

Standards of Ethical Business Conduct for British Columbia Lottery Corporation Contractors

Version 7.0 September 2023

APPROVED

Contents

- Glossary of Terms 3
- Understanding our Ethical Promise 5
- Our Shared Responsibilities 6
 - It’s the Law 6
 - BCLC’S Responsibility 6
 - Contractor’s Responsibility 7
 - Raising Questions or Concerns 7
- Whistleblower Policy 8
 - Confidentiality 8
- Exemptions from these Standards 9
- Contractor Conduct 9
 - Workplace 9
 - Inquiries, Comments or Complaints from the Public 10
 - Media 10
 - Government Communications 10
 - Supporting References 10
- Player’s Trust 11
- Social Purpose 11
 - Supporting References 11
- Conflict of Interest Guidelines 12
 - Disclosure 12
 - General Guidelines 13
 - Common Conflict of Interest Situations 13
 - Outside Employment, Business Interests and Other Activities 14
 - Personal Relationships 15
 - Investments 15
 - Interest in the Gaming Industry 15
 - Political Activity 15
 - Mitigation Strategies 16



APPROVED

- Supporting References 17
- Entertainment, Gifts and Services 17
- Contractor Participation in Gaming..... 18
 - No Play at Work..... 18
 - Additional Limitations 19
 - Sports Products 19
 - Casino, Community Gaming Centre and Commercial Bingo Gaming Products 19
 - PlayNow Products 19
- Confidentiality 20
 - Breach of Confidentiality..... 20
 - Freedom of Information and Protection of Privacy..... 20
 - Vendor, Competitor or Business Information 21
 - Supporting References 21
- Protection of Company Assets and Buildings 21
 - Access to BCLC Facilities 21
 - Physical Assets..... 22
 - Information and Access to Information Technology Resources..... 22
 - Retention of Information..... 23
 - Supporting References 23
- Standard Ownership..... 23
- Revision History 24
- Appendix A – Contractor Declaration and Commitment..... 1
- Appendix B – Declaration of Actual or Perceived Conflict of Interest 2
- Appendix C – Mandatory Training for Contractors..... 4



Glossary of Terms

In these Standards:

Accountability	Means BCLC manages responsibilities transparently and in the best interests of the citizens of British Columbia.
Assets	Means physical and intellectual property (including rights in information) managed by BCLC.
Associate	Means a person with whom a Contractor is connected in some enterprise or business.
BCLC	Means British Columbia Lottery Corporation.
Confidential Information	Means any information whether in oral, written, graphic, electronic or other form, including Personal Information and/or business information that ought to be treated as confidential, whether or not that information is marked as confidential.
Contact	Means the BCLC employee who directs the Contractor's work.
Contact Information	Means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual.
Contract	Means the legally binding agreement between a Contractor and BCLC or between a Contractor's employer and BCLC.
Contractor	Means an individual engaged to provide professional on-premise services to BCLC and is either supplied by a third party agency or retained directly by BCLC under an executed commercial contract for services.
Cost Consciousness	Means BCLC is committed to continual improvements to our operational efficiency and effectiveness to optimize and manage the costs of our business.
Crown Corporation	Means a corporation operating as an agent of the Government of British Columbia.
Declaration Form	Means the Declaration of Actual or Perceived Conflict of Interest form in Appendix B of these Standards.
Executive	Means the persons who hold the title(s) of President and CEO, Chief Financial Officer, Chief Information Officer or Vice President.
Family Member	Means a person who is: <ul style="list-style-type: none"> • A spouse (including common law); or • A parent or child; or • Anyone who regularly resides with you.
FIPPA	Means the <i>Freedom of Information and Protection of Privacy Act</i> , British Columbia.
Government	Means the Government of British Columbia

APPROVED

GPEB	Means Gaming Policy and Enforcement Branch.
Information Technology (IT) Resources	Means BCLC-owned or managed information and communications technologies that include but are not limited to information technology systems and related applications, infrastructure and networks.
People and Culture	A member of the People and Culture team, such as a People and Culture Advisor allocated to support a Contractor's division, or the Manager, People Operations.
People and Culture Advisor	A member of the People and Culture team allocated to support a Contractor's division.
Personal Information	Means recorded information about an identifiable individual, other than Contact Information.
Personal Relationship	Includes familial connections, whether by birth, adoption, marriage or other such connection; sexual or romantic relations; and close friendships that include regular social contact outside of the workplace and work social functions.
Physical Assets	Means tangible property including but not limited to buildings, offices, furniture, office supplies, gaming equipment and products, computer hardware, peripherals, computer software and communications devices owned or managed by BCLC.
Retailer	Means a BCLC lottery retailer and includes its employees, contractors and volunteers who are authorized to operate a lottery terminal or are involved in the handling, selling and/or validation of lottery products.
Service Provider	Means a contracted supplier of operational services to BCLC at gaming facilities.
Whistleblower Policy	Means BCLC's corporate policy that establishes expectations and protections for reporting concerns related to misconduct in a safe, confidential manner.

Understanding our Ethical Promise

At BCLC we depend on public confidence in the security of the systems and the people involved in providing our products and services.

As a Crown corporation, we represent Government in our actions. Our actions are subject to British Columbia's *Gaming Control Act*.

Our Standards of Ethical Business Conduct embed our core values of:

- Integrity: The games we offer and the ways we conduct business are fair, honest, transparent and trustworthy.
- Community: We create a positive impact for people and the planet.
- Respect: We treat all people with dignity and value diverse perspectives.

These Standards also reflect BCLC's principles, which require every Contractor to fulfil our ethical promise to conduct our business with professionalism, Accountability and Cost Consciousness at all times.

We recognize that business situations are, at times, complex and that the right decision or action may not always be clear. These Standards form a framework that is designed to assist Contractors in making the right decision. You are responsible to find out or ask for direction from your Contact if you are unsure whether an action may be unethical, in breach of these Standards, or if you have concerns or questions with respect to these Standards.

