



ONTARIO LOTTERY AND GAMING CORPORATION ELECTRONIC RAFFLE RULES

These Rules apply to Electronic Raffles conducted and managed by the Ontario Lottery and Gaming Corporation (the “**Corporation**”). It is a condition of participating in an Electronic Raffle that you agree to be bound by these Rules, the Instructions and the Ticket. Capitalized terms used in these Rules are defined in Section 1.1 below.

1. Definitions and Interpretation

1.1 In these Rules, the following terms have the following meanings:

“**Act**” means the *Ontario Lottery and Gaming Corporation Act, 1999*, as amended from time to time, or any replacement legislation.

“**Bearer**” means a person in possession of a Ticket.

“**Central Computer System**” means the central computer-controlled system used to generate and record Raffle Numbers, conduct a Draw and select a Winning Ticket.

“Charitable Game” means paper and electronic lottery schemes of a social and charitable nature, conducted and managed by OLG and permitted to be offered at the Charitable Gaming Centres.

“Charity” means a member charity of the Charitable Gaming Centre which benefits from a portion of proceeds from the purchases of Tickets in Electronic Raffles.

“**Charitable Gaming Centre**” means the premises authorized by the Corporation to operate Charitable Games, including Electronic Raffles and any websites or platforms involved in such operation;

“**Claimant**” means a person or persons claiming entitlement to a prize in an Electronic Raffle.

“**Close of Game**” means the closing date and time of Ticket sales for an Electronic Raffle as determined by the Corporation in its sole discretion.

“**Corporation**” means the Ontario Lottery and Gaming Corporation.

“**Draw**” or “**Drawn**” means the random electronic selection by the Central Computer System of the Winning Number for an Electronic Raffle following the Close of Game.

“Electronic Communication” means the method of communication that the Player selects to receive the confirmation of purchase of Tickets, being either an email or



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text message. The communication will include the Ticket, and the Draw Number, Order Number, Draw date, instructions and certain conditions and explanations.

“**Electronic Raffle**” means the electronic raffle lottery scheme of a charitable nature conducted and managed by the Corporation

“**Electronic Raffle Station**” means any terminal, printer and other equipment, whether fixed or movable, that is connected to the Central Computer System and used for Electronic Raffles;

“**Identification Number**” means the control number printed on a Ticket that identifies the Ticket and distinguishes it from all other Tickets issued by the Corporation. This is not a Raffle Number for the purposes of a Draw.

“**Instructions**” means the additional information made available by the Corporation or Operator from time to time on how to play an Electronic Raffle, including any Terms and Conditions.

“**Operator**” means the person or corporate entity that operates Charitable Games at a Charitable Gaming Centre.

“**Player**” means a person who is eligible to play an Electronic Raffle in accordance with Section 2 and participates in an Electronic Raffle

“**Raffle Number**” means a unique number that is randomly generated by the Central Computer System and is assigned to and printed on a Ticket at the time of purchase

“**Regulations**” means the regulations made under the Act, as amended from time to time, or any replacement regulations.

“**Related Party**” means the individuals set out in sections 2.1(e) - 2.1(i) inclusive.

“**Rules**” means these Ontario Lottery and Gaming Corporation Electronic Raffle Rules, as amended from time to time, or any replacement rules.

“**Ticket**” means the electronic document evidencing a Player’s purchase; in an Electronic Raffle that contains the following: (a) all information from Electronic communication; (b) Raffle Number(s); (c)

“**Winner**” means the Bearer(s) of a Winning Ticket who satisfies all requirements and rules (including these Rules) established by the Corporation to claim a prize.



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“**Winning Number**” means a number Drawn as the winner from all valid Raffle Numbers in a Draw.

“**Winning Ticket**” means a valid Ticket that bears a Raffle Number that exactly matches the Winning Number.

