



RULES AND REGULATIONS RESPECTING LOTTERIES AND GAMING

British Columbia Lottery Corporation is authorized by and as agent for the Government of British Columbia to conduct, manage and operate lottery schemes pursuant to the *Gaming Control Act* of the Province of British Columbia (the “**Act**”).

INTERPRETATION

1. In these Rules and Regulations:

- (a) “computer system” means the central computer system of the Corporation;
- (b) “computer terminal” means a ticket issuing, a ticket displaying, or a ticket validating device or software program interconnected with the computer system and authorized by the Corporation to be used in the operation of a lottery;
- (c) “conditions” means the instructions, information, prize entitlements, descriptions, explanations, guides or qualifications of a lottery established by the Corporation, for an individual to participate in such lottery;
- (d) “control number” means the number printed or encoded on a ticket to assist in determining the validity of the ticket and the authenticity of the information or other markings imprinted thereon as well as other relevant data;
- (e) “Corporation” means British Columbia Lottery Corporation;
- (f) “draw” means any process instituted by the Corporation to determine winners or winning tickets;
- (g) “Force Majeure Event” means any event whatsoever beyond the Corporation’s reasonable control including, without limitation: an act of God (including environmental or natural disasters); 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 a system or technical issue, cybersecurity incident, or for maintenance, repair, upgrade, modification or replacement, or to address errors; strikes, lock-outs, or industrial action of any kind; legislative or regulatory change or government;
- (h) “game” means a lottery scheme;
- (i) “holder” means an individual having possession of a ticket;
- (j) “individual” means a natural person;
- (k) “lottery” means a lottery scheme within the meaning of the Criminal Code conducted, managed and operated by the Corporation, either alone or in cooperation with other persons authorized to conduct, manage or operate lotteries;



RULES AND REGULATIONS RESPECTING LOTTERIES AND GAMING

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

ADVERTISING

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

SALE OF TICKETS AND OPERATION OF COMPUTER TERMINALS

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



RULES AND REGULATIONS RESPECTING LOTTERIES AND GAMING

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

DRAW

7. A draw in a lottery may be made by any method established by the Corporation and may be held at such time and place as the Corporation determines.
8. In any circumstance where the integrity or normal operation of a lottery could be compromised, the Corporation may at any time (i) reschedule or postpone draw times; (ii) cancel a lottery or draw; and/or (iii) issue instructions that it deems necessary to ensure the integrity or normal operation of a lottery or draw.

Tickets issued under a lottery or for a draw which is cancelled and tickets issued in the region where the Corporation has withdrawn that region from a lottery or draw are automatically cancelled and no amount paid for such tickets shall be allocated to the funding of prizes for such lottery or draw.

VOID TICKETS

9. Any ticket:
 - (a) other than a ticket awarded as a prize, for which payment has not been received by the Corporation prior to the date on which it would have, but for such non-payment, become a winning ticket,
 - (b) which is unissued, altered, counterfeited, forged or produced in error, or which is in any material manner illegible, mutilated, defective, misprinted or otherwise incomplete, or if it fails any of the Corporation's validation tests,
 - (c) which is issued and (i) which has been cancelled by a retailer, or (ii) for which the computer entries have not been recorded or have been lost, altered or compromised as a result of a computer failure, cyber security incident or otherwise,
 - (d) which is issued and has been cancelled pursuant to Section 8 or
 - (e) which bears a spot bearing the words "void if removed" when such spot has, in fact, been removed or exposed in a manner such that any portion of the number concealed under such spot has been exposed,

is void and shall not, in any case, entitle its holder to a prize or, except as contemplated under Section 10, to a refund or substitute.



**RULES AND REGULATIONS
RESPECTING LOTTERIES
AND GAMING**

10. A holder of a void ticket is entitled, at the option of the Corporation, to a refund of the amount paid for the ticket or a substitute which is equivalent to the amount paid for the ticket, only where:
- (a) the void ticket was a ticket duly issued and not subsequently cancelled at the request of the holder; and
 - (b) the ticket is void because of the actions of the Corporation.

In the event that refunding the amount paid for the ticket or offering a substitute is not possible or is otherwise unduly burdensome, or in the event that a refund or its substitute is not claimed within the time period set out by the Corporation, then the Corporation may redistribute such amount or its substitute at its discretion, including but not limited to, by allocating such amount to the funding of future prizes or promotions.

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

PAYMENT OF PRIZES

12. The Corporation has no obligation to pay or deliver a prize unless the holder of a winning ticket:
- (a) either;
 - (i) satisfies the Corporation that the holder of the winning ticket is lawfully entitled to possession of the winning ticket; or
 - (ii) where the Corporation is not satisfied under clause (i), is finally determined to be lawfully entitled to possession of the winning ticket by a court of competent jurisdiction issuing a final judgment in an action to which the Corporation is a party finding the holder to be lawfully entitled to possession of the winning ticket;
 - (b) gives the Corporation the right to publish the winner's name, address, place of residence and recent photograph reflecting a true current appearance without any claim for broadcasting, printing, royalty or other rights; and
 - (c) if requested by the Corporation, gives:
 - (i) satisfactory evidence of identification;
 - (ii) any information requested by the Corporation related to the ticket including but not limited to, the purchase, acquisition and validation of the ticket, reasonably required for the Corporation to process the prize claim under this Section;
 - (iii) a valid release of any further claims relating to the winning ticket;



**RULES AND REGULATIONS
RESPECTING LOTTERIES
AND GAMING**

- (iv) an undertaking to indemnify and save the Corporation harmless from any further claims made by either such winner or by any other person regarding such prize, and
 - (d) has complied with any conditions or obligations applicable to prize claims by Related Parties that have been adopted by the Corporation.
13. Except where the prize is money, the Corporation may, in its sole discretion, substitute for any prize (i) the cash equivalent to the Corporation's cost of such prize, or (ii) a prize of an equivalent cost to the Corporation. No representation or warranty as to the fitness and serviceability of any merchandize, property or service is given or implied. Prizes must be accepted as awarded.

