



## **PlayNow Player Agreement:**

This PlayNow Player Agreement ("Player Agreement") governs all aspects of your use of PlayNow, including any transactions you may complete or attempt to complete using PlayNow. PLEASE READ THIS PLAYER AGREEMENT CAREFULLY. By using the PlayNow site, you acknowledge your full understanding and acceptance of the terms contained within this Player Agreement, and confirm that: (a) you are at least 19 years of age; (b) you are a permanent resident of British Columbia; and (c) you will not purchase any PlayNow Games while you are physically located outside British Columbia.

If you register or attempt to register and: (a) you are under 19 years of age; or (b) you are not a permanent resident of B.C.; or (c) you have provided any inaccurate, untrue, out-of-date or misleading information to BCLC; or (d) you purchase or attempt to purchase any PlayNow Games while you are physically located outside British Columbia, you will be deemed to have forfeited your rights to any and all prize amounts and BCLC may, in its sole and absolute discretion, cancel your Player Account without notice.

### **Definitions**

The following words and terms, when used within this Player Agreement, shall have the following meanings, unless the context clearly indicates otherwise:

"**BCLC**" means British Columbia Lottery Corporation;

"**BCLC's Computer System**" means the computer system utilized by BCLC for the operation of the Game in question;

"**Direct Deposit**" means an electronic deposit of funds directly into your specified bank account.

"**Game**" means a lottery scheme conducted and managed by BCLC on PlayNow, in which prizes are awarded in accordance with the applicable Rules and Regulations and Game Conditions;

"**Game Conditions**" means the terms and conditions governing individual lottery schemes published by BCLC and / or ILC as applicable and identified as Game Conditions;

"**Password**" means a Registered Player's unique password;

"**Player Account**" means your personal record issued and maintained by BCLC of your PlayNow transactions

"**PlayerCash**" means game vouchers purchased on PlayNow, each of which has a redeemable value of one (1) Canadian dollar;

"**PlayNow**" means BCLC's online destination where Registered Players in good standing can participate in Games offered by BCLC, in accordance with this Player Agreement.

"**PromoCash**" means game vouchers awarded by BCLC, each of which has a redeemable value of one (1) Canadian Dollar which can be used for PlayNow purchases only and cannot be redeemed for PlayerCash or paid out from your Wallet

"**Registered Player**" means an individual: (a) who has properly completed the Registration process in a manner satisfactory to BCLC and is eligible to participate in PlayNow; (b) who has been issued a Player Account; (c) who has opened a Wallet; (d) whose Player Account and Wallet have not been terminated,



cancelled, suspended or closed; and (e) whose Player Account and Wallet are in good standing, as determined by BCLC in its sole and absolute discretion;

**"Registration"** means the process whereby you provide information to BCLC and satisfy BCLC's requirements, and if approved by BCLC, become a PlayNow Registered Player;

**"Rules and Regulations"** means all rules and regulations which apply to any lottery schemes offered by BCLC, and includes, where applicable, the **Rules and Regulations Respecting Lotteries and Gaming of the British Columbia Lottery Corporation** (<http://www.bclc.com/documents/RulesandRegulationsLotteries.pdf>) and the **Rules and Regulations Respecting Lotteries and Lottery Tickets of the Interprovincial Lottery Corporation** (<http://www.bclc.com/documents/ILCRulesAndRegulations.pdf>);

**"Ticket"** means a detailed record of your purchase transactions, which is issued by BCLC at the time the transaction is completed and are deemed to be tickets under the applicable Rules and Regulations and/or Game Conditions that govern the particular Game;

**"Username"** means a Registered Player's unique login name;

**"Wallet"** means your personal wallet account, which is set up and maintained on PlayNow. Your Wallet is funded by your purchase of PlayerCash, which you then use to purchase PlayNow Games;

**"Wallet Balance Limit"** means the maximum value of PlayerCash that you can hold in your Wallet. The current Wallet Balance Limit is nine thousand, nine hundred and ninety-nine (9,999) PlayerCash vouchers;

**"Weekly Transfer-In Limit"** means the maximum amount of PlayerCash that you may purchase in any seven (7) day period.

**When used in this Player Agreement, all terms defined in the Rules and Regulations or Game Conditions have the meanings given therein, unless otherwise specified.**

## **1.0 Introduction**

### **1.01 Introduction**

BCLC offers to residents of British Columbia, who are 19 years of age or older, the opportunity to register online with BCLC and, if approved and granted a Player Account at BCLC's sole and absolute discretion, to purchase Games offered on PlayNow.

