

THE STINGRAY RAFFLE

Official Terms and Conditions of Participation

The Stingray Raffle (the “Raffle”) is a fundraising raffle staged by Caymanians First Charitable Foundation, a foundation company registered as a non-profit organisation under the Non-Profit Organisations Act (As Revised) (NPO registration no. NP-721), of P.O. Box 31910, Regus, 20 Genesis Close, George Town, Grand Cayman KY1-1208, Cayman Islands (the “Stager”), being a voluntary association staging a raffle to raise funds for its own programmes within the meaning of section 2A(1)(b) of the Gambling Act (As Revised). By reason of that section, the Gambling Act (As Revised) does not apply to the Raffle. No licence or permission is issued or required in respect of a raffle falling within that exception, and the Raffle is conducted so as to remain within it at all times.

The Raffle is staged by the Stager alone. The Stager approves these Terms and Conditions (these “Terms”, referred to in the other programme documents as the “Official Rules”), owns all Proceeds, authorises each Draw, confirms each winner and awards and pays every Prize. Administrative, ticketing, draw and settlement services are supplied to the Stager by Stingray Raffle Ltd of 38 Godfrey Nixon Way, George Town, Grand Cayman, Cayman Islands (the “Operator”), and promotional services are supplied by Stingray Media Ltd of 38 Godfrey Nixon Way, George Town, Grand Cayman, Cayman Islands (the “Promoter”), in each case on the Stager’s behalf and under an arm’s-length services agreement. Neither the Operator nor the Promoter stages the Raffle, and neither has any ownership or beneficial interest in the Proceeds, any Prize or any surplus of the Raffle.

All Proceeds of the Raffle belong to the Stager and are applied as described in clause 2 of these Terms.

By acquiring a Ticket and entering into the Raffle, each participant in the Raffle (an “Entrant”) irrevocably accepts and agrees to be bound by these Terms. If you do not agree to the Terms, do not participate in the Raffle. Each Entrant must confirm acceptance of these Terms at the point of purchase or, in the case of a Ticket registered online, at the point of registration, and completion of that acknowledgement is a condition of entry into a Draw (that acceptance including the proof of win condition in clause 5.1(e), which every Entrant accepts as a term of participating in a public raffle). A Vendor accepts and is bound by these Terms by entering into its Vendor Agreement.

1. DEFINITIONS

1.1 In these Terms:

“**Announcement Date**” means the date on which the Stager (acting through the Operator) first publicly announces the Winning Ticket for a Draw;

“**Claim Period**” means the period of thirty (30) calendar days beginning on (and including) the Announcement Date;

“**Complimentary Newspaper**” means the physical print copy of The Caymanian Journal (the “Newspaper”) provided free of charge with each Ticket sold through a Vendor, or the digital edition of the Newspaper provided free of charge with each Ticket sold through the Digital Channel;

“**Digital Channel**” means the web purchase flow through which a person may purchase a Ticket online and receive a digital edition of the Newspaper, as described in the Raffle Services Agreement;

“**DPA**” means The Data Protection Act (2021 Revision);

“**Draw**” means a weekly prize draw conducted under these Terms;

“**Eligible Ticket**” means a Ticket that has been sold to an Entrant at the Ticket Price and validly registered for a Draw before the published cut-off, and does not include any ticket number or

serialised ticket label that has not been issued and registered to an Entrant or a Vendor, or that has been voided;

“Entry Number” means the unique raffle number borne by a Ticket;

“Ineligible Person” means a person who is not eligible to win a Prize under clause 3.2 of these Terms;

“Holder Prize” means, for each Draw, the base prize determined by the Stager for that Draw under clause 10.2 (being ten thousand Cayman Islands dollars (CI\$10,000) unless the Stager determines otherwise for that Draw) plus any Rollover Amount, the whole being a fixed sum which is determined and published under clause 7.4 of these Terms before entries open for that Draw and which does not thereafter vary by reference to the number of Tickets sold or to the Proceeds of that Draw;

“Prize” means a Holder Prize or a Vendor Prize (as appropriate);

“Promoter” has the meaning given above;

“Proceeds” means all amounts paid for Tickets;

“Qualifying Copy” means the Complimentary Newspaper provided with the Winning Ticket;

“Rollover Amount” means any forfeited Holder Prize carried forward under clause 7.4 of these Terms;

“Ticket” means a uniquely numbered electronic raffle ticket issued by the Operator, on the Stager’s behalf, to an Entrant’s verified Stingray Media ID account upon registration of a purchase made through a Vendor (whether by scanning the Vendor’s designated code (the “Vendor QR”) or the serialised ticket label (a “Ticket Sticker”) affixed to the Complimentary Newspaper, as those terms are used in the Vendor Agreement) or through the Digital Channel and includes a Vendor Ticket (as defined below);

“Ticket Price” means, for each Draw, the price of a Ticket determined by the Stager for that Draw under clause 2.1 (being CI\$10.00 unless the Stager determines otherwise for that Draw) and published before entries open for that Draw or, in the case of a Vendor Ticket (as defined below), services provided by the Vendor under the Vendor Agreement;

