Player Agreement

Under the *Gaming Control Act, British Columbia*, BCLC is responsible for the conduct and management of gaming in the Province of British Columbia. This Player Agreement governs all aspects of your use of PlayNow and the Lotto! Mobile App, including any transactions you may complete or attempt to complete using PlayNow or the Lotto! Mobile App.

PLEASE READ THIS PLAYER AGREEMENT CAREFULLY. By using PlayNow or the Lotto! Mobile App, 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 resident of British Columbia and (c) you will not bet, wager, or purchase any Games while you are physically located outside British Columbia.

BCLC reserves the right to revise this Player Agreement from time to time in such manner as BCLC, in its discretion, determines to be appropriate. In addition, BCLC has the right at any time and in its discretion to amend any Rules, Terms of Use, Promotion Conditions and Player Privacy Statement (collectively referred to as the "Additional Terms and Conditions"). Upon changing the terms of this Player Agreement or the Additional Terms and Conditions, BCLC will post the updated version(s). You are responsible for periodically reviewing the terms of the Player Agreement and Additional Terms and Conditions as they appear on PlayNow or the Lotto! Mobile App and for discontinuing the use of your Account(s) if you do not agree to any changes made to the Player Agreement or Additional Terms and Conditions. Your continued use of PlayNow or the Lotto! Mobile App following such changes constitutes your acceptance of the Player Agreement and any Additional Terms and Conditions in force at the time. In addition, you understand and agree that we may be required to update the operation of PlayNow and the Lotto! Mobile App, from time to time, in accordance with applicable laws and regulations.

1.0 Introduction

1.01 Definitions and Interpretation

See Schedule A for meanings and interpretation of certain words and terms used within this Player Agreement.

1.02 Context

BCLC offers residents of British Columbia, who are 19 years of age or older, the opportunity to register with BCLC to become a Registered Player and, if approved at BCLC's discretion, hold a PlayNow Account and/or a Lotto! Account, to play Games offered on PlayNow or the Lotto! Mobile App, as applicable. BCLC has the right at any time and in discretion to, without notice, discontinue or limit the Games offered through either PlayNow or the Lotto! Mobile App or to modify the way Games are offered.

1.03 Rules

All Games offered on the Platforms 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 a Platform, you must be a Registered Player and have an Account on such Platform.

2.02 Eligibility

In order to become a Registered Player and be permitted to make any purchase, bet, or wager on a Platform, you must:

a) be at least 19 years of age;

b) be a resident of British Columbia;

c) not be enrolled in BCLC's Game Break program;

d) not be Otherwise Prohibited;

e) agree to this Player Agreement as amended from time to time; and

f) not be acting for or on behalf of anyone other than yourself.

BCLC, in its sole discretion, may require additional information or documentation from you prior to completing the registration to become a Registered Player and assigning an Account or at any time thereafter, including for the purposes of confirming your identity and investigating any suspected breaches of this Player Agreement (including any suspected fraudulent or dishonest activity). A failure by you to satisfy any of the foregoing will constitute a breach of this Player Agreement.

2.03 True, Accurate and Complete Information

You must provide BCLC with accurate and current information with respect to your registration as a Registered Player and your Account(s) and immediately update your information with any changes to ensure such information remains true, accurate and complete.

2.04 BCLC's Absolute Discretion to Refuse, Suspend or Close Your Account

BCLC has the right, at any time without notice and in its discretion, to refuse to grant, suspend, or close your Account(s) if you breach or are suspected of breaching any term of this Player Agreement, any term of the Additional Terms and Conditions, or for any other reason if BCLC in its discretion deems it appropriate.

3.0 Player Responsibility

3.01 Personal Use

You may only use your Account(s) for your personal use and are not permitted to use your Account(s) or any content on a Platform for any other purpose, including business or commercial purposes.

3.02 Interfere With Games

You will not interfere with or manipulate the operations of a Platform, the Computer Systems, or the normal play of any Game, nor will you attempt to do so.

