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## Ontario Lottery and Gaming Corporation Rules Respecting iGaming Lottery Games

These Rules Respecting iGaming Lottery Games (the “**Rules**”) apply to lottery games conducted by the Corporation on OLG’s internet gambling website OLG.ca. The Rules do not apply to the Corporation’s other lottery schemes or products, including lottery schemes played at retailer locations (to which the Ontario Lottery and Gaming Corporation Rules Respecting Lottery Games apply), lottery schemes or other games played at casinos, casino sports wagering, break-open tickets, charitable lottery games and bingo games, or bingo games conducted and managed by the Corporation. It is a condition of participating in a lottery game that you agree to be bound by these Rules, the Game Conditions, instructions governing the specific lottery game that you choose to play and the Player Agreement and, if you choose to play an ILC game, the ILC Rules.

### 1. Interpretation

#### 1.1 In these Rules:

“**Act**” means the *Ontario Lottery and Gaming Corporation Act, 1999*, as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded from time to time;

“**AGCO**” means the Alcohol and Gaming Commission of Ontario;

“**auto pick**” means a randomly generated selection that is confirmed by the player, in whole or in part;

“**central computer system**” means the Corporation’s central computer-controlled online system;

“**claimant**” means a player claiming entitlement to a prize in a lottery game;

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

“**consecutive draw**” means a player’s option to automatically purchase a ticket for a certain number of consecutive draws in a lottery game, from a minimum of two consecutive draws to the maximum number presented to the player on OLG.ca, in accordance with the terms and conditions set forth in paragraph 2.2 and in any other additional instructions;

“**Corporation**” means the Ontario Lottery and Gaming Corporation;

“**draw**” means the random picking by the Corporation or the ILC of the winning play element(s) or winner(s) for a lottery game and “drawn” has 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);

“**Game Conditions**” means the terms, conditions, explanations, rules and procedures, including the prize structure, governing a specific lottery game that are issued and designated as “Game Conditions” by the Corporation from time to time;

“**host game**” means any of the lottery games operated by the ILC or the Corporation that the Corporation designates as a host game for ENCORE;

“**iGaming entity**” means any entity: (a) that is, directly or indirectly, a subsidiary or affiliate of the iGaming vendor and is also, as determined by the Corporation in its sole discretion, materially engaged in the provision of software, systems, products or services relating to the Corporation’s conduct and management of lottery schemes on OLG.ca; or (b) that the Corporation or the iGaming vendor retains through a material contract, as determined by the Corporation in its sole discretion, to provide the Corporation or the iGaming vendor with software, systems, products or services relating to the Corporation’s conduct and management of lottery schemes on OLG.ca;

“**iGaming vendor**” means the designated service provider(s) retained by the Corporation from time to time to provide software, systems, products or services relating to the Corporation’s conduct and management of lottery schemes on OLG.ca;

“**ILC**” means the Interprovincial Lottery Corporation;

“**ILC game**” means a national ILC lottery game, such as LOTTO MAX, DAILY GRAND, and LOTTO 6/49, as amended, cancelled, replaced or discontinued from time to time;

“**ILC Rules**” means the Interprovincial Lottery Corporation Rules and Regulations Respecting Lotteries and Lottery Tickets;

“**instructions**” means the information made available by the Corporation to a player on how to play a lottery game, including information available on OLG.ca, press releases or otherwise;

“**lottery game**” means a “lottery scheme” as it is defined in the *Criminal Code (Canada)* conducted by the Corporation, including any ILC game managed by the Corporation, that: (a) is available at retailer locations and/or on OLG.ca; (b) is described in Game Conditions; (c) requires a player to select a set of play elements (whether chosen by player pick or auto pick); and (d) has its outcome or result being determined by a draw. For greater certainty, a lottery game may be amended, cancelled, replaced, voided or discontinued by the Corporation in its sole discretion from time to time;

“**lottery subscription**” means a player's selection of the consecutive draw or never miss a draw option, in accordance with the terms and conditions set forth in paragraph 2.2 and in any other additional instructions;

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

“**never miss a draw**” means a player’s option to automatically purchase a ticket for all upcoming draws in a lottery game for an indefinite number of draws in accordance with the terms and conditions set forth in paragraph 2.2 and in any other additional instructions;

“**OLG.ca**” means the Corporation’s internet gaming website through which lottery games are made available to players from time to time;

