



---

## Ontario Lottery and Gaming Corporation

### Rules Respecting Lottery Games

These Rules apply, until amended or revised, to lottery games conducted by the Ontario Lottery and Gaming Corporation. These rules do not apply to the Corporation's Casino Sports Lottery Games, BIG LINK BINGO, or bingo games conducted and managed by the Corporation. It is a condition of participating in a lottery scheme that the participant agrees to be bound by these game Rules and the Game Conditions governing the specific lottery game.

#### 1.0 Interpretation

##### 1.1 In these Rules,

“Act” means the Ontario Lottery and Gaming Corporation Act, 1999, as amended;

“Advance Play” means a play feature that allows a player to enter a number of consecutive draws in a lottery game, where the first draw is the next succeeding draw;

“bearer” means a person in possession of a ticket;

“Casino Sports Lottery Game” means a lottery game that is conducted through the on-line system exclusively in a casino and is governed by the Corporation's Rules Respecting Casino Sports Lottery Games;

“claimant” means a person claiming entitlement to a prize;

“close of play” means the closing time of ticket sales for any given draw;

“Corporation” means the Ontario Lottery and Gaming Corporation;

“draw” means the random selection(s) by the Corporation of the winning number(s) or winner(s), or for lottery games based on sporting events, the last calendar date of the List from which a player's selection(s) were made, and “drawn” shall have a similar meaning;

“draw time” means the time at which the relevant draw is held;

“EVENING draw” means the evening draw (at approximately 10:30 p.m. Eastern Time);

“event” means an individually numbered proposition on a “List”, a periodic schedule of events, associated with a sports competition, and includes other information relevant to a specific lottery game;

“event cut-off time for wagering” means the time assigned to an event by the Corporation, in its sole discretion, after which no further wagering may occur with respect to that event;

“Game Conditions” means the terms, conditions, explanations, Rules, procedures, including the prize structure governing a specific lottery game;

“identification number” means the multi-digit control number printed on a ticket which identifies that ticket and distinguishes it from all other tickets issued by the Corporation for a lottery game;

“INSTANT Lottery Game” means a lottery game which includes an instant play feature such as one or more rub-off spots, pull-tabs, play areas, or other instant play features or a combination of instant play features and draw features, and are not issued through the on-line system. For greater certainty, WATCH 'N WIN Lottery Games are not INSTANT Lottery Games;

“instructions” means the information made available to players on how to play lottery game, which may include, but is not limited to the Player's Guide, the sports list, the Corporation's web site, playstand posting, terminal message, press release or otherwise;

“lottery game” means the lottery scheme conducted by the Corporation, as described in these Rules and the specific lottery Game Conditions;

“lottery ticket”, “ticket” or “ticket receipt” means a ticket or other means of participating in a lottery;

“MIDDAY draw” means the afternoon draw (at approximately 2:00 p.m. Eastern Time);

“on-line system” or “central computer system” means the terminals of the Corporation's computer-controlled system for conducting lottery games (including, but not limited to the electronic ticket checkers), as well as the Corporation's central computer-controlled on-line system directly controlling these terminals;

“play element” means one or more number, digit, letter, symbol, image, or combination thereof;

“player” means a person who is eligible to participate in a lottery game in accordance with the Act, the Regulations, the Rules, and the Game Conditions;

“Quick Pick” means the trade-mark used by the Corporation to identify the feature in a lottery game in circumstances where the selection is determined by the on-line system;

“Regulations” means the Regulations made under the Act;

“Repurchase Play” means the choice made by a player or determined by the on-line system on behalf of the player for the purpose of enabling a player to make his or her selections using a previously played ticket;

“result” means the final outcome of a sporting event as determined by the Corporation for the applicable lottery game, and for an INSTANT Lottery Game means the winning selection;

“selection” means a player’s choice(s) of play elements, outcomes of play, or such other information specific to a lottery game issued through the on-line system;

“selection slip” means a slip of paper or an electronic interface available through a mobile or web application used for the purpose of enabling the player’s selection(s) in a lottery game, all as provided by the Corporation;

“Slipless Play” means the player’s selection is verbally communicated by the player to the lottery retailer;

“SPORTS Lottery Game” means a lottery game which includes a monetary wager related to the outcomes of more than one event;