3.03 Errors

You acknowledge that a number of circumstances may occur that can cause or contribute to an error. Such errors may arise from computer malfunction or human error, including by a BCLC or Authorized Provider employee or contractor. As examples only, errors may include:

a) where a bet, wager, or purchase on a Game is accepted in error, awards a prize in error, or processes a withdrawal from your Account in error;

b) where any Additional Terms and Conditions are misstated;

c) where BCLC credits an Account, thereby increasing the amount of unutilized funds, as a result of a manual or computer input error;

d) malfunction of a Game; or

e) where BCLC deposits into a player's bank account an amount that is greater than the amount of unutilized funds in a player Account.

If you become aware of any error, you must report it to BCLC immediately. Further, you agree not to take advantage of any such error.

BCLC reserves the right to take all steps it determines necessary or appropriate in the circumstances to correct such errors, and BCLC's decisions shall be final and binding. In the event BCLC pays money to you in error, you agree that you will hold such money in trust and return such money on demand to BCLC. You acknowledge and agree that when money paid to you in error is subsequently used for a bet, wager, or purchase, BCLC may cancel such bet, wager or purchase and demand the return of any subsequent prize as also being held in trust for BCLC.

Neither BCLC nor any of its employees, agents or service providers shall be liable for any loss incurred by you that results from any error, including any loss of winnings that results from a forfeiture thereof by you as a result of the error. BCLC shall use reasonable efforts to notify you if any error has adversely impacted you or if the correction of any error adversely impacts you.

3.04 Your Obligations

In addition to any other requirements, as stated in this Player Agreement or any Additional Terms and Conditions, you will:

a) only use your Account(s), place bets, wagers or make purchases on a Platform when physically located in British Columbia. If you are no longer a resident of British Columbia, you must deactivate your Account(s);

b) not place bets, wagers or make purchases on any Platform when enrolled in BCLC's Game Break program; and

c) satisfy any requirements BCLC may have from time to time, including confirming your identity.

3.05 Prohibited Activities

You are prohibited from engaging in any form, both actual and attempted, of collusion, cheating, fraud, or criminal activity, any other activity deemed inappropriate by BCLC, or otherwise exploiting an unfair advantage involving any Game or other component of a Platform ("**Prohibited Activities**"). Individuals found to have engaged in Prohibited Activities will not be entitled to receive any winnings.

For the purposes of this Player Agreement, as examples only, Prohibited Activities include:

a) fraud including the unauthorized use of a credit card as a source of funds to be deposited to the credit of an Account or to initiate a purchase;

b) criminal activity including money laundering;

c) game manipulation;

d) using any automated device or software that makes decisions for you or takes your place as a live player;

e) exploiting any errors, faults, or loopholes in the software used in connection with the operation of a Platform; and

f) in the case of sports betting, Prohibited Activities include:

i. having access to non-public/exclusive information related to an event that may provide an individual with an advantage in such event or has the potential to impact the outcome of an event or bet type in respect of any sport/event overseen by the relevant sport/event governing body;

ii. placing a bet, wager or purchase on an event, or colluding with anyone to do so, when you have been an athlete, coach, manager, owner, league employee, support personnel (e.g. without limitation, team physicians), or any other individual who could sufficiently influence or have inside knowledge of gameplay for such event or who is otherwise prohibited from placing a bet on such event by a sports governing body;

iii. being prohibited from participating pursuant to a court order; or

iv. being an employee or consultant of BCLC and breaching any rules or policies as it relates to the use of a Platform.

If you suspect a player is engaging in Prohibited Activities, you must report this to BCLC immediately. You acknowledge that playing online Games poses inherent risks, including the risk that other players are engaging in Prohibited Activities involving any Game or any component of a Platform. BCLC will use reasonable efforts to detect and prevent Prohibited Activities by players or the taking of any unfair advantage by players, but in the event that any such activity occurs, BCLC will not be liable for any losses or damages incurred by you due to Prohibited Activities of others.

BCLC may seek criminal sanctions and contractual remedies against any individuals involved in fraudulent, dishonest, or criminal acts via or in connection with a Platform. BCLC may withhold payment to any individual where any of these are suspected or where the payment is suspected to be for the benefit of a third party.

BCLC shall have the right to notify all third parties which BCLC, in its sole discretion, determines to be appropriate in the event of any actual or suspected Prohibited Activities by any player or the taking of any unfair advantage by any player, including the appropriate law enforcement authorities and other third parties that BCLC determines to be appropriate (for example, police services, BCLC's payment processors, event governing bodies, other operators/providers of sports betting platforms, financial institutions and credit card issuers and brands).