- 1.2 Words used in these Rules that are used in the Regulations have the same meaning as in the Regulations. Words in the singular include the plural, and words in the masculine gender include the feminine.
- 1.3 In the event of a conflict between information contained on the Ticket, the Instructions, these Rules and the Regulations, such conflict will be resolved in accordance with the following priority:
- (a) the Regulations;
 - (b) the Rules;
 - (c) Instructions; and
 - (d) the Ticket.

2. Eligibility to Participate in an Electronic Raffle

- 2.1 The following individuals are ineligible to participate in Charitable Games;
- (a) An individual under the age of 18;
 - (b) An individual who is known by the Service Provider to have been restricted from accessing any Charitable Gaming Centre or playing a lottery scheme as a of a court order;
 - (c) An individual who the Service Provider has reason to believe has been excluded from Charitable Gaming Centre under subsection 3.6(l) of the Gaming Control Act, 1992; Officers, members of the board of directors, or
 - (d) Partners of the Service Provider responsible for the operation of the Charitable Gaming Centre;
 - (e) Registered gaming assistants of a Service Provider at any Charitable Gaming Centre operated by that Service Provider;



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- (f) Executives or staff of a trade union who represent or negotiate on behalf of employees employed at any Charitable gaming Centre;
 - (g) Employees of registered suppliers who maintain or repair Gaming Equipment at any Charitable Gaming Centre;
 - (h) Members of the board of directors, or of the AGCO; and
 - (i) Officers, members of the board of directors or employees of OLG.
- 2.2 The status of a patrons' eligibility to participate will be determined as of the date and time they placed a wager and/or purchased a Charitable Gaming Product.
- 2.3 Related Parties and individuals under 18 years of age are not eligible to participate, by themselves or as a member of a group, in an Electronic Raffle and may not purchase a Ticket, validate a Ticket or receive a Ticket as a gift, and are not entitled to claim any prize in an Electronic Raffle.
- 2.4 The Corporation will not pay or deliver any prize won or claimed by or on behalf of an individual that is ineligible to participate in an Electronic Raffle, including a Related Party, or an individual under 18 years of age, resulting from that individuals' or Related Party's participation in an Electronic Raffle, by themselves or as a member of a group.

3. Participation in an Electronic Raffle

- 3.1 A Player may purchase one or more Tickets through online purchase, during the period in which Tickets are sold for a Draw.
- 3.2 Upon receipt of the required payment, the Player will receive confirmation of such payment, as well as the Tickets through Electronic Communication.
- 3.3 The Corporation will rely solely on the information recorded in the Central Computer System for determining if the Ticket is a Winning Ticket.
- 3.4 Each Player acknowledges that the Corporation or an Operator may, at any time and from time to time, during the game, require certain personal information from the Player and that the collection of such information is necessary to the proper administration of the Corporation's lottery schemes. The information is retained for



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three years. Any personal information is collected pursuant to the Act, and is intended to be used for the following principal purposes:

- (a) Complying with legal and audit requirements;
- (b) Investigating and validating the prize claim, including sharing the information with third parties such as the Alcohol and Gaming Commission of Ontario and police services;
- (c) Announcing winners;
- (d) Awarding prizes;
- (e) Disclosing “insider” wins for public scrutiny;
- (f) Posting of prize wins on the Corporation’s websites and Operators’ websites for a limited period of time;
- (g) Monitoring and enforcing compliance with the Corporations’ and Operators’ prize claim policy policies and procedures; and
- (h) For the Corporation’s internal business purposes.

For further information regarding the collection, use and disclosure of personal information contact the Corporation Each Player further acknowledges that any failure by the Player to provide the Corporation or an Operator with such information or failure to permit the Corporation or an Operator to disclose such information to one or more of the Corporation’s third party providers may prevent the Corporation from paying or awarding all or part of the prize.

