void unless Jays Care 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 Jays Care Foundation.
- 5.9 Subject to paragraph 5.8 in the event that a ticket which is purchased or issued is void, or deemed to be void, Jays Care Foundation may, at its option, (a) replace the ticket with a new random ticket of the same denomination or, (b) provide a refund.

6.0 Claims

- 6.1 Jays Care Foundation may award a prize to the bearer of a winning ticket. Jays Care Foundation reserves the right to satisfy itself that a person claiming a prize is entitled, and will remain entitled, to such prize as the lawful bearer of a winning ticket
- 6.2 Upon presenting a winning 50/50 ticket, the winner must:
 - (i) Issue (2) pieces of ID proving their age to be 18 or older;
 - (ii) Completely fill out the 50/50 Prize Claim Form Checklist issued by a Jays Care Foundation staff member; and

(iii) Sign his/her name on the Winning ticket.

- 6.3 Each winner acknowledges that Jays Care Foundation may, at any time (and from time to time), during the prize claim process, require certain personal information from the winner and that the collection of such information (including, in certain circumstances, the winner's Social Insurance Number) is necessary to the proper administration. Any personal information is collected is intended to be used for following principal purposes: to comply with legal and audit requirements, for announcing winners, awarding prizes, disclosure of insider wins for public scrutiny, and the posting of prize wins on Jays Care Foundation's website for an extended period of time, and otherwise in accordance with Jays Care Foundation's prize claim policy and any successors or replacement thereof, and for Jays Care Foundation's internal business purposes. Each winner further acknowledges that any failure by the winner to provide Jays Care Foundation with such information may prevent Jays Care Foundation from paying or awarding all or part of the prize in the manner contemplated by the prize structure.
- 6.4 Jays Care Foundation shall not be responsible for determining any individual's entitlement to all or a part of a prize won on a ticket purchased by or issued to a group
- 6.5 The Foundation reserves the right to satisfy itself as the validity of any purported ticket including without limitation a purported Winning ticket by means of authentication tests declare a purported ticket void where the presented document does not pass such authentication tests.
- 6.6 Prizes will be paid by cheque payable to the Winner.
- 6.7 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.
- 6.8 The Foundation will not and is not responsible for providing financial or tax advice to the Winner.
- 6.9 The Foundation will not award a prize for tickets which are void unless the Foundation, in it's 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.
- 6.10 Subject to paragraph 7.9 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.

7.0 Incident Management and Reporting

- 7.1 Jays Care Foundation shall report incidents related to the Raffle to AGCO as outlined in the Notification Matrix and will respond to incidents in the following order:
- (a) Technical Issues beyond Event Manager know-how will be directed to Canadian Bank Note at the first reasonable opportunity; the issue will be escalated from Tier 1 at their discretion
 - (b) Compliance Issues will be directed to the Alcohol and Gaming Commission of Ontario according to the Notification Matrix
 - (c) Staff issues will be directed to the 50/50 Program Supervisor, and if necessary, the Director of Philanthropy
- 7.2 Jays Care Foundation shall escalate any issues to the appropriate party when appropriate
- 7.3 In the event of a Raffle Sales Unit or Electronic Raffle System Failure, or any technical difficulty arising during a game, Jays Care Foundation will ensure that Raffle sale data can be retrieved by reporting the issue to Canadian Bank Note Tier 1 as per 7.1a, and retrieving sales data by System Override

- 7.4 If a Raffle Sales Unit is lost, stolen or destroyed or for any other reason has offline transactions that have not been committed to the server, Jays Care Foundation will maintain the integrity of the draw by adhering to sections 7.1 and 7.3 respectively; OPP will be notified of any theft or suspicious activity within the framework of the draw
- 7.5 In the event of a power interruption, emergency situation, or other incidents that could impact the integrity of the Raffle, Jays Care Foundation Staff will adhere to the Rogers Centre Emergency Procedures, notify applicable personnel noted in section 7.1, and complete the raffle draw at the first opportunity that is deemed appropriate and safe
- 7.6 Jays Care Foundation will monitor and address any unusual or suspicious activity related to the Raffle Sales Units and report to the appropriate notification channels noted in section 7.1
- 7.7 Any material cash shortages exceeding \$50.00 will be recorded, and of necessary, confirmed with the Vault Manager. If a seller had recorded three or more shortages exceeding \$50.00, the following actions are deemed appropriate:
- (a) Retraining the seller,
 - (b) Partnering up the seller to promote integrity, and/or
 - (c) Suspend the seller as appropriate
- 7.8 Any incidents within the Venue must immediately be reported to the Event Manager
- 7.9 Players wishing to share concerns/complaints for the listed items shall be directed to the Event Manager for feedback in person, phone or via e-mail:
- (a) suspicions of theft, fraud, dishonesty or selling to minors;
 - (b) any incident that is related to prize integrity (e.g., the administration of the game, handling of money); and
 - (c) any incident that is related to prize discrepancy
- 7.10 If a player has an inquiry or wishes to share suggestions or complaints they shall be directed to fanfeedback@bluejays.com
- 7.11 If the incident warrants, Jays Care Foundation must first contact the appropriate local authorities then contact the appropriate personnel listed in section 7.1

8.0 General

- 8.1 Jays Care Foundation is responsible for conduct and management of the draw, however Released Parties make no representations of any kind whatsoever about the on-line system used to conduct lottery games and shall not be liable for any loss or damage suffered by any person as a result of the operation of the on-line system or the failure of the on-line system to operate properly or at all.
- 8.2 Jays Care Foundation designates the following persons as Related Parties:
- (a) Members of Jays Care Foundation's Board of Directors;
 - (b) Persons who are directly on Jays Care Foundation's payroll;
 - (c) Jays Care Foundation's employees who are on paid or unpaid leave; and
 - (d) Persons under the age 18 years;
- 8.3 Persons designated by the Foundation as Related Parties are not eligible to participate in the 50/50 draw.
- 8.4 Jays Care Foundation may amend these Rules at any time and in any manner with approval from the AGCO
- 8.5 These Rules of Play 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.

- 8.6 The headings in these Rules are for convenience of reference only and do not affect the interpretation of these Rules.
- 8.7 Unless otherwise specified by Jays Care Foundation, these Rules are effective as of September 24, 2020 and supersede the previously existing Ontario Lottery and Gaming Rules and Regulations.
- 8.8 As a condition of entering this Raffle, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Raffle, or any prizes awarded (each, a "Claim"), shall not be consolidated or joined with or in any other proceeding involving a Claim of any other party; and (ii) 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.

9.0 Release of Liability

9.1 By purchasing a 50/50 ticket a Player agrees to:

- a) be bound by these Rules, Gaming Additions and Regulations; and
- b) release the Foundation, the Jays Care Foundation, the MLB Entities, 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. Released Parties i) make no warrant, guarantee or representation of any kind concerning any Prize (or any portion thereof); and ii) disclaim any implied warranty.

9.2 Released Parties are 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 never occur in connection with the administration of the Draw, the processing of entries, the announcement of the Prize or in any Draw related materials, or the cancellation or postponement of any Event.

9.3 Released Parties are also 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.

9.4 Released Parties are not responsible for injury or damage to entrant's or to any other person's computer, smart phone, smart watch, tablet, or similar device, related to or resulting from participating in the Draw, or downloading materials from or use

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

Gambling Helpline If Needed

Ontario Problem Gambling Helpline. Connex Ontario 1-866-531-2600