These Standards apply to all Contractors. It is expected that the spirit and intent of these Standards will be adhered to by those who enforce them and those who are guided by them. Each of you is asked to confirm your understanding and commitment to these Standards as a condition of engagement. You should report any suspected breach of these Standards. Through these Standards and its [Whistleblower Policy](#), BCLC provides direction and assurance of a safe environment for you to do so.

Underpinning BCLC's commitment to responsible corporate citizenship, these Standards set guiding principles on integrity and ethics in business conduct. They govern BCLC's business decisions and actions and apply equally to corporate actions and to the behaviour of individual Contractors in conducting BCLC's business.

These Standards, which have been adopted and approved by BCLC's Board of Directors, are reviewed on a regular basis and revised as necessary.

I am confident that these Standards of Ethical Business Conduct will help you to fulfil BCLC's ethical promise.

Pat Davis
President & CEO
BCLC

Our Shared Responsibilities

IT'S THE LAW

BCLC shares the responsibility for maintaining the integrity, security and high standards of the gaming industry with GPEB. Depending on the nature of your work, you may be required to be registered as a gaming worker with GPEB and maintain this registration for the duration of your Contract with BCLC.

The obligations of a registered gaming worker include, but are not limited to, the requirement to promptly report to GPEB in writing if:

- your identification card is damaged, lost, misplaced or stolen;
- your name has changed;
- you are under criminal investigation or are charged or have charges pending in relation to a criminal matter; or
- a civil suit involving allegations of fraud, theft, deceit, misrepresentation or similar conduct is commenced against you.

How to report is explained in the “Conditions of Registration” section of [GPEB’s registration form](#). You should also report the above matters to your Contact.

You are not expected to have detailed knowledge of all laws and regulations that apply to BCLC; you are expected to comply with the basic legal requirements in the area in which you supply services. If you are ever in doubt about the application or interpretation of any law, refer the matter to your Contact.

Although BCLC conducts its business in British Columbia, there are instances where the laws and regulations of other jurisdictions will apply to our activities. In these cases, Contractors are expected to abide by the applicable law of the jurisdiction.

BCLC’S RESPONSIBILITY

Contacts play a leadership role in upholding BCLC’s social purpose and these Standards at all times and must:

- ensure that all Contractors they direct have reviewed and agreed to these Standards;
- create and maintain a workplace where ethical conduct is supported and Contractors are able to comply with these Standards;
- ensure all Contractors they direct have signed the Contractor Declaration and Commitment form attached in [Appendix A](#);
- implement and document an appropriate mitigation strategy (using Appendix B) for all Contractors who have identified an Actual, or Perceived Conflict of Interest as defined in the [Conflict of Interest Guidelines](#);

APPROVED

- ensure all Contractors they direct have completed the Declaration of Actual, or Perceived Conflict of Interest attached in [Appendix B](#);
- ensure Contractors have completed BCLC required mandatory Contractor training;
- destroy all electronic and hard copy declaration forms once the original has been sent to Procurement;
- should a Contractor have an Encore Rewards loyalty account, notify the department responsible for player loyalty to suspend the Contractor's loyalty account for the duration of their Contract period with BCLC;
- respond immediately to allegations or observations of any breach of these Standards as outlined below under Raising Questions or Concerns.

CONTRACTOR'S RESPONSIBILITY

As a Contractor, it is your responsibility to uphold BCLC's social purpose and to:

- learn, understand and comply with these Standards and any applicable BCLC policies, requirements and directives;
- acknowledge your understanding and commitment to comply with these Standards by signing the Contractor Declaration and Commitment form which is attached as [Appendix A](#);
- complete the Declaration of Actual or Perceived Conflict of Interest form which is attached as [Appendix B](#);
- successfully complete, to BCLC's standard, any and all mandatory training as directed by BCLC. Mandatory training as at the date of these Standards is outlined in [Appendix C](#) to these Standards;
- avoid any situation where you would request or enable another person to violate these Standards or any BCLC policy, requirement or directive; and
- cooperate truthfully and fully with any inquiry into a violation of these Standards or any BCLC policy, standard, guideline, directive or other requirement.

Failure to comply with these Standards may lead to the termination of your Contract with BCLC.

In the event of a discrepancy between a BCLC policy and these Standards, these Standards shall prevail.

RAISING QUESTIONS OR CONCERNS

BCLC does not permit reprisal or retaliation of any kind against employees or Contractors who, in good faith, bring forward allegations and you are encouraged to bring forward questions, concerns or reports about behaviour that you suspect to be in breach of these Standards. All allegations of breaches of the Standards will be considered for further investigation.

If you have questions or concerns about the content of these Standards, please discuss them with your Contact first. If further clarification is required, you may speak directly with Contract Management.

Likewise, if you have questions or concerns about the conduct of another Contractor or any BCLC employee, including a suspected breach of these Standards, you are encouraged to discuss the matter with your Contact first.

APPROVED

BCLC Contacts must respond immediately to all allegations or observations of any breach of these Standards by:

- taking reasonable measures to resolve an issue if it is within their level of authority to do so;
- implementing preventive measures or corrective actions within their level of authority to reduce the risk of future breaches;
- providing written notification to their supervisor and Contract Management of the incident and the resolution or corrective action implemented, if it is determined that a Contractor engaged in unethical conduct;
- promptly escalating to a member of BCLC senior management in the affected division if the matter requires action above their level of authority; and
- taking the necessary steps to promote a safe environment for both employees and Contractors who report a violation of these Standards.

If you believe a matter requires a resolution and it has not been reasonably resolved by your Contact, or if the matter is one which you feel unable to discuss with your Contact, then you may escalate the matter to a member of senior management in the affected division.

However, it is recognized that not everything can, or should, be resolved by the process described above. For more serious matters, including a matter you feel cannot be resolved by the process described above, see BCLC's [Whistleblower Policy](#).

Whistleblower Policy

BCLC is dedicated to the highest possible standards of honesty, integrity, respect, social responsibility, Cost Consciousness and Accountability. BCLC's [Whistleblower Policy](#) is designed to protect the interests of BCLC and its employees. It sets out a process to report concerns where:

- you believe something is seriously wrong at BCLC, such as behaviour or an activity that you suspect is illegal, fraudulent, unethical, unsafe, or a significant danger to the environment; or
- you have concerns you feel will not be kept in confidence.

