

**HAMILTON BULLDOGS FOUNDATION
ELECTRONIC 50/50 RULES OF PLAY
FOR 2020 FORGE FC SEASON**

**VERSION 1.0
Effective August 13, 2020**



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These Rules apply, until amended or revised, to special event online 50/50 Raffles conducted by the Hamilton Bulldogs 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 or event

“Event Site” means the physical location of the Event (if any);

“EMT Terminal” means the Event Manager terminal of the Hamilton Bulldogs Foundation computer-controlled system designed by Ascend Fundraising Solutions for conducting 50/50 Draws (including, but not limited to the electronic ticket checkers)

“Foundation” means Hamilton Bulldogs 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;

“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 6 below;

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

“Rules” means these rules of play

“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 the Hamilton Bulldogs 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 Words used in these Rules of Play for each specific 50/50 Draw by the Hamilton Bulldogs 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.

1.3 In the event of a conflict between information issued by Ascend Fundraising Solutions 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 during:

2020 Forge FC Season

launched through the on-line system through the Event Manager Terminal (EMT) maintained by Ascend Fundraising Solutions.

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 **forge5050.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 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 Tickets from a 50/50 Fundraiser in the following denominations:

- (i) 3 numbers for \$5.00;
- (ii) 10 numbers for \$10.00; and/or
- (iii) 100 numbers for \$20.00
- (iv) Special pricing may apply to certain games upon approval by AGCO

2.4 A player is solely responsible for ensuring that they receive the correct ticket denomination and 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 Online tickets can be purchased at **forge5050.com**. All players who wish to purchase a ticket online must follow the directions as stated on the website and print their tickets immediately after purchase for them to be valid. Reselling a ticket purchased online is prohibited. All online purchases are subject to and will be treated in a manner consistent with the Website terms of use and privacy policy.

2.7 Online tickets can be purchased using credit cards

2.8 A player is solely responsible for ensuring that they receive the correct ticket denomination and solely responsible for the handling of the purchased ticket after they purchase the ticket online.

2.9 A player may not cancel his/her ticket or obtain a refund when purchasing online once the payment is completed and they receive their ticket.

3.0 The Draw and Results

3.1 A draw may be held by any means and at such time and place as the Hamilton Bulldogs Foundation determines. The number drawn is referred to as the “winning number”.

3.2 The Winning Number for a Draw will be announced at the Event Site. Winning numbers will also be posted online at the Foundation’s website (bulldogsfoundation.com/5050winners)

3.3 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.

4.0 Cash Management

4.1. The Hamilton Bulldogs Foundation shall ensure the secure and safe handling of cash and cash equivalents.

4.2 A safe shall be used at all times to secure funds when money, other than floats, is kept on the premises.

4.3 Funds will be verified by Hamilton Bulldogs Foundation staff using blind counts. There will be a minimum of two staff involved in the reconciling of funds, one of which will hold the reports indicating the value of the content of each bag or full drop value per 50/50 Fundraiser. Staff who count the money are not involved in the final independent verification of the sales by device. They are to count the cash and document the value. If a variance is confirmed, the amount of the variance and name of the 50/50 Fundraiser is recorded and provided to the Event Manager for tracking.

4.4 All variances will be tracked and monitored.

5.0 Prize Structure

5.1 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.

5.2 Odds of winning the Prize are based on the number of Numbers sold during an Event

5.3 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.

6.0 Payment of Prizes

6.1 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.

6.2 The Hamilton Bulldogs 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 the Hamilton Bulldogs Foundation (or being received by the Hamilton Bulldogs 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 the Hamilton Bulldogs Foundation.

6.3 All prizes must be claimed within six (6) months of the relevant draw unless otherwise specified by the Hamilton Bulldogs Foundation thereafter any unclaimed prizes must be secured or placed in safekeeping by the Hamilton Bulldogs Foundation for a period of six (6) months from the date of the draw. If at the expiry of six (6) months the prize has not been claimed, the prize monies will be donated by the Hamilton Bulldogs Foundation to a beneficiary approved in advance by the AGCO.

6.4 The Hamilton Bulldogs Foundation may refuse to send or forward a prize to an address outside Canada and will not send or forward a prize to an address in any jurisdiction where such sending or forwarding is prohibited by law.

6.5 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.