“validation message” means the message displayed on the customer display screen of the on-line system in any medium;

“validation slip” means the document issued by the Corporation containing information as to the prize amount, if any;

“valid ticket” means a ticket that is not void;

“WATCH ‘N WIN Lottery Game” means a two-part lottery game in which the player is (i) issued an instant play that is conducted at the point of sale; and (ii) issued an entry into a draw through the on-line system;

“winner” means the person(s) who is the bearer of a winning ticket and who satisfies all conditions established by the Corporation to claim a prize;

“winning number” means the winning number(s) drawn on the draw date and draw time for a lottery game; when a lottery game does not have a MIDDAY draw, it shall be drawn only for the EVENING draw;

“winning ticket” means a valid ticket that bears a selection(s) that exactly matches the winning number(s) or results or play element(s), as determined in accordance with these Rules, and the specific lottery Game Conditions.

1.2 Words used in these Rules which are used in the Game Conditions for the specific lottery game and the Regulations have the same meaning as those used in the Regulations. Words in the singular shall include the plural, and words in the masculine gender shall include the feminine.

1.3 In the event of a conflict between information printed by the Corporation and contained on the ticket, the instructions, the selection slip, the Game Conditions for the specific lottery game, these Rules and the Regulations, such conflict shall be resolved in accordance with the following priority:

- (a) the Regulations;
- (b) these Rules;
- (c) the Game Conditions for the specific lottery game, if any;
- (d) the selection slip, if any;
- (e) the instructions, if any, and;
- (f) the ticket.

## **2.0 Sale and Issuance of Tickets**

2.1 Lottery games issued through the on-line system

- (a) A player may participate by:
  - (i) Selection slip;
  - (ii) Quick Pick (if such feature is available);
  - (iii) Repurchase play (if such feature is available);
  - (iv) Subscription (if such service is available), or;
  - (v) Slipless play (if such feature is available).
- (b) Selection(s) can only be made for the next succeeding draw or for the number of draws a player chooses, commencing with the next succeeding draw.
  - (i) For a lottery game with a MIDDAY draw, for tickets purchased after the close of play for the EVENING draw that day, the next succeeding draw shall be the next day’s MIDDAY draw. For tickets purchased before the close of play for the MIDDAY draw that day, the next succeeding draw shall be that day’s MIDDAY draw. For tickets purchased after the close of play for the MIDDAY draw and before the close of play for the EVENING draw that day, the next succeeding draw shall be that day’s EVENING draw.
  - (ii) For a lottery game without a MIDDAY draw, for tickets purchased after the close of play for that game’s draw, the next succeeding draw shall be for the next draw for that game.
- (c) Upon receipt of the above information, the Corporation shall deliver to the lottery retailer a ticket, with respect to sections 2.1(a) (i) (ii) (iii) and (v) above, and the lottery retailer shall deliver to the player the ticket which shall:
  - (i) constitute a receipt for payment;
  - (ii) indicate the player’s selection(s), the applicable draw date and draw time (if applicable, including for Advance Play) or List number, the dollar amount wagered, and other information pertinent for that lottery game;
  - (iii) provide a unique identification number for that ticket.
- (d) A player is solely responsible for ensuring that the selection(s) recorded on the ticket is as requested. The Corporation assumes no responsibility for any disparities and shall rely solely on the information recorded on the ticket or in the on-line system for determining how prizes will be awarded.

- (e) The Corporation may, upon appropriate payment and satisfactory evidence of residence in Ontario, provide players a service to purchase lottery tickets by any method of subscription. Each player is deemed to hold a valid ticket for the lottery game subscribed with the relevant information recorded in the on-line system, including the ticket selection(s) and draw date(s) and draw time(s). If such ticket is a winning ticket, such player is deemed to produce a claim within 24 hours following the relevant draw.
- (f) The Corporation may, at any time, refuse to issue tickets bearing any selection or limit the aggregate wager or prize payout on any lottery game or ticket or selection(s).