### **1.02 Rules and Regulations**

All Games offered on PlayNow are governed by and offered subject to the Rules and Regulations and Game Conditions that apply to each particular Game.

## **2.0 Registration**

### **2.01 Registration Requirement**

Before you are permitted to purchase any Games on PlayNow, you must register with BCLC to: (a) become a Registered Player; (b) obtain a Player Account; (c) establish a Username; and (d) obtain and fund a Wallet. BCLC, in its sole and absolute discretion, may: (a) refuse to issue you a Player Account; (b) refuse to issue you a Wallet; and (c) prohibit you from becoming a Registered Player.

### **2.02 Registration Eligibility**

You must be at least 19 years of age and a permanent resident of British Columbia to be eligible to: (a) become a PlayNow Registered Player; (b) obtain a Player Account; (c) purchase any PlayNow Games; and (d) qualify for any prize.



### **2.03 Player Responsibility**

You are solely responsible for:

- a. providing BCLC with true, accurate and current Registration information, including your proper and full legal name, permanent residence and date of birth; and
- b. immediately notifying BCLC of any change to the Registration information you supplied to BCLC.

### **2.04 Username and Password**

For your security, you must create your own unique Player ID and password. You will be required to enter your Player ID and password prior to accessing your Player Account and Wallet. It is your responsibility to keep your Player ID and password confidential. BCLC is not liable for any access to or use of your Player Account or Wallet, including situations in which the access was unauthorized or unintended. This includes circumstances where you inadvertently or otherwise disclose your Player ID and/or password, or where you use software that automatically enters your Player ID and/or password, or where you have your Internet browser configured to save your Player ID and/or password.

### **2.05 Verification of Registration and Information**

You expressly acknowledge and agree that, in order to determine whether you are legally permitted to access and/or use PlayNow, BCLC is entitled to access, collect and verify, through the use of third parties where BCLC in its sole and absolute discretion deems necessary, personal information about you, including without limitation : (a) the personal information you provide during the PlayNow Registration process and any subsequent use of PlayNow; (b) your credit file; and (c) your Internet protocol address.

### **2.06 Additional Registration Verification**

BCLC reserves the right to require you to supply further information or documentation (for example, proof of age and province of residence) to verify the information you supplied during the Registration process.

### **2.07 One Player Account and One Wallet**

You may hold only one (1) Player Account and only one (1) Wallet.

## **3.0 Wallet**

### **3.01 Wallet Funding**

Prior to purchasing any Games, you must fund your Wallet by at least the amount of PlayerCash required to pay for the purchase. You may only purchase Games up to the amount of redeemable PlayerCash held in your Wallet.

### **3.02 PlayerCash Purchase**

You will fund your Wallet with PlayerCash, which is purchased on PlayNow using: (a) your valid VISA or MasterCard credit card; or (b) a bill payment service initiated through your Internet or telephone banking service. If properly purchased, PlayerCash will appear as an addition to your Wallet.

### **3.03 Bank Account Requirements**

When using an online bill payment method to purchase PlayerCash, your Internet or telephone banking service must specify a source which is a bank account issued by a BC branch of any participating Canadian bank or financial institution, and which offers BCLC as a payee option. You must include your Wallet number when submitting a Bill Payment.

### **3.04 PlayerCash Use**

Once you have funded your Wallet with PlayerCash, you may then use your PlayerCash to purchase Games offered on PlayNow.

### **3.05 Conditions on Wallet**

Each PlayerCash voucher will be used, tracked and maintained in units that have a value of one (1) Canadian dollar. PlayerCash is not currency, and shall not bear interest. PlayerCash is redeemable and returnable only in accordance with this Player Agreement.



### **3.06 Limits on PlayerCash Purchases**

You will not be permitted to purchase more than the Weekly Transfer-In Limit in any seven (7) day period. BCLC may, from time to time, change the amount of the Weekly Transfer-In Limit. BCLC may also, from time to time, determine and set limits on the minimum and maximum amount of Games you are permitted to purchase.

### **3.07 Wallet Balance Limit**

You will not be permitted to maintain more than the Wallet Balance Limit in your Wallet. The Wallet Balance Limit is currently nine thousand, nine hundred and ninety-nine (9,999) PlayerCash vouchers. BCLC may, from time to time, change the amount of the Wallet Balance Limit.

