



## **PlayNow.com Player Agreement**

This PlayNow.com Player Agreement ("Player Agreement") governs all aspects of your use of PlayNow.com, including any transactions you may complete or attempt to complete using PlayNow.com. PLEASE READ THIS PLAYER AGREEMENT CAREFULLY. By using the PlayNow.com site, 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 permanent resident of British Columbia; and (c) you will not purchase any PlayNow.com Games while you are physically located outside British Columbia.

### **1.0 Introduction**

#### **1.01 Definitions and Interpretation**

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

#### **1.02 Introduction**

BCLC offers to residents of British Columbia, who are 19 years of age or older, the opportunity to register for an Account with BCLC and, if approved and granted an Account at BCLC's sole and absolute discretion, to play Games offered on PlayNow.com. BCLC has the right at any time and in its sole and absolute discretion to, without notice, discontinue or limit the sale of Games through Playnow.com or to modify the manner in which it sells Games.

#### **1.03 Rules**

All Games offered on PlayNow.com are governed by and offered subject to the Rules that apply to each particular Game.

#### **1.04 Encore Rewards**

You may participate in the Encore Rewards program subject to and in accordance with the Encore Rewards Terms and Conditions.

### **2.0 Registration**

#### **2.01 Registration Requirement**

Before you are permitted to play any games on PlayNow.com you must be a Registered Player.

#### **2.02 Registration Eligibility**

In order to become a Registered Player, you must be at least 19 years of age, a resident of British Columbia, physically located within British Columbia, not enrolled in a Voluntary Self-Exclusion program at any BC gaming facility, not Otherwise Prohibited and able to satisfy any requirements BCLC may have from time to time to confirm your identity.

#### **2.03 True, Accurate and Complete Information**

You must provide BCLC with accurate and current Account information and immediately update your Account information with any change to information you previously supplied to BCLC to ensure such information remains true, accurate and complete.

#### **2.04 BCLC's Absolute Discretion to Refuse, Suspend or Terminate**

BCLC has the right at any time and in its sole and absolute discretion to, without notice, refuse to grant, suspend or terminate your Account if you breach or are suspected of breaching any term of this Player Agreement, Rules, Terms of Use, Encore Rewards Terms and Conditions, Promotion Conditions or if BCLC is not satisfied that the Registration information you provided is true, accurate and current, or if BCLC in its sole and absolute discretion deems it appropriate.



### **3.0 Player Responsibility**

#### **3.01 Personal Use**

You may only use your Account for your personal use and are not permitted to use your Account or any content on PlayNow.com for any other purpose including business or commercial purposes.

#### **3.02 Interfere With Games**

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

#### **3.03 Game Errors**

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

#### **3.04 No Play Outside of British Columbia**

You shall not use your Account or play, purchase, or attempt to purchase any Game while you are physically located outside British Columbia or if you are no longer a resident of British Columbia.

#### **3.05 Prohibited Activities**

You will not engage in Prohibited Activities. 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. BCLC will not be liable for any losses or damages incurred by you due to Prohibited Activities of other players.

#### **3.06 Responsibility to be Familiar with Rules**

BCLC has the right at any time and in its sole and absolute discretion to amend any Rules, Terms of Use, Encore Rewards Terms and Conditions and Promotion Conditions. It is your responsibility to be familiar with the current Rules, Terms of Use, Encore Rewards Terms and Conditions and Promotion Conditions at all times. You acknowledge and agree that your continued use of PlayNow.com constitutes your acceptance of the terms of the Rules, Terms of Use, Encore Rewards Terms and Conditions and Promotion Conditions in force at that time.

### **4.0 Account**

#### **4.01 Username, Password**

For your security, you must create your own unique username and password. You will be required to enter your username and password prior to accessing your Account. It is your responsibility to keep your username and password confidential. BCLC is not liable for any access to or use of your Account, 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 username and/or password, when you use Biometric authentication functionality (such as fingerprint or face ID) to login to your account or where you use software that automatically enters or saves your username and/or password.

#### **4.02 Email Account**

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

#### **4.03 One Account**

You may hold only one (1) Account. Only the Registered Player, acting on his or her own behalf, is permitted to use the Account.

#### **4.04 Account Funding**

You must have sufficient funds in your Account in order to complete a purchase.

#### **4.05 Account Holder or Authorized User**

For all deposit methods involving an issuing financial institution (e.g. debit card, credit card, interac online, 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 primary account holder or authorized user with the issuing financial institution. If you fail to comply with these obligations, BCLC may close your Account and you forfeit all rights to the balance in your Account.

#### **4.06 Limits on Deposits**

You will not be able to deposit more than the Weekly Deposit Limit.

#### **4.07 Account Balance Limit**

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

#### **4.08 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 such information and documentation as BCLC determines necessary to enable BCLC to deliver the balance of the Account (except any balance from Tokens) to you. BCLC will deliver balances under five dollars (\$5.00) only by Direct Deposit. In the event that you do not provide BCLC with such information within eight weeks of your Account being closed, you forfeit all rights to the balance in your Account.