“Vendor” means an authorised store vendor or field vendor (a “Store Vendor” or a “Field Vendor” respectively, as categorised in the Vendor Agreement, and including a vendor in the transportation sector) enrolled by the Operator on the Stager’s behalf and recorded by the Operator as the seller of a given Ticket, identified where the Vendor so requests by store location, cashier or other designation recorded at enrolment; no Vendor is recorded, and no Vendor Ticket is issued, in respect of a Ticket sold through the Digital Channel;

“Vendor Agreement” means the agreement, in the form approved by the Stager and entered into by the Operator on the Stager’s behalf (with a right for the Operator to novate or assign it to the Stager or to another person as provided in it), under which a Vendor is appointed as the Stager’s agent to sell Tickets and to hold and remit Proceeds;

“Vendor Consideration” means the distribution and collection services provided by a Vendor under its Vendor Agreement, being the whole of the consideration given by the Vendor in exchange for its Vendor Ticket;

“Vendor Prize” means, for each Draw, the prize determined by the Stager for that Draw under clause 2.1 (being two thousand Cayman Islands dollars (CI\$2,000) unless the Stager determines otherwise for that Draw) and published before entries open for that Draw, awarded to the Vendor whose Vendor Ticket bears the Entry Number of the Winning Ticket for that Draw, as provided in clause 8 of these Terms;

“Vendor Ticket” means a Ticket issued to a Vendor in respect of each Eligible Ticket it sells to an Entrant (referred to in the Vendor Agreement as a “Vendor Entry”), in consideration of, and in exchange for, the services provided by the Vendor under a Vendor Agreement; and

“Winning Ticket” means the Ticket whose Entry Number is drawn as the winner of a Draw, including in any repeated selection under clause 3.6 of these Terms.

2. THE TICKET, THE COMPLIMENTARY NEWSPAPER, AND THE PROCEEDS

- 2.1 Entry into a Draw is made by acquiring a Ticket in accordance with these Terms. An Entrant may acquire a Ticket at the Ticket Price during the entry window stated for the relevant Draw. Each Ticket entitles the holder to participate in the corresponding Draw only. Tickets must be sold at the Ticket Price exactly — neither more nor less. The Stager may, in its sole discretion, determine the Ticket Price, the base Holder Prize and the Vendor Prize for each Draw in any combination it considers appropriate (for example, a Ticket Price of CI\$5.00 with a base Holder Prize of CI\$5,000 and a Vendor Prize of CI\$1,000), provided that the Ticket Price, the base Holder Prize and the Vendor Prize for a Draw are each determined and published before entries open for that Draw and do not thereafter change for that Draw. For every Ticket sold by a Vendor and registered for a Draw, a Vendor Ticket bearing the same Entry Number is issued to that Vendor in exchange for the Vendor Consideration. A Vendor Ticket is not a separate entry in the Draw pool and does not alter the chance of any Eligible Ticket being drawn in the relevant Draw. No limit applies to the number of Tickets an Entrant may acquire, through any channel. A Ticket, once issued, is not refundable or cancellable. Where the same purchase, receipt or serialised ticket label is submitted for registration more than once, only the first valid registration gives rise to a Ticket.
- 2.2 The Ticket Price is paid wholly and exclusively for the Ticket. The copy of the Newspaper accompanying each Ticket is a Complimentary Newspaper: it is provided free of charge, and no part of the Ticket Price is consideration for the Newspaper or for any goods other than the Ticket. The Newspaper is not sold in any channel and no paid newspaper product is offered as part of the Raffle. No loyalty points, rewards or other benefit under any programme operated by the Promoter or its affiliates (including Stingray Rewards) accrue by reason of the purchase of a Ticket, and the Raffle is not a promotion of any such programme.
- 2.3 One hundred percent (100%) of the Ticket Price of every Ticket sold constitutes Proceeds of the Stager's charity raffle. Proceeds are collected by Vendors solely as agents for the Stager, are held on trust for the Stager from the moment of receipt, and are remitted by each Vendor directly to a bank account in the Stager's own name in full, without deduction or set-off of any kind; Proceeds of Tickets sold through the Digital Channel are settled by the payment processor directly to that account. The Operator has view-only administrator access to that account for the purposes of reconciliation and reporting and, save as provided in this clause, has no authority to receive, hold or disburse Proceeds. If for any reason the Stager is unable to receive Proceeds directly into that account, the Stager may direct in writing that Proceeds be remitted instead to a segregated account designated by the Stager and held in the Operator's name solely as trustee for the Stager; Proceeds so remitted are held by the Operator on trust for the Stager, are not the Operator's property or available to its creditors, may not be applied to any purpose other than transfer to the Stager, and shall be transferred to the Stager in full, without deduction or set-off, as soon as the Stager is again able to receive them. Remittance in accordance with such a direction satisfies a Vendor's remittance obligation for the purposes of clause 8.1. The Prizes (including Vendor Prizes) and the service fees of the Operator and the Promoter are borne by the Stager as costs of staging the Raffle; no fee or other payment is made to a Vendor for the Vendor Consideration, the Vendor Ticket being the whole of what the Vendor receives for it; Vendors receive no fee, commission, reward or other compensation contingent on the outcome of any Draw, and no amount is deducted

from the Ticket Price at the point of sale; net proceeds are applied to the Stager's own charitable programmes.