“**play element**” means one or more numbers, digits, letters, symbols, images or combinations thereof;

“**player**” means any one person (for certainty, other than a person who is or becomes a self-excluded person or a Related Party) who: (a) is eligible to participate in a lottery game in accordance with the Act, the *Gaming Control Act, 1992* (Ontario) and the regulations thereunder, the Regulations, the Rules, the ILC Rules (if applicable), the applicable Game Conditions and the Player Agreement; and (b) has successfully registered and maintains an active player account that is not suspended, deactivated, locked or closed;

“**player account**” means a player’s account (as more specifically defined in the Player Agreement) registered by a player on OLG.ca and maintained in accordance with the Player Agreement;

“**Player Agreement**” means the “Player Agreement – Terms and Conditions of Use for OLG.ca” that contains terms and conditions that govern the use of OLG.ca by the player, as same may be amended or replaced from time to time;

“**player pick**” means a selection chosen by a player, but does not include auto pick;

“**prize**” means a sum of money or any other property or benefit to which a winner is entitled in accordance with these Rules;

“**purchase confirmation**” means the purchase confirmation provided by the Corporation setting out the player’s selection(s), the applicable draw date and such other information, if any, deemed by the Corporation to be pertinent for the applicable lottery game and evidencing the purchase of a ticket for a draw, all of which is displayed within the player account;

“**Regulations**” means the regulations made under the Act, as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded from time to time;

“**Related Parties**” is defined in paragraph 6.1;

“**Rules**” means these Ontario Lottery and Gaming Corporation Rules Respecting iGaming Lottery Games;

“**selection**” means the play element for a lottery game (whether by player pick or auto pick) or such other information specific to a lottery game selected and confirmed by the player prior to purchase;

“**subscription information**” means the subscription information regarding the player’s subscription that is displayed on the player’s OLG.ca screen and/or emailed to the email account associated with the player account, but does not include a purchase confirmation;

“**ticket**” means an electronic record demonstrating a player’s participation in a lottery game and setting out the player’s selection(s), the applicable draw date and such other information, if any, deemed by the Corporation to be pertinent for that lottery game, which selection(s), draw date and other information are recorded in the central computer system and available in the player account as a “purchase confirmation”. For greater certainty, “ticket” does not include subscription information;

“**upcoming draw**” means the next available and applicable draw;

“**valid ticket**” means a ticket that satisfies the requirements of paragraph 2.3 and is not void;

“**winner**” means the player who purchased a winning ticket and who satisfies all requirements, rules, policies and conditions established by the Corporation to claim a prize and any other applicable requirements, policies or conditions, including those established by the ILC;

“**winning play element**” means the play element(s) drawn on the draw date and draw time for a lottery game; and

“**winning ticket**” means a valid ticket that bears a selection(s) that exactly matches the winning play element(s), as determined in accordance with the Rules, the specific Game Conditions and the ILC Rules, if applicable.

1.2 Words used in the Rules that are used in the Game Conditions for the specific lottery game and in 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 the ticket, the Player Agreement, the instructions, the applicable Game Conditions, the Rules, the ILC Rules (if applicable), and the Regulations, such conflict shall be resolved in accordance with the following priority:

- (a) the Regulations;
- (b) the ILC Rules (if applicable);
- (c) the Rules;
- (d) the applicable Game Conditions;
- (e) the instructions, if any;
- (f) the Player Agreement; and
- (g) the ticket.

## 2. How to Participate:

2.1 A player may participate by:

- (a) player pick;
- (b) auto pick;
- (c) the “consecutive draw” lottery subscription option; and/or
- (d) the “never miss a draw” lottery subscription option.