This policy will provide you with direction on how and where to report such concerns with the confidence that your report will be acknowledged and taken seriously. Most importantly, this policy is designed to eliminate any fear you may have about voicing bona fide concerns and provides assurance that persons doing so will be protected from possible reprisal or retaliation.

CONFIDENTIALITY

All concerns brought to BCLC's attention under the Whistleblower Policy will be regarded as confidential. You may make a report anonymously as outlined under the Whistleblower Policy.

Exemptions from these Standards

A Contractor may request an exemption from a requirement in these Standards.

In extraordinary circumstances and where it is clearly in the best interests of BCLC to do so, the Board of Directors may grant a Contractor an exemption from the requirements of these Standards to allow the continuation of circumstances that would otherwise be considered an Actual Conflict of Interest as defined within the Conflict of Interest Guidelines under these Standards or that would be considered a breach of these Standards. Conditions may be attached to an exemption.

If a Contractor is exempted from a requirement of these Standards for the continuation of circumstances that would otherwise be considered an Actual Conflict of Interest, the Contractor must refrain from participating, in any manner, in decision-making respecting the subject matter of the conflict of interest or breach of these Standards, except to the extent specifically authorized in the decision granting the exemption.

BCLC's President and Chief Executive Officer must authorize requests for exemptions to proceed to the Chair of BCLC's Board of Directors. People and Culture, in consultation with the department responsible for Contract Management, establishes internal procedures for Contractors to request authorization for an exemption.

Contractor Conduct

WORKPLACE

As part of BCLC's social purpose, we all share the responsibility of creating a safe and healthy work environment where everyone is treated with dignity and respect.

BCLC is also committed to providing a workplace that is free from harassment and at all times operates in accordance with the *Human Rights Code*, British Columbia, and similar legislation. As such, you are expected to interact with those you encounter during your engagement with BCLC in a professional, respectful and courteous manner. Behaviour that will strain work relationships or contribute to a negative work environment will not be tolerated.

Your concern for what is right should form the basis of all of your business decisions. Always act in accordance with laws, regulations, BCLC's policies, standards and procedures and these Standards.

Dealings with BCLC employees, Service Providers, Retailers, and other Contractors should be made objectively and in the best interests of BCLC.

Our Safety Manager and Safety Committees manage BCLC's health and safety program. Your Contact will orient you to the occupational health and safety requirements, policies and resources related to your work site.

APPROVED

INQUIRIES, COMMENTS OR COMPLAINTS FROM THE PUBLIC

Whether at BCLC's premises or not, you must not respond to a formal inquiry, comment or complaint from a third party regarding BCLC unless responding is within the scope of your contracted services for BCLC.

If you feel it is appropriate, refer the individual to your Contact or BCLC's department responsible for consumer services.

MEDIA

It is not appropriate for Contractors to answer questions or provide comments to the media regarding BCLC unless authorized to do so. If you receive an enquiry from the media and you are not authorized to respond, you should refer the media enquiry to BCLC's department responsible for media and issues management.

This policy applies whether you are at BCLC's premises or not. Keep in mind that you may be perceived to speak for BCLC regardless of your intention.

GOVERNMENT COMMUNICATIONS

Communications with federal, municipal, provincial governments or government bodies, other than the B.C. Government or a B.C. government body, or communications with First Nation governing bodies, that attempt to influence the decision-making of the government, government body or governing body, may be subject to requirements under relevant lobbying legislation or bylaws. You must contact the Legal Services department prior to engaging in this type of communication with a federal, municipal, provincial government or government body or First Nation governing body. This does not apply to communications with the B.C. Government or a B.C. government body.

SUPPORTING REFERENCES

[Respectful Workplace Policy](#)

[Occupational Health and Safety Policy](#)

[Travel and Expenses Policy](#)

[Purchasing – Vendor Selection and Thresholds Policy](#)

[Signing Authority Policy](#)

[Media Relations Policy](#)

Player's Trust

It is critical to BCLC that its players have trust and confidence in the integrity and security of its games and all those involved in them, including BCLC's Service Providers, Retailers and Contractors. Accordingly, BCLC is committed to secure technology, policies and processes to maintain security and integrity.

As a Contractor of BCLC, it is your obligation to:

- be aware of BCLC's initiatives to make certain that all persons involved in our games, including Service Providers, Retailers and Contractors, treat players fairly and honestly; and
- promptly raise any issues or concerns you may have regarding the integrity and security of our games or their delivery to your Contact or BCLC management.

Social Purpose

BCLC has a strong commitment to doing "the right thing" for its employees, its players, the communities in which it operates and the environment. This commitment is reflected in BCLC's social purpose to "generate win-wins for the greater good".

Our social purpose requires you to continually consider the impacts of all activities and decisions on individuals, institutions, communities and the planet, to always seek more and greater win-wins to benefit the well-being of all involved.

This includes, but is not limited to, the well being of BCLC's players. Everyone at BCLC shares a collective responsibility to make gambling safer for our players and your obligation, as a BCLC Contractor, is to prioritize the well-being of the player in everything we do.

SUPPORTING REFERENCES

[Environmental, Social and Governance \(ESG\) Policy](#)

[Gaming Policy and Enforcement Branch - Responsible Gambling Standards for Internet Gambling Conducted by BCLC](#)

[Gaming Policy and Enforcement Branch - Responsible Gambling Standards for the BC Gambling Industry](#)

[Advertising and Marketing Standards for Gambling in British Columbia](#)

Conflict of Interest Guidelines

Integrity, honesty, trust and Accountability are essential elements of BCLC's success and BCLC is determined to act and to be perceived as an ethical organization.

There are circumstances in which your private interests may be incompatible with the scope of services for which you are contracted by BCLC. These guidelines provide examples of the types of activities or interests that may give rise to an Actual or Perceived Conflict of Interest:

- An Actual conflict of interest denotes a situation in which you have knowledge of a private interest that is sufficient to influence the exercise of your obligations as a Contractor of BCLC.
- A Perceived conflict of interest exists where a Contractor's private interests would appear to a reasonable person to conflict with their obligations as a Contractor of BCLC even though there may not be an actual conflict.

