**Rotary Guelph Wellington Duck Race**

# Raffle Rules – In Person Edition

## Version 1.0

**Effective Date: March 1, 2023**

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Rotary Guelph Wellington Rules of Play 03-01-2023

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These Rules apply, until amended or revised, to 50/50 Raffles conducted by Rotary Guelph Wellington.

### Interpretation

* 1. In these Rules,

"Raffle System" means physical duck race – ducks dropped to simulate a raffle operated by Rotary Guelph Wellington;

"Raffle Ticket" means a ticket, or electronic receipt for a particular Draw issued by the Raffle System which contains one or more Numbers;

"AGCO" means the Alcohol and Gaming Commission of Ontario;

"Draw" means in relation to a particular Event, the random selection of a duck reaching the finish line across the Speed River which determines the Winning Ticket;

"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 on the prescribed game date;

"Event" means an event at which Rotary Guelph Wellington 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 Rotary Guelph Wellington from time to time;

"Jackpot" means total funds collected at the Event Site and via online sales by Rotary Guelph Wellington related to the sale of Tickets for an Event;

"Number" means a unique number issued by the Raffle System as set out on a Ticket which provides a chance at winning the 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;

"Prize" has the meaning set out in Section 4.1 below;

"Regulations" includes without 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 7.5; "Rules" means these rules of play;

"Valid Ticket" means a Raffle Ticket that is not void;

"Winner" means the Player who is the bearer of a Winning Ticket and who satisfies all conditions established by Rotary Guelph Wellington to claim the Prize;

"Winning Numbers" means the winning numbers drawn at the Draw Time for a Draw; and "Winning Tickets" means a Valid Ticket, or Valid Tickets, which contains the Winning Number(s).

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

Words in the singular shall include the plural, and words in the masculine gender shall include the feminine.

* 1. 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:

the Regulations;

the Game Conditions for a specific Draw; these Rules; and

 (d) the Ticket.

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### Sale and Issuance of Raffle Tickets

* 1. A Player physically located in Ontario, Canada may purchase Tickets for a Draw held by Rotary Guelph Wellington either:
* in person at an Event Site via point of sale devices;
* or online through the following portal GotDuck.ca which is connected to the POS System. A Player will be required to comply with the instructions on the website in order to purchase a Ticket.
* Cash sales

### 3

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**3.3**

### 4

**4.1**

A Player may participate by purchasing a Raffle Ticket in the following denominations: **1** Ticket for

$15.00, 4 Tickets for $50.00, 10 Tickets for $100.00

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

### The Draw and Results

The draws will be held on the date, at the time, and at the place as stated in the application and approved by the License granted for the said draw.

The Winning Number for a Draw will be announced at the Event Site. Winning numbers will also be posted online at Rotary Guelph Wellington's website Gotduck.ca

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 Rotary Guelph Wellington. Any such rescheduling requires the approval of the Alcohol and Gaming Commission of Ontario.

### Prize Structure

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Subject to compliance with the Regulations, Rules and Gaming Conditions, the holder of the

Winning ticket will be determined by the first 5 random ducks crossing the finish line:

1. Grand Prize - $6,000 Loblaws Gift Certificates ($500 per month for 1 Year)
2. Second Prize - $1,000.00 Rona Gift Certificate
3. Third Prize - Tissot Le Locle Watch from Knar Jewellery ($1,099 value)
4. Fourth Prize - Danby Wine Fridge with Wine ($1,000 value)
5. Fifth Prize - Stirling Marathon Greenway Retro Refrigerator ($800 value)

### 4.2

**4.3**

Odds of winning the Prize are based on the number of Tickets sold during an Event, up to 3,250. Rotary Guelph Wellington 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.

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### 5 Payment of Prizes

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**5.2**

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### 5.4

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### 6

The Prize must be claimed in person after the Draw Date at Guelph Business Machines Ltd.350 Speedvale Ave W # 4 Guelph Ontario -Monday to Friday 9am-5pm- Winner must call and confirm prize pick up in advance - 5198243200 ext 0. Prizes must be claimed within 180 days of the Draw Date where the 1st day of the 180 days is the day after the Draw Date.

Upon presenting a Winning Ticket, the Winner must present (2) pieces of ID proving their age to be over 18; and sign his/her name on the Winning Ticket.

Each Winner acknowledges and consents to Rotary Guelph Wellington collecting personal information (including without limitation, full legal name and address) 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 (eg: Family Responsibility Office check),

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

Rotary Guelph Wellington 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 Rotary Guelph Wellington may establish from time to time. Rotary Guelph Wellington may as a result of such authentication tests declare a purported Ticket void where the presented document does not pass such authentication tests.

A Prize may be shared between multiple Winners, however, in the event of a dispute, Rotary Guelph Wellington will issue the prize in the name of the Person who has physical possession of the Ticket or where the ticket is electronic, the person whose name the account the Ticket was purchased under. Rotary Guelph Wellington will have no liability related to the fulfillment of a Prize if Rotary Guelph Wellington in good faith fulfilled a Prize to a Player who presented it with the Winning Ticket.

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. Rotary Guelph Wellington will not and is not responsible for providing financial or tax advice to the Winner.

Rotary Guelph Wellington will not award a prize for tickets which are void unless Rotary Guelph Wellington, 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 Rotary Guelph Wellington.

Subject to paragraph 5.8 in the event that a Ticket which is purchased or issued is void, or deemed to be void, Rotary Guelph Wellington may replace the voided Ticket with a replacement Ticket with a new set of Numbers.

### Paragraph Intentionally Blank

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## 7

**7.1**

7.2

**7.3**

**7.4**

**7.5**

## General

Rotary Guelph Wellington reserves the right to modify these Rules and/or the Gaming Additions at any time without advance notice to Players .

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

All methods of purchase may not be available, at all times. If the Raffle System experiences any technical difficulties during an Event resulting from a virus, bugs, unauthorized human intervention, or other causes which corrupt the administration, security, fairness, integrity or proper operation of a Draw (or any portion thereof), Rotary Guelph Wellington reserves the right in its sole discretion 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, Rotary Guelph Wellington 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 with the approval of the AGCO. Rotary Guelph Wellington makes no representations of any kind whatsoever about the reliability of the on- line system used to host Rotary Guelph Wellington's website, any required internet connections required to access Rotary Guelph Wellington's website, or any website on which Rotary Guelph Wellington's website relies to process the sale of Tickets. Rotary Guelph Wellington shall not be liable to any Player for any loss or damage suffered by any person as a result of the improper operation or in accessibility of Rotary Guelph Wellington's website, or any website on which Rotary Guelph Wellington's website relies.

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

1. Persons under the age of 18 years;
2. Employees of the supplier of the Raffle System who are involved with the development and/or support of the Raffle System; and
3. Such other persons designated from time to time as Related Parties by Rotary Guelph Wellington.

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**7.6**

**7.7**

**7.8**

**7.9**

**8.0**

**8.1**

**8.2**

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Rotary Guelph Wellington 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.

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.

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

There are no Early bird prizes in this event

ConnexOntario problem gaming service phoneline (l-866-531-2600)

These Rules are effective as of March 1, 2023 and supersede all previously issued Rules. All Duck ticket purchases are final.

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