



## **PlayNow.com Player Agreement**

This PlayNow.com Player Agreement ("Player Agreement") governs all aspects of your use of PlayNow.com, including any transactions you may complete or attempt to complete using PlayNow.com. PLEASE READ THIS PLAYER AGREEMENT CAREFULLY. By using the PlayNow.com 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.com 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19 years of age; or (b) you are not a permanent resident of B.C.; or (c) you have provided any inaccurate, untrue, out-of-date or misleading information to BCLC; or (d) you purchase or attempt to purchase any PlayNow.com Games while you are physically located outside British Columbia,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, terminate your 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:

**"Authorized Providers"** means such other gaming entities that are authorized to operate a lottery scheme as defined by the *Criminal Code* and that BCLC collaborates with to offer Games on PlayNow.com from time to time;

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

**" Computer Systems"** means the computer systems 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 (as defined by the *Criminal Code*) conducted and managed by BCLC and/or Authorized Providers on PlayNow.com, in which prizes are awarded in accordance with the applicable Rules;

**"Account"** means your personal transactions which are recorded and maintained by BCLC. Your Account is not a bank account and is not insured by the CDIC. Any funds deposited to your Account will not earn interest. **"Token"** means game vouchers awarded by BCLC which can be used for PlayNow.com purchases only and cannot be redeemed for cash or paid out from your Account;

**"Registered Player"** means an individual who has been issued an Account that has not been closed;

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

**"Rules "** 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**, the **Rules and Regulations Respecting Lotteries and Lottery Receipts of the Interprovincial Lottery Corporation**, Terms of Use, Game Conditions, Promotion Conditions and rules of play;



"Otherwise Prohibited" means that an individual has been determined by BCLC in its sole discretion to be ineligible to register or play on PlayNow.com.

"**Receipt**" 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 receipts under the applicable Rules that govern the particular Game;

"**Account Balance Limit**" means the maximum value of funds that you can maintain in your Account as determined by BCLC and subject to change without notice; and

"**Weekly Transfer-In Limit**" means the maximum amount of funds that you may deposit in any seven (7) day period. BCLC may in its sole and absolute discretion change this amount from time to time.

## **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 an Account at BCLC's sole and absolute discretion, to play Games offered on PlayNow.com.

### **1.02 Rules and Regulations**

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

## **2.0 Registration**

### **2.01 Registration Requirement**

Before you are permitted to play any games on PlayNow.com you must be a Registered Player.

### **2.02 Registration Eligibility**

You must be at least 19 years of age, a permanent resident of British Columbia and physically located within British Columbia at the time of registration and not enrolled in a Voluntary Self-Exclusion program at any BC gaming facility and not Otherwise Prohibited to become a Registered Player. You must also have a current Canadian VISA or MASTERCARD in your name.

## **3.0 Player Responsibility**

You are solely responsible for:

- a. providing BCLC with, accurate and current information; and
- b. immediately updating your Account of any change to the information you previously supplied to BCLC.

## **4.0 Account**

### **4.01 Username and Password**

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

### **4.02 One Account**

You may hold only one (1) Account. Only the Registered Player is permitted to use the Account



#### **4.03 Account Funding**

You must have sufficient funds in your Account in order to complete a purchase.

#### **4.04 Limits on Deposits**

You will not be able to deposit more than the weekly transfer in limit in any seven day period.

#### **4.05 Account Balance Limit**

You will not be permitted to maintain more than the Account Balance Limit in your Account for longer than 72 hours. If you exceed the Account Balance Limit for longer than 72 hours, BCLC will initiate an Account withdrawal on your behalf. BCLC may, from time to time, change the amount of the Account Balance Limit.

#### **4.06 Closing of Account by BCLC**

**BCLC MAY CLOSE YOUR ACCOUNT IF IT IS INACTIVE FOR ONE YEAR OR MORE.** An Account is inactive if there have been no deposits and no Game purchases during a one year period. In the event that BCLC closes your Account, you must provide BCLC with such information as BCLC determines necessary to enable BCLC to deliver the balance of the Account (excepting any balance from Tokens) to you. **IN THE EVENT THAT YOU DO NOT PROVIDE BCLC WITH SUCH INFORMATION WITHIN EIGHT WEEKS OF YOUR ACCOUNT BEING CLOSED, YOU AGREE THAT YOU SHALL FORFEIT ALL RIGHT TO THE BALANCE.**

#### **4.07 Closing of Account by Registered Player**

In the event that you wish to close your Account, you must provide BCLC with:

- a. Notice of your intent to close the Account in a form determined by BCLC; and
- b. Such additional information as BCLC determines necessary to enable BCLC to deliver the balance of the account (excepting any balance from Tokens) to you.