### **3.08 Prize Amounts Into Your Wallet**

Certain prize amounts may be transferred into your Wallet in the form of PlayerCash. See section 5 of this Player Agreement for full details.

### **3.09 Wallet payouts**

Payouts from your Wallet will only be made in the following circumstances:

- a. as and when you submit a proper request;
- b. upon cancellation or termination of your Player Account;
- c. in the event your Wallet exceeds the Wallet Balance Limit;
- d. in the event you exercise a self-exclusion option; or
- e. in order to correct a payment processing error; or
- f. if the original PlayerCash was purchased by credit card, a refund to your credit card will be used instead

All such payouts will be made by way of a cheque mailed to your home address or by way of a Direct Deposit bank transfer, save and except where a credit card transaction error requires correction in which case, a void or refund credit card transaction process will be used. In the event that a Direct Deposit transfer cannot be completed, all such payments will be made by way of a cheque mailed to your home address.

### **3.10 Inactive Wallets**

BCLC reserves the right to close your Wallet and cancel your Player Account if your Wallet is inactive for one year or more. A Wallet will be considered inactive if there have been no PlayerCash purchases and no Game purchases during a one year period. Upon closing your Wallet and cancelling your Player Account, BCLC will attempt to deliver the balance of your Wallet, except any part of the balance from PromoCash to you, by way of a cheque mailed to your home address or by way of a Direct Deposit bank transfer, unless your Wallet has a balance of one (\$1.00) dollar or less at the time of such closing, in which case, you acknowledge and agree that you waive all your right and entitlement to the return of such balance.

### **3.11 Cancellation by Registered Player**

Upon receipt of a verifiable request to cancel your Player Account, BCLC will cancel the Player Account, close your Wallet and attempt to deliver the balance of the Wallet, except any part of the balance from PromoCash, to you by way of a cheque mailed to your home address or by way of a Direct Deposit bank transfer, unless your Wallet has a balance of one (\$1.00) dollar or less at the time of such closing, in which case, you acknowledge and agree that you waive all your right and entitlement to the return of such balance.

## **4.0 PromoCash**

### **4.01 Acquiring PromoCash**

Periodically, BCLC will offer a PromoCash incentive which will be automatically credited to your Wallet under the heading PromoCash.

### **4.02 PromoCash Value**

**One unit of PromoCash is a game voucher awarded by BCLC, which has a redeemable value of one (1) Canadian Dollar**



#### **4.03 PromoCash Use**

PromoCash can be used for PlayNow purchases only. Any PromoCash in your Wallet will be applied towards PlayNow purchase before any PlayerCash in your Wallet.

#### **4.04 Limits on PromoCash Use**

The Promo Cash incentive may be discontinued at BCLC's discretion. PromoCash will expire in accordance with the notice period as announced by BCLC.

### **5.0 Purchasing Games on PlayNow**

#### **5.01 Accuracy of Purchase**

You are solely responsible for ensuring that the details of your purchase are correct before you submit your purchase for processing. In the event of any dispute or discrepancy regarding any aspect of your purchase, THE INFORMATION IN BCLC'S COMPUTER SYSTEM WILL PREVAIL, AND ONLY THE PURCHASE RECORDED BY BCLC'S COMPUTER SYSTEM WILL PARTICIPATE IN THE GAME.

#### **5.02 Notification and Tickets**

If your purchase is fully processed by BCLC prior to the cut-off time established by BCLC, which said processing includes, without limitation, the complete transfer from your Wallet of the full amount required to pay for the purchase, BCLC will issue a Ticket which will show, among other things, the selection(s) and the date(s) of the draw(s) or event(s) for which the selection(s) are valid, the amount wagered and a ticket ID number. All valid Tickets are deemed to be tickets under the applicable Rules and Regulations and/or Game Conditions that govern the particular Game.

#### **5.03 Cancellation of Purchase**

Once you have purchased a Ticket, BCLC will consider your request to cancel the Ticket only if:

- (a) the Rules and Regulations and Game Conditions governing such Ticket allow cancellation;
- (b) you have properly requested such cancellation in accordance with this Player Agreement and the applicable cancellation provisions in the Rules and Regulations and Game Conditions;
- (c) your cancellation request is received by BCLC on the same day as your original purchase; and
- (d) your cancellation request is received by BCLC prior to the start time of the earliest sports event or draw chosen.

#### **5.04 Right to Refuse**

BCLC reserves the right to, in its sole and absolute discretion, refuse any Game purchase or selection for any reason whatsoever.