You are required to disclose Actual and Perceived Conflicts of Interest to BCLC as detailed below and must act in accordance with these conflict of interest guidelines.

You should be cognizant that the potential for a conflict of interest may change as your private interests change or if your role changes during your Contract with BCLC.

DISCLOSURE

You must disclose any circumstance that could be an Actual or Perceived Conflict of Interest by completing Appendix B - Declaration of Actual or Perceived Conflict of Interest form (the Declaration Form) as a condition of your Contract with BCLC. You must return the completed Declaration Form to Contract Management within two weeks of the start of your Contract. Your Declaration Form will be treated with confidentiality and will be retained in your Contract file, which is kept by BCLC's department responsible for Contract Management.

You may be required to review and update your Declaration Form upon request from BCLC, at any time, so that you and your Contact can discuss and address conflict of interest issues.

In addition, you must, immediately upon becoming aware, disclose any new Actual or Perceived Conflicts of Interest to your Contact and complete a new Declaration Form. This requirement applies regardless of whether you become aware of the conflict before, during or after a transaction is complete.

If you are in doubt whether a situation involves an Actual or Perceived Conflict of Interest, you must immediately seek the advice of your Contact. If your Contact is not available, contact Contract Management.

Unless otherwise instructed, you and your Contact must immediately identify and implement steps to resolve Actual Conflicts of Interest and prevent Perceived Conflicts of Interest. Conditions that may be implemented are identified under Mitigation Strategies. Contacts may request assistance from Contract Management if unsure whether a conflict exists.

APPROVED

Failure to comply with conditions stated in your Declaration Form may lead to the termination of your Contract with BCLC.

In addition to applying the [General Guidelines](#) to determine if there is an Actual or Perceived Conflict of Interest that you are required to declare, you must follow the specific directions for disclosing business interests, personal relationships, investments, interests in the gaming industry and political activities, as outlined below.

GENERAL GUIDELINES

These guidelines and rules to avoid conflicts of interest are designed to protect the interests and reputation of BCLC and each Contractor. You should apply the following guidelines in considering if there is an Actual or Perceived Conflict of Interest that you must disclose to BCLC:

- The principles underlying conflict of interest rules are impartiality and integrity.
- You must avoid any situation or decision-making in which there is an Actual Conflict of Interest or an apprehension of bias.
- You must consult with your Contact (and if necessary Contract Management) to discuss any situations that may result in a Perceived Conflict of Interest and any mitigation steps required.
- You must not use your Contract with BCLC to pursue or advance your personal interests, the interests of a Family Member, an Associate, the interests of a person to whom you owe an obligation, or any other person that you have a Personal Relationship with.
- You must not directly or indirectly benefit from a transaction with BCLC, other than your current Contract, over which you can directly or indirectly influence a decision relating to the transaction.
- You must not use your position at BCLC to solicit clients for:
 - a business or partnership you are personally involved with,
 - a business operated by a Family Member, Associate or any other person that you have a Personal Relationship with,
 - a corporation in which you or a Family Member has a controlling interest, or
 - a person or a person's business to whom you owe an obligation.

COMMON CONFLICT OF INTEREST SITUATIONS

There are several situations that could give rise to an Actual or Perceived Conflict of Interest. The most common involve:

- giving gifts, favours or financial benefits to BCLC employees or to persons whom the employee may have a Personal Relationship, or
- Inappropriate disclosure or use of Confidential Information.

APPROVED

The following are examples of conflict of interest situations:

- Influencing BCLC to lease equipment from a business owned by an Associate, Family Member or any other person that you have a Personal Relationship with.
- Influencing BCLC to make its travel arrangements through a travel agency owned by an Associate, Family Member or any other person that you have a Personal Relationship with.
- Participating in a decision or influencing a decision to hire or promote a Family Member or any other person that you have a Personal Relationship with.
- Situations where you, or someone you know, would personally benefit from unauthorized disclosure or inappropriate use of information acquired through your Contract with BCLC.
- Situations in which you, a Family Member, Associate or any other person you have a Personal Relationship with, could personally benefit from your influence in BCLC decisions, such as through investments, loans, purchases, sales, contracts, policy, grants and appointments. This may include:
 - participating or influencing discussions or decisions that directly or indirectly impact a Retailer, Service Provider, Contractor, or investments; or
 - participating or influencing the evaluation, selection or contracting of a Retailer, Service Provider or Contractor.
- Providing oversight of, influencing negotiations with, assessing risk, or performing audits of a Retailer, Service Provider or Contractor with which you have an identified financial, business or Personal Relationship.
- Serving as a volunteer, board member or owner of an organization that is lobbying or seeks to influence the actions or decisions of BCLC.

OUTSIDE EMPLOYMENT, BUSINESS INTERESTS AND OTHER ACTIVITIES

During your Contract with BCLC, you may participate in a business or perform other work for an employer outside your Contract with BCLC, provided it does not result in an Actual Conflict of Interest or breach of your Contract with BCLC.

You may not hold a significant financial interest, either directly or through a Family Member or Associate, or hold or accept a position as an officer or director in an organization that has a relationship with BCLC, other than the organization through which BCLC has contracted you, unless that interest has been fully disclosed and addressed to BCLC's satisfaction. A "significant financial interest" in this context is any interest substantial enough to be perceived to influence the decisions of BCLC or be perceived to result in personal gain for you.

Any significant financial interest circumstances must be disclosed in Section I of your Declaration Form by checking box 2 (if the interest is personal or through an Associate) or box 5 (if the interest is through a Family Member) and recording the details. Details of any conditions imposed by BCLC must be recorded in Section II of your Declaration Form.

APPROVED

PERSONAL RELATIONSHIPS

You must disclose to your Contact any Personal Relationship with a person who is a BCLC employee or Contractor, or is an employee of a Retailer, Service Provider or Contractor if there is an Actual or Perceived Conflict of Interest. Your Contact will identify if an Actual or Perceived Conflict of Interest exists and, if so, immediately implement steps to resolve Actual Conflicts of Interest or prevent Perceived Conflicts of Interest. Your Contact may request assistance from People and Culture and Contract Management if unsure whether an Actual or Perceived Conflict of Interest exists. Such conflict of interest must be disclosed in Section I on your Declaration Form by checking box 3 and recording applicable details that identify the conflict of interest. Any conditions imposed by BCLC must also be recorded on your Declaration Form in Section II.

