



# 5050

## HSBC Canada Sevens 50/50 Official Rules

Class A Raffle License: #129523

License Period: 15-Sep-2021 to 19-Sep-2021

- 1. General:** The HSBC Canada Sevens 50/50 allows fans of Rugby to participate in a fundraising initiative that supports the British Columbia Rugby Union and Thunder Rugby. The License has been issued to British Columbia Rugby Union (the "Licensee") by the Gaming Policy and Enforcement Branch. The Raffle is operated through an electronic system that uses sophisticated hardware and software, supplied by Ascend Fundraising Solutions, for the purchase of tickets and for generating, tracking, storing, and reporting numbers associated with purchased tickets (the "System").
- 2. Bound by Official Rules:** By participating in this Raffle, entrants agree to be bound by these Official Rules and by the decisions of the Licensee, which shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, provincial, and local laws and is void where prohibited.
- 3. Jackpot:** The "Jackpot" shall be the total proceeds from Raffle tickets sold from Wednesday, September 15, until Sunday, September 19, 2021. The amount of the Jackpot will be tracked by the System, and the continuously updated amount will be periodically posted and announced at BC Place during the HSBC Canada Sevens Tournament and, posted online at [bcrugby.com/5050](http://bcrugby.com/5050).
- 4. Allocation of Proceeds:** The Raffle winner will receive a prize equal to fifty percent (50%) of the Jackpot. The other fifty percent (50%), after direct costs of the Raffle, will be equally shared by British Columbia Rugby Union and Thunder Rugby.
- 5. Eligibility:** The Raffle is open only to all persons who are in the Province of British Columbia at the time of entry and who are nineteen (19) years of age or older and otherwise meet the conditions specified in these Official Rules. Notwithstanding the foregoing, the following individuals shall be ineligible to win:
  - a. Contractors of the Raffle;
  - b. Any volunteers involved with the Raffle;
  - c. BC Rugby staff or Board Directors; and
  - d. Thunder Rugby staff or Board Directors.

6. Purchasing Raffle Tickets: All Raffle Tickets may be purchased as follows:

- One (1) Raffle Ticket for \$5.00
- Three (3) Raffle Tickets for \$10.00
- Ten (10) Raffle Tickets for \$25.00
- Twenty-five (25) Raffle Tickets for \$50.00
- One hundred (100) Raffle Tickets for \$100.00

There is no limit to the number of Raffle Tickets an individual may purchase.

Raffle Tickets may be purchased using the following methods:

- a. Online: Available to purchase from Wednesday, September 15 to 5pm on Sunday, September 19, 2021, at [www.bcrugby.com/5050draw](http://www.bcrugby.com/5050draw) and follow the directions to purchase a Raffle Ticket using credit card. All online purchases will receive an email listing all the numbers associated with the purchased ticket and a transaction reference identification number. The email will include a PDF ticket identical to a printed receipt.
- b. In-person at BC Place: Available to purchase from Saturday, September 18 to 4pm on Sunday, September 19, 2021. All in-person ticket purchases will receive a single printed receipt listing all the numbers associated with the purchased ticket and a transaction reference identification number.
- c. All methods of purchase may always not be available. If the system experiences any technical difficulties during the selling of Raffle Tickets or in the event of virus, bugs, unauthorized human intervention, or other causes of corrupt administration, security, fairness, integrity, or proper operation of the Raffle (or any portion thereof), the Licensee reserves the right in its sole discretion to:
  - i. Cancel the Raffle;
  - ii. Suspend the Raffle until the problem can be remedied, whereupon it will resume;
  - iii. Elect to continue in-person sales but suspend online sales and conduct the draw using the entries received in-person at BC Place and those received online prior to the online suspension; or
  - iv. Elect to continue online sales but suspend in-person sales and conduct the draw using the entries received online and those received in-person prior to the in-person sales suspension.

Without limiting the generality of the foregoing, in the event of a cancellation or suspension, the Licensee reserves the right, in its sole and absolute discretion, to elect to identify a winner 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. Selection of Winner: Upon the conclusion of all sales, the Licensee will use the System to randomly generate one winning ticket from among the numbers associated with purchased tickets. The Raffle will be conducted by an Officer of the Licensee and supervised by a second Officer of the Licensee, and the decisions of those persons shall be final and binding. The number of the winning Raffle Ticket will be announced & posted in BC Place at approximately 5:15pm on Sunday, September 19, 2021. The number of the winning Raffle Ticket will be listed on [www.bcrugby.com/5050draw](http://www.bcrugby.com/5050draw) and made available by calling 604-737-3065 during normal business hours.
  