#### **5.05 Cut-Off Times**

Purchases will not be accepted or processed after the posted cut-off time.

#### **5.06 Purchase from within British Columbia**

YOU AGREE NOT TO PURCHASE ANY PLAYNOW GAMES WHILE YOU ARE PHYSICALLY LOCATED OUTSIDE BRITISH COLUMBIA. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO COMPLY WITH THIS RESTRICTION MAY RESULT IN BCLC TERMINATING YOUR PLAYER ACCOUNT AND DISQUALIFYING YOU FROM ANY AND ALL PRIZES.

### **6.0 Prizes**

#### **6.01 Prizes of \$9,999 or Under**

Prizes under nine thousand, nine hundred and ninety-nine (\$9,999) dollars will be converted to PlayerCash and credited to your Wallet, unless such a credit would cause your Wallet balance to exceed the Wallet Balance Limit. In such circumstances, you may choose to have your prize paid to you by way of a Direct Deposit into your bank account, or by way of a cheque mailed to your home address.



#### **6.02 Prizes of \$10,000 or Over**

For prizes of ten thousand (\$10,000) dollars or over, you will be notified to pick up your prize in person at one of BCLC's offices, and you will be required to comply with all validation and security procedures established by BCLC to authenticate and verify your prize win.

#### **6.03 Validation of Prize Claims**

Your entitlement to any and all prizes is subject to this Player Agreement, all of BCLC's validation and security procedures, and all applicable Rules and Regulations and Game Conditions.

#### **6.04 Requirement to Claim Prizes**

All Players who claim or are entitled to a prize agree to be bound by all applicable laws, Rules and Regulations, Game Conditions, this Player Agreement and any other statements, explanations, policies and procedures issued from time to time by BCLC. This means, among other things, that **YOU MUST CLAIM YOUR PRIZE WITHIN ONE (1) YEAR OF THE DRAW DATE OR ONE YEAR FROM THE DATE THE GAME WAS COMPLETED OR PLAYED.**

### **7.0 Player Protection**

#### **7.01 Policy Statement**

Games of chance are meant to be fun and entertaining. BCLC encourages all Registered Players to play for fun and to play within their means. Find out more about **BCLC's responsible play programs** (<http://www.bclc.com/cm/GameSense/Home.htm>).

#### **7.02 Self Exclusion Options**

At any time, you may elect to self-exclude yourself from this site for six (6) months, one (1) year, two (2) years or three (3) years. Upon making such an election, BCLC will cancel your Player Account, close your Wallet and pay out any unredeemed PlayerCash therein. Unredeemed PromoCash will not be paid out. BCLC will then e-mail you further **instructions** (<http://www.bclc.com/cm/gamesense/whengamblingisnotfun.htm>).

#### **7.03 Protection of Personal Information**

BCLC is committed to protecting your privacy. Personal information BCLC collects from you during your use of PlayNow may be used by BCLC to:

- a. verify that you are legally permitted to access and/or use PlayNow;
- b. assist you with your access to and/or use of PlayNow;
- c. process your transactions;
- d. verify your entitlement to any prize;
- e. help protect you from unauthorized use of your Player Account, your Wallet, your Username and your Password;
- f. assist BCLC and its service providers with any aspect or operation of PlayNow, as BCLC in its sole and absolute discretion deems necessary;
- g. assist BCLC and/or the Provincial Government with any aspect or operation of any existing or future responsible play programs, policies, measures or initiatives;
- h. help BCLC plan future online or offline marketing campaigns; and
- i. provide a better experience for visitors to BCLC's Web sites, improve products and services, help BCLC better understand its customers' needs, and bring other products and services to your attention.



All personal information BCLC collects from you during your access to and/or use of PlayNow, including all Registration information is subject to BCLC's **Privacy Policy** (<http://www.bclc.com/cm/Footer/PrivacyPolicy.htm>), which forms part of this Player Agreement. Respecting retention, BCLC is subject to legislation such as the *Freedom of Information and Protection of Privacy Act* (BC), which includes the mandatory requirement to retain your personal information for a minimum of one year.