#### **4.09 Closing of Account by Registered Player**

In the event that you wish to close your Account, 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 the balance of your Account (except any balance from Tokens) to you.

BCLC will deliver balances under five dollars (\$5.00) only by Direct Deposit.

### **5.0 Withdrawals**

#### **5.01 Account Withdrawals**

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

- a. as and when you submit a proper request;
- b. upon closure of your Account;
- c. in the event your Account exceeds the Account Balance Limit for more than 72 hours;
- d. in the event you enroll in the PlayNow.com self-exclusion 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 that is held by you, either alone or jointly with one or more other persons, 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 Web Cash Deposits**

Web Cash deposits are credited to your Account's Non-Withdrawable Cash balance. You must play Web Cash deposits through at least once on PlayNow.com prior to the funds being eligible for a withdrawal request.

#### **5.03 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 reporting obligations;
- c. comply with BCLC's validation and security procedures;
- d. to prevent and investigate Prohibited Activities; and
- e. to ensure compliance with the Player Agreement, Rules, Terms of Use, or, Promotion Conditions.

#### **5.04 Withdrawals less than \$100,000**

Withdrawals less than one hundred thousand (\$100,000) dollars 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.

#### **5.05 Withdrawals of \$100,000 or More**

Withdrawals of one hundred thousand (\$100,000) dollars or greater will be paid by cheque to you in person at a designated BCLC Prize Payout location.

#### **5.06 Refunds of Unused Deposits**

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

#### **5.07 Chargeback**

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

- a. suspend your Account 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. terminate your Account.

### **6.0 Tokens**

#### **6.01 Acquiring Tokens**

Periodically, BCLC may offer incentives in the form of Tokens that will be credited to your Account.

#### **6.02 Token Use**

Tokens can be used for PlayNow.com purchases only. Tokens in your Account will be applied towards applicable PlayNow.com purchases before any other funds from your Account.

#### **6.03 Limits on Token Use**

The Token incentive may be discontinued at BCLC's discretion. Tokens will expire in accordance with the notice period as announced by BCLC.

### **7.0 Purchasing Games on PlayNow.com**

#### **7.01 Accuracy of Purchase and Play Decision**

You are solely responsible for ensuring that the details of your purchase and/or play decisions are correct before you submit your purchase and/or play decisions for processing. In the event of any dispute or discrepancy regarding any aspect of your purchase and/or play decisions, THE INFORMATION IN THE COMPUTER SYSTEMS WILL PREVAIL, AND ONLY THE PURCHASE AND/OR PLAY DECISION RECORDED BY THE COMPUTER SYSTEMS WILL PARTICIPATE IN THE GAME.

#### **7.02 Notification and Receipts**

If your purchase is fully processed by BCLC prior to the cut-off time established by BCLC, which said processing includes, without limitation, the complete transfer from your Account of the full amount required to pay for the purchase, 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 wagered and a receipt ID number. All valid Receipts are deemed to be Tickets under the applicable Rules that govern the particular Game.

#### **7.03 No Cancellation of Purchase**

Once you have made a purchase, you may not cancel it.

#### **7.04 Right to Refuse**

BCLC reserves the right to, in its sole and absolute discretion; refuse any Game purchase, play decision or selection for any reason whatsoever.



## **7.05 Cut-Off Times**

Purchases and/or play decisions will not be accepted or processed after the posted cut-off time.

## **8.0 Player Protection**

### **8.01 Self Exclusion**

Upon choosing to enroll in the PlayNow.com Self Exclusion Program, or upon enrollment in a Voluntary Self-Exclusion program at any BC gaming facility, BCLC has the right to close your Account and pay out any unredeemed funds therein. Any balance from Tokens will not be paid out.

### **8.02 Privacy**

BCLC is committed to protecting your privacy in accordance with the Privacy Policy. 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 the Privacy Policy, as may be updated from time to time. By registering for an Account, you agree to the above.

## **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 any term or condition of this Player Agreement, Rules, Terms of Use, or Promotion Conditions BCLC shall be entitled to take one or more of the following actions as it determines in its sole and absolute discretion:

- a. suspend or terminate your Account;
- b. seize from your Account 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; and
- d. take legal action against you including the right to claim all legal costs and expense in making such action.

### **9.02 Right to Withhold Prizes**

BCLC has the right at any time and in its absolute discretion to, without notice, withhold any prize from you if you breach or are suspected of breaching any term of this Player Agreement, Rules, Terms of Use, or Promotion Conditions, including if BCLC is not satisfied that the Registration information you provided is true, accurate and current.

## **10.0 BCLC Errors**

You acknowledge that a number of circumstances may occur where a BCLC error occurs, including where BCLC accepts a bet on a Game in error, award a prize in error, credits your Account in error or processes a withdrawal from your Account in error. Such errors may arise from computer malfunction or human error, including by a BCLC or Authorized Provider employee or contractor. BCLC reserves the right to take all steps it deems necessary to correct such errors. 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 wager, BCLC may cancel such wager and demand the return of any subsequent prize as also being held in trust for BCLC.