### **5.0 Withdrawals**

#### **5.01 Account Withdrawals**

Withdrawals from your Account will only be made in the following circumstances:

- a. as and when you submit a proper request;
- b. upon closure of your Account;
- c. in the event your Account exceeds the Account Balance Limit for more than 72 hours;
- d. in the event you enroll in the PlayNow.com self-exclusion program; and
- e. in order to correct a payment processing error.

#### **5.02 Withdrawals Under \$1,000**

Withdrawals under one thousand (\$1,000) dollars will be paid by Direct Deposit.

#### **5.03 Withdrawals Greater than \$999 but less than \$10,000**

Withdrawals greater than nine hundred ninety nine (\$999) dollars but less than ten thousand (\$10,000) dollars will be paid by Direct Deposit, pending receipt of such additional information as BCLC determines necessary and subject to applicable laws.

#### **5.04 Withdrawals Greater than \$9,999 but less than \$100,000**

Withdrawals greater than nine thousand, nine hundred, ninety nine (\$9,999) dollars but less than one hundred thousand (\$100,000) dollars will be paid by Direct Deposit, pending receipt of such additional information as BCLC determines necessary and subject to applicable laws.

#### **5.05 Withdrawals of \$100,000 or More**



Withdrawals of one hundred thousand (\$100,000) dollars or greater will be paid by cheque to you in person pending verification of your identification.

#### **5.06 Refunds of Unused Deposits**

Refunds of unused deposits made by credit card must be returned to the same credit card. . Partial credit card refunds will only occur if the account balance, at time of withdrawal request, is less than original credit card deposit

#### **5.07 Validation of Withdrawals**

Your entitlement to any and all funds is subject to this Player Agreement and all of BCLC's validation and security procedures.

#### **5.08 Verification of Bank Account Information**

For withdrawals of \$10,000 or more, BCLC will attempt to verify that the bank account information provided in your request for withdrawal belongs to you. In the event that a Direct Deposit cannot be completed, all such payments will be made by way of a cheque. In such circumstances the Account holder must appear in person at a designated BCLC Prize Payout location to provide appropriate identification as required by law.

### **6.0 Tokens**

#### **6.01 Acquiring Tokens**

Periodically, BCLC may offer incentives in the form of Tokens that will be credited to your Account

#### **6.02 Token Use**

Tokens can be used for PlayNow.com purchases only. Tokens in your Account will be applied towards applicable PlayNow.com purchases before any other funds from your Account.

#### **6.03 Limits on Token Use**

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

### **7.0 Purchasing Games on PlayNow.com**

#### **7.01 Accuracy of Purchase and Play Decision**

You are solely responsible for ensuring that the details of your purchase and/or play decisions are correct before you submit your purchase and/or play decisions for processing. In the event of any dispute or discrepancy regarding any aspect of your purchase and/or play decisions, THE INFORMATION IN THE COMPUTER SYSTEMS WILL PREVAIL, AND ONLY THE PURCHASE AND/OR PLAY DECISION RECORDED BY THE COMPUTER SYSTEMS WILL PARTICIPATE IN THE GAME.

#### **7.02 Notification and Receipts**

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 Account of the full amount required to pay for the purchase, BCLC will issue a Receipt 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 receipt ID number. All valid Receipts are deemed to be Tickets under the applicable Rules that govern the particular Game.

#### **7.03 No Cancellation of Purchase**

Once you have made a purchase, you may not cancel it.

#### **7.05 Right to Refuse**

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



### **7.06 Cut-Off Times**

Purchases and/or play decisions will not be accepted or processed after the posted cut-off time.

### **7.07 Purchase from within British Columbia**

YOU AGREE NOT TO PURCHASE ANY PLAYNOW.COM 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 ACCOUNT AND DISQUALIFYING YOU FROM ANY AND ALL PRIZES.

## **8.0 Player Protection**

### **8.01 Self Exclusion**

Upon making an election to enroll in the PlayNow Self Exclusion Program, or upon enrollment in a Voluntary Self-Exclusion program at any BC gaming facility, BCLC has the right to close your Account and pay out any unredeemed funds therein. Unredeemed Tokens will not be paid out.