2.2 **Lottery Subscriptions:** In addition to other instructions, the following terms and conditions apply to lottery subscriptions:

- (a) the first draw is for the upcoming draw;
- (b) all selection(s) for host games are identical and all ENCORE number(s) (where applicable) are uniquely generated from draw to draw;
- (c) payment is received at the time of lottery subscription for the upcoming draw and, with the exception of Daily Keno, for each succeeding draw, payment is received either (i) in advance of such draw prior to 8 a.m. Eastern Time on the day of the applicable draw; or (ii) between 8 a.m. Eastern Time and 9 a.m. Eastern Time on the day of the applicable draw and then only if the Corporation processes a payment for such draw from the player account during such period and payment is complete (notwithstanding the foregoing, and for greater certainty, the Corporation shall not assume any responsibility or obligation and will not be liable for processing any payment that is not received prior to 8 a.m. Eastern Time on the day of the applicable draw);
- (d) at the time the subscription is made, the player account will only be deducted for the upcoming draw ticket. With the exception of tickets for Daily Keno, a daily attempt will be made to deduct payment for future subscription tickets at approximately 8:00 a.m. Eastern Time following each draw date. The player account must contain sufficient funds on or before 8:00 a.m. Eastern Time on the day of the draw for a ticket to be purchased;
- (e) daily attempts to deduct payment from the player account for future subscription tickets of Daily Keno shall be made as follows:
  - (i) for the MIDDAY draw three attempts will be made to deduct payment from the player account for the upcoming draw ticket at 8 a. m., 10 a.m., and 12. p.m. Eastern Time; and
  - (ii) For the EVENING draw, three attempts will be made to deduct payment from the player account for the upcoming draw ticket at 4 p.m., 6 p.m., and 8 p.m. Eastern Time;
- (f) for succeeding draws of Daily Keno, payment must be received by the Corporation either:
  - (i) by 12 p.m. Eastern Time for the MIDDAY draw on the day of the applicable draw or by 8 p.m. Eastern Time for the EVENING draw on the day of the applicable draw; or
  - (ii) between 12 p.m. and 1 p.m. Eastern Time for the MIDDAY draw on the day of the applicable draw or between 8 p.m. and 9 p.m. for the EVENING draw on the date of the applicable draw only if the Corporation processes a payment for such draw from the player account during such periods and payment is complete (notwithstanding the foregoing, and for greater certainty, the Corporation shall not assume any responsibility or obligation and will not be liable for processing any payment that is not received prior to the specified times on the day of the applicable draw);
- (g) If the player account does not have sufficient funds available at the time of the transaction as specified in this paragraph 2.2, as determined by the Corporation, in its sole discretion, then the player will be deemed not to have purchased a ticket for that draw. The player's lottery subscription will remain active and a purchase will be attempted for the next draw. If the first ticket of the subscription fails to be purchased, the player's lottery subscription shall also fail to be created. In addition, if there are four consecutive draws where a player's account does not have sufficient funds, the player's lottery subscription will be cancelled
- (h) the player account and the applicable lottery subscription must remain active (e.g., not be deactivated, cancelled, terminated, locked, or closed) at the time the lottery subscription is processed by the Corporation;
- (i) at the time the lottery subscription is processed by the Corporation, the player is within the responsible gambling limits selected by the player on OLG.ca and is not on a responsible gambling break (as further described in the Player Agreement) and has not self-excluded. If the first ticket of the subscription exceeds the player's current lottery purchase limit, the player's lottery subscription shall also fail to be created; and
- (j) at the time the lottery subscription is processed by the Corporation, the player account is not on a draw break or midnight break. Additionally, the subscription will not be processed during a maintenance break or system outage.

### 2.3 Purchase of Tickets:

- (a) Ticket(s) can only be purchased for the upcoming draw. If the player has selected the consecutive draw lottery subscription option or the never miss a draw lottery subscription option, selection(s) can only be made for the number of draws a player chooses, commencing with the upcoming draw.
  - (i) For a lottery game with a MIDDAY draw and an EVENING draw, for tickets purchased after the close of play for the EVENING draw that day, the upcoming draw shall be the next day's MIDDAY draw. For tickets purchased before the close of play for the MIDDAY draw that day, the upcoming 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 upcoming 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 lottery game's draw, the upcoming draw shall be for the next draw for that lottery game.
- (b) A player is responsible for confirming a selection before purchasing a ticket or placing a lottery subscription for consecutive draw or never miss a draw. The Corporation assumes no responsibility for any conflict between, or errors or omissions in, the lottery subscription information, the purchase confirmation or the ticket and shall rely solely on the information recorded in the central computer system for determining how prizes will be awarded.
- (c) A player is also responsible for:
  - (i) ensuring that he or she has a valid ticket for the applicable draw as evidenced by the purchase confirmation displayed within his or her player account; and
  - (ii) ensuring the existence, completeness and accuracy of the information displayed within his or her player account (including, without limitation, all purchase confirmations);
 all before the applicable draw is held.
- (d) The Corporation assumes no responsibility for communicating to a player that there is, or is not, a purchase confirmation (accurate, inaccurate or otherwise) displayed within his/her player account.

