



## RULES AND REGULATIONS RESPECTING LOTTERIES AND GAMING

British Columbia Lottery Corporation is authorized by and as agent for the Government of British Columbia to conduct, manage and operate lottery schemes pursuant to the *Gaming Control Act* of the Province of British Columbia (the “**Act**”) and is a Regional Marketing Organization of Interprovincial Lottery Corporation, a corporation incorporated to conduct, manage and operate lottery schemes on behalf of Her Majesty the Queen in right of all provinces.

### INTERPRETATION

1. In these Rules and Regulations:

- (a) “computer system” means the central computer system of the Corporation, or any computer system used by the Corporation, to record lottery transactions including tickets issued by, tickets displayed on, or tickets validated by, a computer terminal and includes any computer utilized by the Corporation in the operation of a gaming machine;
- (b) “computer terminal” means a ticket issuing, ticket displaying or ticket validating machine interconnected with a computer system and authorized by the Corporation to be used in the operation of a lottery;
- (c) “conditions” means the instructions, information, prize entitlements, descriptions, explanations, guides or qualifications of a lottery established by the Corporation, for a individual to participate in such lottery;
- (d) “control number” means the number printed, displayed or encoded on a ticket to distinguish a ticket from all other tickets issued by the Corporation and used to assist in determining the validity of the ticket and the authenticity of the information or other markings imprinted thereon as well as other relevant data;
- (e) “Corporation” means British Columbia Lottery Corporation;
- (f) “draw” means any process instituted by the Corporation to determine winners or winning tickets;
- (g) “game” means a lottery scheme;
- (h) “gaming machine” means any mechanical, electronic or other device, contrivance or machine used by the Corporation to conduct, manage or operate a lottery;
- (i) “holder” means an individual (and for greater certainty, not a corporation) having possession of a ticket;
- (j) “lottery” means a lottery scheme within the meaning of the Criminal Code conducted, managed and operated by the government of British Columbia through the Corporation, either alone or in cooperation with other persons authorized to conduct, manage or operate lotteries;



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- (k) “number” means one or more digits, one or more letters, one or more markings or any combination thereof;
- (l) “person” includes a corporation;
- (m) “prize” means a sum of money, merchandise, property, service or any benefit to which a winner is entitled;
- (n) “Related Parties” means:
  - (i) Retailers,
  - (ii) such other persons as may be designated by the Corporation;
- (o) “retailer” means a person authorized by the Corporation to sell tickets to the public or to assist the Corporation in the operation of a lottery;
- (p) “selection” means a number or numbers chosen by an individual participating in a lottery on a selection slip authorized by the Corporation or issued by the Corporation’s computer system entitling or enabling an individual to participate in a lottery;
- (q) “ticket” means a ticket, certificate, or other instrument defined as a lottery ticket under the Act, issued under a lottery and authorized for sale by the Corporation;
- (r) “valid ticket” means a ticket which is not void;
- (s) “winner” means the holder of a winning ticket or an individual (and for greater certainty, a winner cannot be a corporation) entitled to a prize under a lottery according to the conditions established by the Corporation;
- (t) “winning ticket” means a valid ticket which bears one or more numbers or one or more selections entitling its holder to a prize according to the conditions established by the Corporation.

### **ADVERTISING**

2. No person shall advertise or use the name, trademarks, or official marks and logos of the Corporation or any other characteristic used to identify a lottery without the written authorization of the Corporation.

### **SALE OF TICKETS AND OPERATION OF GAMING MACHINES**

3. Tickets may only be sold and gaming machines may only be utilized by the Corporation or by a retailer within the place or area authorized by the Corporation.
4. Except as authorized by the Corporation, no ticket may be sold to the public at a price other than that shown thereon.
5. The Corporation may establish retailer discounts or commissions.



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6. The Corporation may, at all times and at its discretion, refuse to issue tickets bearing any selection or limit the number of selections that may be made by, or the number of tickets that may be sold to any individual(s), or through any retailer as the Corporation determines. The Corporation may at all times and at its discretion refuse to allow any individual to participate in a lottery or limit the amount that may be wagered or paid to participate in a lottery at any retailer location or through any gaming machine.

### **DRAW**

7. A draw in a lottery, if required to determine a winner or a winning ticket, may be held at such time and place as the Corporation determines.
8. When a draw in a lottery is not held at the time fixed, such draw shall be held as soon as practicable thereafter.

### **VOID TICKETS**

9. Any ticket:
  - (a) other than a ticket awarded as a prize, for which payment has not been received by the Corporation prior to the date on which it would have, but for such non-payment, become a winning ticket;
  - (b) which is unissued, altered, counterfeited, forged or produced in error, or which is in any material manner illegible, mutilated, defective, misprinted or otherwise incomplete, or if it fails any of the Corporation's validation tests; or
  - (c) which is issued by a computer terminal; and (i) which has been cancelled by a retailer, or (ii) for which the computer entries have not been recorded or have been lost as a result of a computer failure or otherwise; or
  - (d) which bears a spot bearing the words "void if removed" when such spot has, in fact, been removed or exposed in a manner such that any portion of the number concealed under such spot has been exposed,

is void and shall not in any case entitle its holder to a prize. Any void ticket shall not entitle its holder to a refund of the amount paid, if any, except where the Corporation is able to determine, from the control number and other data appearing on such ticket, that it is a ticket duly issued at the time where it is alleged to have been issued, in the case of a ticket issued by a computer terminal, and not subsequently cancelled at the request of the holder.