- 2.4 The Raffle is staged exclusively to fundraise for the Stager's own charitable programme(s), and is structured so as to generate net proceeds in excess of the cost of staging the Raffle. Any surplus generated will be applied to the Stager's own charitable programme(s) and will not be distributed for private gain, retained by the Operator or the Promoter, or applied otherwise than to those programmes. The Stager will review the cost of staging the Raffle against its Proceeds at least quarterly, and will suspend or restructure the Raffle if it ceases to be capable of generating a net surplus for those programmes. The Stager may, in accordance with its Non-Profit and Community Support Policy and by resolution of its board, apply the net proceeds of a designated Draw by way of grant to another organisation registered under the Non-Profit Organisations Act (As Revised); any such grant is made by the Stager out of its own funds after receipt of the Proceeds, is not a fee or cost of the Raffle, and does not alter the Stager's position as the sole person staging the Raffle.
- 2.5 Draws shall take place weekly on Wednesday at 8:00 a.m. (Cayman Islands time) or such other date and time as the Stager (acting through the Operator) may announce on the Stager's behalf. Only Eligible Tickets are entered into a Draw. For the avoidance of doubt, a ticket number or serialised ticket label that has not been issued and registered to an Entrant or a Vendor before the published cut-off, or that has been voided, is not entered into any Draw, and all such ticket numbers are retired and excluded from the Draw pool before the Draw takes place. Following the closing of the entry period, the Winning Ticket is selected at random from the Eligible Tickets by the Operator, on the Stager's behalf, under the supervision of the Stager and an independent observer. Each Draw is conducted by a configured random selection method, which alone determines the result. That method is configured so that every Eligible Ticket has an equal chance of selection, and the configuration is recorded and made available to the independent observer. The number of entries in the Draw pool for a given Draw is the number of Tickets sold and registered for that Draw.
- 2.6 The Entry Number belongs to the Ticket. Proof of the ticket record for the Winning Ticket held on the Operator's platform under the Claimant's Stingray Media ID account, supported by the verification requirements in clause 5 of these Terms, is the sole means of establishing entitlement to a Holder Prize. Screenshots, photocopies or other reproductions of a ticket record, and any Qualifying Copy or Ticket Sticker that is damaged beyond verification, are not valid.
- 2.7 Entitlement to a Vendor Prize arises automatically when the Entry Number of a Vendor Ticket is drawn as the Winning Ticket, and is established from the result of the Draw and the Vendor records maintained by the Operator under the Raffle Services Agreement, as provided in clause 8 of these Terms.

3. ELIGIBILITY

- 3.1 The Raffle is only open to: (a) natural persons aged eighteen (18) years or over at the time of purchasing the Ticket; and (b) in respect of a Vendor Ticket, Vendors that have been issued a Vendor Ticket in exchange for their Vendor Consideration. No requirement to be resident in, or to hold an address in, the Cayman Islands applies to entry through any channel, and no limit applies to the number of Tickets a person may acquire through any channel or in respect of any Draw.
- 3.2 The following persons (each an "Ineligible Person") are not eligible to win a Prize: (a) every director, officer and employee of the Operator, the Promoter and each of their affiliates, including every company in the Stingray Media group; (b) every director, supervisor, officer and employee of the Stager; (c) any other person engaged by the Stager or the Operator in the conduct or administration of a Draw, other than a Vendor acting solely in that capacity; and (d) the spouse or partner, parent, child, brother or sister of any person in (a) to (c) above, and any other member of that person's immediate household. A Vendor is not an Ineligible Person by reason only of being a

Vendor. Any Ticket held by an Ineligible Person is not an Eligible Ticket, and no Vendor Ticket is issued in respect of it. The Stager (acting through the Operator) may disqualify an Ineligible Person at any time, including after a Draw, and clause 3.6 of these Terms then applies.

- 3.3 The Stager may require reasonable proof of age and identity.
- 3.4 A Vendor is entitled to a Vendor Prize where the Entry Number of its Vendor Ticket is drawn as the Winning Ticket, as provided in clause 8 of these Terms. A Vendor, and any owner or member of staff of a Vendor, may also claim a Holder Prize on the same terms as any other Entrant, provided that: (a) any Ticket purchased by a Vendor from its own allocation must be registered as sold, and the Ticket Price remitted, before the published cut-off for the Draw in the same manner as any other Ticket sale; and (b) a Vendor may not itself give the confirmation of the selling Vendor referred to in clause 5.1(b) of these Terms in respect of a Ticket it has purchased.
- 3.5 A Ticket may be purchased through the Digital Channel only by a natural person aged eighteen (18) years or over who holds a verified Stingray Media ID account in their own name (verified by email address and mobile number) and who pays with a payment card in their own name. Each person may hold only one Stingray Media ID account, and an email address and a mobile number may be registered to only one account at any time; Tickets held under duplicate accounts are void. A Ticket purchased through the Digital Channel is issued only once payment has been received, and is void if the payment is subsequently reversed or charged back. For the avoidance of doubt, no residence or address requirement applies to the Digital Channel or to any other channel. It is the Entrant's responsibility to ensure that participation is lawful where the Entrant is located, and the Stager may refuse or void any Ticket where it is not.
- 3.6 Where, after the Winning Ticket for a Draw has been selected or announced, the Stager (acting through the Operator) determines that the holder of the Winning Ticket is an Ineligible Person, that person is disqualified from the Draw, no Prize is awarded on that Ticket, and the Ticket is treated as having never been an Eligible Ticket (so that no Vendor Ticket arises in respect of it). The Stager will then repeat the random selection under clause 2.5 of these Terms from the remaining Eligible Tickets for that Draw, under the supervision of the independent observer, and the Ticket so selected is the Winning Ticket for that Draw for all purposes, including the Vendor Prize. The Stager will publish the result of the repeated selection in the manner described in clause 4.1 of these Terms, and the Claim Period for that Draw runs from that publication. Where the Stager determines that a Vendor holding the Vendor Ticket for the Winning Ticket is an Ineligible Person, the Holder Prize is unaffected, no Vendor Prize is awarded for that Draw, and the amount of the Vendor Prize is retained by the Stager and applied to its own charitable programmes.