INVESTMENTS

Through your Contract with BCLC, you may be a party to, or have influence over, investment decisions or you may be aware of information that is not available to the public. You must always ensure that you are not providing, or being perceived to be providing, a unique investment advantage for yourself or anyone you know based on your access to BCLC information or decisions.

If you have any direct or indirect investments that are an Actual or Perceived Conflict of Interest, you are required to disclose this information by checking box 1, 2 or 5, as appropriate, and recording the details in Section I of your Declaration Form. Any conditions imposed by BCLC must be recorded in Section II of your Declaration Form.

INTEREST IN THE GAMING INDUSTRY

If you or any family member (as defined below) has any previous or current involvement, financial or otherwise, in the gaming industry in any capacity, you must disclose this by checking box 4 and adding the details in Section I of your Declaration Form. Any conditions imposed by BCLC must be recorded in Section II of your Declaration Form.

If you are required to be registered with GPEB, you are also required to disclose to GPEB if:

- your spouse, a parent, sibling or child of you or your spouse, or any relative of you or your spouse residing in your residence, is involved in the gaming or horseracing industry in any capacity; or
- you or your spouse, or a parent, sibling or child of you or your spouse, or any relative of you or your spouse residing in your residence, has any direct or indirect interest, financial or otherwise, in a gaming service provider.

POLITICAL ACTIVITY

You may engage in political activities (e.g., membership in a political party, supporting a candidate for elected office, etc.). However, political activities must be clearly separate from activities related to your duties with BCLC and you must not engage in political activities during working hours or use BCLC facilities, equipment or resources in support of these activities. Political activity such as canvassing or soliciting funds on behalf of any political party is not permitted in the workplace.

APPROVED

If you or a Family Member holds or is elected to a federal, provincial, or municipal position, you are required to disclose these details by checking box 7 and adding the details in Section I of your Declaration Form. BCLC may need to terminate or place constraints on your Contract to ensure there are no Actual Conflicts of Interest or to prevent Perceived Conflicts of Interest. Any constraints must be recorded in Section II of your Declaration Form.

MITIGATION STRATEGIES

Each Contractor's situation will be different, which means you and your Contact may need to devise a custom mitigation strategy. The following strategies are presented to assist Contractors and their Contacts in identifying one or more appropriate conditions that may be imposed to resolve Actual Conflicts of Interest or prevent Perceived Conflicts of Interest.

A Contractor may be required to:

- declare certain details of their conflict of interest and/or mitigation strategy to certain BCLC employees, such as managers of impacted business areas;
- declare their status as a Contractor in specific meetings or situations where there could be a reasonable perception of a conflict of interest;
- abstain from communicating specific information to a BCLC employee, Family Member, Retailer, Service Provider or Contractor;
- abstain from receiving or accessing specific information;
- seek their Contact's prior approval and/or limit use of BCLC's information, time or resources;
- abstain from voting on specific questions or otherwise influencing specific decisions;
- decline from participating in part or the entirety of specific discussions, meetings, activities, initiatives or projects;
- decline from participating in part or the entirety of specific processes, functions or roles (e.g., risk management, audit review, legal consultation or proceedings, policy-making, procurement, staffing and human resource decisions);
- limit their authority to negotiate, approve, spend or sign in specific situations;
- seek their Contact's prior approval to pursue other contracts, business interests and other activities;
- limit or discontinue their engagement in other contracts, financial or business interests and other activities;
- cease contact or dealings with specific individuals or outside organizations;
- seek independent legal advice in specific situations;
- avoid competing or accepting specific contract opportunities; and/or
- take precautions so they are not perceived as speaking on behalf of BCLC while performing non-BCLC related duties.

APPROVED

This is not an exhaustive or complete list of possible mitigation strategies. Mitigation strategies should be tailored to a Contractor's specific conflict, which may involve imposing other types of conditions not listed above. If you and your Contact are unsure of what mitigation strategy is appropriate, your Contact should consult with the director of Corporate Procurement. Where a conflict exists with another vendor, Procurement will be notified by BCLC's Contact of the existing conflict.

If it is determined that your relationship is not a conflict of interest or is not likely to be perceived to be a conflict of interest and does not hinder your ability to carry out your Contract, your disclosure will be acknowledged and retained in your Contract file, which is kept by BCLC's department responsible for Contract Management.

SUPPORTING REFERENCES

[Appendix B: Declaration of Actual or Perceived Conflict of Interest](#)

Entertainment, Gifts and Services

To promote impartiality between Contractors and BCLC employees and to avoid creating implied obligations, you must not accept or offer a gift or other benefit (including, but not limited to, gratuities, entertainment, discounts or services) unless:

- the value of the gift or other benefit is less than \$100; and
- the acceptance or offer of the gift or other benefit occurs under the protocol or social obligations that normally accompany the duties or responsibilities of the position.

If you are unsure of the "protocol or social obligations that normally accompany the duties or responsibilities" for the position you should consult with your Contact or Contract Management.

Under no circumstances may you offer or receive a gift or other benefit in exchange for preferential treatment. Any Contractor experiencing or becoming aware of such an offer must immediately report the incident to their Contact.

Inappropriate gifts given or received by a Contractor must be returned and, if appropriate, accompanied by a copy of these Standards.

Contractor Participation in Gaming

BCLC's policy on Contractor participation in gaming is intended to manage security, integrity and perception issues with respect to Contractor participating in gaming conducted, managed or operated by BCLC.

You are permitted to participate in BCLC gaming within the guidelines of this policy. You are responsible for understanding and complying with this policy as it applies to your Contract. Requests for clarification should be directed to your Contact or the Director, Corporate Procurement. You should be cognizant that your gaming participation limitations may change upon accepting a new Contract within BCLC.

