

THESE RULES APPLY, UNTIL AMENDED OR REVISED, TO 50/50 RAFFLES CONDUCTED BY THE ONTARIO LUNG ASSOCIATION.

1 Interpretation

In these Rules and Regulations, and in all electronic or printed material related to this lottery:

“50/50 System” means the AGCO approved electronic 50/50 raffle system operated by the Association for the conduct of this lottery;

“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;

“Association” means The Ontario Lung Association, operating as the Lung Health Foundation;

“Draw” means the random selection of a Winning Number which determines the Winning Ticket using a Random Number Generation (RNG) System;

“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 after the close of the raffle;

“Early Bonus Prize” has the meaning set out in Section 4.2 below;

“EMT Terminal” means the event manager terminal connection to the 50/50 System which is used to administer the Draw;

“Event” means an event at which the Association is authorized to offer a Draw;

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

“Game Conditions” mean any supplemental Rules which are applicable to one or more Draws published by the Association from time to time;

“Grand Prize” has the meaning set out in Section 4.1 below;

“Jackpot” means total funds collected at the Event Site and via online sales by the Association related to the sale of Tickets for a Raffle;

“Number” means a unique number issued by the 50/50 System as set out on a Ticket which provides a chance at winning the Early Bonus Prize and/or Grand Prize;

“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;

“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 7.5;

“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 Association to claim the Early Bonus Prize and/or Grand 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 Association online through the following portal www.Festival5050.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. Upon completion of the registration but prior to the purchase of a Ticket, a Player will be required to verify the information is complete and accurate.

(a) All Tickets purchased between 12:00 AM EST on November 1, 2020 and on or before 11:59 PM EST on November 25, 2020 will be entered and eligible for both Early Bonus Prize Draw and the Grand Prize Draw.

(b) All Tickets purchased between 12:00 AM EST on November 26, 2020 and on or before 11:59 PM EST on December 13, 2020 will be entered and eligible for only the Grand Prize Draw.

2.2 A Player may participate by purchasing a 50/50 Ticket in the following denominations:

- (a) 5 Ticket Numbers for \$10.00;
- (b) 15 Ticket Numbers for \$20.00; and/or
- (c) 100 Ticket Numbers for \$50.00

2.3 A Player is solely responsible for maintaining and preserving the Ticket once it has been issued by the 50/50 System.

3 The Draw and Results

3.1 A Draw will be conducted at the Draw Time by two Association employees using the EMT Terminal in accordance with applicable Regulations. The draw will be conducted at 18 Wynford Drive, Suite 401, Toronto, ON M3C 0K8.

Draw #1 (Early Bonus Prize):

- Draw will be conducted on or about 10:00 AM EST on November 26, 2020, or as soon as possible thereafter if circumstances prevent the draw from taking place at the scheduled time.
- To be eligible for this draw, tickets must be purchased by 11:59 PM EST on November 25, 2020
- Winning ticket and winner name (if available) will be published to www.lunghealth.ca and www.festival5050.ca on or about 12:00 PM EST on November 26, 2020. Winner will also be notified via an email from The Ontario Lung Association (operating as The Lung Health Foundation).

Draw #2 (Grand Prize):

- Grand Prize draw will be conducted on or about 10:00 AM EST on December 14, 2020, or as soon as possible thereafter if circumstances prevent the draw from taking place at the scheduled time. To be eligible for the Grand Prize, tickets must be purchased by 11:59 PM EST on December 13, 2020.
- Winning ticket and winner name (if available) will be published to www.lunghealth.ca and www.festival5050.ca on or about 12:00 PM EST on December 14, 2020. Winner will also be notified via an email from The Ontario Lung Association (operating as The Lung Health Foundation).

3.2 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 Association, subject to 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 for Grand Prize will receive 50% of the Jackpot minus any permitted deductions (the “Grand Prize”). The remaining 50% of the Jackpot will be allocated to the Association, other partner charities (if applicable) and to pay permitted expenses.

4.2 Subject to compliance with the Regulations, Rules and Gaming Conditions, the holder of the Winning Ticket for Early Bonus Prize will receive value of \$500.00 CAD VISA Gift Card(s) (the “Early Bonus Prize”). One Early Bonus Prize is available. See section 3.1 for draw details. Prizes will be accepted as given. No cash substitution will be made.

4.3 Odds of winning the Early Bonus Prizes and/or main Grand Prize are based on the number of Numbers sold during an Event.

4.4. Early Bonus Prize Winning Number will remain in the draw and will be eligible to win the Grand Prize. It is possible for the same Number to win more than one prize and not limited to one Prize.

4.5 The Association 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, subject to the approval of the AGCO.

5 Payment of Prizes

5.1 The prize shall be awarded to the winner on the following basis.

- (a) An email will be sent to the individual holding a winning ticket by the Association
- (b) The individual may claim the prize by contacting the Association at 1-888-344-5864 or by email at festival5050@lunghealth.ca.
- (c) The winner will then be paid by cheque (for Grand Prize) or in form of VISA gift card(s) (for Early Bonus Prize) for the declared prize amount.
- (d) The Association will not send or forward a prize to an address outside of Ontario.
- (e) The prize must be claimed within six (6) months of the draw unless otherwise specified by the Association. In the event that a prize has not been claimed at the expiry of the six (6) month period, the prize will be donated by the Association to an eligible charity approved in advance by the AGCO.