4. ANNOUNCEMENT OF WINNERS

- 4.1 The winning Entry Number for each Draw will be announced in the Newspaper and/or through the Promoter's channels (including print, website, social media, and radio), including the weekly radio announcement on Wednesday mornings, on the Announcement Date, in each case on the Stager's behalf and in the wording the Stager approves. It is the Entrant's sole responsibility to check whether they hold the Winning Ticket. Neither the Stager nor the Operator has any obligation to identify, locate, or contact the holder of a Winning Ticket. The Stager will, however, publish the winning Entry Number and the date on which the relevant Claim Period expires on each occasion on which the result of a Draw is announced. The Operator will notify the Vendor holding the Vendor Ticket for the Winning Ticket, using the contact details recorded in its Vendor Agreement, within three (3) calendar days of the Announcement Date, but a failure to do so does not extend the Claim Period.

5. CLAIMING A HOLDER PRIZE — MANDATORY VERIFICATION

5.1 To claim a Holder Prize, the holder of the Winning Ticket (the “Claimant”) must physically present themselves to the Operator at its offices at 38 Godfrey Nixon Way, George Town, Grand Cayman within the Claim Period and must satisfy each of the following requirements:

- (a) **Proof of identity:** a valid, unexpired government-issued photographic identification document (passport, driver’s licence, or voter’s card) in the Claimant’s own name, matching the name registered to the Stingray Media ID account under which the Winning Ticket was issued;
- (b) **Proof of purchase:** evidence that the Claimant purchased the Winning Ticket (including, without limitation, a receipt, electronic payment record, or written or oral confirmation of the selling Vendor, as the Operator may accept in its reasonable discretion);
- (c) **The ticket record and the newspaper:** the Winning Ticket as recorded on the Operator’s platform under the Claimant’s Stingray Media ID account, accessed under the account credentials under which it was issued, together with the Qualifying Copy presented for authentication (and, where the Winning Ticket bears a Ticket Sticker affixed by a Field Vendor, surrendered to the Operator for retention) or, where the Ticket was issued through the Digital Channel, the digital edition record;
- (d) **Verification record:** The Claimant shall present the proof of identity, the proof of purchase, the ticket record and (where applicable) the Qualifying Copy, for inspection, and shall permit the Operator to take a single verification photograph recording the Claimant together with those items. No verification photograph shall be taken where the Operator is able to verify the claim without recording an image. A verification photograph is taken and retained solely for the purposes of verifying the claim, preventing fraud and audit, is not a Proof of Win Photograph, and shall not be published or used for any publicity or promotional purpose. A verification photograph is treated as a copy of an identification document for the purposes of clause 9.3 of these Terms, and is retained and destroyed accordingly. The Proof of Win Photograph and Proof of Win Recording are dealt with separately in clause 6 of these Terms; and
- (e) **Proof of win:** the Claimant’s written consent under clause 6.3 to a photograph (a “Proof of Win Photograph”), and at the Stager’s option a video recording (a “Proof of Win Recording”), showing the Claimant holding the copy of the Newspaper for the edition to which the Winning Ticket relates, for use in accordance with clause 6.1. Participation in that photograph or recording is a condition of the award of a Holder Prize.

Public announcement of each winner, by name and image with the winning edition of the Newspaper, is an integral feature of the Raffle: it demonstrates to Entrants, to Vendors and to the public that the Prizes are truly awarded to real people, and it preserves the integrity of, and public confidence in, the Raffle and the Stager. Every Entrant accepts that feature as a term of entry when acquiring a Ticket.

- 5.2 Failure or refusal to satisfy ANY of the requirements in clause 5.1 of these Terms, in the Stager’s reasonable determination (acting on the Operator’s verification report), invalidates the claim in its entirety, and no Holder Prize will be awarded in respect of it. The Stager’s decision on the authenticity of any ticket, copy, document, or claim is final.
- 5.3 A Holder Prize will be released only upon successful completion of all verification steps in clause 5.1 of these Terms. Where the Operator requires additional time to authenticate a claim submitted within the Claim Period, the claim is treated as made in time. Personal attendance is required in every case, including where the Winning Ticket was purchased through the Digital Channel; no

claim may be made by post, by agent or remotely, and the costs of attending are the Claimant's own.