## 2.2 Refunds

- (a) A player may obtain a refund only if:
  - (i) the lottery ticket has been paid for;
  - (ii) the lottery ticket has been delivered up to the lottery retailer from which the lottery ticket was purchased;
  - (iii) the person seeking the refund is the purchaser of the ticket; and
  - (iv) the refund is sought and completed within the prescribed time limits as set out in subsection (b).
- (b) A person may only obtain a refund for his/her lottery ticket in accordance with any time limits prescribed in the Game Conditions in effect for the corresponding lottery game. If the Game Conditions have not prescribed any time limits for obtaining a refund, the following criteria apply:
  - (i) for SPORTS Lottery Games, the refund must be sought and completed by the earliest of: within thirty (30) minutes of the purchase of the lottery ticket; up to and including 11:59:59 p.m. Eastern Time on the day of purchase and prior to the event cut-off time for wagering of the earliest scheduled event on the lottery ticket; and
  - (ii) for draw-based games (excluding WATCH N' WIN Lottery Games and SPORTS Lottery Games), prior to the close of play for the first eligible draw on the ticket.
- (c) Subject to subsection (d), a player may not obtain or seek a refund for a WATCH 'N WIN Lottery Game ticket or for an INSTANT Lottery Game ticket.
- (d) Notwithstanding anything contained in paragraph 2.2, the Corporation may issue a refund if it deems it appropriate to do so.

## 2.3 INSTANT Lottery Games

- (a) A game may be issued more than once and is distinguished from other issues of that game by the issue number appearing on the ticket.
- (b) The issuance, distribution and sale of tickets for a lottery game or any issue thereof may continue only until the date specified on the back of the ticket.
- (c) The Corporation, may at any time limit the number of tickets printed, issued, distributed or sold and may at any time recall or refuse to print, issue, distribute, sell, validate, redeem or otherwise honour, all or any part of any ticket or tickets, and any ticket or tickets may be declared void at any time at the Corporation's option. For greater certainty, the Corporation, without notice, may, for the benefit of players and in accordance with the principle of random chance on an overall basis, stagger, extend, or structure in any other fair manner, the printing, issuance, distribution or sale of tickets and/or winning tickets, but may at any time, without notice, discontinue the printing, issuance, distribution or sale of all or any tickets, regardless of the number or type of tickets printed, issued, distributed or sold or of prizes (if any) claimed or awarded, without affecting the Corporation's right at any time and from time to time, without notice, to later continue, complete or re-commence, and/or again discontinue in accordance with the foregoing, such printing, issuance, distribution or sale, in whole or in part.

- 2.4 If a ticket eligible for a promotional offer whereby further ticket(s) are issued (the "promotional ticket(s)"), is cancelled, such cancellation shall also cancel the promotional ticket(s).
- 2.5 In communicating the player's selection(s) to the Corporation, a lottery retailer shall be deemed to be acting on behalf of the player and not on behalf of the Corporation. The Corporation shall not be liable to anyone for any loss attributable to the lottery retailer.
- 2.6 The contract between the Corporation and a player is evidenced by the information recorded in the on-line system. This information consists of an identification number; the play type, if any; the numbers selected; the amount wagered; and, is not evidenced by the player's marked selection(s) on the selection slip or the validation slip, or any validation message in any medium. If there is a conflict between the information in the on-line system, and the information on the selection slip, the ticket, or the validation slip, or the validation message in any medium, the information in the on-line system shall govern.

## 3.0 The Draw and Results

- 3.1 A draw in a lottery game, if required to determine a winner or a winning ticket, may be held by any means and at such time and place as the Corporation determines. The number drawn is referred to as the "winning number".
- 3.2 When a draw for a lottery game cannot be held on the date and time fixed, such draw shall be held when practicable.
- 3.3 For SPORTS Lottery Games, results of the event are as and when determined solely by the Corporation. The Corporation, in its sole discretion, in order to ensure the integrity of a lottery game, reserves the right to amend

results. The Corporation does not recognize protests, overturned decisions or amended results, after the Corporation has entered the final result of the event into the on-line system.

#### **4.0 Prize Structure**

- 4.1 The Corporation shall determine a prize structure for a lottery game, in such a manner as it deems fit, and once determined, this prize structure shall form part of these Rules.
- 4.2 The prize structure for lottery games issued through the on-line system shall be set out in the Game Conditions for that lottery game. The prize structure for an INSTANT Lottery Game shall be set out in the Player's Guide Fact Sheet for that lottery game.