All Contractors who are eligible to play BCLC games are strongly encouraged to play responsibly.

NO PLAY AT WORK

You must not participate in any BCLC games or mobile apps, including accessing PlayNow games, while working or from a BCLC computer or network unless specifically authorized by BCLC in order to facilitate or carry out your duties in the course of your Contract. For example, you may be specifically authorized for testing and quality assurance purposes. This applies to participation at BCLC offices, any BCLC gaming facility, while working remotely and to Lottery locations that sell lottery products during their working hours.

In circumstances where a Contractor is authorized by BCLC to access a PlayNow account for the purposes of carrying out duties in the course of their Contract during working time, including, but not limited to, testing and quality assurance of PlayNow.com, access to the PlayNow account is subject to the following conditions (these conditions only apply to the PlayNow.com account that is established for carrying out duties in the course of the Contractor's Contract. These conditions do not apply to a Contractor's personal PlayNow.com account):

- Usage of the PlayNow account must not contravene any laws, regulations, BCLC policies, standards or procedures;
- The Contractor is not permitted to register for a PlayNow account unless directed to do so by BCLC and must only use the PlayNow account in the course of their obligations as a BCLC Contractor;
- The Contractor is not entitled to any prizes or other benefits from their use of the PlayNow account;
- Usage of the PlayNow account may be monitored by BCLC and inappropriate usage by the Contractor may result in termination of the Contract; and
- The Contractor is entitled to reimbursement for any expenses personally incurred in funding the PlayNow account.

BCLC may, at its discretion, amend the conditions for authorizing Contractor access to PlayNow.com at any time and without Contractor consent by providing written notice to the applicable Contractor.

ADDITIONAL LIMITATIONS

You may be disqualified from participating in commercial contests, loyalty programs and promotions associated with BCLC. Contractors must notify their BCLC Contact if they have an Encore Rewards account, which will be suspended during the period of their Contract.

Below are limitations on participating in certain BCLC games outside of work for Contractors. Depending on the nature of your services, BCLC may place additional limitations by written directive to the Contractor, with notification to the Contractor's Contact.

Sports Products

Contractors prohibited from participating in Sports Action games:

- Contractors providing services to the department responsible for sports betting games;
- Contractors providing services to the department responsible for Sports Action games; and
- Contractors providing services to the Odds Setting Advisory group.

Casino, Community Gaming Centre and Commercial Bingo Gaming Products

Contractors prohibited from participating in any games offered in a BCLC casino, community gaming centre or commercial bingo facility:

- Contractors providing services for the management, implementation or analysis of casino, community gaming centre or bingo games or products;
- Contractors whose job function directly supports the technology required to operate games at BCLC casinos, community gaming centres and bingo halls; and
- Contractors providing services to the Legal, Compliance, Security division.

PlayNow Products

Contractors prohibited from participating in PlayNow games (this does not apply to Contractor participation in lottery draws through PlayNow.com):

- Contractors providing services to the Customer Support Centre;
- Contractors in the department responsible for sports betting games;
- Contractors providing services directly supporting the technology required to operate the PlayNow site;
- Contractors who have player account administrator or adjustment privileges to PlayNow;
- Contractors responsible for the management, implementation and analysis of online game content; and
- Contractors providing services to the Legal, Compliance, Security Division.

Confidentiality

In the course of your duties you may have access to Confidential Information. Protecting Confidential Information is a crucial business practice. That is why you or your employer signed a Confidentiality Agreement, Non-disclosure Agreement or entered into confidentiality obligations as a condition of your or your Contract and you are expected to abide by these obligations throughout and beyond your time with BCLC.

If you are in doubt about whether information is Confidential Information, you should assume that it is unless otherwise advised by your Contact.

You should safeguard Confidential Information by keeping such information secure and limiting access to only those who 'need to know' in order to do their job. Do not discuss Confidential Information in public areas such as elevators, boarding lounges and aircraft or over mobile phones in public places where you could be overheard.

Do not give out information received through your relationship with BCLC which is not available to the general public unless prior written authorization is given by BCLC for its release.

BREACH OF CONFIDENTIALITY

A breach of confidentiality, whether unintended or deliberate, may result in the termination of your Contract with BCLC.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

BCLC is required to comply with the information access and protection of privacy requirements established in FIPPA. FIPPA grants the Office of the Information and Privacy Commissioner the power to audit or investigate BCLC's freedom of information and privacy protection practices and to order changes where there are findings of non-compliance.

Records created by you in the course of your Contract with BCLC may be subject to an access to information request. If requested, you are required to provide these records to BCLC's Freedom of Information department, who will apply FIPPA in BCLC's response to the request.

BCLC and its Service Providers collect Personal Information from many individuals in the course of normal business activity. FIPPA outlines the requirements that all public bodies, including BCLC, must apply to protect Personal Information. BCLC must comply with the provisions of FIPPA when collecting, securing, accessing, using, disclosing, and disposing of Personal Information.

Your Contact will provide an orientation to BCLC's policies and procedures for managing and safeguarding Personal Information. If you have access to Personal Information in the course of your Contract with BCLC, you will be required to undertake BCLC's privacy training.

APPROVED

You are required to safeguard any Personal Information in BCLC's custody in accordance with FIPPA requirements. You may not disclose Personal Information to third parties without prior authorization. If you believe that Personal Information has been or may have been disclosed without authorization you must report it immediately to your Contact.

VENDOR, COMPETITOR OR BUSINESS INFORMATION

BCLC often gathers a variety of information from legitimate sources to evaluate the merits of its products, marketing methods and to extend credit and evaluate vendors. This is ethical business activity.

BCLC collects information from various bidders during the procurement process. All such information relating to proponents and their proposals shall be held in confidence, subject to applicable laws. Contractors should not discuss proponents or their proposals with outside parties.

Your compliance with BCLC's [Procurement Protocol #1](#) (Communications Protocol) ensures that third parties do not obtain information they are not entitled to receive. It also reduces the risk of Contractors appearing to have a bias toward one proponent over another. You should consider the list of scenarios within the Protocol when engaging in discussions with potential bidders. Any questions relating to the Protocol should be directed to the Director, Corporate Procurement.