CLAIMS

14. No claim or right of action exists against the Corporation with respect to any draw, ticket or prize, unless the claimant:
- (a) satisfies the Corporation that the claimant is a winner and, when a prize is claimed, that the conditions of Section 12 have been fulfilled; and
 - (b) where the claimant is a holder of a winning ticket, delivers a written claim and the original of such winning ticket to the Corporation or to a retailer specifically authorized to pay claims in respect of any type of class of tickets prior to the expiry of one (1) year commencing on the date of the draw or by such other date or within such other period as may be specified on the ticket, or as may be announced to the public by the Corporation; and
 - (c) with respect to a prize equal to or exceeding an amount determined for that purpose by the Corporation, attends in person at the prize payout office to collect such prize prior to the expiry date.
15. Notwithstanding the requirement pursuant to Section 14(b) that a claimant deliver the original winning ticket in order to claim a prize, the Corporation may, at its sole discretion and in accordance with the conditions it has established, accept the delivery of a suitable electronic version or digital copy of that ticket in satisfaction of this requirement.
16. In the event of any dispute with regard to a prize, the Corporation may pay or deliver the prize or evidence of entitlement thereof to the court pending direction for or determination of the matter by a court of competent jurisdiction.
17. An individual who makes a claim for a prize is conclusively deemed to represent and warrant to the Corporation to be lawfully entitled to receive such prize, and such representation and warranty shall survive the awarding of the prize.
18. All written claims and winning tickets delivered to the Corporation become the sole property of the Corporation and all risks of sending tickets remain with the holder.



**RULES AND REGULATIONS
RESPECTING LOTTERIES
AND GAMING**

19. Unless otherwise required by law or authorized, in writing, by the Corporation, no prize (or portion thereof) or any entitlement or payment relating to a prize, may be assigned, transferred, sold, loaned, leased, rented, pledged, mortgaged or hypothecated in any manner by a winner or claimant.
20. In communicating a selection, wager or any other information of a person participating in a lottery to the Corporation, a retailer shall be deemed to be acting on behalf of such person and not on behalf of the Corporation. The Corporation shall not be liable to anyone for any loss attributable to a retailer.

GENERAL

21. To the maximum extent permitted by applicable law, retailers shall not be in breach of their obligations, and shall not incur any liability toward anyone for any losses or damages of any nature whatsoever, in case of a Force Majeure Event.

IN ALL OTHER CASES, WHETHER THE LIABILITY IS CONTRACTUAL OR EXTRA-CONTRACTUAL, IN TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE ON THEIR PART OR THAT OF THEIR EMPLOYEES, THE LIABILITY OF RETAILERS AS WELL AS THAT OF THEIR SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS IS LIMITED TO THE AMOUNT PAID FOR THE TICKET.

22. To the maximum extent permitted by applicable law, the Corporation shall not be in breach of its obligations (including, for greater certainty, the conduct, management, or operation of the lotteries, or payment of prizes), and shall not incur any liability toward anyone for any losses or damages of any nature whatsoever, in case of a Force Majeure Event.

IN ALL OTHER CASES, WHETHER THE LIABILITY IS CONTRACTUAL OR EXTRA-CONTRACTUAL, IN TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE ON ITS PART OR THAT OF ITS EMPLOYEES, THE LIABILITY OF THE CORPORATION AS WELL AS THAT OF ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, IS LIMITED, IF THE CLAIM IS BASED ON A VALID WINNING TICKET, TO THE COST TO THE CORPORATION OF THE PRIZE WON WITH SUCH TICKET. IF THE CLAIM IS NOT BASED ON A VALID WINNING TICKET, THE LIABILITY OF THE CORPORATION, AS WELL AS THAT OF ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, IS LIMITED TO THE AMOUNT PAID FOR THE TICKET.

IN ADDITION, UNDER NO CIRCUMSTANCES WILL THE CORPORATION BE LIABLE TO ANYONE, WHETHER CONTRACTUAL OR EXTRA-CONTRACTUAL, IN TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE ON ITS PART OR THAT OF THEIR EMPLOYEES, FOR:

- (a) PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES;



**RULES AND REGULATIONS
RESPECTING LOTTERIES
AND GAMING**

(b) 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;

(c) ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS OR DAMAGE OF ANY NATURE SUFFERED OR ALLEGEDLY SUFFERED; OR

(d) ANY LOSS OR DAMAGE NOT REASONABLY FORESEEABLE BY THE CORPORATION.

23. These rules and regulations apply to all lotteries and all tickets issued under lotteries conducted, managed or operated under the authority of the Corporation. These rules and regulations, the conditions and explanations appearing on a ticket and such other conditions, as are established and published by and available from the Corporation, including, without restricting the generality of the foregoing, the conditions appearing on selection slips, game menus, playing instructions and prize structure statements, constitute the contractual rights and obligations with respect to lotteries. In the event of any discrepancy or inconsistency between these rules and regulations and the conditions and explanations appearing on a ticket or such other conditions as are established and published by and available from the Corporation, these rules and regulations shall prevail.
24. The Corporation may, from time to time, amend these rules and regulations.
25. Where the context so requires, in these rules and regulations, the neuter gender shall include the feminine or masculine gender and vice versa and the singular shall include the plural and vice versa.
26. In the event any provision of these rules and regulations, of the conditions and explanations appearing on a ticket or of such other conditions as are established and published by and available from the Corporation are determined by a court of competent jurisdiction to be void or unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions hereof or thereof.