4.0 Accounts

4.01 Login Credentials

For your security, you will be required to enter a unique username or your email address and password ("**Login Credentials**") prior to accessing your Account on any Platform. You are responsible for keeping your Login Credentials confidential and not sharing them with others. BCLC is not liable for any access to or use of your Account(s), 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 Login Credentials when you use biometric authentication functionality (such as fingerprint or face ID) to log in to your Account(s), or where you use software or browsers that automatically enters or saves Login Credentials.

If you suspect that someone else might have discovered your Login Credentials (whether or not such other person has used or attempted to use your Login Credentials), you must immediately change your password and notify Customer Service regarding the compromise or possible compromise of the original Login Credentials.

Your browser might also use "cookies" or similar tools to keep you logged in. It is your responsibility to make sure your browser settings are secure.

You can change your password anytime in your account settings on the applicable Platform.

4.02 Email Address

You must provide an active email address to be associated with your Account(s) to receive email verifications from BCLC relating to your Account(s). It is your responsibility to keep your associated email account secure.

4.03 One Account per Platform

You may hold only one registration as a Registered Player. You may hold only one PlayNow Account and one Lotto! Account. You are not permitted to share your Account and Login Credentials with any individual(s). Only you, acting on your own behalf, are permitted to use the Account(s) and you are responsible for all activities under your Account(s).

The registration or attempted registration of more than one Account on a Platform, and the sharing of an Account will constitute a breach of this Player Agreement.

4.04 Third Party Service Provider

BCLC may, from time to time, disclose an individual's registration information to third-party service providers to confirm that your registration information is and remains true and accurate, in addition to

other purposes as outlined in the Player Privacy Statement. BCLC may, at any time in its discretion, request additional information and documentation from a person for this purpose.

4.05 Account Funding

For each Platform, you must have sufficient funds in your Account in order to complete a bet, wager, or purchase on that Platform. If your Account does not have sufficient funds when the bet, wager, or purchase is to be made, then the bet, wager or purchase will not be made and your entry into the Game will be rejected. You are solely responsible for ensuring that your Account on each Platform contains sufficient funds for participating in a Game (including any future Game transactions), and BCLC does not undertake any obligation or responsibility for notifying you if you do or may have insufficient funds available to play a particular Game prior to rejecting the relevant transaction (provided that the foregoing will not restrict BCLC's ability to notify a Registered Player).

4.06 Account Holder or Authorized User

For all deposit methods involving an issuing financial institution (e.g., debit card, credit card, Interac eTransfer, PayPal, and online bill payments), you must be the primary account holder, or an authorized user recognized by the issuing financial institution. On request, you must provide BCLC with such information and documentation as BCLC determines necessary to enable BCLC to verify your status as the primary account holder or authorized user with the issuing financial institution. If you fail to comply with these obligations in respect of any Account, BCLC may close your Account(s) and you forfeit all rights to the balance in your Account(s).

4.07 Limits on Deposits

You cannot deposit more than the applicable Weekly Deposit Limit in your Account.

4.08 Account Balance Limit

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

4.09 Closing of Account by BCLC

BCLC may close your Account if it is an Inactive Account. In the event that BCLC closes your Account, you must provide BCLC with your bank account details so BCLC can deliver the balance of the Account to you (except any balance from Bonus or other bonus play) within the timeframe specified by BCLC. The remaining balance can be delivered only via Direct Deposit and only to an account where you are the primary account holder or an authorized user recognized by the financial institution at which the account is held, at financial institution in Canada acceptable to BCLC. If the balance in your Account is less than five dollar ($5), you forfeit all rights to the balance in your Account.

4.10 Closing of Account by Registered Player

If you wish to close your Account on a Platform, 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 your Account balance (except any balance from Bonuses or other bonus play) to you.

BCLC will deliver balances only by Direct Deposit.

4.11 Set-Off

If, under this Player Agreement or the Additional Terms and Conditions, you become required to pay or return any sum of money to BCLC, then such sum may, at the election of BCLC, and without limiting or waiving any right or remedy of BCLC under this Player Agreement, be set off against and will apply to any amounts owed by BCLC to you including any winnings or Prizes, until such sum has been completely set off.

