

RAFFLEBOX TERMS OF USE

UPDATED:
JANUARY 20, 2022

Introduction

Rafflebox Technologies Inc. (“**Rafflebox**”, “**we**”, “**us**” or “**our**”) owns and operates the Rafflebox fundraising platform and websites, including www.rafflebox.ca (collectively, the “**Platform**”) that enables our clients, namely non-profits such as schools, minor sports teams and charities (each, a “**Client**”), to create and manage online raffles, sweepstakes and 50/50 fundraisers through the Platform (each, a “**Fundraiser**”). Through the Platform, we also provide the public with opportunities to participate in the Fundraisers that are offered by our Clients.

These Terms of Use (“**Terms**”), together with any services or other similar agreement that you may enter into with us, apply to and govern your access and use of the Platform and the services that we provide on and through the Platform. These Terms incorporate Rafflebox’s Privacy Policy, which explains how we collect, use, disclose and otherwise process your personal information. You can access our Privacy Policy here: www.rafflebox.ca/privacy

1. Void where Prohibited by Law

The Platform and our services may only be used in Canada. If you are located in jurisdiction outside of Canada or where it is forbidden by law to use or access the Platform or the services, you may not use or access the Platform or the services.

[Acceptance of these Terms

Please read these Terms carefully. They constitute a legal agreement between you and Rafflebox. By executing an agreement that references these Terms, or by accessing or using the Platform or our services, you confirm your agreement to accept and be bound by these Terms, as they may be amended from time to time (see below), in relation to your relationship with Rafflebox, both before and after your acceptance of these Terms.

If the individual who accepts these Terms is accepting on behalf of a company or other legal entity, that individual represents that they have the authority to bind that entity and its affiliates to these Terms, in which case the term “you”, “your”, and “yourself” also refers to that entity and its affiliates. If the individual who accepts these Terms does not have that authority, or does not agree with these Terms, that individual and the company or other legal entity they represent must not accept these Terms and may not access or use the Platform or our services.

You acknowledge and agree that we may make changes to these Terms from time to time, for any reason, in our sole and absolute discretion. The most recent version of these Terms will be posted at www.rafflebox.ca/terms. If the changes that we make include material changes that affect your rights and obligations, we will take reasonable steps to notify you of the changes in advance. ***Your continued use of the Platform or our services after we post and/or notify you of any changes to the Terms means that you accept and agree to be bound by the Terms as amended.***

2. Proprietary Rights

Licence to use the Platform and our services. Subject to these Terms, Rafflebox grants you a limited licence to use the features of the Platform and our services in accordance with these Terms. The licence granted is non-exclusive, may not be transferred or sublicensed to any other person or entity, and may be revoked by Rafflebox at any time, in its sole discretion.

Ownership of the Platform and our services. You acknowledge and agree that the Platform and our services, including any and all intellectual property rights in or related to them, are, will be, and will remain the sole and exclusive property of Rafflebox, its affiliates, its licensors, or their respective successors and assigns. Neither these Terms nor your use of the Platform or our services convey or will convey to you any right, title, or interest in or in relation to the Platform or our services, except for the limited licence that is granted to you expressly in these Terms. All rights in and to the Platform, our services, and the intellectual property in and related to them are expressly reserved by their owner(s), except to the extent of the licence expressly granted to you in these Terms.

Ownership of Content. You acknowledge and agree that, except for public domain material and your personal information, all content, information, documents, and material on or that form part of the Platform and our services from time to time (the “**Content**”) are protected by copyright and other laws and are, will be, and will remain the sole and exclusive property of Rafflebox, its affiliates, its licensors, or their respective successors and assigns. All rights in and to the Content are reserved by its owner(s) except to the extent of the limited licence expressly granted to you in these Terms. Other than to the extent expressly authorized in these Terms, you may not directly or indirectly host, store, use, run, reproduce, copy, distribute, display, present, publish, transmit, broadcast, communicate to the public by telecommunication, make available, sublicense, sell, reverse-engineer, decompile, disassemble, merge with other data, translate, modify, or otherwise exploit the Content, in whole or in part, or authorize else to do so, without the express prior written consent of its owner(s).

Ownership of Trademarks. You acknowledge and agree that any and all trademarks, company names, trade names, logos, product names, services names, services marks, certification marks, or other indicia of source that are used by Rafflebox in connection with the Platform or our services (the “**Trademarks**”) are and will remain the sole and exclusive property of Rafflebox, its affiliates, its licensors, or their respective successors and assigns. All rights in and to the Trademarks are expressly reserved by their owner(s). Nothing in these Terms gives you any right or licence to use any Trademark without the express written consent of its owner.