- (e) A player is deemed to hold a valid ticket for a particular lottery game if: (i) payment is received by the Corporation prior to the relevant draw and before the payment deadline established by the Corporation from time to time; (ii) the ticket is recorded in the central computer system, including the selection(s) and draw date; (iii) the player otherwise complies with the Regulations, the Rules, the ILC rules (if applicable), the applicable Game Conditions, the instructions and the Player Agreement; and (iv) in the case of lottery subscriptions, there is an accurate purchase confirmation displayed within his/her player account.
- (f) The Corporation may, in its sole discretion, refuse to issue tickets bearing any selection or limit prize payout on any lottery game, ticket or selection(s).
- (g) All purchases are final. A player may not cancel his/her ticket or obtain a refund if he/she has purchased and paid for the ticket. Tickets cannot be resold or transferred by the player to any other person.
- (h) The contract between the Corporation and a player is evidenced by the information recorded in the central computer system, and is not evidenced by a selection, the subscription information, the purchase confirmation or the ticket. If:
  - (i) there is any conflict between the information in the central computer system and the information contained or available in, or displayed on, OLG.ca, the lottery subscription information, the purchase confirmation or the ticket; or
  - (ii) there is any information in the central computer system that is not contained or available in, or displayed on, one or more of OLG.ca, the lottery subscription information, the purchase confirmation or the ticket;
 then the information in the central computer system will govern.

### **3. Draw and Winning Play Elements**

- 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 (or the ILC, if applicable) determines.
- 3.2 When a draw for a lottery game cannot be held on the fixed date and draw time, such draw may be held when practicable, at the Corporation's (or the ILC's, if applicable) sole discretion.

### **4. Prize Structure and Payment of Prizes**

- 4.1 The Corporation (or the ILC, if applicable) shall determine a prize structure for a lottery game and, once determined, such prize structure shall form part of these Rules.
- 4.2 The prize structure for lottery games shall be set out in the Game Conditions for that lottery game, including the following which are available on OLG.ca:
  - (a) LOTTO MAX;
  - (b) LOTTO 6/49;
  - (c) DAILY GRAND;
  - (d) DAILY KENO;
  - (e) ONTARIO 49; and
  - (f) ENCORE.
- 4.3 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, the Rules, the ILC Rules (if applicable), the specific Game Conditions and the Player Agreement.
- 4.4 The Corporation reserves the right to satisfy itself as to the validity of any prize claim or ticket, by means of such authentication and validation tests, requirements and procedures as it may from time to time determine, and to declare that a prize claim or ticket that does not pass, meet, or fulfill such tests, requirements or procedures is void.
- 4.5 All prizes must be claimed within 12 months of the relevant draw (except where prizes are paid automatically to the winner), unless otherwise specified by the Corporation. Any unclaimed prizes after such period shall be forfeited and shall not be awarded.
- 4.6 A prize, including an annuity prize, will only be paid to the registered player, unless the Corporation's Lottery Prize Centre determines otherwise in accordance with the Corporation's prize claim policy and procedures. If group play or multiple ownership has been indicated on an iGaming lottery prize claim declaration form, the Corporation's Lottery Prize Centre will determine eligibility for the payment of the prize, including any annuity prize, and may elect to issue a single cash payment for an annuity prize.
- 4.7 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.
- 4.8 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. The Corporation will not give any warranties or guarantees of any kind when awarding a non-monetary prize. The awarding of non-monetary prizes may be subject to additional terms, conditions or restrictions.
- 4.9 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.
- 4.10 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 certain factors such as 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.
- 4.11 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.
- 4.12 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 lottery game, the Corporation may, at its sole option, permit a person who is the winner's beneficiary to receive the annuity

payments for the balance of such minimum 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 be subject to the same restrictions and limitations) as if the beneficiary had been the winner under the Rules. If such beneficiary also dies prior to the conclusion of the original winner's minimum annuity period, the Corporation may elect not to permit any other person to receive any annuity payments.