5.0 Withdrawals

5.01 Account Withdrawals

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

a) as and when you submit a proper request;

b) upon closure of your Account on the Platform;

c) if your Account exceeds the Account Balance Limit for the applicable Platform for more than 72 hours;

d) if you enroll in BCLC's Game Break program; or

e) in order to correct a payment processing error.

Except as otherwise set out in this Player Agreement, withdrawals to third party accounts are not permitted and withdrawals from your Account will only be processed to an account where you are the primary account holder or an authorized user recognized by the issuing financial institution, at a bank or other financial institution acceptable to BCLC in Canada. BCLC, in its sole discretion, may, from time-to-time, process withdrawals by other appropriate means.

5.02 Information and Documentation

In order to process a withdrawal, BCLC may require information and documentation from you that it considers necessary or advisable in its sole discretion, including information and documentation BCLC determines necessary or advisable to:

a) verify your identity;

b) comply with applicable law or regulatory requirements, including FINTRAC (*Financial Transactions and Reports Analysis Centre of Canada*) reporting obligations;

c) comply with BCLC's validation and security procedures;

d) prevent and investigate Prohibited Activities; and

e) ensure compliance with the Player Agreement, Rules, or Additional Terms and Conditions.

5.03 Withdrawals Less than $25,000,000

Withdrawals less than twenty-five million dollars ($25,000,000) will generally be paid by Direct Deposit. However, BCLC reserves the right to process such payments by way of a cheque at a designated BCLC Prize Payout location.

5.04 Withdrawals of $25,000,000 or More

Withdrawals of twenty-five million dollars ($25,000,000) or greater will be paid to you via wire transfer. BCLC shall provide you with the wire transfer instructions, and you, upon request by BCLC, shall provide full name, contact information, and bank account details such as financial institution and branch transit number, and any other information required by BCLC.

5.05 Refunds of Unused Deposits

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

5.06 Chargeback

In the event of Chargeback, BCLC may, in its discretion, carry out one or more of the following actions:

a) suspend your Account(s) pending resolution of any dispute relating to the Chargeback;

b) request information from you regarding the circumstances of the Chargeback and provide such information to the relevant financial institution for the purposes of resolving any dispute relating to the Chargeback;

c) debit your Account with the amount of the Chargeback, and if that debit results in a negative balance, claim from you the amount of such negative balance; and

d) close your Account(s).

6.0 Bonuses

6.01 Acquiring Bonuses

Periodically, BCLC may offer incentives in the form of Bonuses that will be credited to your Account(s). In some cases, you will only receive the incentive if you consented to receive promotional communications.

6.02 Bonus Use

Bonuses can be used for bets, wagers, or purchases on the applicable Platform only and may only be used for eligible Games. Bonuses in your Account will be applied towards applicable bets, wagers, or purchases on the Platform before any other funds from your Account and may be subject to additional terms and conditions.

6.03 Limits on Bonus Use

Any Bonus incentive may be discontinued at BCLC's discretion. Bonuses will expire in accordance with the notice period as announced by BCLC.

7.0 Games on a Platform

7.01 Disputes

You are solely responsible for ensuring that the details of your bet, wager, or purchase and/or play decisions are correct before you submit your bet, wager, or purchase and/or make play decisions for processing. In the event of any dispute or discrepancy regarding any aspect of your bet, wager, or purchase and/or play decisions, **the information recorded in the Computer Systems will prevail, and only the bet, wager, or purchase and/or play decision recorded by the Computer Systems will apply in the Game.**

7.02 Notification and Receipts

If your bet, wager or purchase and/or play decisions is fully processed by BCLC prior to the cut-off time established by BCLC, 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 bet, wagered or purchased and a receipt ID number, where applicable. All valid Receipts are deemed to be Tickets under the applicable Rules that govern the particular Game. You may also view your gameplay and purchase transaction history within your Account. For the purposes of this section, processing by BCLC includes, without limitation, the transfer from your Account of the full amount required to pay for the bet, wager or purchase, and/or play decisions.