Ownership of Data. You acknowledge and agree that any and all data, performance metrics, analytics, reports, know-how, or other information related to the functionality or performance of the Platform and our services (collectively, “**Data**”), regardless of how, when, or by whom they are created, are, will be, and will remain the sole and exclusive property of Rafflebox, its affiliates, its licensors, or their respective successors and assigns. You further acknowledge and agree that certain Data are an original compilation protected by copyright law, Rafflebox has dedicated substantial resources to collect, manage and compile the Data, and the Data constitute trade secrets of Rafflebox. All rights in and to the Data, and the intellectual property in and related to the Data, are expressly reserved by their owner(s), except to the extent of the limited licence expressly granted to you in these Terms.

User Feedback. Rafflebox welcomes any feedback, comments and suggestions you may have to improve the Platform and our services (“**Feedback**”), either through the Platform or by contacting us directly at support@rafflebox.ca. You hereby grant Rafflebox and its designees a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable licence to host, store, use, run, reproduce, copy, distribute, display, present, publish, transmit, broadcast, make available, and otherwise exploit any Feedback you submit, for any purpose, without further obligation to you. No Feedback will be subject to any obligations of confidentiality and Rafflebox will not be liable for any future use or disclosure of such Feedback.

3. Participating in a Fundraiser

If you choose to participate in a Fundraiser in any manner, including by purchasing a ticket, other form of entry, or opportunity to otherwise participate in the Fundraiser, you as a participant acknowledge and agree that the Client is solely responsible for the management and operation of the Fundraiser in accordance with applicable laws as well as the official rules, terms and conditions and other policies and procedures that may govern the Fundraiser (collectively, the **“Fundraiser Rules”**). Rafflebox does not represent, warrant, or guarantee that the Fundraiser complies with applicable laws or that Rafflebox provides advice to Clients in relation to the operation of any Fundraiser in compliance with applicable laws. Without limiting the generality of the foregoing, you further acknowledge and agree that:

- Rafflebox is not responsible for the operation or management of the Fundraiser and that Rafflebox does in any way warrant or guarantee that the Fundraiser is lawful or that the information provided to participants by the Client about or in connection with the Fundraiser is accurate, true or complete;
- the Platform and our services simply act as conduits that allow Clients to facilitate the operation and management of Fundraisers as well as participation by the public in such Fundraisers (in accordance with these Terms).
- Client is solely responsible for:
 - providing and/or delivering all items, materials, prizes and information associated with a Fundraiser to Rafflebox and/or participants, as applicable, in accordance with terms, conditions and time frames communicated to Rafflebox and/or participants, including as set out in these Terms, the Fundraiser Rules, and in accordance with applicable laws;
 - promptly notifying Rafflebox and all participants, in accordance with these Terms, applicable laws and the Fundraiser Rules, of any delays, cancellations, suspensions, modifications or other changes to the Fundraiser, including in connection with the prize(s) to be awarded, the requirements for entry or participation, the timelines for entry, participation, or the awarding of prizes, the delivery or awarding of prizes, and any other material aspect of the Fundraiser;
 - responding to questions, inquiries, concerns, complaints, feedback and other communications from participants in connection with the Fundraiser in a prompt, accurate, and reasonably detailed manner, in accordance with all applicable laws;
 - complying with all applicable laws, these Terms, and the Fundraiser Rules at all times, including all laws relating the collection, use, disclosure and processing of personal information; and
 - issuing or causing the issuance of refunds or credits to participants as required in accordance with applicable laws and the Fundraiser Rules.

4. Purchases and Payments

Our Platform allows you to make purchases in connection with your participation in Fundraisers. For any purchase made on or through our Platform, payment processing services are provided by Stripe Inc. (**“Stripe”**). In connection with the processing of your payments, Stripe may contact you directly and request that you provide your personal and payment information directly to Stripe in connection with the processing of your payments. You can find Stripe’s terms

and conditions here: <https://stripe.com/en-ca/privacy> As a condition to Rafflebox enabling you to make purchases on and through the Platform and our services, you agree to provide Rafflebox and Stripe with accurate and complete payment and billing information. You acknowledge and agree that service fees, credit card fees, and other third-party processing fees may apply to your purchases.

When you make a purchase or payment on or through the Platform, you agree to pay, and authorize Stripe to charge you using your selected payment method and payment plan, for all applicable fees and taxes that accrue in relation to your payment. All fees are non-refundable, except as required by law. Rafflebox is not responsible for charges or foreign exchange rates applied by Stripe, your credit card company and/or financial institution.