- 4.13 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 parties the responsibility to pay or award annuity prizes. The Corporation will not be liable for any acts or omissions of such third parties (including, without limitation, total or partial non-payment).
- 4.14 The Corporation is not responsible for providing financial or tax advice. However, for a lottery game that 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.
- 4.15 The Corporation incurs no liability toward anyone in the case of an act of God, fortuitous event or force majeure. In such circumstance the Corporation may (i) cancel or suspend all or part of any lottery game; (ii) reschedule draw time(s); (iii) temporarily amend its policies and procedures (including prize claim policies and procedures); and/or (iv) issue instructions that it deems necessary, in its sole discretion, to ensure the integrity or proper operation of lottery game(s). Subject to paragraph 5.5, in all other cases, whether the liability is contractual or in tort, including negligence on the part of the Corporation or its third party providers (including iGaming vendors and iGaming entities) or their respective employees, the liability of the Corporation is limited, if the claim is based on a valid winning ticket, to the prize value of 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.
- 4.16 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 cents. 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.
- 4.17 The Corporation will not award a prize for tickets that are void unless the Corporation, in its sole discretion, deems it appropriate to do so. Tickets are void if unissued, altered, counterfeited, forged, misregistered, cancelled, produced in error, not recorded in the central computer system, incomplete, not paid for, payment is not received or debited, or issued or acquired in violation of the Act, the Regulations, the Rules, the ILC Rules (if applicable), the Game Conditions or the Player Agreement. Void tickets are the property of the Corporation.
- 4.18 The Corporation may elect not to award a prize for a ticket if the Corporation, in its sole discretion, has reasonable grounds to believe that a player has engaged or participated, at any time, in any form of collusion, cheating, unfair, fraudulent, or criminal activity in any way relating to OLG.ca. Subject to paragraph 4.19, in the event that a ticket is void, or deemed to be void, the Corporation may, at its sole 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 paid for the void ticket.
- 4.19 Any purported prize awarded on a void ticket without the Corporation's authorization shall at all times remain the property of the Corporation.

## **5. Claims**

- 5.1 The Corporation may award a prize to the player. The Corporation reserves the right to satisfy itself that a claimant is entitled, and will remain entitled, to a prize and is the registered player who purchased the winning ticket through his/her player account.
- 5.2 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.
- 5.3 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, if applicable) that: (a) he/she is the registered player who purchased the winning ticket through his/her player account; (b) the Regulations, Rules, ILC Rules (if applicable), applicable Game Conditions, instructions and Player Agreement have been complied with; and (c) notwithstanding paragraph 5.2, upon payment or receipt of the prize (and any portion thereof), he/she 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). 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. The Corporation may, without liability, rely solely on the personal information contained in a player account and any iGaming lottery prize claim declaration form to determine that the player is the person who purchased the winning ticket and to determine entitlement to payment of any prize.
- 5.4 Each claimant acknowledges that the Corporation may, at any time and from time to time, during the prize claim process, require certain personal information from the claimant and that the collection of such information is necessary to the proper administration of the Corporation's lotteries. Any personal information is collected pursuant to the Act and is intended to be used for following principal purposes: (a) complying with legal and audit requirements; (b) investigating and validating the prize claim, including sharing the information with third parties such as the AGCO and police services; (c) monitoring and enforcing compliance with the Corporation's prize claim policy and procedures; (d) announcing winners; (e) awarding prizes; (f) disclosing insider wins for public scrutiny; (g) posting of prize wins on the Corporation's websites, including on OLG.ca, for a limited period of time; (h)

otherwise in accordance with the Corporation's prize claim policy and any successor or replacement thereof; and (i) for the Corporation's internal business purposes. For further information, contact the Corporation at 1-800-387-0098. Each claimant further acknowledges that any failure by the claimant 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 (including iGaming vendors and iGaming entities) may prevent the Corporation from paying or awarding all or part of the prize in the manner contemplated by the prize structure.

- 5.5 The Corporation shall not be responsible for determining any person's entitlement to all or a part of a prize won on a ticket purchased by or issued to a player on behalf of a group or for compliance with any laws that 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.
- 5.6 The Corporation reserves the right to intercept, in whole or in part, one or more prizes in accordance with the *Family Responsibility and Support Arrears Enforcement Act, 1996* (Ontario) or any successor or replacement thereof and any other applicable family legislation, both as may be amended from time to time, and will be held harmless from any claims in respect of this action.
- 5.7 The Corporation may require a player to produce such valid identification substantiating the identity of the player as the Corporation may determine.

