



**Jays Care Foundation
Electronic 50/50 Raffle Rules of Play**

Effective 06/02/2023

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These Rules apply, until amended or revised, to 50/50 Raffles conducted by Jays Care Foundation.

Interpretation

1.0 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 purchased to participate 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
- “Event Site” means the physical location of the Event (if any);
- “EMT Terminal” means the Event Manager terminal of the Jays Care Foundation's computer-controlled system designed by Canadian Bank Note for conducting 50/50 Draws (including, but not limited to the electronic ticket checkers)
- “Foundation” means Jays Care 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;
- “List” means file submitted to the AGCO pre-season with all raffle dates being run in season
- “MLB Entities” means the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs (“Clubs”), each of their parent, subsidiary, affiliated and related entities, any entity which,

now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

“Number” means a unique numerical sequence randomly issued by the 50/50 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 50/50 draw in accordance with the Regulations, the Rules, and the Game Conditions;

“Prize” has the meaning set out in Section 4 below;

“Raffle” means Jays Care Foundation Electronic 50/50 Raffle.

“Regulations” includes limitation any applicable laws, regulations, directive, or policies enacted by a competent authority related to the operation of an electronic 50/5- raffle in the province of Ontario;

“Related Parties” has the meaning set out in Section 8.2;

“Rules” means these rules of play

“Result” means the final outcome of a sporting event as determined by Jays Care Foundation 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 Jays Care 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)

1.1 Defined Words used in these Rules also apply to Game Additions

1.2 Words used in these Rules of Play for each specific 50/50 Draw by Jays Care 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 Canadian Bank Note 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.

Sale and Issuance of 50/50 Tickets

2.0 50/50 Draws are combined in-stadium and online events for Jays Care Foundation and launched through the Canadian Bank Note/Bump 50/50 platform.

2.1 A player physically located in the province of Ontario, Canada may purchase 50/50 tickets for a Draw held by the Foundation online at www.bluejays.com/5050, which is connected to the 50/50 system.

2.2 The following are ticket denominations for eligible players to purchase 50/50 tickets:

50/50 Ticket Denominations:

- (i) 5 numbers for \$10.00;
- (ii) 15 numbers for \$20.00;
- (iii) 100 numbers for \$50.00;
- (iv) 250 numbers for \$100.00

2.3 A player is solely responsible for ensuring that they receive the correct ticket denomination and is solely responsible for the handling of the purchased ticket after the 50/50 Fundraiser has presented the ticket.

2.4 A player may cancel their ticket and obtain a refund if they have paid for the ticket by sending an email to jayscare5050@bluejays.com, provided the cancellation is before the draw is executed.

2.6. A player must be 18 years of age or older to buy a ticket.

2.7. A player must be located in the province of Ontario at the time of purchase.

The Draw and Results

3.0 With approval from the AGCO, a draw may be held electronically or manually and at such time and place as Jays Care Foundation determines. The number drawn is referred to as the “winning number”.

3.1 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 with the approval of the AGCO.

3.2 The Winning Number for a Draw will be announced online at the Foundation’s website (www.bluejays.com/5050) and Twitter channel (@JaysCare) at noon ET the day following the close of sales.

3.3 Draws will occur on the final day of a Blue Jays homestand, with sales closing at 10pm ET unless otherwise specified by Jays Care.

3.4 The second jackpot of the season will be held from June 2 – 11, 2023:

- **June 2 - 11, 2023 Homestand Jackpot**
 - Sales Open: June 2 at noon ET
 - Sales Cutoff: June 11 at 10pm ET
 - Draw Time: June 11 at 10:10pm ET
 - Draw Announcement: June 12 at noon ET

Prize Structure

4.0 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.

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

4.2 When Early Bird prize(s) are attached to a 50/50 draw, winner(s) of Early Bird Prize(s) remain in the main draw to be eligible for the 50/50 prize. The details of Early Bird Prizes will be noted on the applicable purchase site and Jays Care 50/50 webpage, including purchase deadlines and winning numbers.

4.3 The Early Bird and prize schedule for the June 2 – 11, 2023 Homestand Jackpot is as follows:

- Early Bird #1: Authenticated Game Used Danny Jansen Jersey (Value \$530)
 - Draw Time: June 3 at 10am ET
 - Draw Announcement: June 3 at 10:10am ET
- Early Bird #2: Authenticated Game Used Daulton Varsho Cracked Bat (Value \$530)
 - Draw Time: June 5 at 10am ET

- Draw Announcement: June 5 at 10:10am ET
- Early Bird #3: \$250 The Keg Gift Card (Value \$250)
 - Draw Time: June 6 at 10am ET
 - Draw Announcement: June 6 at 10:10am ET
- Early Bird #4: Vladimir Guerrero Jr. and Bo Bichette 3 HR Game Frame (Value \$190)
 - Draw Time: June 7 at 10am ET
 - Draw Announcement: June 7 at 10:10am ET
- Early Bird #5: 1992 and 1993 World Series Replica Ticket Frame (Value \$150)
 - Draw Time: June 8 at 10am ET
 - Draw Announcement: June 8 at 10:10am ET
- Early Bird #6: Authenticated Team Issued Bo Bichette Jersey (Value \$850)
 - Draw Time: June 9 at 10am ET
 - Draw Announcement: June 9 at 10:10am ET
- Early Bird #7: Authenticated Game Used 2023 Base (Value \$530)
 - Draw Time: June 10 at 10am ET
 - Draw Announcement: June 10 at 10:10am ET
- Grand Prize Jackpot:
 - Draw Time: June 11 at 10:10pm ET
 - Draw Announcement: June 12 at noon ET

Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. The winner and their guest(s) agree to comply with all applicable stadium and venue, as applicable, regulations in connection with the prize. The applicable MLB Entities reserve the right to remove or to deny entry to any winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Game, event or exhibition. The Released Parties (defined below) will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppages or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as part of the prize may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game, event or exhibition ticket(s).

Payment of Prizes

5.0 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.

5.1 Jays Care 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 Jays Care Foundation (or being received by Jays Care 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 Jays Care Foundation.

5.2 All prizes must be claimed within 6 months of the relevant draw unless otherwise specified. Thereafter any unclaimed prizes must be secured or placed in safekeeping by Jays Care 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 back to Jays Care Foundation, with the approval of the AGCO.

- 5.3** Jays Care Foundation may refuse to send or forward a prize to an address outside Ontario and will not send or forward a prize to an address in any jurisdiction where such sending, or forwarding is prohibited by law.
- 5.4** 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.
- 5.5** Jays Care Foundation is not responsible for providing financial or tax advice.
- 5.6** For groups purchasing (1) ticket, group winners will select one individual to handle the single cash payment.
- 5.7** Jays Care Foundation will not award a prize for tickets which are void unless Jays Care 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 Jays Care Foundation.
- 5.8** If a ticket which is purchased or issued is void, or deemed to be void, Jays Care Foundation may, at its option, (a) replace the ticket with a new random ticket of the same denomination or, (b) provide a refund.

Claims

- 6.0** Jays Care Foundation may award a prize to the bearer of a winning ticket. Jays Care 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
- 6.1** Upon presenting a winning 50/50 ticket, the winner must:
 - (i) Issue (2) pieces of ID proving their age to be 18 or older;
 - (ii) Completely fill out the 50/50 Prize Claim Form Checklist issued by a Jays Care Foundation staff member
- 6.2** Each winner acknowledges that Jays Care 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 Jays Care Foundation's website for an extended period of time, and otherwise in accordance with Jays Care Foundation's prize claim policy and any successors or replacement thereof, and for Jays Care Foundation's internal business purposes. Each winner further acknowledges that any failure by the winner to provide Jays Care Foundation with such information may prevent Jays Care Foundation from paying or awarding all or part of the prize in

the manner contemplated by the prize structure.

6.3 Jays Care 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.

General

7.0 Jays Care Foundation is responsible for conduct and management of the draw, however Released Parties make 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.

7.1 Jays Care Foundation designates the following persons as Related Parties:

- (a) Members of Jays Care Foundation's Board of Directors;
- (b) Persons who are directly on Jays Care Foundation's payroll;
- (c) Jays Care Foundation's employees who are on paid or unpaid leave;
- (d) Persons under the age 18 years;

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

7.3 Jays Care Foundation may amend these Rules at any time and in any manner with approval from the AGCO

7.4 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.

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

7.6 Unless otherwise specified by Jays Care Foundation, these Rules are effective as of March 20, 2023 and supersede the previously existing Ontario Lottery and Gaming Rules and Regulations.

7.7 As a condition of entering this Raffle, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Raffle, or any prizes awarded (each, a "Claim"), shall not be consolidated or joined with or in any other proceeding involving a Claim of any other party; and (ii) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses.

Release of Liability

8.0 By purchasing a 50/50 ticket a Player agrees to:

- a) be bound by these Rules, Gaming Additions and Regulations; and
- b) release Foundation, Jays Care Foundation, the MLB Entities, any event promoter and any presenting partner of the Draw, and each of their respective partners, subsidiaries and affiliates, together with the owners, employees, officers, directors, sponsors and agents of any of the foregoing (collectively, "Released Parties") from and against any and all claims, demands, injuries, losses and liabilities whatsoever arising out of the Draw. The Foundation will administer a raffle associated with an Event in good faith. Released Parties i) make no warrant, guarantee or representation of any kind concerning any Prize (or any portion thereof); and ii) disclaim any implied warranty.

8.1 Released Parties are not responsible for any other errors, problems, or difficulties of any kind whether human, mechanical, electronic, network, computer, typographical, printing or otherwise relating to or in connection with a Draw, including, without limitation, errors, or omissions which

may occur in connection with the administration of the Draw, the processing of entries, the announcement of the Prize or in any Draw related materials, or the cancellation or postponement of any Event.

8.2 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.

8.3 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

8.4 CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE RAFFLE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE FOUNDATION WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND THE FOUNDATION AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Gambling Helpline If Needed

Ontario Problem Gambling Helpline. Connex Ontario 1-866-531-2600