You further acknowledge and agree that Rafflebox is not responsible for the performance of Stripe or any other payment processing services or any other third-party services relating to any of your purchases made through our Platform or services.

User Content

By submitting, posting, uploading, transmitting or otherwise sending any communications, content, information, documents or other materials to us on or through the Platform or our services (collectively, “**User Content**”), you hereby grant to Rafflebox and its affiliates a non-exclusive, worldwide, perpetual, irrevocable, free, royalty-free, sublicensable, transferable right and license to host, store, use, run, reproduce, copy, distribute, display, present, publish, communicate to the public, perform, transmit, broadcast, make available, and otherwise exploit in any way such User Content, including all copyrights and other intellectual property rights therein and thereto, in whole or in part, in any format or media now known or later devised, for or in connection with the Platform, our services, and the business, commercial, and promotional purposes of Rafflebox and its Clients, including providing our services to users of the Platform and Clients.

5. Disclaimers

Content and User Content

Rafflebox does not guarantee the accuracy, quality, appropriateness, or fitness for any purpose of any content transmitted on or through the Platform or our services, including in connection with any Fundraiser or any User Content associated with any Fundraiser. You acknowledge that the Platform and our services simply act as conduits for facilitating the operation and management of Fundraisers as well as participation by the public in such Fundraisers, in accordance with these Terms. You further acknowledge and agree that all User Content posted on, transmitted through, or linked through the Platform or our services is the sole responsibility of the user from whom such User Content originated. For greater certainty, and without limiting the generality of the foregoing, you acknowledge and agree that:

- Rafflebox reserves the right to review and delete any content (including User Content) at any time, in its sole discretion, for any reason, including that, in Rafflebox’s sole judgment, such content violates these Terms;
- Rafflebox has no obligation to screen, preview, censor or alter any content;
- by using the Platform and services, you may be exposed to content that is inaccurate, misleading or offensive; and
- you must evaluate and make your own judgment, and bear all risks associated with, the use of the Platform and our services.

By using the Platform and our services, you agree that it is solely ***your responsibility*** to evaluate the risks associated with the use, accuracy, usefulness, completeness, and appropriateness of the Platform, our services, and the content they may contain, or to which they may provide or facilitate access, from time to time. Under no circumstances will Rafflebox be liable to you in any way for any content, including but not limited to any User Content relating to any Fundraiser, that contains any errors, omissions, defamatory statements, or confidential or private information (including personal and health information), for any loss or damage of any kind incurred as a result of the use of any content created, submitted, accessed, transmitted, or otherwise made available on, through or in association with the Platform or our services, or for the removal of any content from the Platform or our services for any reason. For clarity, and without limiting the generality of the foregoing, you acknowledge and agree that the inclusion of any User Content on or through the Platform and our services does not imply Rafflebox's endorsement of such User Content or associated Fundraiser and that Rafflebox does not make any claim as to the accuracy or legality of the Fundraiser or any User Content.

Advertising

Linked Websites

The Platform or our services may provide links to third-party websites, including to the websites and social media platforms of our Clients, for your convenience only. Rafflebox is not responsible for those websites and the inclusion of these links does not imply that Rafflebox neither monitors or endorses them. Please be aware that these third-party websites are governed by separate terms and conditions and privacy policies. We encourage you to be aware when you click these links and leave our Platform. Your use of these third-party websites is at your own risk. ***Rafflebox is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of or reliance upon any information, opportunities, content, goods, or services available on or through any third-party websites or linked resources.***

6. Availability, Security, Monitoring, and Investigations

Availability

Rafflebox does not promise that the Platform or availability of our services will be uninterrupted, secure or error-free. We reserve the right to interrupt or suspend access to the Platform or the availability of our services, or any part thereof, with or without prior notice for any reason and you will not be entitled to any refund of fees or other compensation for any such interruption or suspension.

You are solely responsible, at your own expense, for obtaining and maintaining all Internet access, computer hardware, and other equipment and services needed to access and use the Platform and our services.

Rafflebox updates the information on the Platform and in our services periodically. However, Rafflebox cannot guarantee or accept any responsibility or liability for the accuracy, currency, or completeness of that information. Rafflebox may revise, supplement or delete information, User Content, and services or resources contained on the Platform or included in our services and reserves the right to make such changes without prior notification to past, current, or prospective users.