6.6 The Hamilton Bulldogs Foundation and are not responsible for providing financial or tax advice.

6.7 For groups purchasing (1) ticket, group winners will select one individual to handle the single cash payment.

6.8 The Hamilton Bulldogs Foundation will not award a prize for tickets which are void unless the Hamilton Bulldogs 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 Hamilton Bulldogs Foundation.

6.9 Subject to paragraph 6.8 in the event that a ticket which is purchased or issued is void, or deemed to be void, the Hamilton Bulldogs Foundation may, at its option, (a) replace the ticket with a new random ticket of the same denomination or, (b) provide a refund.

7.0 Claims

7.1 The Hamilton Bulldogs Foundation may award a prize to the bearer of a winning ticket. The Hamilton Bulldogs 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

7.2 Upon presenting a winning 50/50 ticket, the winner must:

(i) Issue (2) pieces of ID proving their age to be over 18;

(ii) Completely fill out the 50/50 Prize Claim Checklist issued by a Hamilton Bulldogs Foundation staff member;

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

7.3 Each winner acknowledges that the Hamilton Bulldogs 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 the Hamilton Bulldogs Foundation website for an extended period of time, and otherwise in accordance with the Hamilton Bulldogs Foundation prize claim policy and any successors or replacement thereof, and for the Hamilton Bulldogs Foundation internal business purposes. Each winner further acknowledges that any failure by the winner to provide the Hamilton Bulldogs Foundation with such information may prevent the Hamilton Bulldogs Foundation from paying or awarding all or part of the prize in the manner contemplated by the prize structure.

7.4 The Hamilton Bulldogs 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

8.0 Incident Management and Reporting

8.1 The Hamilton Bulldogs 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 the equipment supplier at the first reasonable opportunity; the issue will be escalated 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 Event Manager

8.2 The Hamilton Bulldogs Foundation shall escalate any issues to the appropriate party when appropriate

8.3 In the event of a Raffle Sales Unit or Electronic Raffle System Failure, or any technical difficulty arising during a game, the Foundation will ensure that Raffle sale data can be retrieved by reporting the issue to equipment supplier as per 8.1.1 and retrieving sales data by System Override.

8.4 The Foundation reserves the right to suspend online sales in case technical difficulties beyond the Foundation's control arise during an event sale. Tickets purchased online prior to the suspension remain valid unless stated otherwise.

8.5 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, the Hamilton Bulldogs Foundation will maintain the integrity of the draw by adhering to sections 8.1 and 8.3 respectively; Police will be notified of any theft or suspicious activity within the framework of the draw

8.6 In the event of a power interruption, emergency situation, or other incidents that could impact the integrity of the raffle, the Hamilton Bulldogs Foundation Staff will adhere to the Tim Hortons Field stadium protocols Procedures, notify applicable personnel noted in section 8.1, and complete the raffle draw at the first opportunity that is deemed appropriate and safe

8.7 The Hamilton Bulldogs 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 8.1

8.8 Any material cash shortages exceeding \$50.00 will be recorded, and if necessary, confirmed with the Event 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

8.9 Any incidents within the Venue must immediately be reported to the Event Manager

8.10 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

8.11 If a player has an inquiry or wishes to share suggestions or complaints they shall be directed to peggy.chapman@hamiltonbulldogs.com and/or stefano.reale@hamiltonbulldogs.com

8.12 If the incident warrants, the Hamilton Bulldogs Foundation must first contact the appropriate local authorities then contact the appropriate personnel listed in section 8.1

9.0 General

9.1 The Hamilton Bulldogs Foundation makes 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.

9.2 The Hamilton Bulldogs Foundation designate the following persons as Related Parties:

- (a) Members of the Hamilton Bulldogs Foundation Board of Directors;
- (b) Full time, part-time and student employees of the Hamilton Bulldogs Foundation;

- (c) Persons who are directly on the Hamilton Bulldogs Foundation payroll;
- (d) The Hamilton Bulldogs Foundation employees who are on paid or unpaid leave;
- (e) Persons under the age of 18 years;

9.3 Persons designated by the Hamilton Bulldogs Foundation as Related Parties are not eligible to participate in the 50/50 draw.

9.4 The Hamilton Bulldogs Foundation may amend these Rules at any time and in any manner.

9.5 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.

9.6 The headings in these Rules are for convenience of reference only and do not affect the interpretation of these Rules.

9.7 Unless otherwise specified by the Hamilton Bulldogs Foundation, these Rules are effective as of August 13, 2020.

Gambling Helpline If Needed

Ontario Problem Gambling Helpline phone number (1-888-230-3505)