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## **PlayNow Player Agreement**

**Under the *Liquor, Gaming and Cannabis Control Act, Manitoba*, Manitoba Liquor and Lotteries Corporation (“MBLL”) is responsible for the conduct and management of gaming in the Province of Manitoba. MBLL has entered into a Service Agreement with the British Columbia Lottery Corporation (“BCLC”) to be MBLL’s service provider of online and mobile application gaming. YOUR INFORMATION INCLUDING PERSONAL INFORMATION IS SHARED WITH BCLC. YOUR USE OF THE PLAYNOW.COM WEBSITE AND MOBILE GAMING APPLICATIONS IS YOUR CONSENT TO THE SHARING OF YOUR INFORMATION WITH BCLC.**

**This PlayNow Player Agreement (the "Player Agreement") governs all aspects of your use of PlayNow including the online and mobile application gaming, including any transactions you may complete or attempt to complete using PlayNow.**

**PLEASE READ THIS PLAYER AGREEMENT CAREFULLY.**

**This Player Agreement is between you, MBLL and its Authorized Suppliers. By using PlayNow, you acknowledge your full understanding and acceptance of the terms contained within this Player Agreement and confirm that: (a) you are at least 18 years of age, (b) you are a resident of Manitoba and (c) you will not bet, wager, or purchase any Games while you are physically located outside Manitoba.**

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

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## **1.0 Introduction**

### **1.01 Definitions and Interpretation**

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

### **1.02 Context**

PlayNow offers residents of Manitoba, who are 18 years of age or older, the opportunity to register for an Account with PlayNow and, if approved and granted an Account at' to play Games offered on PlayNow. MBLL and BCLC have the right at any time and in their sole discretion to, without notice, discontinue or limit the Games offered through PlayNow or to modify the way Games are offered.

### **1.03 Rules**

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

### **1.04 Legal Roles**

MBLL operate PlayNow for the purpose of marketing and distributing Games to Manitoba residents over the internet or through a mobile platform, as the case may be, using BCLC as a service provider. These Games include the lotteries authorized by Western Canada Lottery Corporation ("WCLC") and the other Games authorized by MBLL e.g. casino, poker, sport, bingo etc.

## **2.0 Registration**

### **2.01 Registration Requirement**

Before you are permitted to play any PlayNow Games, you must be a Registered Player.

### **2.02 Eligibility**

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

- a) be at least 18 years of age;

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- b) be a resident of Manitoba;
- c) be physically located in Manitoba;
- d) not be enrolled in the PlayNow self-exclusion program or MBLL's self-exclusion or involuntary exclusion programs;
- e) not be Otherwise Prohibited;
- f) in agreement to this Player Agreement as amended from time to time; and
- g) not be acting for or on behalf of anyone other than yourself.

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

### **2.03 Setting Limits**

MBLL limits the amount of funds that a Player can keep in their Player account and the amount of Playing hours per day and week. On registration, you will be required to set your personal weekly deposit limit and play time limit, which personal limits must be within the MBLL maximum limits in each case.

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

You must provide accurate and current Account information and immediately update your Account information with any changes to ensure your information remains true, accurate and complete.

### **2.05 Absolute Discretion to Refuse, Suspend or Close Your Account**

MBLL and BCLC have the right, at any time without notice and in their discretion, to refuse to grant, suspend, or close your Account if you breach or are suspected of breaching any term of this Player Agreement, any term of the Additional Terms and Conditions, or for any other reason if in their discretion they deem it appropriate.

### **2.06 Investigation of Wins**

All lottery wins may be subject to investigation by MBLL, BCLC and/or WCLC. All lottery wins of \$1,001.00 or greater will be reviewed prior to prize award/deposit into the Player Account.

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### **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 for any other purpose, including business or commercial purposes.

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

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

#### **3.03 Errors**

You acknowledge that a number of circumstances may occur that can cause or contribute to an error. Such errors may arise from computer malfunction or human error, including by a MBLL, Authorized Provider, or Authorized Supplier and their respective employees or contractors. As examples only, errors may include:

- a) where a bet, wager, or purchase is accepted in a Game in error, awards a prize in error, or processes a withdrawal from your Account in error;
- b) where any Additional Terms and Conditions is misstated;
- c) crediting an Account, thereby increasing the amount of unutilized funds, as a result of a manual or computer input error;
- d) malfunction of a Game; or
- e) where MBLL or an Authorized Supplier deposits into a player's bank account an amount that is greater than the amount of unutilized funds in a player Account.

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

MBLL and BCLC reserves the right to take all steps it determines are necessary or appropriate in the circumstances to correct such errors, and MBLL and BCLC's decisions shall be final and binding. In the event money is paid to you in error, you agree that you will hold such money in trust and return such money on demand. You acknowledge and agree that when money paid to you in error is subsequently used for

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a bet, wager or purchase, BCLC may cancel such bet, wager or purchase and demand the return of any subsequent prize as also being held in trust.

MBLL, BCLC, WCLC nor any of their respective employees, agents or service providers shall be liable for any loss incurred by you that results from any error, including any loss of winnings that results from a forfeiture thereof by you as a result of the error. Reasonable efforts will be used by MBLL or BCLC to notify you if any error has adversely impacted you or if the correction of any error adversely impacts you.