#### **5.0 Payment of Prizes**

- 5.1 A prize for any draw shall be awarded to the winner in accordance with the prize structure in effect for such draw and in accordance with the Regulations, these Rules, and the specific lottery Game Conditions.
- 5.2 The Corporation reserves the right to satisfy itself as to the validity of any ticket that is presented as a winning ticket, by means of such authentication and validation tests, requirements, investigations, and procedures as it may from time to time determine, and to declare that a ticket which does not pass, meet, or fulfill such tests, requirements, investigations or procedures is void. Concurrently with a winning ticket being presented to the Corporation (or being received by the Corporation by mail), whether for the purpose of validation or for the purpose of claiming a prize, all right, title and interest in and to the ticket is thereby relinquished by the winner and property in the ticket passes to the Corporation.
- 5.3 All prizes must be claimed within 12 months of the relevant draw, for lottery games with a MIDDAY and EVENING draw, within twelve months of the relevant draw date, and for INSTANT Lottery Games, by the date specified on the back of the ticket, unless otherwise specified by the Corporation thereafter any unclaimed prizes shall be forfeited and shall not be awarded.
- 5.4 When an Advance Play ticket is redeemed before all applicable draws have taken place, the Corporation shall deliver to the player a ticket receipt for the remaining draws.
- 5.5 The Corporation may refuse to send or forward a prize to an address outside Canada and will not send or forward a prize to an address in any jurisdiction where such sending or forwarding is prohibited by law.
- 5.6 The value of a non-monetary prize shall be determined by the Corporation. The Corporation reserves the right to substitute a non-monetary prize with another non-monetary prize or money prize. Non-monetary prize will be awarded as provided; no warranties or guarantees of any kind are given by the Corporation. The awarding of non-monetary prizes may be subject to terms, conditions or restrictions.
- 5.7 The Corporation may offer a winner of a non-monetary prize the option of a substitute cash prize of a value determined solely by the Corporation which may be equal to or lesser than the value of the non-monetary prize.
- 5.8 A winner of an annuity prize may have the option of a single cash payment in lieu of periodic payments. The single cash payment will be a fixed amount determined by the Corporation, regardless of the age and gender of the winner and will extinguish the winner's entitlement to all annuity payments. The prize option chosen by the winner shall be final and binding, and such choice must be made by the winner within the time frame specified by the Corporation.
- 5.9 If an annuity prize winner resides outside Ontario at the time of the claim or if the Corporation foresees any present or future difficulty for the Corporation in processing the annuity prize, the Corporation reserves the right to award a single cash payment in lieu of annuity payments.
- 5.10 If an annuity prize winner who selected the annuity payments option dies prior to the conclusion of the 20-year minimum annuity period, or such other minimum annuity period set out in the game conditions for that game, the Corporation may, at its option, permit an individual who is the winner's beneficiary to receive the annuity payments for the balance of such annuity period, and the Corporation may require such information and written consents from such beneficiary (and the beneficiary will be deemed to have given the same representations, warranties and indemnities and to be subject to the same restrictions and limitations) as if the beneficiary had been the winner under these Rules. If such beneficiary also dies prior to the conclusion of the original winner's minimum annuity period, the Corporation shall not be required to permit any other person to receive any annuity payments.
- 5.11 Neither a prize (or portion thereof), nor any entitlement or payment relating to it, may be assigned, transferred, sold, loaned, leased, rented, pledged, mortgaged or hypothecated, by any winner. The Corporation may assign to one or more third-party providers the responsibility to pay or award annuity prizes. The Corporation will not be liable for any acts or omissions of such third-party providers (including, without limitation, total or partial non-payment).
- 5.12 The Corporation is not responsible for providing financial or tax advice. However, for a lottery game which offers annuity prizes, the Corporation may calculate the gross amount of each of the annuity payments based on the highest marginal Provincial (Ontario) and Federal (Canada) income tax rate applying to Ontario residents, but the Corporation may use any other basis which it considers fair to both the Corporation and the winner.
- 5.13 For group play, annuity payments are not available, group play winners are deemed to have selected the single cash payment option.
- 5.14 The Corporation incurs no liability toward anyone in the case of an act of God, fortuitous event or force majeure. In all other cases, whether the liability is contractual or in tort, including negligence on the part of the Corporation or its employees, lottery retailers or third-party providers, the liability of the Corporation is limited, if the claim is based on a valid winning ticket, to the prize won with such ticket. If the claim is not based on a valid winning ticket, the liability of the Corporation is limited to the amount paid for the ticket.

