

**Electronic 50/50 Raffle Rules  
Event Site and Online Edition  
For Journey House**



**Version 1.4  
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These Rules apply, until amended or revised, to 50/50 Raffles conducted by the Organization.

## **1 Interpretation**

- 1.1 In these Rules,  
“50/50 System” means the AGCO approved electronic 50/50 raffle system operated by the Organization;  
“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;  
“Committee” means the organizers of the Ottawa New Year's Eve Charity Ball™ 2019 - 2020  
“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;  
“Event” means an event at which the Organization 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;  
“Game Conditions” means any supplemental Rules which are applicable to one or more Draws published by the Organization from time to time;  
“Jackpot” means total funds collected at the Event Site and via online sales by the Organization related to the sale of Tickets for an Event;  
“Immediate Relatives” means parents, siblings, son, or daughter  
“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;  
“Organization” means Journey House (charity no. 77320 6693 RR0001);  
“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 6.5;  
“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 Organization 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, 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 Organization 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 [charityball5050.ca](http://charityball5050.ca), 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.
- 2.2 A Player may participate by purchasing one or more 50/50 Tickets in the following denominations:
- (a) One (1) number for \$50.00
- 2.3 A Player is solely responsible for maintaining and preserving the Ticket one it has been issued by the 50/50 System.

## **3 The Draw and Results**

- 3.1 A Draw will be conducted on December 31, 2019 11:30 PM EST at the Ottawa Conference and Event Centre main ballroom 106, 200 Coventry Road Ottawa, ON, during the Ottawa New Year's Eve Charity Ball, by two Organization employees using the EMT Terminal in accordance with applicable Regulations.
- 3.2 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 Organization's website [journeyhouse.ca](http://journeyhouse.ca), [ottawacharityball.ca](http://ottawacharityball.ca), and [charityball5050.ca](http://charityball5050.ca)
- 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 Organization, with the approval of the AGCO.

## **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 (the "Prize"). The remaining 50% of the Jackpot will be allocated to the Organization and to pay permitted expenses.
- 4.2 Odds of winning the Prize are based on the number of Numbers sold during or leading up to an Event.
- 4.3 The Organization may, for a Draw or series of Draws, issue Gaming Conditions which enhance the prize structure of the Draws and shall publish them on its website and/or display them onsite at the Event Site.

## **5 Payment of Prizes**

- 5.1 The Prize must be claimed in person on the Draw Date at the Event Site by attending any point of sale location, or after the Draw Date at the Organization's offices located at 200-38 Auriga Drive, Ottawa ON, K2E 8A5. 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.
- 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 Organization; and
  - (c) sign his/her name on the Winning Ticket.
- 5.3 Each Winner acknowledges and consents to the Organization 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 Organization’s website for an extended period of time and otherwise in accordance with the Organization’s prize claim policy and any successors or replacement thereof, and (f) for the Organization’s internal business purposes. Each Player further acknowledges that any failure by the winner to provide the Organization with such information may prevent the Organization from paying or awarding all or part of the Prize to the holder of the Winning Ticket.
- 5.4 The Organization 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 Organization may establish from time to time. The Organization 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 The Prize will be paid by cheque payable to the Winner.
- 5.6 A Prize may be shared between multiple Winners, however, in the event of a dispute, the Organization 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 Organization will have no liability related to the payment of a Prize if the Organization 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 Organization will not and is not responsible for providing financial or tax advice to the Winner.
- 5.9 The Organization will not award a prize for tickets which are void unless the Organization, in its discretion, deems it appropriate to do so. Tickets are void if lost, stolen, unissued, illegible, mutilated, damaged, altered, counterfeited or forged, mis-cut, 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 Organization.
- 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 Organization may replace the voided Ticket with a replacement Ticket with a new set of Numbers.

## **6 General**

- 6.1 The Organization reserves the right to modify these Rules and/or the Gaming Additions at any time without advance notice to Players, with the approval of the AGCO.
- 6.2 Entries generated by a photocopy, script, macro or other mechanical or automated means will also be void.
- 6.3 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 Organization 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 Organization 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, with the approval of the AGCO.

- 6.4 The Organization makes no representations of any kind whatsoever about the reliability of the on-line system used to host the Organization's website, any required internet connections required to access the Organization's website, or any website on which the Organization's website relies to process the sale of Tickets. The Organization shall not be liable to any Player for any loss or damage suffered by any person as a result of the improper operation or inaccessibility of the Organization's website, or any website on which the Organization's website relies.
- 6.5 Related Parties are not permitted to purchase Tickets and/or claim a Prize. Related Parties include:
- (a) Members of the Organization's Board of Directors;
  - (b) Immediate Relatives of the Organization's Board of Directors
  - (c) Full time, part-time and student employees of the Organization,
  - (d) Persons who are directly on the Organization's payroll;
  - (e) The Organization's employees who are on paid or unpaid leave;
  - (f) Members of Destiny's Way Foundation's Board of Directors or Committee or the Director's or Committee's Immediate Relatives;
  - (g) Persons under the age of 18 years;
  - (h) Employees of the supplier of the 50/50 System who are involved with the development and/or support of the 50/50 System; and
  - (i) Such other persons designated from time to time as Related Parties by the Organization.
- 6.6 The Organization 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.
- 6.7 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.
- 6.8 The headings in these Rules are for convenience of reference only and do not affect the interpretation of these Rules.
- 6.9 These Rules are effective as of September 20, 2019 and supersede all previously issued Rules.