7.03 No Cancellation of Bet, Wager or Purchase

Once you have made a bet, wager, purchase, and/or play decision you may not cancel it.

7.04 Right to Refuse

BCLC reserves the right to, in its discretion, refuse any bet, wager or purchase and/or play decision for any reason whatsoever.

7.05 Cut-Off Times

Bets, wagers, purchases and/or play decisions will not be accepted or processed after the posted cutoff time.

8.0 Player Protection

8.01 Self-Exclusion

Upon choosing to enroll in BCLC's Game Break program, BCLC has the right to close your Account(s) and pay out any remaining funds therein via Direct Debit. It is your responsibility to provide your bank account details in order to facilitate transfer of funds via Direct Debit. Any balance from Bonuses will not be paid out.

8.02 Privacy

BCLC is committed to protecting your privacy in accordance with the Player Privacy Statement. Your personal information will be collected in accordance with the *Freedom of Information and Protection of Privacy Act* (British Columbia) and will be used, accessed, disclosed, and stored by BCLC, its service providers and Authorized Providers both inside and outside of Canada, for the purposes described in this Player Agreement and the Additional Terms and Conditions (which includes but is not limited to the Player Privacy Statement), as updated from time to time. By registering for an Account on a Platform, you agree to the Player Privacy Statement.

9.0 Breach of Agreement

9.01 Player Breach

In addition to remedies described in this Player Agreement for a breach of a specific term or condition, if you breach or are suspected of breaching any term or condition of this Player Agreement or Additional Terms and Conditions, BCLC may take one or more of the following actions as it determines in its discretion:

a) suspend or close your Account(s);

b) seize from any of your Accounts an amount BCLC determines necessary to compensate BCLC for its actual or potential losses or liabilities resulting from such breach;

c) notify any third parties BCLC determines to be appropriate in the circumstances, including law enforcement agencies, other provincial lottery corporations, or sport/event governing bodies;

d) take legal action against you, including the right to claim all legal costs and expenses in making such action;

e) any other applicable legal rights, including enforcement or other remedies available to BCLC; and

f) withhold funds while investigating any breaches or suspected breaches. BCLC may require information from you as part of the investigation prior to releasing any funds.

9.02 Right to Cancel, Withhold or Revoke Prizes or Winnings

BCLC has the right at any time and in its discretion to, without notice, cancel, withhold, or revoke any prize or winnings from you if you breach or are suspected of breaching any term of this Player Agreement or Additional Terms and Conditions, including if BCLC is not satisfied that the information you provided to BCLC upon registration or thereafter is true, accurate and current.

10.0 Accessing a Platform

10.01 Player Equipment

You are solely responsible for supplying and maintaining all devices and technology, including mobile devices (i.e., smart phones or tablets), and/or computers, used to access and use a Platform. The performance or operation of a Platform or any website or application that BCLC may make available to players from time to time may be affected by a combination of a player's computer equipment, mobile device, web browser, internet connection or other factors that are outside of BCLC's control. In some cases, an individual may not be able to access or use some or all of the components or functionality of a Platform due to deficiencies in their own equipment, software, technology, or the service providers

retained by them. For example, an outdated, off-standard, pre-release, or compromised web browser, use of virtual private networks (VPNs), third-party web browser plugins and extensions, or the settings on a Player's device could cause some or all of the content of a Platform to display incorrectly or to fail to display.

BCLC makes no representation or warranty of any kind regarding the compatibility, functionality, performance, or operation of any Platform or any component thereof on any individual's computer or other devices used to access a Platform.

For individuals using a mobile device to make bets, wagers, or purchases, please note that BCLC will not be responsible for any damage to or loss of data from the mobile device that a Platform is accessed on and will also not be responsible for any call, data or other charges incurred while using a Platform.

Players may require additional third-party services to access a Platform (e.g., internet service provider agreement, mobile carrier agreement, location services, email account or text messaging service (SMS)). You are solely accountable for any agreements and charges related to these third-party services. You should familiarize yourself with the terms and conditions that govern any such services prior to using them to access a Platform.

10.02 Downtime and Service Suspensions

Your access to and use of a Platform and related services may be suspended for the duration of any anticipated, unanticipated, scheduled, or unscheduled downtime, maintenance, system updates, malfunction, or other unavailability of a Platform or any portion or all such related services for any reason, including as a result of power outages, system failures or other interruptions.