8. Prize Claim: The Prize may be claimed on the day of the draw by going to Guest Services Section 234 or 209 of BC Place. Alternatively, the prize may be claimed within one (1) year of the date of the draw by notifying the Licensee and presenting the winning Raffle Ticket in-person at the Licensee's offices at 2015 Main Street, Vancouver during normal business hours. An online ticket holder may also claim their prize by contacting the Licensee at the email and phone number indicated below.
  - a. Identification of Prize Claimant: The Licensee requires Government-issued photo identification of the Prize Claimant to verify compliance with these Official Rules. The winning ticket must bear the Prize Claimant's name unless the Prize Claimant is in possession of a valid receipt which can be verified as being generated by the System.
  - b. Bearing a minor's name: Ticket purchasers must be 19 years of age or older. If a winning ticket bears a minor's name the prize will be lawfully delivered on behalf of the minor to the minor's parent, legal guardian or trustee.
  - c. More than one ticket holder: A Raffle Ticket may be shared by multiple prize claimants; provided, however, that in the event of a dispute the direct purchaser of the Raffle Ticket will be presumed to be the sole winner. The Licensee will have no responsibility to any other person who claims any interest or right to receive all or any part of the prize associated with a winning ticket.
  - d. Transfer of Raffle Ticket or Prize: Persons who purchase Raffle Tickets may opt to give away their Raffle Tickets to other eligible persons, but in doing so the purchaser waives any claim that they might otherwise have to the prize.
  - e. Re-sale of Raffle Ticket: Persons who purchase Raffle Tickets are not to re-sell their Raffle Tickets to other parties and may not knowingly give Raffle Tickets away to others for the purpose of allowing those other parties to re-sell such Raffle Tickets. All Raffle Tickets which have been resold in violation of these Official Rules shall be void. All individuals who re-sell, purchase or receive Raffle Tickets in violation of these Official Rules are ineligible to participate in the Raffle or win the Prize.
  - f. Transfer of Winning Ticket: A winner may transfer their prize to a third party provided that the following conditions are met:
    - i. The transferee would have otherwise been eligible to enter the Raffle; and
    - ii. The transferee shall be bound by all terms and conditions of these Official Rules that are applicable to the winner.

9. Odds: The odds of winning the Raffle depend on the number of Raffle Tickets purchased.
10. Release of Liability: By entering the Raffle, all entrants agree to:
- Be bound by these Official Rules; and
  - Release Canada Sevens, Rugby Canada, British Columbia Rugby Union, the Ronald McDonald House BC & Yukon, Ascend Fundraising Solutions, BC Place, BC Pavilion Corporation, any event promoter and any presenting partner of the Raffle, 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, damages, losses and liabilities whatsoever arising out of the Raffle. British Columbia Rugby Union will administer the Raffle in good faith and in the best interests of the charitable and non-profit beneficiaries but shall not have any liability in connection with any decisions made in connection with the Raffle. Released Parties:
    - Make no warrant, guaranty or representation of any kind concerning any prize (or portion thereof); and
    - Disclaim any implied warrant.
  - British Columbia Rugby Union's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. Publicity Release: The Winner, by accepting the prize, grants British Columbia Rugby Union and the Released Parties full permission, except where legally prohibited, to use such winner's name, city/town of residence, photograph, voice and/or other likeness, and prize information for advertising, trade, and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide and in perpetuity. Each winner shall execute all documents that British Columbia Rugby Union may require to be signed in connection with this release.
12. Raffle Tickets are Not Tax Deductible: Under current applicable law, amounts paid for chances to participate in Raffles, lotteries or similar programs are not gifts and, therefore, the price of entry does not qualify as a deductible charitable donation.
13. General Conditions: The Licensee reserves the right to modify these Official Rules at any time.
- Tampered or Automated Entries: Entries which are or appear to be tampered with are void. Entries generated by a script, macro or other mechanical or automated means will be void. The Licensee shall be the sole judge of the validity and eligibility of all entries.
  - No Refunds: All Raffle Tickets purchases shall be final, and no refunds or replacements will be issued.
  - Released Parties are not responsible for stolen, lost, or mutilated entries.

- d. Released Parties are not responsible for lost, interrupted, or unavailable network, cable, satellite, server, Internet Server Provider, wireless network, website app, or other connections including those through and/or by any website or app, availability or accessibility or miscommunications or failed computer, satellite, cable or wireless transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures, or difficulties; any error, omission, interruption, defect or delay in transmission, processing, or communication; non-delivery; misdirected, blocked or delayed notifications; printing, typographical or other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the administration of the Raffle, including, without limitation, errors or difficulties which may occur in connection with the administration of the Raffle, the processing of entries, the announcement of the prize or in any Raffle-related materials, or the cancellation or postponement of any game, event or exhibition. 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 utilised in the Raffle. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in the Raffle or downloading materials from or use of the Website.
- e. The Licensee shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Raffle, and to resolve all disputes in its sole discretion.

14. **Governing Law:** The Raffle and these Official Rules shall be subject to and governed by the laws of the Province of British Columbia. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular person or circumstance, is invalid or unenforceable to any extent, then the remainder of these Official Rules shall remain enforceable to the fullest extent permitted by law. The venue for any cause of action arising out of the Raffle or these Official Rules shall be in Vancouver, BC.

For additional information, please contact the Licensee at 604-737-3065 or by email at [ceo@bcrugby.com](mailto:ceo@bcrugby.com).