## **8.0 Limits on Liability**

### **8.01 Limitation of Liability**

You acknowledge and agree that, in addition to any other limitation of BCLC's liability contained on PlayNow, or on any other BCLC Web site, or in any Rules and Regulations, or Game Conditions, or elsewhere in this Player Agreement, neither BCLC nor its officers, directors, employees, representatives or agents (collectively the "Released Parties") will be liable for any loss whatsoever, including without limitation, incidental, special, consequential or indirect damages and damages for loss of programs or information and the like, which arises out of or is connected to your use of or inability to use PlayNow, even if any of the Released Parties have been advised of the possibility of such loss or claim. In particular, but without limiting the generality of the foregoing, the Released Parties will not be liable to any person for any loss or damage arising from:

- a. any failure or destruction of, or damage to BCLC's Computer System, any other computer system, any records, or any part thereof;
- b. any delays, errors or omissions howsoever caused, including, without limitation, those resulting from the failure of any telecommunications or other data transmission systems, the failure of any hardware and/or software components, the failure of any Internet connections, and those resulting from or connected to any information downloaded or transactions completed from or on PlayNow;
- c. any delays, errors or omissions in or by any banking system or any other third party service providers;
- d. BCLC's refusal or failure to permit or process a Game purchase for any reason whatsoever;
- e. any unauthorized use of your Player Account, Wallet, Password or Username;
- f. any act of God, outbreak of hostilities, riot, civil disturbance, act of terrorism, act of any government or authority (including refusal or revocation of any authority or consent), fire, explosion, flood, theft, malicious damage, power failures and/or obstruction or destruction of any network, broadcast or telecommunications service, strike, lock-out, industrial action of any kind or any other event of force majeure; or
- g. any delays, errors or omissions caused by you for any reason whatsoever.

### **8.02 Further Limitation of Liability**

IN NO CASE, WHETHER LIABILITY IS CONTRACTUAL, OR IN TORT, OR DELICTUAL, INCLUDING NEGLIGENCE ON THE PART OF ANY OF THE RELEASED PARTIES, IS BCLC LIABLE FOR ANY AMOUNT EXCEEDING THE AMOUNT YOU WAGERED OR PAID TO PARTICIPATE IN THE GAME IN QUESTION, AND YOUR SOLE REMEDY IS TO BE REIMBURSED FOR SUCH AMOUNT.

## **9.0 General Matters**

### **9.01 Player Agreement**

All PlayNow instructions and commentary regarding player Registration, Player Accounts and the purchase of PlayNow Games form part of this Player Agreement. In the event of any discrepancy or inconsistency between any such instructions or commentary and this Player Agreement, this Player Agreement will prevail to the extent of the discrepancy or inconsistency.

### **9.02 BCLC's Absolute Discretion to Discontinue, Limit or Alter**

BCLC has the right at any time and in its sole and absolute discretion to, without notice, discontinue or limit the sale of Games through this venue, and/or to modify the manner in which it sells Games, and/or to amend this Player Agreement, the applicable Rules and Regulations and/or any Game Conditions.



### **9.03 BCLC's Absolute Discretion to Refuse, Cancel or Suspend**

BCLC has the right at any time and in its sole and absolute discretion to, without notice, refuse to grant, suspend or cancel your PlayNow Player Account and/or your Wallet, if you breach or are suspected of breaching any term of this Player Agreement, any Rules and Regulations, or any Game Conditions, or if BCLC is not satisfied that the Registration information you provided is true, accurate and current, or if BCLC in its sole and absolute discretion deems it appropriate.

### **9.04 BCLC's Absolute Discretion to Withhold Prizes**

BCLC has the right at any time and in its absolute discretion to, without notice, withhold any prize from you if you breach or are suspected of breaching any term of this Player Agreement, any Rules and Regulations, or any Game Conditions, or if BCLC is not satisfied that the Registration information you provided is true, accurate and current.

### **9.05 Governing Law**

All aspects of your use of PlayNow, including this Player Agreement, are governed by and must be construed in accordance with the laws of British Columbia.

### **9.06 Intellectual Property**

BCLC is the owner or licensee of the copyright, trademarks and all other intellectual property rights in and to all aspects of PlayNow, and the content therein. Notwithstanding anything else on PlayNow, or in this Player Agreement, any Game Conditions or any Rules and Regulations, you acquire no rights in or to any such copyright, trademarks or other intellectual property rights.

### **9.07 Total Agreement**

This Player Agreement and the applicable Rules and Regulations and Game Conditions, constitute the entire agreement and understanding between you and BCLC in relation to all aspects of your use of PlayNow.

### **9.08 Enforceability**

The invalidity or unenforceability of any portion of this Player Agreement shall not affect the validity or enforceability of the remaining Player Agreement.