- 5.15 Where the amount of a prize payable to a winner requires a calculation by the Corporation, the calculation by the Corporation of the amount of the prize shall be final and binding. Rounding may occur throughout the calculation process. In making the calculations, the Corporation shall express the quotient resulting from such division in dollars and cents with the number of cents being rounded to the nearest ten (10) cents or multiple thereof. Where the number of cents is less than five, the number shall be rounded down and where the number of cents is five or more, the number shall be rounded up.
- 5.16 The Corporation will not award a prize for tickets which are void unless the Corporation, in its discretion, deems it appropriate to do so. Tickets are void if lost, stolen, unissued, illegible, mutilated, damaged, altered, counterfeited or forged, miscut, misregistered, defective, misprinted, cancelled, produced in error and not recorded in the on-line system, incomplete, not paid for, destroyed or issued, acquired or presented, in, or upon, violation of the Act, the Regulations, these Rules, or the Game Conditions. Void tickets are the property of the Corporation.
- 5.17 Subject to paragraph 5.18 in the event that a ticket which is purchased or issued is void, or deemed to be void, the Corporation may, at its option, (a) replace the ticket with another unplayed ticket for the selection, (b) replace the ticket with a new selection, or, (c) provide a refund in the amount wagered.
- 5.18 Any purported prize awarded on a void ticket without the Corporation's authorization shall at all times remain the property of the Corporation. The Corporation may in the sole discretion of the Corporation award a prize on a void lottery ticket.

## **6.0 Claims**

- 6.1 The Corporation may award a prize to the bearer of a ticket. The Corporation reserves the right to satisfy itself that a person claiming a prize is entitled, and will remain entitled, to such prize as the lawful bearer of a winning ticket.
- 6.2 It is a condition for entitlement to collect any prize that the claimant, if required by the Corporation, give to the Corporation a valid release in form and substance satisfactory to the Corporation and undertake to save the Corporation harmless from any further claims in respect of that prize, including claims regarding the awarding, possession, enjoyment, sale, use or calculation thereof, and claims regarding the calculation, deduction or remittance of any applicable income taxes thereon.
- 6.3 A winner is deemed to represent and warrant to the Corporation (at the time the prize is claimed and at the time of the payment of each and every portion of the prize), that he/she is the lawful bearer of a winning ticket, (and that all of these Rules have been complied with) and, notwithstanding paragraph 6.2, upon payment or receipt of the prize, is deemed to release, indemnify and save the Corporation harmless from any and all claims of every kind with respect to the prize (and every portion thereof), the calculation thereof, and the awarding thereof (including any income taxes and related penalties and fines) and the Corporation may, without liability, rely solely on a person's possession of a winning ticket in determining any prize entitlement. Such representation and warranty shall survive the awarding of the prize, and the Corporation may in its sole discretion set off any portion of the prize in furtherance of such indemnity.
- 6.4 Each winner acknowledges that the Corporation may, at any time (and from time to time), during the prize claim process, require certain personal information from the winner and that the collection of such information (including, in certain circumstances, the winner's Social Insurance Number) is necessary to the proper administration of the Corporation's lotteries. Any personal information is collected pursuant to the Ontario Lottery and Gaming Corporation Act, 1999, and is intended to be used for following principal purposes: to comply with legal and audit requirements, for announcing winners, awarding prizes, disclosure of insider wins for public scrutiny, and the posting of prize wins on the Corporation's website for an extended period of time, and otherwise in accordance with the Corporation's prize claim policy and any successors or replacement thereof, and for the Corporation's internal business purposes. For further information contact the Corporation at 1-800-387-0098. Each winner further acknowledges that any failure by the winner to provide the Corporation with such information or failure to permit the Corporation to disclose such information to one or more of the Corporation's third-party providers, may prevent the Corporation from paying or awarding all or part of the prize in the manner contemplated by the prize structure.
- 6.5 The Corporation shall not be responsible for determining any individual's entitlement to all or a part of a prize won on a ticket purchased by or issued to a group or for compliance with any laws which may prohibit or restrict groups playing lotteries and the Corporation shall not be liable in any way (whether in contract, negligence or otherwise) to any person for any damages he or she may suffer as a result of his or her playing a lottery game as a member of a group.
- 6.6 The Corporation reserves the right to intercept, in whole or in part, one or more prizes in accordance with applicable family legislation, as amended from time to time, and will be held harmless from any claims in respect of this action.
- 6.7 The Corporation may require a player to produce such valid identification substantiating the identity of the player as the Corporation may determine.
- 6.8 A player must sign his/her name on the ticket prior to presenting the ticket to a lottery retailer or the Corporation for verification or to claim a prize.