It is not ethical to use illegal means to acquire a competitor's trade secrets or other Confidential Information belonging to third parties. If such information is obtained by mistake or if you have questions about the legality of information gathering, you should immediately consult with your Contact.

SUPPORTING REFERENCES

[Freedom of Information and Protection of Privacy](#)

[BCLC's Privacy Management and Accountability Policy and Procedures](#)

[Procurement Protocol #1](#)

Protection of Company Assets and Buildings

ACCESS TO BCLC FACILITIES

To maintain the integrity of BCLC, a high degree of security is exercised in all BCLC corporate offices through electronic access control, video monitoring equipment and associated policies and procedures, including BCLC's [Identification and Access Policy](#).

Each Contractor is required to use an individually issued access card and, when required, an associated biometric scanner, to access controlled entrances at BCLC corporate offices. The access card is the property of BCLC and must be returned upon request.

APPROVED

Contractors are responsible for the access card issued to them and must keep and store their access card safely and securely, at all times, adhering to the security requirements as outlined in the Identification and Access Policy. Contractors are accountable for all entries logged by the issued access card unless otherwise noted and/or reported to Corporate Security and Asset Protection. Contractors must immediately report lost, stolen or damaged access cards to Corporate Security and Asset Protection.

By accepting an access card, you agree that your personal information will be collected by BCLC in accordance with the *Freedom of Information and Protection of Privacy Act*, British Columbia, and will be accessed, used, and disclosed for the purposes of providing you with access to BCLC corporate facilities based on operational needs identified by your BCLC Contact, and for purposes related to your conduct and actions in the course of your Contract with BCLC. Your personal information includes your name, GPEB number, photograph, and biometric information. Specifically, your biometric information is used to verify your identity when operating BCLC security hand-scanners. Your biometric information is collected and stored directly in the access card issued to you. No biometric information is stored in any BCLC database and/or system.

If you have questions about the collection and use of your personal information, please contact Corporate Security at security@bclc.com.

PHYSICAL ASSETS

BCLC Assets may be entrusted to Contractors for their use while fulfilling their contractual obligations on behalf of BCLC. As a Contractor, you are responsible for the appropriate care and protection of all BCLC Assets associated with your duties, including exercising reasonable safeguards to prevent theft or damage. BCLC's Assets may only be used for BCLC business, unless otherwise stated within BCLC's policies, and should not be removed from BCLC's premises without authorization.

You must immediately report any lost, stolen or damaged BCLC Physical Assets (e.g., the buildings, property, or Assets in the building, such as desks, chairs, etc.) to your Contact and to the Corporate Facilities department. Contacts have the responsibility to ensure such incidents that are of a significant nature, possible breach of security or have the possibility of compromising gaming or BCLC in any way are escalated to BCLC Security as soon as possible.

INFORMATION AND ACCESS TO INFORMATION TECHNOLOGY RESOURCES

BCLC information and Information Technology Resources are the property of BCLC. You will only be granted access to BCLC's Information Technology Resources if you or your employer has entered into an obligation of confidentiality as set out in the [Confidentiality](#) section of these Standards.

If you have access to BCLC's Information Technology Resources, you are expected to use them in a responsible manner for the benefit of BCLC and in accordance with the [Appropriate Use of Information and Information Technology Resources Policy](#).

Information transmitted through BCLC Information Technology Resources, including emails, implies affiliation with BCLC. Professionalism should therefore always be foremost in your mind when deciding whether to communicate and share information through BCLC's Information Technology Resources. This is especially true of the Internet and BCLC's internal networks and systems.

APPROVED

BCLC may monitor and record use of Information Technology Resources in accordance with applicable law, including email, Internet use and files stored in private areas of our network. You should at no time expect privacy when using BCLC's Information Technology Resources to conduct BCLC business, whether you are accessing them on site or from a remote location.

Information related to BCLC's business in any way remains the property of BCLC throughout and beyond your Contract with BCLC. It must be safeguarded and must not be removed from BCLC premises without authorization.

BCLC reserves the right to monitor and review any material created, stored, sent or received using BCLC Information Technology Resources.

RETENTION OF INFORMATION

Information created or received by BCLC in the course of business activity and maintained evidence of those activities is considered Government information and must be managed in accordance with the Information Management Act, British Columbia, regardless of the form or medium. BCLC retains and disposes of information in accordance with approved information schedules that govern retention and disposition of Government information. Any information created by you in the course of your Contract with BCLC is under the custody and control of BCLC and must be retained and disposed of in accordance with the information schedules. At the end of your Contract, you are required to transfer or return all records relating to your work on behalf of BCLC to your Contact.

SUPPORTING REFERENCES

Appropriate Use of Information and Information Technology Resources Policy

[Obsolete Assets/Asset Disposal Policy](#)

[Records Management Policy](#)

Identification and Access Policy

Standard Ownership

Contact Position	Chief People Officer
Policy Owner	Chief People Officer
Approving Body	Board of Directors

Revision History

Version	Effective	Approved by	Amendment
7.0	Sep 25, 2023	Board of Directors	Updates to Additional Limitations to Gaming Participation to remove restrictions on participating in lottery draws on PlayNow.com. New requirements added for Access to BCLC Facilities, including privacy notice for contractor access cards. Other minor housekeeping changes and clarifications throughout.
6.0	Jul 28, 2022	Board of Directors	Clarified requirements for actual, perceived or potential conflicts of interest involving political activities.
5.0	Oct 26, 2021	Board of Directors	Major amendments including changes to the threshold and requirements for Entertainment, Gifts and Services, requirements added for Government Communications and requirements added for Contractors who may be authorized by BCLC to access a PlayNow account for the purposes of carrying out duties in the course of their Contract. Additional clarifications were made throughout the Conflict of Interest Guidelines.
4.1	Oct 27, 2020	Corporate Secretary	Minor amendments to update People and Culture titles following OneBCLC organizational restructure.
4.0	Jan 26, 2017	Board of Directors	Major amendments made to the Contractor Participation in Gaming and Protection of BCLC Assets sections. New direction included relating to the completion of the Contractor declaration forms and changes made to the glossary terms (Assets, Confidential Information and Personal Information). Corporate Computing Resources definition added.
3.0	May 14, 2015	Board of Directors	Major revisions made to conflict of interest and escalation of concerns. Additional changes made to align with the provincial government's Standards of Conduct Guidelines for the B.C. Public Sector (July 2014) and Taxpayer Accountability Principles (June 2014). Minor house-keeping issues and alignment with the SOEBC for Employees (includes changes to Standard Ownership).