### **8.02 Privacy**

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

- a. to communicate with you;
- b. to assist BCLC and its service providers, including Authorized Providers, with any aspect or operation of PlayNow.com, as BCLC in its sole and absolute discretion deems necessary;
- c. to assist BCLC and/or the Provincial Government with any aspect or operation of any existing or future responsible play programs, policies, measures or initiatives;
- d. in accordance with other applicable laws;
- e. to access your credit file for the purpose of identity verification only and not a credit check; and
- f. for BCLC's internal business purposes, including but not limited to; 1) direct marketing and 2) publishing your name, photograph, amount won and geographical location in the event that you become a winner

BCLC will not sell your personal information. BY CLICKING "I AGREE" YOU HEREBY AGREE AND ACKNOWLEDGE THAT BCLC AND ITS SERVICE PROVIDERS AND AUTHORIZED PROVIDERS MAY USE, ACCESS AND STORE YOUR PERSONAL INFORMATION BOTH INSIDE AND OUTSIDE CANADA FOR THE ABOVE PURPOSES

### **8.03 Fraudulent Activity**

Playing peer-to-peer games, such as online Poker, poses inherent risks. For example, you cannot see who you are playing against and they may be:

- a. colluding with other third parties;
- b. using automated devices that make decisions for, or take the place of a live player;
- c. engaging in unfair or fraudulent practices. This includes activity that BCLC determines as an attempt to defraud BCLC, its Authorized Providers, vendors or other players.

(Collectively and individually "**Fraudulent Activity**")

Fraudulent Activity is strictly prohibited. BCLC takes commercially reasonable measures to prevent such activity. If you suspect a player is engaging in Fraudulent Activity, you must report this to BCLC immediately.

IN THE EVENT THAT BCLC HAS REASONABLE GROUNDS TO BELIEVE THAT YOU HAVE ENGAGED IN COLLUSION OR ANY OTHER FORM OF FRAUDULENT ACTIVITY, BCLC SHALL BE ENTITLED TO TAKE ONE OR MORE OF THE FOLLOWING ACTIONS:



- a. SEIZE FROM YOUR ACCOUNT FUNDS EQUAL TO THE AMOUNT OBTAINED THROUGH FRAUDULENT ACTIVITY
- b. SUSPEND OR TERMINATE YOUR ACCOUNT IMMEDIATELY, AND/OR
- c. TAKE LEGAL ACTION AGAINST YOU.

#### **8.04 Limitation of Liability**

You agree that BCLC may only be held liable in the event of a technical malfunction caused solely by a failure of the Computer Systems and in such case BCLC's liability shall be limited to the amount you wagered or paid to participate in the game in question and your sole remedy is to be reimbursed for such amount. YOU AGREE THAT BCLC SHALL NOT BE LIABLE UNDER ANY OTHER CIRCUMSTANCES FOR ANY AMOUNT.

#### **8.05 Dispute**

In the event of a dispute arising out of a discrepancy between the information displayed on your screen, including but not limited to information about the outcome of a game, and the information recorded in the Computer Systems, the information recorded in the Computer Systems will prevail.

#### **8.06 BCLC's Absolute Discretion to Discontinue, Limit or Amend**

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, and any applicable Rules. **It is your responsibility to be familiar with the current Player Agreement at all times. You acknowledge and agree that your continued use of PlayNow.com constitutes your acceptance of the terms of the Player Agreement in force at the time.**

#### **8.07 BCLC's Absolute Discretion to Refuse, Suspend or Terminate**

BCLC has the right at any time and in its sole and absolute discretion to, without notice, refuse to grant, suspend or terminate your Account if you breach or are suspected of breaching any term of this Player Agreement, the Terms of Use, any Rules and Regulations, Rules, Game Conditions, Promotion Conditions, agreements, laws or other terms 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.

#### **8.08 BCLC's Right 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 or if BCLC is not satisfied that the Registration information you provided is true, accurate and current.

#### **8.09 Governing Law**

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

#### **8.10 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.com, and the content therein. Notwithstanding anything else on PlayNow.com, or in this Player Agreement or any Rules, you acquire no rights in or to any such copyright, trademarks or other intellectual property rights.

#### **8.11 Entire Agreement**

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

#### **8.12 Enforceability**

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