



## Rules of Play – Summary

1. Tickets cost 3/\$5.00, 10/\$10.00, 60/\$20.00
2. Purchasers must be age 18 or older to play.
3. Ticket Sales close at 4:00pm on Monday August 6, 2018.
4. Winning number to be announced at Kempenfest Main Stage on Monday August 6, 2018 at approximately 5:00pm
5. Winning number to be posted on [www.kempenfest.com](http://www.kempenfest.com) no later than 10am on Tuesday August 7, 2018
6. Prize may be claimed up to 6 months following the draw.
7. Contact us at [kempenfest@rogers.com](mailto:kempenfest@rogers.com)

Or by mail:  
Kempenfest (Barrie) Inc.  
16 Gables Way,  
Barrie, ON L4N 8M3

# Kempenfest 50/50 Draw Rules of Play – Detailed

Effective July 9, 2018

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These Rules apply, until amended or revised, to 50/50 Raffles conducted by Kempenfest.

## 1. Interpretation

### 1.1. In these Rules,

- “Kempenfest” refers to Kempenfest (Barrie) Inc.
- “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
- “Game Conditions” means the terms, conditions, explanations, Rules, procedures, including the prize structure governing a specific 50/50 draw;
- “50/50 ticket”, “ticket” or “ticket receipt” means a ticket or other means of participating in a 50/50 Draw;

- “EMT Terminal” means the Event Manager terminal of Kempenfest's computer-controlled system designed by 50/50 Central for conducting 50/50 Draws (including, but not limited to the electronic ticket checkers)
  - “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;
  - “result” means the final outcome of a sporting event as determined by Kempenfest 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 Kempenfest 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 Kempenfest 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 50/50 Central 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:
1. the AGCO Regulations;
  2. these Rules of Play;
  3. the Game Conditions for the specific 50/50 Draw, if any;
  4. the ticket.

## 2. Sale and Issuance of 50/50 Tickets

- 2.1. An eligible player may participate by purchasing a 50/50 Tickets from a 50/50 Fundraiser in the following denominations:
- 3 numbers for \$5.00;
  - 10 numbers for \$10.00; and/or
  - 60 numbers for \$20.00
- 2.2. 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.
- 2.3. 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

### **3. The Draw and Results**

- 3.1. A draw may be held by any means and at such time and place as Kempenfest determines. The number drawn is referred to as the "winning number".
- 3.2. 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. Cash Management**

- 4.1. Kempenfest 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 Kempenfest staff in dual custody and using blind counts. There will always be a minimum of two Kempenfest 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. Kempenfest staff who count the money are not permitted to view the reports that indicate the value in each bag. They are to count the cash and verbalize the value. The report holder can only respond with "yes" or "no" that the value matches. If the values do not match, the cash counter will recount. If the values still do not match, another counter or the report holder can recount the cash. 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. Credit/Debit funds will be verified in the same manner as cash, listed in procedure 4.3 with the credit/debit "Merchant Copy" receipts being handled as the equivalent of cash.
- 4.5. Kempenfest shall ensure the secure and proper handing of electronic payment transactions and equipment.
- 4.6. All variances will be tracked and monitored.

### **5. Prize Structure**

- 5.1. Prize is 50% of gross ticket sales

### **6. 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. Kempenfest 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 Kempenfest (or being received by Kempenfest 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 Kempenfest.

- 6.3. Any prizes which are not claimed will be secured or placed in safekeeping for a period of six (6) months from the date of the draw. If at that time the prize has still not been claimed, the prize or monies equivalent to the fair market value of the prize must be donated to a beneficiary approved by the licensing authority.
- 6.4. Kempenfest 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. 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. Kempenfest is not responsible for providing financial or tax advice.
- 6.7. groups purchasing (1) ticket, group winners will select one individual to handle the single payment.
- 6.8. Kempenfest will not award a prize for tickets which are void unless Kempenfest, 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 Kempenfest.
- 6.9. Subject to paragraph 5.8 in the event that a ticket which is purchased or issued is void, or deemed to be void, Kempenfest may, at its option, (a) replace the ticket with a new random ticket of the same denomination or, (b) provide a refund.

## 7. Claims

- 7.1. Kempenfest may award a prize to the bearer of a winning ticket. Kempenfest 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:
  - 7.2.1. Issue (2) pieces of ID proving their age to be over 18;
  - 7.2.2. Completely fill out the 50/50 Prize Claim Form issued by a Kempenfest staff member;
  - 7.2.3. Sign his/her name on the ticket.
- 7.3. Each winner acknowledges that Kempenfest 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 Kempenfest's website for an extended period of time, and otherwise in accordance with Kempenfest's prize claim policy and any successors or replacement thereof, and for Kempenfest's internal business purposes. Each winner further acknowledges that any failure by the winner to provide Kempenfest with such information may prevent Kempenfest from paying or awarding all or part of the prize in the manner contemplated by the prize structure.
- 7.4. Kempenfest 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. Management and Reporting

- 8.1. Kempenfest shall report incidents related to the Raffle to AGCO as outlined in the Notification Matrix and will respond to incidents in the following order:
  - 8.1.1. Technical Issues beyond Event Manager know-how will be directed to 50/50 Central at the first reasonable opportunity; the issue will be escalated from Tier 1 at their discretion
  - 8.1.2. Compliance Issues will be directed to the Alcohol and Gaming Commission of Ontario according to the Notification Matrix
- 8.2. Staff issues will be directed to the 50/50 Program Supervisor, and if necessary, Kempenfest Board.
- 8.3. Kempenfest shall escalate any issues to the appropriate party when appropriate
- 8.4. In the event of a Raffle Sales Unit or Electronic Raffle System Failure, or any technical difficulty arising during a game, Kempenfest will ensure that Raffle sale data can be retrieved by reporting the issue to 50/50 Central Tier 1 as per 8.1.1, and retrieving sales data by System Override
- 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, Kempenfest 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
- 8.6. the event of a power interruption, emergency situation, or other incidents that could impact the integrity of the raffle, Kempenfest Staff will adhere to the Rogers Centre Emergency 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. Kempenfest 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 Kempenfest: Electronic 50/50 Rules of Play
- 8.8. 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:
  - 8.8.1. Retraining the seller,
  - 8.8.2. Partnering up the seller to promote integrity, and/or
  - 8.8.3. Suspend the seller as appropriate
- 8.9. All incidents within the Venue must immediately be reported to the Event Manager
- 8.10. Anyone 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:
  - 8.10.1. suspicions of theft, fraud, dishonesty or selling to minors;
  - 8.10.2. any incident that is related to prize integrity (e.g., the administration of the game, handling of money); and

- 8.10.3. 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 [kempenfest@rogers.com](mailto:kempenfest@rogers.com)
- 8.12. the incident warrants, Kempenfest must first contact the appropriate local authorities then contact the appropriate personnel listed in section 8.1

## 9. General

- 9.1. Kempenfest 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. Kempenfest designates the following persons as Related Parties:
  - 9.2.1. Members of Kempenfest's Board of Directors;
  - 9.2.2. Full time, part-time and student employees of Kempenfest,
  - 9.2.3. Persons who are directly on Kempenfest's payroll;
  - 9.2.4. Kempenfest's employees who are on paid or unpaid leave;
  - 9.2.5. Persons under the age of 18 years;
- 9.3. Persons designated by the Kempenfest as Related Parties are not eligible to participate in the 50/50 draw.
- 9.4. Kempenfest 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 Kempenfest, these Rules are effective as of July 1, 2018 and supersede the previously existing Ontario Lottery and Gaming Rules and Regulations.