BCLC may suspend access to a Platform or any related services at any time on a system-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to the website; (b)in the event of a denial of service attack or other attacks on the website or other event that we determine, at BCLC's sole discretion, may create a risk to the website, to you or any other individuals if the website were not suspended or; (c) if BCLC determines that a Platform or any related service is prohibited by law or BCLC otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons.

10.03 Transfer of Data and Information to and from Servers

With regard to any transfer of data or information to or from BCLC's servers over the internet, you acknowledge that although BCLC uses data integrity and secure internet connection technology that are generally regarded to be reliable, no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information. When using the features of the website or the application that involve the transfer of data and information over the internet, such data and information will be transmitted over a medium that is beyond the control of BCLC, its contractors and agents. You hereby expressly assume the sole risk of any unauthorized disclosure or intentional intrusion or of any delay, failure, interruption, or corruption of data or other information transmitted in connection with the use of the services, including without limitation any such occurrence that might result from viruses, malware, spyware, or other malicious software whether such malicious software resides on your computer or BCLC's servers.

10.04 Third Party Content

It may be necessary to download software (e.g., an up-to-date web browser) in order to access or use certain components of a Platform. Certain third-party product providers may require you to accept and agree to additional terms and conditions governing the use of their products. It is your sole responsibility to determine whether to accept and agree to any such third-party terms and conditions and if you do not accept and agree to them, such third-party products should not be used.

BCLC shall not be liable for any direct or indirect damage to, or loss of data from, your equipment that may arise from or as a result of the access or use of a Platform or any content, software or applications made available by or on behalf of BCLC through a Platform.

11.0 Limitation of Liability

11.01 BCLC's Liability

BCLC's (including, but not limited to the extent applicable, BCLC's, BCLC's officers, directors, employees, subcontractors, agents, service providers, and assigns) maximum liability, whether the liability is contractual or in tort, including negligence on its part or that of its employees, subject to Section 11.02, to you under this Player Agreement or otherwise in respect of the accessing or use of any Platform shall be limited to if the claim is based on a valid prize claim as determined by BCLC, to the lesser of, (i) the cost of the prize or the amount of the prize or, (ii) otherwise, to the net loss of your participation in the Game in question that gave rise to the relevant liability, with net loss being the amount of your bet, wager or purchase for that Game less winnings from that Game.

You agree that BCLC shall not be liable to you under any circumstances for an amount in excess of the amounts outlined above.

11.02 Exclusions from BCLC's Liability

In no event shall BCLC and its officers, directors, employees, subcontractors, agents, licensors, and their respective successors and assigns be liable for any loss or damages suffered by any person as a result of:

a) a Force Majeure Event;

b) your use or misuse of, or inability to use, a Platform and/or any third-party application or product;

c) the failure of a Platform and/or BCLC's central computer-controlled online system to operate properly or at all;

d) the failure of BCLC or any of BCLC's service providers to: (i) process or record a purchase; (ii) process, receive or record a payment for a ticket; (iii) display an accurate purchase confirmation in such person's Account; or (iv) otherwise complete a transaction (including, without limitation, a future Game transaction);

e) Prohibited Activities of other players; or

f) any bet, wager, purchase, or tip erroneously or unintentionally made by a player.

For greater certainty, you shall not have the right to claim damages under or in connection with any Platform or this Player Agreement or for breach of this Player Agreement by BCLC, in tort, in contract or any basis whatsoever to the event that any loss claimed by you is:

i. for punitive, exemplary, or aggravated damages;

ii. for loss of profits, loss of chance, loss of use, loss of production, loss of business or loss of business opportunity, including (but not limited to) loss of data, profits, revenue, goodwill, reputation, or business interruption;

iii. a claim for consequential loss or indirect loss of any nature suffered or allegedly suffered by you; or

iv. not reasonably foreseeable by BCLC arising out of this Player Agreement or the use of a Platform.