APPROVED

Version	Effective	Approved by	Amendment
2.0	Feb 5, 2013	Vice President, Human Resources	Major revisions made to include new definitions (Contractor, Vendor Employee), remove definitions (On-Site Supplier, Supplier of Services to BCLC), assign new training responsibilities to BCLC and Contractors, and added Appendix C.
1.2	Aug 2011	(Unknown)	(Information not available)
1.1	Mar 2011	(Unknown)	(information not available)
1.0	Jan 20, 2011	(Interim) Vice President, Human Resources	Inaugural document

Appendix A – Contractor Declaration and Commitment

Last Name: _____ First Name: _____

Declaration:

I, the undersigned, declare that I have read and understood the British Columbia Lottery Corporation’s Standards of Ethical Business Conduct for Contractors. I agree to comply with these Standards, any amendments thereto, provided such amendments have been brought to my attention.

I declare that I have completed and submitted Appendix B Declaration of Actual or Perceived Conflict of Interest and have informed my Contact of any Actual or Perceived conflicts of interest involving me

I declare to the best of my knowledge and belief that I have no other Actual or Perceived conflict of interest apart from those stated in Appendix B.

I agree to report any new information that may present an Actual or Perceived conflict of interest as soon as I become aware of it.

I understand that if I have concealed any known Actual or Perceived conflicts of interest, my Contract with BCLC may be terminated.

Signatures: Contractor: _____ Date: _____

Company Name (if applicable): _____

BCLC Contact: _____ Date: _____

BCLC Contact Name (Print): _____ Date: _____

Completed forms must be forwarded to BCLC Contract Management. A copy of this form will be kept in the Contractor’s contract file.

Your personal information is collected in accordance with the Freedom of Information and Protection of Privacy Act, British Columbia, and will be collected, used, accessed, disclosed and stored by BCLC for ensuring compliance with the Standards of Ethical Business Conduct. If you have any questions about the collection or use of your personal information, please contact your BCLC Contact.



Appendix B – Declaration of Actual or Perceived Conflict of Interest

Last Name: _____ First Name: _____

SECTION I: Please check the appropriate box:

- 1. I am directly or indirectly involved in another enterprise or occupation that is or could be perceived as being in conflict with the interests of BCLC. (Fill in 'Details' section below.)
- 2. I have direct or indirect investments or business relations that are or could be perceived as being in conflict with the interests of BCLC. (Fill in 'Details' section below.)
- 3. I have a personal relationship that is or could be perceived as being in conflict with the interests of BCLC. (Fill in 'Details' section below.)
- 4. I have and/or a family member has a previous or current involvement, financial or otherwise in the gaming industry in any capacity. (Fill in 'Details' section below.)
- 5. A family member whose circumstance places me or could be perceived as placing me in conflict with the interests of BCLC. (Fill in 'Details' section below.)
- 6. I have been elected to a municipal political position and/or I have a family member who has been elected to a federal, provincial or municipal position (Fill in 'Details' section below.)
- 7. Other. (Fill in 'Details' section below.)
- 8. To the best of my knowledge and belief I do not have an Actual or Perceived conflict of interest. (This box should only be checked if none of the other boxes have been marked).

Details: (Use separate page and attach if additional space required)

Signatures: Contractor _____ Date _____

BCLC Contact _____ Date _____

BCLC Contact Name (Print) _____ Date _____

Executive/VP _____ Date _____

Executive/VP Name (Print) _____ Date _____

(VP signature only required if one or more of boxes 1 through 6 have been checked)



APPROVED

Completed forms must be forwarded to BCLC Contract Management. A copy of this form will be kept in the Contractor's contract file.

Your personal information is collected in accordance with the *Freedom of Information and Protection of Privacy Act*, British Columbia, and will be collected, used, accessed, disclosed and stored by BCLC for ensuring compliance with the Standards of Ethical Business Conduct. If you have any questions about the collection or use of your personal information, please contact your BCLC Contact.

SECTION II: If one or more of boxes 1 through 6 has been checked in Section I, then Section II must be completed by the Contractor's BCLC Contact. Conditions must be imposed to mitigate or eliminate any Actual or Perceived conflict of interest situation. BCLC Contacts are required to notify Procurement of all Contractor declared conflicts related to another vendor relationship.

(Use separate page and attach if additional space required)

Signatures:	Contractor	Date
	_____	_____
	BCLC Contact	Date
	_____	_____
	BCLC Contact Name (Print)	Date
	_____	_____
	Executive/VP	Date
	_____	_____
	Executive/VP Name (Print)	Date
	_____	_____

(VP signature only required if one or more of boxes 1 through 6 have been checked)

Completed forms must be forwarded to BCLC Contract Management. A copy of this form will be kept in the Contractor's contract file.



Appendix C – Mandatory Training for Contractors

Training	Owner	Recertification Requirement	Notes
All Contractors			
Anti-Money Laundering (AML)	Legal, Compliance, Security	Yes – every 2 years	New Contractors – to be completed within 30 days of hire.
Emergency Safety and Preparedness	Occupational Health and Safety	Yes – annually	New Contractors – to be completed within 2 weeks of hire.
Information Management	Legal, Compliance, Security	Yes – every 2 years	New Contractors – to be completed within 30 days of hire.
Information Security Training	Legal, Compliance, Security	Yes - annually	New Contractors – to be completed within 30 days of hire.
Respectful Workplace Matters for Employees	People and Culture	Yes - annually	New Contractors – to be completed within 30 days of hire.
Standards of Ethical Business Conduct (SOEBC) Declarations and Assessment for Contractors	People and Culture	Yes - annually	New Contractors – to be completed within 30 days of hire.