10. Subject to the provisions of Section 9 hereof, if any ticket issued by a computer terminal or gaming machine bears entries that differ from the entries which are recorded in the computer system under the control number identifying such ticket, then such ticket shall not be void, but shall conclusively be deemed to bear the entries which are so recorded in such computer system.



### **PAYMENT OF PRIZES**

11. The Corporation has no obligation to pay or deliver a prize unless the winner:
- (a) either;
    - (i) satisfies the Corporation that the holder of the winning ticket is lawfully entitled to possession of the winning ticket; or
    - (ii) where the Corporation is not satisfied under clause (i), is finally determined to be lawfully entitled to possession of the winning ticket by a court of competent jurisdiction issuing a final judgment in an action to which the Corporation is a party finding the holder to be lawfully entitled to possession of the winning ticket;
  - (b) gives the Corporation the right to publish the winner's name, address, place of residence and recent photograph without any claim for broadcasting, printing, royalty or other rights; and
  - (c) if requested by the Corporation, gives:
    - (i) satisfactory evidence of identification;
    - (ii) any information requested by the Corporation related to the ticket including but not limited to, the purchase, acquisition and validation of the ticket, reasonably required for the Corporation to process the prize claim under this section;
    - (iii) a valid release of any further claims relating to the winning ticket;
    - (iv) an undertaking to indemnify and save the Corporation harmless from any further claims made by either such winner or by any other person regarding such prize, and
  - (d) has complied with any conditions or obligations applicable to prize claims by Related Parties that have been adopted by the Corporation.
12. Retailers incur no liability toward anyone in the case of acts of God, fortuitous event or force majeure. In all other cases, whether the liability is contractual or in tort or delictual including negligence on its part or that of its employees, the liability of retailers is limited to the amount paid for the ticket or the amount wagered or paid to participate.
13. The Corporation incurs no liability toward anyone in the case of acts of God, fortuitous event or force majeure. In all other cases, whether the liability is contractual or in tort or delictual including negligence on its part or that of its employees, the liability of the Corporation is limited, if the claim is based on a valid winning ticket, to the cost to the Corporation of the prize won with such ticket or, otherwise, to the amount paid for the ticket or the amount wagered or paid to participate.
14. Except where the prize is money, the Corporation may, in its sole discretion, substitute for any prize (i) the cash equivalent to the Corporation's cost of such prize, or (ii) a prize of an equivalent cost to the Corporation. No representation or warranty as to the fitness



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and serviceability of any merchandise, property or service is given or implied. Prizes must be accepted as awarded.

### CLAIMS

15. No claim or right of action exists against the Corporation with respect to any draw, ticket or prize, unless the claimant:
  - (a) satisfies the Corporation that the claimant is a winner and, when a prize is claimed, that the conditions of Section 11 have been fulfilled; and
  - (b) where the claimant is a holder of a winning ticket, delivers a written claim and the original of such winning ticket to the Corporation or to a retailer specifically authorized to pay claims in respect of any type of class of tickets prior to the expiry of one (1) year commencing on the date of the draw or by such other date or within such other period as may be specified on the ticket, or as may be announced to the public by the Corporation, whichever is the earliest; and
  - (c) with respect to a prize equal to or exceeding an amount determined for that purpose by the Corporation, attends in person at the prize payout office to collect such prize prior to the expiry date.
16. In the event of any dispute with regard to a prize, the Corporation may pay or deliver the prize or evidence of entitlement thereof to the court pending direction for or determination of the matter by a court of competent jurisdiction.
17. An individual who makes a claim for a prize is conclusively deemed to represent and warrant to the Corporation to be lawfully entitled to receive such prize, and such representation and warranty shall survive the awarding of the prize.
18. All written claims and winning tickets delivered to the Corporation become the sole property of the Corporation and all risks of sending tickets remain with the holder.
19. Unless otherwise required by law or authorized, in writing, by the Corporation, no prize (or portion thereof) or any entitlement or payment relating to a prize, may be assigned, transferred, sold, loaned, leased, rented, pledged, mortgaged or hypothecated in any manner by a winner or claimant.
20. In communicating a selection, wager or any other information of a person participating in a lottery to the Corporation, a retailer shall be deemed to be acting on behalf of such person and not on behalf of the Corporation. The Corporation shall not be liable to anyone for any loss attributable to a retailer.

### GENERAL

20. These rules and regulations apply to all lotteries and all tickets issued under lotteries conducted, managed or operated under the authority of the Corporation. These rules and regulations, the conditions and explanations appearing on a ticket and such other conditions as are established and published by and available from the Corporation,



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including, without restricting the generality of the foregoing, the conditions appearing on selection slips, game menus, playing instructions and prize structure statements, constitute the contractual rights and obligations with respect to lotteries. In the event of any discrepancy or inconsistency between these rules and regulations and the conditions and explanations appearing on a ticket or such other conditions as are established and published by and available from the Corporation, these rules and regulations shall prevail.

21. The Corporation may from time to time amend these rules and regulations.
22. Where the context so requires, in these rules and regulations, the neuter gender shall include the feminine or masculine gender and vice versa and the singular shall include the plural and vice versa.
23. 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 and published by and available from 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 hereof or thereof.