BCLC does not make any other promise, representation or warranty regarding the Platforms or any of the Games or other products or services that are made available on or through the Platforms. Except as specifically included in this Player Agreement, BCLC hereby disclaims all warranties regarding the foregoing, whether express, implied, or statutory, including all implied warranties in respect of the same. You acknowledge and agree that, by accepting the terms and conditions of this Player Agreement, you do not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding of any person other than those of BCLC which are included in (or expressly incorporated by reference into) this Player Agreement.

12.0 Indemnity

Your use of a Platform is voluntary. As a result, you agree to indemnify BCLC, its officers, directors, employees, affiliates, contractors, agents, licensors, and their respective successors and assigns from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from (i) your breach of any of the terms and conditions of this Player Agreement and Additional Terms and Conditions; (ii) untrue, inaccurate, or incomplete Submissions; (iii) your negligence or misconduct; and (iv) your infringement of any intellectual property rights or other rights of any person or entity.

13.0 Winner Information

Pursuant to the Rules, the winner's name, town/city, prize amount, draw date, paid date, and recent photograph may be published. Other winner information may also be published as outlined in the Player Privacy Statement.

14.0 Contacts

14.01 Contacting BCLC

You may contact BCLC's Customer Service at any time as follows:

a) by using live chat, available through PlayNow;

b) by using the contact form on the applicable Platform. This is for general inquiries that are not time sensitive and will help get you the information you need on the product(s) or service(s) you are inquiring about; or

c) by telephone: 1-877-706-6789 for PlayNow and 1-866-815-0222 for the Lotto! Mobile App.

14.02 Contacting a Player

BCLC, or anyone acting on behalf of BCLC, shall be entitled to contact you with respect to any matter contemplated in this Player Agreement by using any of the contact information in your Account(s) (including by way of email or telephone). Other communications with you will be subject to the terms and conditions of the Player Privacy Statement.

15.0 General

15.01 Governing Law

All aspects of your use of a Platform, 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.

15.02 Intellectual Property

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

15.03 Entire Agreement

This Player Agreement and the applicable Additional Terms and Conditions constitute the entire agreement and understanding between you and BCLC in relation to all aspects of your use of the Platforms.

15.04 No Assignment

Your Account(s) cannot be assigned or transferred.

15.05 Waiver and Enforceability

The failure of BCLC to exercise or enforce any right or provision of this Player Agreement and the Additional Terms and Conditions shall not constitute a waiver of such right or provision. Each provision of this Player Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Player Agreement and the Additional Terms and Conditions are declared invalid, unenforceable, or illegal by a court of competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability, and legality of the remaining provisions of this Player Agreement.

Schedule A

Definitions

"**Account**" means the account for a Platform assigned to you by BCLC and includes your personal transactions and personal information which are recorded and maintained by BCLC for the applicable Platform. An Account is not a bank account and is not insured by the Canada Deposit Insurance Corporation (CDIC). Any funds deposited to your Account(s) will not earn interest.

"**Account Balance Limit**" means the maximum value of funds you can maintain in your PlayNow Account or in your Lotto! Account, as applicable, as determined by BCLC and is subject to change without notice.

"Additional Terms and Conditions" has the meaning ascribed to it in the preamble of this Player Agreement.

"**Authorized Provider(s)**" means such other gaming entities that are authorized to operate a lottery scheme as defined by the *Criminal Code, RSC 1985, c. C-46* and that BCLC collaborates with to offer Games on a Platform from time to time.

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

"**Bonus**" means an incentive awarded by BCLC which can be used for bets, wagers or purchases on the applicable Platform only and cannot be redeemed for cash or paid out from your Account.

"**Chargeback**" means a request by a financial institution to BCLC to return funds as a result of a cardholder contacting the financial institution to initiate a refund for a payment transaction pertaining to your Account that was made using the card or an account associated with the card.

"**Computer Systems**" means the central computer system of BCLC, or any computer system used by BCLC for the operation of Games and to record any Game transactions.