Security

Rafflebox is not responsible or liable for any software, computer viruses, or other destructive, harmful, or disruptive files or programs that may infect or otherwise affect the use of your computer equipment or other property on account of your access to or use of the Platform or the services or your downloading or otherwise acquiring any content, User Content or other Materials (as defined below) or information from the Platform or through our services. Rafflebox recommends that you install appropriate anti-virus and other protective software.

Monitoring

We may monitor any activity on the Platform to ensure compliance with these Terms. ***Please note that we do not make any representations, warranties or guarantees that (i) this Platform, or any content thereon, will be monitored, (ii) apparent statements of fact will be authenticated, or (iii) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with these terms or applicable law.***

Investigations

You agree that Rafflebox may use all information (including personal information), materials, and records relating to your access and use of the Platform and our services to investigate complaints or allegations of your or any third-party's (i) breach of these Terms, (ii) infringement of our rights or any third-party's rights; or (iii) any unauthorized use of the Platform or our services. Rafflebox does not intend to disclose the existence or occurrence of any such investigation unless required by law or if requested by law enforcement officials.

7. Restrictions, Obligations and Code of Conduct

While using the Platform or our services you agree to comply with these Terms and all applicable laws, rules, and regulations. We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the Platform and our services. In addition, you agree that you will not:

- attempt to access another user's account, including, without limitation, by attempting to use another user's credentials to create an account on the Platform unless you are expressly authorized to do so;
- use the Platform or our services for a commercial purpose or for the benefit of any third-party in a manner that is not permitted by these Terms;
- reverse-engineer, disassemble, or otherwise attempt to discover the source code to the Platform or our services;
- remove any proprietary notices, labels, or other rights management information from the Platform or our services;
- transmit or disseminate any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, or other form of solicitation through the Platform or our services;
- collect, store, or attempt to collect or store from the Platform or our services any personal information of other users without their express permission;
- impersonate or misrepresent your qualifications or your affiliation with any person or entity;

- mirror or frame any part of the Platform, our services, or any of the content they contain, without our express prior written consent or as expressly permitted by these Terms;
- use any robot, spider, site search or retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine", or otherwise reproduce or circumvent the navigational structure or presentation of the Platform or our services, without our express prior written consent;
- violate any applicable law or regulation;
- engage in any conduct which we, in our sole discretion, deem to be detrimental to our interests, including, without limitation, acting or failing to act in a manner contrary to these Terms, or intentionally interfering with the Platform, our services, or our computer systems; or
- encourage or enable any other individual to do any of the above.

Engaging in prohibited conduct constitutes a breach of these Terms and may subject you to civil liability or criminal prosecution under applicable laws. Rafflebox reserves the right to investigate and/or terminate your account, without a refund of any purchases or settlement of any outstanding accounts, if you have violated these Terms, misused the Platform, our services, or any User Content or Materials they contain, or acted in a manner that Rafflebox regards as inappropriate or unlawful.

8. General Disclaimer and Limitation of Liability

*The Platform, our services, Data, all Content, User Content, and any and all other content, information, and other materials available through the Platform (collectively, the "**Materials**") are provided "as is", "where is" and "with all faults", without express or implied representation, warranty, or condition of any kind. To the maximum extent permissible under law, Rafflebox disclaims all representations, warranties, and conditions, express or implied, including but not limited to implied representations, warranties, or conditions of merchantability or fitness for a particular purpose. Rafflebox does not represent or warrant that the Platform, our services, the Content, the User Content, or the Materials will meet your requirements or that their use will be uninterrupted or error-free.*

You assume all responsibility and risk for use of this Platform, our services, Content, User Content and the Materials, including without limitation any of the information contained therein.

You assume all responsibility and risk in connection with your management or operation of and/or participation in any Fundraiser, as the case may be.

*In no event will Rafflebox, any of its parents, subsidiaries, affiliates, or their respective directors, officers, employees, shareholders, investors, partners, principals, agents, employees, staff, contractors, successors, licensees, or assigns (together, the "**Rafflebox Parties**") be liable for any incidental, indirect, punitive, exemplary, consequential, or other similar damages whatsoever, or for any damages for loss of profits, loss of revenues, or loss of information, arising under or out of these Terms, including without limitation, your use of, reliance upon, access to, or exploitation of the Platform, our services, Data, any Content, User Content or Materials, or any part thereof, or any rights granted to you hereunder, even if the Rafflebox Parties have been advised of the possibility of such damages, whether the action is based on contract, tort (including negligence and misconduct), infringement of intellectual property rights, or otherwise.*

In any event, the Rafflebox Parties' total maximum aggregate liability under these terms or in connection with the use or exploitation of any or all part of the Platform, our services, Data, or any Content, User Content or Materials, in any manner whatsoever, will be limited to Five Canadian Dollars (\$5.00 CAD).