5.2 The winner must:

- (a) fill out the raffle prize claim checklist including providing his or her name, address and phone number;
- (b) provide a valid, government-issued identification sufficient in the sole discretion of the Association to verify the winner's identity.

5.3 Each Winner acknowledges and consents to the Association 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, (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 Association's website for an extended period of time and otherwise in accordance with the Association's prize claim policy and any successors or replacement thereof, and (f) for the Association's internal business purposes. Each Player further acknowledges that any failure by the winner to provide the Association with such information may prevent the Association from paying or awarding all or part of the Prize to the holder of the Winning Ticket.

5.4 The Association 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 Association may establish from time to time. The Association 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 Payment of Grand Prize will be paid by cheque payable to the Winner.

5.6 Payment of Early Bonus Prize will be paid in form of VISA gift card(s) to the Winner.

5.7 A Prize may be shared between multiple Winners, however, in the event of a dispute, the Association will issue the cheque in the name of the Person whose name the account the Ticket was purchased under. The Association will have no liability related to the payment of a Prize if the Association in good faith paid a Prize to a Player who presented it with the Winning Ticket.

5.8 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.

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

5.10 The Association will not award a prize for tickets which are void unless the Association, 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 online 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 Association.

5.11 Subject to paragraph 5.9 in the event that a Ticket which is purchased or issued is void, or deemed to be void, the Association may replace the voided Ticket with a replacement Ticket with a new set of Numbers.

6 Release of Liability.

6.1 By purchasing a 50/50 Ticket a Player agrees to: be bound by these Rules, Gaming Additions and Regulations. The Association will administer a raffle associated with an Event (the "Raffle") in good faith but shall not have any liability in connection with any decisions made in connection to such Raffle, Event or Draw. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof); and (ii) disclaim any implied warranty. The Association's failure to enforce any term of the Rules, Gaming Additions or Regulations shall not constitute a waiver of that provision.

6.2 Released Parties are not responsible for any other errors, problems or difficulties of any kind whether human, mechanical, technical, electronic, network, computer, typographical, printing or otherwise relating to or in connection with a Draw or Raffle

including, without limitation, errors or omissions which may occur in connection with the administration of the Raffle, the processing of entries, the announcement of the Prize or in any Draw-related materials, or the cancellation or postponement of any Event.

6.3 Released Parties assume no responsibility for lost, delayed, destroyed, misidentified or misdirected registrations or entries. In addition, Released Parties assume no responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical errors, printing errors, lost, delayed or garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer line or network, computer equipment, software, computer online systems or servers, traffic congestion on the internet or on any website or any combination thereof, whether originating from sender or recipient, and whether caused by website users, tampering, hacking or by any equipment or programming associated with or utilized in the Draw. For greater certainty, entry materials and/or data that have been tampered with or altered are void.

6.4 Released Parties are not responsible for injury or damage to entrants' or to any other person's computer equipment, computer system, software, smart phone, smart watch, tablet, or similar device, related to or resulting from participating in the Raffle or downloading materials from or use of the Association's website or website linked to the Association's website that is required to be accessed during the purchase of a Ticket.

6.5 Any attempt by a Player to deliberately damage any website or undermine the legitimate operation of the Raffle or Draw, including but not limited to making any fraudulent claims, is a violation of applicable laws. Should such an attempt be made, the Association reserves the right to seek remedies and damages from any such individual to the fullest extent permitted by law. A Player engaging in any of the foregoing activities may be disqualified and will forfeit any Prize awarded.

7 General

7.1 Subject to the approval of the AGCO, the Association reserves the right to terminate or to modify these Rules and/or the Gaming Additions at any time for any reason, without advance notice to Players, including, without limitation, in order to comply with any applicable law or policy, or in the event that the Raffle is not capable of being conducted as originally planned, or if fraud or any other occurrence compromises the fairness or integrity of the Raffle.

7.2 Entries generated by a photocopy, script, macro or other mechanical or automated means will also be void.

7.3 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, technical failures or other causes which corrupt the administration, security, fairness, integrity or proper operation of a Draw (or any portion thereof), the Association reserves the right, subject to the approval of the AGCO 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 Association 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.

7.4 The Association makes no representations of any kind whatsoever about the reliability of the on-line system used to host the Association's website, any required internet connections required to access the Association's website, or any website on which the Association's website relies to process the sale of Tickets. The Association 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 Association's website, or any website on which the Association's website relies.

7.5 Related Parties are not permitted to purchase Tickets and/or claim a Prize. Related Parties include:

- (a) Members of the Association's Board of Directors;
- (b) Full time, part-time and student employees of the Association,
- (c) Persons who are directly on the Association's payroll;
- (d) The Association's employees who are on paid or unpaid leave;
- (e) Persons under the age of 18 years;
- (f) Employees of the supplier of the 50/50 System who are involved with the development and/or support of the 50/50 System; and
- (g) Such other persons designated from time to time as Related Parties by the Association.

7.6 The Association 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.

7.7 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.

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

7.9 These Rules are effective as of October 28, 2020 and supersede all previously issued Rules.