



#### 1.. **General.**

Tennis Alberta's 50/50 Raffle ("**Raffle**") allows members and supporters of Tennis Alberta to participate in a fundraising initiative that supports the overall growth of tennis in Alberta. The Raffle is operated through an electronic system (the "**System**") that uses sophisticated hardware and software for the purchase of tickets and for generating, tracking, storing and reporting on numbers associated with purchased tickets and operated and maintained by a third-party vendor ("**RallyUp**"). By participating in the Raffle, entrants agree to be bound by these Official Rules and by the decisions of Tennis Alberta ("**TA**"), 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.

#### 2.. **Jackpot**

The "**Jackpot**" for each 5050 Draw shall be the total proceeds from Raffle tickets sold during the time period for that 5050 Draw ("**Raffle Tickets**"). The amount of the Jackpot will be tracked by the System, and the amount will be regularly updated and publicly posted online at [www.tennisalberta.com](http://www.tennisalberta.com) (the "**Website**").

#### 3.. **5050 Prize and Allocation of Proceeds**

The Winner for each 5050 Draw will receive a cash prize (the "**5050 Prize**") equal to fifty percent (50%) of the final Jackpot amount for the particular 5050 Draw. The other fifty percent (50%) of the Jackpot will be retained by TA, and the funds will be used by TA in its sole and absolute discretion, to support various functions as otherwise approved by AGLC Gaming Policy.

The term "Prize" means the 5050 Prize, as the context may be.

#### 4.. **Eligibility.**

The Raffle is open only to persons who are located in the Province of Alberta 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 Prize:

- i. Any person directly involved in or responsible for selecting the Winning Number;
- ii. Employees, interns and Board of Directors of Tennis Alberta;
- iii. Employees, interns and Board of Directors of Tennis Alberta;
- iv. Employees of RallyUp;
- v. Members of the same household, (whether or not related) of any of the above (i - iv).



5.. **Purchasing Tickets & Draw Dates.**

A. **Draw Dates**

The draws (each a "Draw") will take place in accordance with the following periods (each a "Draw Period"):

**Draw Period #1: November 29, 2021**

- Sales Cut-Off: November 28, 2021 @ 22.00 MST
- 5050 Draw Date: November 29, 2021 @ 19.00 MST
- 5050 Draw Announcement: October 8, 2021 @ 17.00

The exact time and dates of the Draws and Draw Periods may be subject to change by TA.

If the System or Payment Processor experiences any technical difficulties during the Raffle, a Draw Period or a Draw or in the event virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Raffle (or any portion thereof), COF reserves the right in its sole discretion to (i) cancel or modify the Raffle, Draw or Draw Period; (ii) suspend the Raffle, Draw or Draw Period until the problem can be remedied, whereupon it will resume. Without limiting the generality of the foregoing, in the event of a cancellation, modification or suspension, COF 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, modification or suspension.

In the event that the System is unavailable at the time a Draw commences or for a substantial portion of the Draw Period, due to technical difficulties or otherwise, COF may elect to cancel or amend the dates for the that Draw or Draw Period.

B. **Purchasing Raffle rickets**

Raffle Tickets will be available for purchase as follows:

- (A) *Online.*



- a. Visit [www.tennisalberta.com](http://www.tennisalberta.com) where the rules and cause of the 50/50 are explained. The button that says "**Click Here to Purchase**" will take you to the purchase portal section of the page.
  - b. In the purchase portal section, you must:
    - i. Confirm your location and eligibility to purchase; agree to the raffle terms and conditions;
    - ii. Select how many Raffle Tickets you wish to purchase;
    - iii. Enter your contact name, email address and other details requested in application form ("**Application Form**") NOTE: The individual listed in this section of the Application Form will be presumed to be the rightful owner of the Raffle Ticket(s). Ensure the contact name matches the name on your government issued identification and you may be required to present this to claim a Prize.
    - iv. Enter credit card & billing information as required by Payment Processor
    - v. Confirm purchase.
  - c. If the transaction is approved, you will receive a confirmation message with order ID on the web page. An email confirmation will be sent to the email address listed in the Application Form, with order ID, product description and payment information.
  - d. A secondary email (shipping confirmation) will be sent including all of the information in the confirmation e-mail along with the Raffle Ticket(s) containing their raffle Number(s). It can take several hours to receive the e-mail shipping confirmation.
  - e. You are required to enter your e-mail address correctly with no errors when purchasing to ensure you receive your Raffle Ticket(s) and should check your spam and junk mail folders if you have not received your ticket(s) by 12:00pm/noon (MST) the day after your Raffle Ticket purchase.
  - f. If you have not received your ticket(s) by 12:00pm/noon (MST) the day following the purchase, it is your responsibility to e-mail [admin@tennisalberta.com](mailto:admin@tennisalberta.com) the day following the purchase to determine if the purchase was completed and if so, request that your ticket(s) be resent.
  - g. You must e-mail from the same e-mail listed in the Application Form used to purchase the Raffle Ticket(s).
  - h. Any emails sent to [admin@tennisalberta.com](mailto:admin@tennisalberta.com) after 12:00pm/noon (MST) the day following the 50/50 Raffle Draw Date to request that their ticket(s) be resent will not be processed.
- (B) Entrants purchasing Raffle Tickets online must fully complete their purchase by entering the required information and using the procedures specified. All Raffle Ticket purchases are subject to and will be treated in a manner consistent with the Website, the third-party "RallyUp" terms of use and privacy policy.
- (C) Individuals are solely responsible for ensuring that they receive the correct ticket denomination and solely responsible for the handling of the purchased ticket after the System has issued the ticket.