The Rafflebox Parties do not assume any risks beyond those expressly stated in these terms.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Rafflebox Parties from and against any claim, loss, obligation, demand, damage, cost, liability, or expense (including legal fees and disbursements) they may incur, directly or indirectly, arising from (i) your use of or access to the Platform or our services; (ii) your violation of any term of the Terms; (iii) your violation of any third-party right, including any intellectual property, property or privacy right; or (iv) any claim that your User Content caused damage to a third-party. This defense and indemnification obligation will survive these Terms and your use of the Platform and/or our services.

10. Governing Law

These Terms are governed by the laws of Ontario and the federal laws of Canada applicable to contracts made and performed entirely within Ontario. Any dispute arising under these Terms will be resolved by the courts located in Toronto, Ontario, which you agree will have jurisdiction over any such dispute.

11. Copyright Dispute Policy

If you believe that material or content that resides or is accessible on or through the Platform or our services infringes a copyright, please send a notice of claimed infringement to Rafflebox, either by email at support@rafflebox.ca or by mail to the following address: 2703 43 ST SW, Calgary AB, T3E3N4. The notice should contain the following information:

- contact information about the claimant, including name, mailing address, and other particulars required to communicate with the claimant;
- identification of the work or other subject matter to which the claimed infringement relates;
- a description of the claimant's interest or rights in or to the work or other subject matter;
- identification of electronic location of the infringing material to which the claimed infringement relates, with sufficient detail so that Rafflebox is capable of finding and verifying its existence;
- the date and time of the commission of the claimed infringement; and
- any other information that may be prescribed under applicable laws.

The notice may not contain any of the following:

- an offer to settle the claimed infringement;
- a request or demand, made in relation to the claimed infringement, for payment or for personal information;
- any reference, including by way of hyperlink, to such an offer, request, or demand; or

- any other information that may be prescribed under applicable laws or regulations.

If the notice is not compliant with these requirements, Rafflebox will have no legal or other obligation to take any action in relation to the claimed infringement.

If a proper *bona fide* infringement notice is received in accordance with these Terms, it is Rafflebox's policy to remove or disable access to the infringing material; notify the user that posted, submitted or uploaded the subject content that Rafflebox has removed or disabled access to the material; and where Rafflebox deems appropriate, discipline repeat offenders, in accordance with applicable laws, by suspending or terminating the offender's access to or use of the Platform, our services, and the User Content and Materials they contain, in whole or in part.

12. Termination and Suspensions

Rafflebox may, at any time and from time to time, without notice, suspend or terminate your access or right to use to the Platform or our services if Rafflebox determines, in its sole discretion, that

- you have violated or otherwise breached these Terms;
- any information provided by you is untrue, inaccurate, not current, or incomplete; or
- you, or any other parties, are obtaining unauthorized access to the Platform, our services, any User Content or Materials, or any other systems or information of Rafflebox.

A suspension may be for such period of time as Rafflebox considers necessary to permit the thorough investigation of the conduct at issue.

You agree that, upon the suspension or termination of your access or right to use the Platform or our services, you will immediately cease and desist from all use of the Platform and our services unless and until access is restored by Rafflebox.

13. Miscellaneous

You may not assign, transfer, sublicense, or convey these Terms, including any rights granted by Rafflebox and obligations assumed by you, except with Rafflebox's prior written consent. We may assign, transfer, sublicense, or convey these Terms, and our rights and obligations under them, to any third party without notice to you.

No waiver of satisfaction of a condition or non-performance of an obligation under these Terms is effective unless it is in writing and signed by the party granting the waiver or that party's authorized representative. Unless expressly granted in writing and signed by the party granting the waiver or that party's authorized representative, no waiver will extend to any subsequent non-satisfaction of a condition or non-performance of an obligation under these Terms, whether or not of the same or similar nature to that which was waived. No waiver will affect the exercise of any other rights or remedies under these Terms. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will affect further exercise of any right or remedy.

The headings used in these Terms and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

These Terms, together with any (i) additional terms and conditions presented to you at the time of your use of the Platform or our services, and/or (ii) separate written agreement between you and Rafflebox, constitute the entire agreement between you and Rafflebox in connection with your access to and use of the Platform and our services. There are no representations, covenants, or other terms other than those set out thereunder.

14. Questions, Concerns, and Suggestions

If you have any questions, concerns or suggestions regarding the Platform, our services, or these Terms, please contact us at: info@rafflebox.ca