## **11.0 Limitation of Liability**

BCLC incurs no liability towards you as a result of a Force Majeure Event. In all other cases, whether the liability is contractual or in tort including negligence on its part or that of its employees, the liability of BCLC is limited, if the claim is based on a valid prize claim as determined by BCLC, to the cost of the prize or, 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 wagers for that Game less winnings from that Game. You agree that BCLC shall not be



liable to you under any circumstances for a greater amount.

## **12.0 General**

### **12.01 Dispute**

In the event of a dispute arising out of a discrepancy between the information displayed on your screen, including information about the outcome of a game, and the information recorded in the Computer Systems, the information recorded in the Computer Systems will prevail.

### **12.02 Interpretation**

In this Player Agreement: (a) a definition applies to other forms of the word; (b) the term “including” means “including without limiting the generality of the foregoing”; and (c) headings are for convenience of reference only and do not affect the interpretation of this Player Agreement.

### **12.03 Governing Law**

All aspects of your use of PlayNow.com, 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.

### **12.04 Intellectual Property**

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

### **12.05 Entire Agreement**

This Player Agreement and the applicable Rules, Terms of Use, Encore Rewards Terms and Conditions and Promotion Conditions constitute the entire agreement and understanding between you and BCLC in relation to all aspects of your use of PlayNow.com.

### **12.06 Enforceability**

The invalidity or unenforceability of any portion of this Player Agreement shall not affect the validity or enforceability of the other portions of the Player Agreement.

### **12.07 No Assignment**

Your Account cannot be assigned or transferred.



## Schedule A - Definitions

**"Account"** means your personal transactions which are recorded and maintained by BCLC. Your Account is not a bank account and is not insured by the CDIC. Any funds deposited to your Account will not earn interest.

**"Account Balance Limit"** means the maximum value of funds that you can maintain in your Account as determined by BCLC and subject to change without notice.

**"Authorized Providers"** means such other gaming entities that are authorized to operate a lottery scheme as defined by the *Criminal Code* and that BCLC collaborates with to offer Games on PlayNow.com from time to time.

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

**"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 computer systems utilized by BCLC for the operation of Games.

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

**"Encore Rewards"** means the membership and tiered bonus reward program established by BCLC for its players.

**"Encore Rewards Terms and Conditions"** means the terms and conditions posted at [www.casinosbc.com/about/encore-terms.html](http://www.casinosbc.com/about/encore-terms.html).

**"Force Majeure Event"** means an event that interferes with BCLC's performance of its obligations in conducting, managing or operating Games under this Agreement, in whole or in part, from fire, flood, earthquake or other act of God, act of war privacy or other violence, failure of telecommunications, legislative changes, regulatory changes, riots epidemics, or other calamity.

**"Game"** means a lottery scheme (as defined by the *Criminal Code*) conducted, managed and/ or operated by BCLC and/or Authorized Providers on PlayNow.com, in which prizes are awarded in accordance with the applicable Rules.

**"Inactive Account"** means an account which has had no deposits and no Game purchases during a one year period.

**"Mobile Applications"** means applications offered by BCLC that are made available on a mobile device such as a smart phone or a tablet computer.

**"Non-Withdrawable Cash"** means funds in your Account that cannot be withdrawn and includes Web Cash deposits that have yet to be played through at least once on PlayNow.com.

**"Otherwise Prohibited"** means that an individual has been determined by BCLC in its sole discretion to be ineligible to register or play on PlayNow.com.

**"PlayNow.com"** means BCLC's [www.playnow.com](http://www.playnow.com) website and Mobile Applications through which select Games are made available by BCLC to eligible Registered Players.

**"Privacy Policy"** means player privacy policy posted on [www.playnow.com](http://www.playnow.com) except that, for any Playnow.com mobile application, it means the privacy notice or policy posted with such mobile application.

**"Prohibited Activities"** means actual or attempted cheating, collusion, fraud, illegal activity or any other activity deemed inappropriate by BCLC including:

- a. game manipulation, such as hedging bets or depositing funds and requesting them to be withdrawn after minimal bets are placed;
- b. using any automated device or software that makes decisions for you or takes your place as a live player; or
- c. exploiting errors in the software used in connection with the operation of PlayNow.com.

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



PlayNow.com.

**"Receipt"** means a detailed record of your purchase transaction, which is issued by BCLC 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 been issued an Account that has not been closed.

**"Registration"** means the process whereby you provide information to BCLC and satisfy BCLC's requirements, and if approved by BCLC, become a Registered Player.

**"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 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 PlayNow.com.

**"Terms of Use"** means the terms of use posted on [www.playnow.com](http://www.playnow.com) except that, for any PlayNow.com mobile application, it means the terms of use posted with such mobile application.

**"Token"** means game vouchers awarded by BCLC which can be used for PlayNow.com purchases only and cannot be redeemed for cash or paid out from your Account.

**"Web Cash"** means PlayNow.com vouchers sold at authorized BCLC retail locations that can be used to deposit funds to your Account using the voucher code supplied.

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