#### 6. **Personal Information.**

All personal information, such as name and contact information, required in the Application Form, to enter a Draw or purchase a Raffle Ticket is collected by TA and RallyUP solely for the purposes of administering the Raffle and as otherwise set out herein or on the Website and on the respective websites. Information collected by TA shall not be used by TA for any other purpose without your express consent. By providing this information, you consent to it being used for the stated purposes.

Each Prize claimant acknowledges that TA may, at any time (and from time to time), during the Prize claim process, require certain personal information from the Prize claimant and that the collection of such information (including, in certain circumstances, the Prize claimant's drivers license or Social Insurance Number) is necessary to the proper administration. Any such personal information 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 the Website or other TA platforms for an extended period of time, and for TA internal business purposes. Each Prize claimant further acknowledges that any failure by the Prize claimant to provide TA with such information may prevent TA from paying or awarding all or part of the Prize in the manner contemplated.

#### 7. **Selection of Winning Number**

Upon the conclusion of each Draw Period, the winning Number (the "**Winning Number**") will be selected using a Random Number Generation ("**RNG**") system from all Numbers sold for that Draw. A Draw Announcement will be made by TA at a time and on a platform to be announced by TA on the Website. Immediately after the Draw Announcement, the Winning Number will be listed on the Website.

#### 8. **Prize Claim**

Subject to meeting the requirements set out in this section, the individual listed as the "contact" in the Application Form for the Winning Number for a Draw will be considered the winner of that Draw (the "**Winner**"). Prize claimants who fail to meet all the requirements set out in this section will forfeit the Prize and another Winning Number will be selected.

The prize for the 5050 Draw ("Prize") must be claimed by the Winner, within six (6) month of the applicable Draw, by contacting Tennis Alberta at the email or telephone number indicated below, unless otherwise specified by TA thereafter. Any unclaimed Prizes will be forfeited by the Winner and will be donated by TA to a charity/non-profit organization with the approval of AGLC.

Each Prize claimant must provide TA with all information required by TA and/or provincial gaming regulations to demonstrate they are the Winner and claim the Prize, which may include providing government issued identification. In order to receive the Prize, the Prize claimant will also be required to sign a Declaration and Release ("**Release**") which must be executed and returned to TA no later than five (5) business days after his/her receipt of the Release.

TA reserves the right to satisfy itself as to the validity of any ticket that is presented as a Winning Number, 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



All Prizes will be sent to the Winners via cheque or electronic funds transfer (as determined by TA) within thirty (45) days of TA confirming the prize claimant as the Winner. For security and safety reasons, no cash payments will be made to the Winners.

For groups purchasing a Raffle Ticket together, groups must select one individual to handle the purchase; provided, however, that in the event of a dispute over ownership of the Winning Number, the individual listed in the Application Form for the Winning Number, will be presumed to be the Winner. TA shall 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 Number.

9.. Transfer of Raffle Tickets or Prize

Raffle Tickets are non-transferable. The individual listed as the "contact" in the Application Form will be the presumed owner of the Raffle Ticket. Purchasers of Raffle Tickets may not re-sell their Raffle Tickets to other parties and may not give Raffle Tickets away to others. All Raffle Tickets which have been given away or 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 shall be ineligible to participate in the Raffle or to win a prize.

10.. Release of Liability

By entering into the Raffle, all entrants agree to: (a) be bound by these Official Rules; (b) be bound by the System Provider and Payment Provider Terms and Conditions and (c) release TA, RallyUP and any Draw promoter and any presenting partner of the 50:50 Raffles, and each of their respective partners, subsidiaries and affiliates, together with the owners, employees, officers, directors, sponsors, volunteers 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 or connected in any way to the Raffle. TA will administer the Raffle in good faith and in the best interests of the charitable beneficiaries but shall not have any liability in connection with any decisions made in connection with the Raffle. 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. TA's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11.. Publicity Release

Each Winner, by accepting a Prize, grants TA and the Released Parties full permission, except where legally prohibited, to use such Winner's name, address (city only), image, 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 TA 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 the entry does not qualify as a deductible charitable contribution.

13.. **General conditions**

TA reserves the right to modify these Official Rules at any time. Entries/Raffle Tickets which are or appear to be tampered with are void. Entries/Raffle Tickets generated by a script, macro or other mechanical or automated means will also be void. TA shall be the sole judge of the validity and eligibility of all entries. All Raffle Ticket purchases shall be final, and no refunds or replacements will be issued by TA. Released Parties are not responsible for stolen, lost or mutilated Entries/Raffle Tickets; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), 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 appearing within these Official Rules, in any Raffle-related advertisements, promotions or other materials; or any 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 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 utilized 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. TA 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 Alberta. 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 located in Edmonton, AB.

15.. **Caution**

Any attempt to deliberately damage or interfere with the Website, the System, or any website, email account or social media site 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, TA will disqualify any entrant responsible for the attempt, and TA 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.



For additional information, please contact Tennis Alberta by email [admin@tennisalberta.com](mailto:admin@tennisalberta.com)

