

# Rules/ regulations?

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These Rules apply, until amended or revised, to Raffles conducted by Abuse Hurts.

### **1.0 Interpretation**

1.1 In these Rules,

“System” means the AGCO approved electronic raffle system operated by the Charity

“ticket” or “ticket receipt” means a ticket or other means of participating in a Draw;

“AGCO” means the Alcohol and Gaming Commission of Ontario 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 event date, or when a draw is not able to take place for any reason, the soonest available time on the prescribed date

“Event” means an individually numbered proposition on a “List”, a periodic schedule of events

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

“EMT Terminal” means the Event Manager terminal of Abuse Hurts computer controlled system designed by BUMP – A division of CBN for conducting Draws (including, but not limited to the electronic ticket checkers)

“Charity” means Abuse Hurts

“Game Conditions” means the terms, conditions, explanations, Rules, procedures, including the prize structure governing a specific draw;

“Jackpot” means total funds collected at the Event site and via online sales by the Charity related to the sale of Tickets for an Event;

“Number” means a unique numerical sequence randomly issued by the 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 draw in accordance with the Regulations, the Rules, and the Game Conditions;

“Prize” has the meaning set out in Section 5 and 6 below;

“Regulations” includes limitation any applicable laws, regulations, directive, or policies enacted by a competent authority related to the operation of an electronic raffle in the Province of Ontario.

“Related Parties” has the meaning set out in Section 9.2;

“Rules” means these rules of play

“Result” means the final outcome of an event as determined by the Humber River Hospital Charity for the applicable Draw

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

“Winner” means the person who is the bearer of a winning ticket and who satisfies all conditions established by Abuse Hurts to claim the prize

“Winning number” means the winning number drawn on the draw date and draw time for a 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 Draw by Abuse Hurts and the Regulations pertaining to the 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 BUMP and contained on the ticket, the instructions, the Game Conditions for the specific 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 Draw, if any;
- (d) the ticket.

## **2.0 Eligibility, Sale and Issuance of Tickets**

2.1 Only persons residing in the province of Ontario and aged 18 years or older can participate purchase tickets for this 50/50 raffle.

2.2 Persons designated by the Corporation as Related Parties are not eligible to participate in the Draw.

2.3 Abuse Hurts designates the following persons as Related Parties:

- (a) Members of Abuse Hurts Board of Directors;
- (b) Persons who are directly on Abuse Hurts payroll;
- (c) Abuse Hurts employees who are on paid or unpaid leave;

- (d) Persons under the age of 18 years;
- (e) Persons who are direct employees of Q107 radio.
- (f) Q107 radio employees who are on paid or unpaid leave;

2.4 Sales taking place on [www.abusehurts5050.com](http://www.abusehurts5050.com) launched through the on-line system through the Event Manager Terminal (EMT) maintained by BUMP starting on November 8, 2023 at 5:30am ET and ending on December 21, 2023 at 12:00pm ET.

2.5 A player physically located in the province of Ontario may purchase Tickets for a Draw held online through the following portal [www.abusehurts5050.com](http://www.abusehurts5050.com) which is connected to the BUMP 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.

2.6 An eligible player may participate by purchasing a Ticket(s) from the Charity in the following denominations:

- (i) One (1) ticket for \$5.00
- (ii) Twenty (20) tickets for \$20.00
- (iii) One hundred (100) tickets for \$40.00
- (iv) Three hundred (300) tickets for \$100.00

2.7 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 Charity has presented the ticket. Tickets will be sent electronically to the purchaser via the email address provided at time of purchase.

### **3.0 The Draw and Results**

3.1 The number drawn is referred to as the "winning number".

3.2 A Draw will be conducted at 6:00pm ET on Thursday , December 21, 2023 by two Charity employees using the EMT Terminal in accordance with applicable Regulations

3.3 The Winning Number for the Draw will be announced at approximately 8:00AM ET on Friday, December 22, 2023 at 120 Harry Walker Pkwy N., Newmarket, ON L3Y 7B2. Winning numbers will also be posted online at the Charity's website [www.abusehurts.ca](http://www.abusehurts.ca).