## **6. Related Parties and Self-Exclusion**

- 6.1 The Corporation designates the following persons as "Related Parties":
- (a) members of the board of directors and officers of the Corporation, an iGaming vendor or an iGaming entity;
  - (b) full time, part-time and student employees of the Corporation, an iGaming vendor or iGaming entity;
  - (c) persons who are directly on the Corporation's, an iGaming vendor's or iGaming entity's payroll;
  - (d) employees of the Corporation, an iGaming vendor or an iGaming entity who are on paid or unpaid leave;
  - (e) individual consultants or public sector employees retained by the Corporation, or individual consultants or contract employees retained by an iGaming vendor or an iGaming entity, through contracts of retainer for periods of 30 calendar days or more in the aggregate;
  - (f) partners of an iGaming vendor or iGaming entity;
  - (g) members of the board of directors or employees of the AGCO; and
  - (h) persons under the age of 18 years.
- 6.2 Persons designated by the Corporation as Related Parties, pursuant to paragraph 6.1, are not eligible to participate, by themselves or as a member of a group, in a lottery game on OLG.ca, including without limitation, purchasing a ticket or acquiring a ticket, and are not entitled to claim any prize in a lottery game resulting from that Related Party's participation in such lottery game.
- 6.3 Any person who advises the Corporation or an iGaming vendor that the person is participating in a self-exclusion process established by the Corporation that applies to OLG.ca shall not be permitted to purchase, play or otherwise participate by themselves in lottery games or win prizes on OLG.ca.
- 6.4 In determining eligibility to participate in a lottery game, the status of a Related Party or self-excluded person will be determined as of the date of purchase of the ticket or other means of participating in the lottery game.
- 6.5 The Corporation will not pay or deliver any prize won/claimed by or on behalf of a Related Party or self-excluded person resulting from that Related Party's participation or that self-excluded person's participation in a lottery game contrary to the Rules or any applicable policy.
- 6.6 Tickets purchased or otherwise acquired in contravention of the Rules or contrary to any applicable policy are void. Void tickets, whether issued or not, shall not require any replacement or other prizes to be drawn.

## **7. Interprovincial Lottery Corporation Games**

- 7.1 **This Article 7 shall apply only in respect of ILC games available on OLG.ca.**
- 7.2 ILC games are national lottery games, such as LOTTO MAX, DAILY GRAND, and LOTTO 6/49 (as amended, suspended, cancelled, replaced or discontinued from time to time). In the Province of Ontario, ILC games are managed by the Corporation and may be available for purchase on OLG.ca.
- 7.3 In addition to these Rules, additional rules, regulations and Game Conditions may apply to ILC games, including the following which are available on OLG.ca:
- (a) the ILC Rules;
  - (b) the LOTTO MAX Game Conditions;
  - (c) the LOTTO 6/49 Game Conditions; and
  - (d) the DAILY GRAND Game Conditions.
- 7.4 In addition to the methods of participation set out in the Game Conditions, tickets for ILC games can also be purchased by a player and issued on OLG.ca upon payment to the Corporation.

## **8. General**

- 8.1 The Corporation makes no representations of any kind whatsoever about OLG.ca or the central computer 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 OLG.ca or the central computer system, the failure of OLG.ca or the central computer system to operate properly or at all, or the failure of the Corporation, the iGaming Vendor or any of the Corporation's service providers to process or record a purchase, process, receive or record a payment for a ticket, display an accurate purchase confirmation in such person's player account, or otherwise complete a transaction (including, without limitation, a lottery subscription-related transaction).
- 8.2 The Corporation may offer one or more lottery games, including lottery games offered by the ILC, as a promotion. In such case, the Corporation shall make the information available in such manner as the Corporation may determine.

- 8.3 The Corporation may amend the Rules at any time and in any manner.
- 8.4 In the event any provision of the Rules or 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.
- 8.5 The Rules 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 the Rules or any lottery game.
- 8.6 The headings in the Rules are for convenience of reference only and do not affect the interpretation of the Rules.
- 8.7 Unless otherwise specified by the Corporation, the Rules are effective as of **October 5, 2020**.

ONTARIO LOTTERY AND GAMING CORPORATION

**October 5, 2020**

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