4. Ticket Refunds

4.1 Subject to Section 5, refunds will not be available for Electronic Raffles.

5. Terminated or Suspended Electronic Raffles

5.1 In the event an Electronic Raffle is terminated or suspended by Operator, Operator reserves the right to (i) refund the Player all amounts paid for Tickets purchased for the terminated or suspended Electronic Raffle, (ii) draw a winner at random from



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among eligible entries received up to the time of the termination or suspension of the Electronic Raffle, or (iii) reschedule the Draw to a later date.

6. Draw

- 6.1 After the Close of Game, all Raffle Numbers sold for the Draw are part of the Draw. The Corporation will then Draw a Winning Number at random, using the Central Computer System.
- 6.2 If a Draw cannot be held on the date fixed for a Draw, then the Draw will be held when practicable, in the Corporation's sole discretion.
- 6.3 During the period leading up to the Close of Game, the Operator may display periodic updates of the estimated prize amount. These amounts are estimates only and may not be accurate. In no event shall the Corporation, an Operator, a Charity, or any other organization associated with the Electronic Raffle be liable in any way for any error or inaccuracy regarding such updates.
- 6.4 After the Draw, the Winning Number will be announced and/or displayed on the Operators' websites and available on olg.ca. In the event of any error which results in an incorrect Winning Number or prize amount being posted, the Corporation shall correct, re-post and announce the correct Winning Number or prize amount as soon as reasonably possible. In no event shall the Corporation, Operator, Charity, or any other organization associated with the Electronic Raffle or the Draw be held liable for the incorrect Winning Number or prize amount announced, displayed or posted.

7. Prize Structure

- 7.1 The Corporation will determine, in its sole discretion, the prize structure for an Electronic Raffle.
- 7.2 Subject to section 2.4, the Winner will be entitled to 50% of the proceeds from all valid Tickets for that Draw or of the prize amount set by the Corporation in accordance with Section 7.3.



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- 7.3 For any Draw, the Corporation may, in its sole discretion, increase the prize or fund the prize with any unclaimed prizes or other amounts.
- 7.4 Any calculation by the Corporation of the amount of a prize payable to a Winner is final and binding.
- 7.5 The odds of winning a prize are based on the number of Raffle Numbers sold.

8. Claiming Prizes

- 8.1 Information relating to claims and prizes may be obtained at any participating Charitable Gaming Centre or by calling the Corporation.
- 8.2 All prizes must be claimed within 180 calendar days of the Draw, unless otherwise specified by the Corporation, including on the Ticket or olg.ca. Any unclaimed prizes after this period will be forfeited and will not be awarded to any Claimant for that Draw.
- 8.3 A Claimant must have the valid ticket.
- 8.4 For all Prizes, the Claimant must contact the Charitable Gaming Centre through which s/he purchased the Ticket, to arrange for payment of the prize.
- 8.5 A Claimant is deemed to represent and warrant to the Corporation (at the time the prize is claimed and at the time of the payment of the prize), that:
 - (a) He/she is the lawful Bearer of a Winning Ticket; and
 - (b) These Rules, the Regulations and the Instructions have been complied with.The Corporation may, without liability, rely solely on a person's possession of a Winning Ticket in determining any prize entitlement.
- 8.6 In addition to Section ,8.2 upon payment or receipt of the prize, a Claimant is deemed to release, indemnify and save the Corporation, the Operators and the Charities, harmless from any and all claims of every kind with respect to the prize, the calculation thereof, and the awarding thereof (including any income taxes and related penalties and fines). This release and indemnification obligation shall survive the awarding of the prize, and the Corporation may in its sole discretion set off any portion of the prize in furtherance of the indemnity.