6. PROOF OF WIN PHOTOGRAPH AND PUBLICITY

- 6.1 As a condition of the award of a Holder Prize under clause 5.1(e), the Claimant shall participate in a Proof of Win Photograph and, at the Stager's option, a Proof of Win Recording, showing the Claimant, and shall give consent in accordance with clause 6.3. Where the Claimant participates the Claimant grants the Stager and the Promoter the right to use, reproduce, publish, broadcast and distribute such photograph(s) and recording(s), together with the Claimant's name and parish or district of residence, for the purpose of demonstrating publicly that the Holder Prize has been awarded to the holder of the Winning Ticket and, secondarily, of promoting and publicising the Raffle and future raffles staged by the Stager, in the following media: the Stager's and the Promoter's websites and social media accounts, the Newspaper in print and online, the Promoter's radio stations and app, other print and broadcast media in the Cayman Islands, third-party social and search platforms, and point of sale material at participating Vendors, and to sub-licence those rights to the publishers and platform operators through which that material is placed, to the extent necessary for publication in those media and for no longer than the period specified in the next sentence. That right is granted for a period of twenty-four (24) months from the date of the Draw to which the Prize relates, and expires at the end of that period whereupon the Stager and the Promoter shall remove the material from every channel under their control, save that neither is able to recall material published by a third party, and is exercisable only for so long as, and to the extent that, the Claimant's consent under clause 6.3 of these Terms has not been withdrawn and no notice under section 10 of the DPA has been given. No further notice to, or compensation of, the Claimant is required in respect of such use. Nothing in this clause affects the information that must be given to the Claimant under paragraph 2 of Part 2 of Schedule 1 to the DPA.
- 6.2 A Proof of Win Photograph or Proof of Win Recording shall be taken separately from the verification photograph referred to in clause 5.1(d) of these Terms. No proof of identity or other identification document shall be visible in a Proof of Win Photograph or Proof of Win Recording, and no such photograph or recording shall be taken in a manner that records any field of an identification document. If any such material is inadvertently captured, the affected image shall be deleted, or the relevant fields permanently obscured in the master file, before any use is made of it. The Proof of Win Photograph or Proof of Win Recording shall show the Claimant holding the copy of the Newspaper for the winning edition, as the medium with which the Winning Ticket was issued. It shall not present the Raffle as a promotion of the Newspaper or as a means of increasing its circulation.
- 6.3 The processing described in clause 6.1 and clause 6.2 of these Terms is carried out in reliance on paragraph 2 of Schedule 2 to the DPA (the processing being necessary for the performance of the contract of entry accepted by the Claimant under these Terms), supported by paragraph 6 of Schedule 2 to the DPA (the legitimate interests of the Stager in the integrity and public credibility of the Raffle, including demonstrating publicly that Prizes are in fact awarded, and in promoting the Raffle) and by the Claimant's consent under paragraph 1 of Schedule 2 to the DPA, and, to the extent that any such photograph or recording constitutes sensitive personal data, on paragraph 1 of Schedule 3 to the DPA. Consent shall be obtained in a separate written form signed by the Claimant at the time the photograph or recording is taken, presented distinguishably from these Terms as paragraph 2 of Schedule 5 to the DPA requires, identifying the Stager, the purposes, the media listed in clause 6.1 of these Terms and the categories of publisher and platform operator to whom the material may be disclosed. The Stager bears the burden of proving consent under paragraph 1 of Schedule 5 to the DPA and shall retain the signed form for so long as the rights granted under clause 6.1 of these Terms subsist. The Claimant may withdraw consent at any time under paragraph 3 of Schedule 5 to the DPA, and withdrawal does not affect the lawfulness of

processing carried out before withdrawal. The Claimant's rights under the DPA, including the right to give notice requiring processing to cease under section 10, are unaffected by clause 6.1 of these Terms. Where a notice is given in respect of processing carried out in reliance on paragraph 2 of Schedule 2 to the DPA and the Stager does not comply, the Stager shall state its reasons to the data subject as required by section 10(2). None of the exceptions in section 10(2) of the DPA applies to the processing described in clauses 6.1 and 6.2 of these Terms, and the Stager and the Promoter shall accordingly comply with any notice given under section 10 in respect of that processing, including a notice requiring that processing cease for a specified purpose or in a specified manner only, as soon as practicable and in any event within twenty-one days of receiving it.

- 6.4 Participation in the Proof of Win Photograph or Proof of Win Recording described in clause 5.1(e), and the consent under clause 6.3 that accompanies it, are conditions of entitlement to a Holder Prize. A Claimant who declines to participate, or who does not give consent under clause 6.3 of these Terms or grant the rights in clause 6.1 of these Terms, has not satisfied clause 5.1 and no Holder Prize is awarded, and clause 7.2 then applies. A Vendor Prize is unaffected. Where a Claimant who has granted those rights subsequently asks that publication cease, withdraws consent under clause 6.3 of these Terms or gives notice under section 10 of the DPA, the Stager and the Promoter shall cease further publication in accordance with clause 6.3 of these Terms and, in any event, within twenty-one days of receiving the request or notice, and shall remove the material from every channel under their control, without affecting the lawfulness of use already made or the validity of the Prize award.
- 6.5 Nothing in this clause 6 of these Terms applies to the reporting of the Raffle, its winners or its beneficiary programmes as editorial content by the publisher of the Newspaper or by any broadcaster. Such reporting is not carried out under these Terms, is not a service purchased by the Stager, and is not processing carried out by or on behalf of the Stager. The Stager does not determine the purposes for which, or the manner in which, any such reporting is carried out and is not the data controller in respect of it. Whether any exemption under section 22 of the DPA is available to the publisher or broadcaster is a matter for that person. Neither the Stager nor the Promoter shall supply any photograph or recording taken under clause 6.1 of these Terms, or any other personal data relating to a Claimant, to the publisher of the Newspaper or to any broadcaster for editorial use except with the Claimant's consent obtained under clause 6.3 of these Terms.