## **7.0 General**

- 7.1 The Corporation makes no representations of any kind whatsoever about the on-line system used to conduct lottery games and shall not be liable for any loss or damage suffered by any person as a result of the operation of the on-line system or the failure of the on-line system to operate properly or at all.
- 7.2 The Corporation designates the following persons as Related Parties:
- (a) Members of the Corporation's Board of Directors;
  - (b) Full time, part-time and student employees of the Corporation,

- (c) Persons who are directly on the Corporation's payroll;
  - (d) The Corporation's employees who are on paid or unpaid leave;
  - (e) Individual consultants or public sector employees retained by the Corporation through contracts of retainer for periods of 30 calendar days or more in the aggregate;
  - (f) Persons under the age of 18 years;
  - (g) Directors, officers, partners, and sole proprietors of the Corporation's authorized retailers;
  - (h) Paid or unpaid, full time, part time, and student employees of the Corporation's authorized retailers.
- 7.3 Persons designated by the Corporation as Related Parties, pursuant to Sections 7.2 (a), (b), (c), (d), (e) and (f) above, are not eligible to participate, by themselves or as a member of a group, in a lottery in Ontario, including without limitation, purchasing a ticket, validating a ticket or receiving a ticket as a gift, and are not entitled to claim any prize in a lottery.
- 7.4 Persons designated by the Corporation as Related Parties, pursuant to Sections 7.2 (g) and (h) above who are engaged in any manner in the handling of tickets, including without limitation the activation, sale, validation or the redemption of tickets are not eligible to participate, by themselves or as a member of a group, in a lottery at the retailer location to which he/she is associated, including without limitation purchasing a ticket, validating a ticket or receiving a ticket purchased from that retailer location as a gift, and are not entitled to claim any prize in a lottery resulting from that Related Party's participation in such lottery contrary to these Rules or contrary to any applicable policy.
- 7.5 Claimants are subject to these Rules and any applicable Corporation policies.
- 7.6 In determining eligibility to participate in a lottery, the status of a Related Party will be determined as of the date of purchase of the lottery ticket or other means of participating in the lottery.
- 7.7 The Corporation will not pay or deliver any prize won/claimed by or on behalf of a Related Party resulting from that Related Party's participation in a lottery, by themselves or as a member of a group, contrary to these Rules or any applicable policies.
- 7.8 Tickets purchased, received as a gift, or otherwise acquired, or electronically checked or redeemed in contravention of these Rules or contrary to any applicable policy are void.
- 7.9 The Corporation may offer one or more lottery games, including lottery games offered by the Interprovincial Lottery Corporation, as a promotion. In such case, the Corporation shall make the information available in such manner as the Corporation may determine.
- 7.10 The Corporation may amend these Rules at any time and in any manner.
- 7.11 In the event any provision of these Rules and Regulations, of the conditions and explanations appearing on a ticket or of such other conditions as are established by the Corporation are determined by a court of competent jurisdiction to be void or unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions thereof.
- 7.12 These Rules Respecting Lottery Games shall be governed by, subject to and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable therein. The Courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or other legal proceedings based on or arising out of these Rules or any lottery game.
- 7.13 The headings in these Rules are for convenience of reference only and do not affect the interpretation of these Rules.
- 7.14 Unless otherwise specified by the Corporation, these Rules are effective as of October 24, 2017 and supersede the previously existing Rules Respecting Lottery Games.

## ONTARIO LOTTERY AND GAMING CORPORATION

October 24, 2017

Ce document est aussi disponible en français en composant le 1 800 387-0098.