3.4 When a Draw for a winning Ticket cannot be held on the date and time fixed, such draw shall be held when practicable with the approval of the AGCO.

### **4. Cash Management**

4.1. Abuse Hurts shall ensure the secure and safe handling of cash equivalents.

### **5.0 Prize Structure**

5.1 Subject to compliance with the Regulations, Rules and Gaming Conditions, the holder of the 1<sup>st</sup> Winning ticket will receive 50% of the overall jackpot prize.

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

5.3 The Charity 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 their website and/or display them onsite at the Event Site with the approval of the AGCO.

## **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 Draw Game Conditions.

6.2 Abuse Hurts 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 Abuse Hurts 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 Abuse Hurts.

6.3 All prizes must be claimed within six months of the relevant draw. Abuse Hurts will make every effort to make the winning ticket number and ticket owner's name known publicly through various means including broadcasting on Q107FM radio, Abuse Hurts website and social media outlets, as well as direct communication through the email address and phone number provided by the winner when purchasing the winning ticket. If, after all efforts conducted by Abuse Hurts, the ticket remains unclaimed, the prize will be donated to another agency otherwise specified by Abuse Hurts approved by the AGCO.

6.4 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.

6.5 The Charity is not responsible for providing financial or tax advice.

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

6.7 Abuse Hurts will not award a prize for tickets which are void unless Abuse Hurts 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 Abuse Hurts.

6.8 Subject to paragraph 6.7 in the event that a ticket which is purchased or issued is void, or deemed to be void, Abuse Hurts 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 Abuse Hurts may award a prize to the bearer of a winning ticket. Abuse Hurts 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 ticket, the winner must:

- (i) Issue (2) pieces of ID proving their identity and their age to be 18 or older;
- (ii) Sign his/her name on the Winning Ticket and surrender it to Abuse Hurts.

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

7.4 Abuse Hurts 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

7.5 The Charity 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.

7.6 Prizes will be paid by cheque payable to the Winner.

7.7 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.

7.8 The Charity will not and is not responsible for providing financial or tax advice to the Winner.

7.9 The Charity will not award a prize for tickets which are void unless the Charity, 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 Charity.

7.10 In the event that a Ticket which is purchased or issued is void, or deemed to be void, the Charity may replace the voided Ticket with a replacement Ticket with a new set of Numbers.

## **8.0 Incident Management and Reporting**

8.1 Abuse Hurts 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 BUMP 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

8.2 Abuse Hurts shall escalate any issues to the appropriate party when appropriate

8.3 In the event of an Electronic Raffle System Failure, or any technical difficulty arising during an event, Abuse Hurts will ensure that Raffle sale data can be retrieved by reporting the issue to BUMP Tier 1 as per 8.1a, and retrieving sales data by System Override

8.4 If offline transactions that have not been committed to the server, Abuse Hurts will maintain the integrity of the draw by adhering to sections 8.1 and 8.3 respectively; OPP will be notified of any theft or suspicious activity within the framework of the draw

8.5 In the event of a power interruption, emergency situation, or other incidents that could impact the integrity of the raffle, Abuse Hurts Staff will notify applicable personnel noted in section 8.1, and complete the raffle draw at the first opportunity that is deemed appropriate and safe

8.6 If a player has an inquiry or wishes to share suggestions or complaints they shall be directed to [5050@abusehurts.ca](mailto:5050@abusehurts.ca)

8.7 If an incident warrants, Abuse Hurts must first contact the appropriate local authority then contact the appropriate personnel listed in section 8.1

## **9.0 General**

9.1 Abuse Hurts makes no representations of any kind whatsoever about the BUMP system.

9.2 Abuse Hurts may amend these Rules at any time and in any manner subject to the approval of the AGCO.

9.3 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 These Rules are effective as of November 1, 2023.

## **10.0 Release of Liability**

10.1 By purchasing a Ticket a Player agrees to be bound by these Rules, Gaming Additions and Regulations

10.2 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.

10.3 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 of the Charity's website or website linked to the Charity's website that is required to be accessed during the purchase of a Ticket.

Gambling Helpline If Needed: Ontario Problem Gambling Helpline phone number 1-888-230-3505.