7. CLAIM PERIOD, FORFEITURE, AND ROLLOVER

- 7.1 Consistent with obligations under the DPA — including the requirements that personal data (and in particular any sensitive personal data) be processed only as necessary and retained no longer than necessary — a strictly limited claim and verification window applies. A Holder Prize and a Vendor Prize must each be claimed, with all applicable requirements of clause 5.1 or clause 8.2 of these Terms (as the case may be) satisfied or in process, within the Claim Period, being thirty (30) calendar days of the Announcement Date.
- 7.2 Any Prize not validly claimed within the Claim Period is unequivocally and automatically forfeited. Forfeiture is final: no late claim will be accepted or considered for any reason, including illness, travel, loss or destruction of the Winning Ticket or Qualifying Copy, or ignorance of the result, and no cash or other compensation is payable in respect of a forfeited Prize. A forfeited Holder Prize is dealt with under clause 7.4 of these Terms and a forfeited Vendor Prize under clause 7.3 of these Terms.
- 7.3 A forfeiture of a Holder Prize shall not forfeit or otherwise affect the Vendor's entitlement to the Vendor Prize for the same Draw, and a forfeiture of a Vendor Prize does not affect the Holder Prize. A Vendor Prize not validly claimed within the Claim Period is forfeited to the Stager, is retained by

the Stager and applied to its own charitable programmes, is not rolled over or added to the Prize of any other Draw, and does not form part of any Rollover Amount.

- 7.4 The full amount of any forfeited Holder Prize is retained by the Stager within the Raffle and rolled over and added, as a Rollover Amount, to the Holder Prize of the first Draw for which entries have not yet opened at the time the forfeiture occurs. The Holder Prize for each Draw, comprising the base Holder Prize and any Rollover Amount added to it, is determined and published by the Stager before entries open for that Draw, and does not thereafter change. A Holder Prize may therefore grow through successive rollovers, and no limit applies to the number of successive rollovers or to the resulting Holder Prize. A Rollover Amount is applied only to the Holder Prize. No Vendor, and no other person, acquires any right or interest in a Rollover Amount or in any Draw to which it is added.
- 7.5 The Stager will hold cleared funds equal to the whole of the Prizes for the next Draw, including any Rollover Amount, or a guarantee acceptable to its board for that amount, and no Draw will be conducted unless the Stager has confirmed that the Prizes for that Draw are funded. Where the Prizes for a Draw are not funded, that Draw is postponed and the Stager will publish the revised Draw date; entries already made remain valid for the postponed Draw.
- 7.6 Rollover operates only within the Raffle and only as described in this clause 7. A Rollover Amount is not a return of Proceeds to Entrants, confers no entitlement on any Entrant in a Draw other than the Draw to which it is added, and does not affect the Stager's obligation under clause 2.4 to apply net proceeds to its own charitable programmes. The Stager will report the accumulated Rollover Amount and the net proceeds available to those programmes to its board at least quarterly and will review whether the Raffle continues to be capable of generating a net surplus for those programmes.

8. VENDOR TICKET AND VENDOR PRIZE

- 8.1 A Vendor Ticket is issued to a Vendor in exchange for the Vendor Consideration and for no other consideration. The Vendor Prize for each Draw is the amount determined by the Stager for that Draw under clause 2.1 (being C\$2,000 unless the Stager, in its sole discretion, determines otherwise for that Draw), is awarded by the Stager to the Vendor whose Vendor Ticket bears the same Entry Number as the Winning Ticket drawn, is borne by the Stager as a cost of staging the Raffle and is not deducted from the Ticket Price or from the Proceeds. The Vendor Prize is payable to the Vendor recorded by the Operator as the seller of the Winning Ticket, as identified under the designation recorded at enrolment, provided that the Vendor is a Qualified Vendor for that Draw, meaning that, as at the Announcement Date for that Draw, the Vendor has remitted in full to the Stager's account all Proceeds due for every Draw whose settlement cut-off under its Vendor Agreement has passed and has no overdue balance. Where the Vendor recorded as the seller of the Winning Ticket is not a Qualified Vendor for that Draw, no Vendor Prize is payable to that Vendor or to any other person in respect of that Draw. The Operator's record of the Vendor QR or Ticket Sticker against which the Winning Ticket was issued is the definitive basis for identifying the selling Vendor. The award of the Vendor Prize follows automatically from the Draw and from the Vendor records maintained by the Operator under the Raffle Services Agreement, and neither the Stager, the Operator nor any other person has any discretion to determine whether, or to which Vendor, a Vendor Prize is awarded. A Vendor acquires no right or interest in any Proceeds, in any Rollover Amount or in any surplus of the Raffle by reason of having sold the Winning Ticket or otherwise.
- 8.2 To claim a Vendor Prize, the Vendor (or, where the Vendor is not a natural person, its authorised representative) must present itself to the Operator at its offices at 38 Godfrey Nixon Way, George Town, Grand Cayman within the Claim Period and: (a) provide proof of identity of the individual presenting, in the form required by clause 5.1(a) of these Terms, together with evidence of that