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9. Payment of Prizes

- 9.1 A prize for an Electronic Raffle will be awarded to the Winner in accordance with the applicable prize structure in effect and in accordance with these Rules and all other applicable requirements, rules, policies, procedures and conditions established by the Corporation and the respective Operators.
- 9.2 The Corporation reserves the right to (a) confirm the validity of any Ticket that is presented as a Winning Ticket by means of any authentication and validation tests, requirements and procedures as it may from time to time determine, and (b) declare that a Ticket that does not pass, meet or fulfil such tests, requirements or procedures is void. When a Ticket is presented to the Corporation or an Operator, whether for the purpose of authentication or validation or for the purpose of claiming a prize, all right, title and interest in and to the Ticket is surrendered by the Player, and property in the Ticket passes to the Corporation.
- 9.3 All prizes are paid by the Charitable Gaming Centre within a reasonable timeframe after receipt by the Charitable Gaming Centre of the claim.

10. Entitlement to Prizes

- 10.1 The Corporation may award a prize to the Bearer of a Ticket. The Corporation reserves the right to confirm that a Claimant is entitled, and will remain entitled, to a prize as the lawful Bearer of a Winning Ticket.
- 10.2 The Corporation may require, as a condition for entitlement to collect any prize, that the Claimant give to the Corporation a release in form and substance satisfactory to the Corporation, and undertake to save the Corporation, the Operators and the Charities harmless from any further claims in respect of that prize, including claims regarding the awarding, possession, enjoyment, sale, use or calculation of the prize, and claims regarding the calculation, deduction or remittance of any applicable income taxes.



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- 10.3 Where a Ticket is purchased by or issued to a group, the Corporation is not responsible for determining any person's entitlement to all or a part of a prize won or for determining compliance with any laws that may prohibit or restrict groups playing an Electronic Raffle, and notwithstanding anything else in these Rules, the Corporation shall not be liable in any way (whether in contract, negligence or otherwise) to any person for any damages he/she may suffer as a result of his/her playing an Electronic Raffle game as a member of a group.
- 10.4 The Corporation reserves the right to intercept, in whole or in part, one or more prizes in accordance with the *Family Responsibility and Support Arrears Enforcement Act, 1996* (Ontario) or any replacement legislation and any other applicable family legislation, both as may be amended from time to time, and will be held harmless from any claims in respect of this action.
- 10.5 The Corporation or an Operator may verify the identity of a Player by requiring the Player to produce valid identification as the Corporation or an Operator may determine.
- 10.6 The Corporation incurs no liability toward anyone in the case of an act of God, fortuitous event or force majeure. In all other cases, whether the liability is contractual or in tort, including negligence on the part of the Corporation or its employees, Operators, Charities or other third parties, the aggregate liability of the parties listed above is limited as follows: (a) if the claim is based on a Winning Ticket, to the prize value of such Winning Ticket; or (b) if the claim is not based on a Winning Ticket, to the amount paid for the Ticket.

11. General

- 11.1 The Corporation makes no representations of any kind whatsoever about the Central Computer System or any Electronic Raffle Station used to conduct Electronic Raffle games, and shall not be liable for any loss or damage suffered by any person as a result of the operation of the Central Computer System or any



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- Electronic Raffle Station or the failure of the Central Computer System or any Electronic Raffle Station to operate properly or at all.
- 11.2 Tickets purchased, received as a gift, otherwise acquired or redeemed, in any such case in contravention of these Rules, the Regulations, and the Instructions or any or contrary to any applicable policies are void.
- 11.3 The Corporation may amend these Rules at any time and in any manner. The most current version of these Rules can be found on olg.ca or the respective Operator websites.
- 11.4 In the event any provision of these Rules or the Instructions or any conditions and explanations appearing on a Ticket are determined by a court of competent jurisdiction to be void or unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions thereof.
- 11.5 These Rules and the other documents or items referred to herein are governed by, subject to and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Courts of the Province of Ontario have exclusive jurisdiction to entertain any action or other legal proceedings based on or arising out of these Rules, or an Electronic Raffle.
- 11.6 The headings in these Rules are for convenience of reference only and do not affect the interpretation of these Rules.

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Ce document est également disponible en français en composant le 1 800 387-0098.