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

"**Force Majeure Event**" means any event whatsoever beyond BCLC's reasonable control that interferes with BCLC's performance of its obligations in conducting, managing or operating Games under this Player Agreement, in whole or in part, from fire, flood, earthquake or other act of God, an outbreak of hostilities, riot, civil disturbance, act of war or terrorism; explosion; theft; malicious damage; power failures; obstruction, loss of, limited or delayed availability of any financial institution; network, broadcast or telecommunications service; cessation, failure, interference or interruption of operation of any computer system, computer terminal, or any part thereof, including, without limitation, due to system or technical issues, cyber breaches, or cyber-attacks, or for maintenance or upgrades, or new computer system or computer terminal implementation; strikes, lock-outs, or industrial action of any kind; legislative or regulatory change or the act of any government or governmental authority; epidemics or pandemics; or other calamity.

"**Game**" means a lottery scheme (as defined by the *Criminal Code, RSC 1985, c. C-46*) conducted, managed and/or operated by BCLC and/or Authorized Providers on a Platform, in which prizes are awarded in accordance with the applicable Rules. Game(s) include lottery, casino and sports betting and all other lottery schemes offered on the Platforms.

"**Game Break**" means the voluntary self exclusion program offered by BCLC that prohibits gambling on a Platform, which includes enrollment in such a program at any British Columbia gaming facility.

"**Inactive Account**" means an Account which has had no deposits and no Game bets, wagers, or purchases during a one-year period.

"**Login Credentials**" has the meaning ascribed to it in section 4.01 of this Player Agreement.

"**Lotto! Account**" means an Account on the Lotto! Mobile App.

"**Lotto! Mobile App**" means the Mobile Application known as the Lotto! App.

"Mobile Application" means an application offered by BCLC that is made available on a mobile device, such as a smartphone or a tablet computer, through which select Games are made available.

"Otherwise Prohibited" means that an individual has been determined by BCLC in its sole discretion to be ineligible to register or play on any Platform. due to Prohibited Activities or otherwise.

"Platforms" means, together, PlayNow and the Lotto! Mobile App (each, a "**Platform"**).

"**Player Agreement**" has the meaning ascribed to it in the preamble of this Player Agreement.

"**Player Privacy Statement**" means the player privacy statement posted on www.playnow.com or, for the Lotto! Mobile App and any PlayNow Mobile Application, it means the privacy notice or policy posted with such Mobile Application.

"**PlayNow**" means the PlayNow.com online gaming website offered by BCLC and PlayNow Mobile Applications, through which select Games are made available to eligible Registered Players.

"**PlayNow Account**" means an Account on PlayNow.

"**Prohibited Activities**" has the meaning ascribed to it in section 3.5 of this Player Agreement.

"**Promotion Conditions**" means conditions established by BCLC that apply to promotions offered on a Platform.

"**Receipt**" means a detailed record of your bet, wager, or purchase transaction, which BCLC issues at the time a transaction is completed and deemed to be a receipt under the applicable Rules that govern the particular Game.

"**Registered Player**" means an individual who has satisfied BCLC's requirements and has been approved by BCLC in accordance with section 2.02 of this Player Agreement and has been issued an Account on a Platform that has not been closed.

"**Rules**" means all rules which apply to any lottery schemes offered by BCLC, howsoever described, including rules and regulations, game conditions, and rules of play established by BCLC, including those that are posted at https://www.playnow.com/about-playnow/legal.html and other rules of play specific to certain types of Games or individual Games that may be otherwise posted on the applicable Platform.

"**Submission**" means all information you provide on or through a Platform.

"**Terms of Use**" means the terms of use, rules and conditions and legal terms posted on https://www.playnow.com/about-playnow/legal.html or, for the Lotto! Mobile App and any PlayNow Mobile Application, it means the terms of use, rules and conditions and legal terms posted with such Mobile Application.

"**Weekly Deposit Limit**" means the maximum amount of funds that you may deposit in your PlayNow Account or in your Lotto! Account, as applicable, in any seven (7) day period as determined by BCLC and subject to change without notice.

Interpretation

In this Player Agreement:

a) all monetary amounts are references to lawful currency of Canada (i.e., Canadian dollars);

b) a definition applies to other forms of the word;

c) where the terms "includes", "including" or other variation of "include" is used, such word is deemed to be followed by the words "without limitation";

d) headings are for convenience of reference only and do not affect the interpretation of this Player Agreement; and

e) a provision relating to the discretion, reservation of right, approval, consent, authorization, determination, option, satisfaction, or opinion of BCLC is at BCLC's sole, absolute, and unfettered discretion.