individual's authority to act for the Vendor where applicable; and (b) permit the Operator to confirm from its Vendor records that the Vendor QR code attributed to the Winning Ticket identifies that Vendor. Verification under this clause is confined to confirming that the Vendor presenting is the Vendor identified by those records and involves no discretion as to entitlement to a Vendor Prize. A Vendor's compensation for its distribution and collection services shall be governed by its Vendor Agreement in the form approved by the Stager, which is separate from these Terms and, other than the Vendor Prize, confers no entitlement arising out of the outcome of any Draw. In the event of any conflict between a Vendor Agreement and these Terms, these Terms prevail.

9. PERSONAL DATA

- 9.1 The Stager is the data controller of personal data processed for the purposes of administering the Raffle, verifying claims (including claims by Vendors and their representatives under clause 8.2 of these Terms), preventing fraud, awarding Prizes, promotion and publicity under clause 6 of these Terms, and complying with legal obligations to which the Stager is subject. The Operator and the Promoter each process personal data as a data processor acting on the Stager's documented instructions and for no other purpose, and the parties shall enter into a data processing schedule before any personal data is processed. That schedule shall be made or evidenced in writing and shall require each processor to comply with obligations equivalent to those imposed on the Stager by the seventh data protection principle, as required by paragraph 3 of Part 2 of Schedule 1 to the DPA. The publishers and platform operators referred to in clause 6.1 of these Terms determine the purposes and means of their own processing and are data controllers in respect of it. They are not data processors of the Stager, and the Stager is not responsible for processing carried out by them. Where the Operator or the Promoter processes or stores personal data outside the Cayman Islands, clause 9.5 of these Terms applies to that processing.
- 9.2 The conditions of the DPA relied on by the Stager as controller are those in Schedule 2: paragraph 2, processing necessary for the performance of a contract to which the data subject is a party, for the verification of claims and the award of Prizes, the Stager being the party to the contract of sale of every Ticket; paragraph 2, supported by paragraph 6 and by consent under paragraph 1 obtained in accordance with clause 6.3, for the Proof of Win Photograph, Proof of Win Recording and publicity described in clause 6; paragraph 6, legitimate interests, for the prevention of fraud, for audit and for the retention of the written record described in clause 9.3 of these Terms; and paragraph 3, compliance with a legal obligation, for processing required by an obligation to which the Stager is subject, other than an obligation imposed by contract.
- 9.3 Identification documents are inspected for the purpose of verification. The verification photograph, and any copy taken of an identification document, are retained for no longer than six months from the date of the relevant Draw and are then securely destroyed. Access to them is restricted to personnel who require it for verification, fraud prevention or audit. They are not used for marketing and are not published, and are not used to promote the Newspaper or any other product or service of the Promoter or its affiliates. A written record that the requirements of clause 5.1 of these Terms were satisfied, which does not include the verification photograph or any copy of an identification document, is retained for seven years in accordance with the record-keeping obligations under the Raffle Services Agreement, that retention being carried out in reliance on paragraph 6 of Schedule 2 to the DPA because the obligation is imposed by contract and so falls outside paragraph 3 of that Schedule. Proof of Win Photographs and Proof of Win Recordings are retained for no longer than the period of the rights granted under clause 6.1 of these Terms, and at the end of that period are deleted from the records of the Stager, the Operator and the Promoter and removed from every channel under their control.
- 9.4 The Stager does not seek to collect sensitive personal data within the meaning of section 3 of the DPA. So far as practicable, the verification photograph shall be taken so as not to record any field

of an identification document disclosing the racial or ethnic origin of the Claimant, place of birth and nationality not being sensitive personal data within the meaning of section 3. A photograph is not of itself sensitive personal data within the meaning of section 3, which does not include biometric data among its categories, and a Proof of Win Photograph is not taken for the purpose of revealing the racial or ethnic origin of the Claimant. Consent under paragraph 1 of Schedule 3 to the DPA is in any event obtained under clause 6.3 of these Terms in respect of any Proof of Win Photograph or Proof of Win Recording. Where sensitive personal data are otherwise processed, they are processed only so far as necessary for fraud prevention and audit, in reliance on paragraph 6(c) of Schedule 3 to the DPA. Where no condition in Schedule 3 to the DPA is available in respect of a verification photograph, no such photograph shall be taken.

- 9.5 The processing of personal data under these Terms may involve the transfer of personal data to a country or territory outside the Cayman Islands by disclosure to a publisher or platform operator referred to in clause 6.1 of these Terms, and by the storage or processing of personal data by the Operator or the Promoter outside the Cayman Islands, including by publication on platforms hosted outside the Cayman Islands. The Stager shall carry out and document a single standing assessment of those transfers, covering each channel, recipient and location, against the eighth data protection principle and Schedule 4 to the DPA before the first transfer and shall review it annually and on the addition of any new channel, recipient or location. Where a transfer arises from publication under clause 6 of these Terms, the Stager relies on paragraph 1 of Schedule 4 to the DPA, the Claimant having consented to the transfer as part of the consent obtained under clause 6.3 of these Terms.
- 9.6 Data subjects have the rights conferred by the DPA, including the right of access to personal data under section 8, the right to give notice requiring processing to cease under section 10 (with which the Stager must comply as soon as practicable and in any event within twenty-one days, or state its reasons for not doing so) and the right to give notice requiring processing for the purposes of direct marketing to cease under section 11, with which the Stager must comply at the end of such period as is reasonable in the circumstances, rights in relation to automated decision-making under section 12 and the right to compensation under section 13. Enquiries and requests may be directed to the Operator, which receives them on the Stager's behalf, at 38 Godfrey Nixon Way, George Town, Grand Cayman, Cayman Islands. A data subject may also complain to the Ombudsman under section 43, and on such a complaint the Ombudsman may order the rectification, blocking, erasure or destruction of inaccurate personal data under section 14. Where a notice under section 10 is given in respect of processing carried out in reliance on paragraph 2 of Schedule 2 to the DPA and the Stager does not comply, the Stager shall state its reasons to the data subject as required by section 10(2). Clause 6.3 of these Terms applies to a request that publication under clause 6 of these Terms cease.
- 9.7 The respective roles of the Stager, the Operator and the Promoter in relation to Stingray Media ID account data and other personal data collected through the Digital Channel shall be documented in the data processing schedule before that channel launches.
- 9.8 In the case of a personal data breach, the Stager shall notify the affected data subject and the Ombudsman without undue delay and no later than five days after the Stager should, with the exercise of reasonable diligence, have become aware of the breach, describing the nature and consequences of the breach, the measures proposed or taken to address it and the measures recommended to the data subject to mitigate its possible adverse effects. The Operator and the Promoter shall each notify the Stager of any such breach affecting personal data processed for the Raffle within twenty-four hours of becoming aware of it. The Operator and the Promoter shall each provide the Stager with such information and assistance as the Stager reasonably requires in order to comply with section 16 of the DPA, and shall not notify any data subject or the Ombudsman of a breach without the Stager's prior written instruction.

10. GENERAL

- 10.1 The Stager (acting through the Operator) may verify any entry or claim and may refuse to award a Prize, or reclaim one already awarded, in the event of fraud, tampering, counterfeiting, or breach of these Terms, or where the person claiming a Prize is an Ineligible Person (in which case clause 3.6 of these Terms applies).
- 10.2 The base Holder Prize for each Draw is CI\$10,000, unless the Stager, in its sole discretion, determines a different base Holder Prize for that Draw. Any such determination must be made and published before entries open for that Draw, applies to that Draw only, and does not thereafter vary by reference to the number of Tickets sold or to the Proceeds of that Draw. The base Holder Prize is funded by the Stager as a cost of staging the Raffle. Where a Rollover Amount applies, the total Holder Prize for the Draw will be announced before entries open for that Draw. The Vendor Prize for each Draw is determined under clause 2.1 and is funded by the Stager as a cost of staging the Raffle. All Prizes are payable in Cayman Islands dollars by cheque or bank transfer drawn on the Stager's account. No interest accrues on any Prize or Rollover Amount. Prizes are not transferable before valid claim and verification. A Prize is paid only to the Claimant in whose name the relevant Stingray Media ID account is registered (or, for a Vendor Prize, to the enrolled Vendor), and any tax, levy or charge arising on a Prize outside the Cayman Islands is the recipient's own responsibility.
- 10.3 The Stager (acting through the Operator) may amend these Terms, or suspend or cancel any Draw, where necessary for legal, regulatory, or operational reasons, including to ensure that the Raffle remains within the exception in section 2A(1)(b) of the Gambling Act (As Revised) or to comply with any condition of any licence or permission that may in future be required; amended Terms apply from publication. The version of these Terms published at caymanianjournal.ky/raffle and at caymaniansfirst.org at the date of the relevant Draw governs that Draw.
- 10.4 To the fullest extent permitted by law, neither the Stager nor the Operator is liable for lost, stolen, damaged, or illegible Tickets or copies of the Newspaper, printing or distribution errors, or any loss arising from participation in the Raffle, save that nothing excludes liability that cannot be excluded by law.
- 10.5 These Terms and any dispute arising out of the Raffle are governed by the laws of the Cayman Islands, and the courts of the Cayman Islands have exclusive jurisdiction. If any provision of these Terms is held invalid, the remainder continues in full force.
- 10.6 Decisions of the Stager (acting through the Operator) on all matters relating to the Raffle, including the conduct of Draws, the validity of entries and claims, forfeiture, rollover and the determination of the Holder Prize for each Draw are final and binding. This clause 10.6 does not apply to entitlement to a Vendor Prize, which follows automatically from the Draw under clause 8 of these Terms; the Stager's role in respect of a Vendor Prize is confined to the verification described in clause 8.2 of these Terms and to the disqualification of an Ineligible Person under clause 3.6 of these Terms.