### 3.04 Your Obligations

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

- a) only use your Account, place bets, wagers or make purchases on PlayNow when physically located within Manitoba. If you are no longer a resident of Manitoba, you must deactivate your Account;
- b) not place bets, wagers or make purchases on PlayNow when enrolled in the PlayNow self-exclusion program or another self-exclusion program as described in section 2.02; and
- c) satisfy any requirements MBLL, BCLC or WCLC may have from time to time, including confirming your identity.

### 3.05 Prohibited Activities

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

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

- a) fraud including the unauthorized use of a credit card as a source of funds to be deposited to the credit of an Account or to initiate a purchase;
- b) criminal activity including money laundering;
- c) game manipulation;

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- d) using any automated device or software that makes decisions for you or takes your place as a live player;
- e) exploiting any errors, faults, or loopholes in the software used in connection with the operation of PlayNow; and
- f) in the case of sports betting, Prohibited Activities include:
  - i. having access to non-public/exclusive information related to an event that may provide an individual with an advantage in such event or has the potential to impact the outcome of an event or bet, wager, purchase type in respect of any sport/event overseen by the relevant sport/event governing body; or
  - ii. placing a bet, wager or purchase on an event, or colluding with anyone to do so, when you have been an athlete, coach, manager, owner, league employee, support personnel, (e.g. without limitation, team physicians), or any other individual who could sufficiently influence or have inside knowledge of gameplay for such event or who is otherwise prohibited from placing a bet on such event by a sports governing body;
  - iii. being prohibited from participating pursuant to a court order; or
  - iv. being an employee or consultant of BCLC, MBLL, or WCLC and breaching any rules or policies as it relates to the use of PlayNow.

If you suspect a player is engaging in Prohibited Activities, you must report this to MBLL or BCLC immediately. You acknowledge that playing online Games poses inherent risks, including the risk that other players are engaging in Prohibited Activities involving any Game or any component of PlayNow.com. MBLL and BCLC will use reasonable efforts to detect and prevent Prohibited Activities by players or the taking of any unfair advantage by players, but in the event that any such activity occurs, MBLL, BCLC nor WCLC will be liable for any losses or damages incurred by you due to Prohibited Activities of others.

Criminal sanctions and/or contractual remedies may be sought against any individuals involved in fraudulent, dishonest, or criminal acts via or in connection with PlayNow.com. Payment may be withheld to any individual where any of these are suspected or where the payment is suspected to be for the benefit of a third party.

MBLL or BCLC shall have the right to notify all third parties which MBLL or BCLC, in its sole discretion, determines to be appropriate in the event of any actual or suspected

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Prohibited Activities by any player or the taking of any unfair advantage by any player, including the appropriate law enforcement authorities and other third parties that MBLL or BCLC determines to be appropriate (for example, police services, payment processors, event governing bodies, other operators/providers of sports betting platforms, financial institutions, and credit card issuers and brands).

## **4.0 Account**

### **4.01 Login Credentials**

For your security, you will be required to enter a unique username or your email address and password (“**Login Credentials**”) prior to accessing your Account. You are responsible for keeping your Login Credentials confidential and not sharing them with others. Neither MBLL nor BCLC shall be 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 Login Credentials, when you use biometric authentication functionality (such as fingerprint or face ID) to log in to your Account, or where you use software or browsers that automatically enters or saves Login Credentials.

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

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

You can change your password any time by going to “My Account”.

### **4.02 Email Address**

You must provide an active email address to be associated with your Account to receive email verifications 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. You are not permitted to share your Account and Login Credentials with any individual(s). Only you, acting on your own behalf, are permitted to use the Account and you are responsible for all activities under the

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Account.

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

#### **4.04 Third Party Service Provider**

MBLL or BCLC may, from time to time, disclose an individual's registration information to third-party service providers for the purposes of confirming that your registration information is and remains true and accurate, in addition to other purposes as outlined in the PlayNow Player Privacy Policy. MBLL or BCLC may, at any time in its discretion, request additional information and documentation from a person for this purpose.

#### **4.05 Account Funding**

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

#### **4.06 Account Holder or Authorized User**

For all deposit methods involving an issuing financial institution (e.g., debit card, credit card, Interac 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 or MBLL with such information and documentation as BCLC or MBLL determines necessary to enable BCLC or MBLL to verify your status as the primary account holder or authorized user with the issuing financial institution. If you fail to comply with these obligations, your Account may be closed and you forfeit all rights to the balance in your Account.

#### **4.07 Limits on Deposits**

You cannot deposit more than your personal Weekly Deposit Limit.



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#### **4.08 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 and MBLL may initiate an Account withdrawal on your behalf. BCLC and MBLL may, from time to time, change the amount of the Account Balance Limit.

#### **4.09 Closing of Account**

**By MBLL and BCLC:** MBLL and BCLC may close your Account if it is an Inactive Account or for other reasons including items outlined in 9.01.

**By You:** If you wish to close your Account, you must provide MBLL or BCLC with notice of your intent to close the Account in a form determined by MBLL and BCLC.

**Return of Account balance:** If you choose to close your Account or if it is closed by MBLL and BCLC, you must provide MBLL or BCLC with the information that MBLL or BCLC requires to process the withdrawal to deliver the balance of the Account to you within the timeframe specified. Balances under five dollars (\$5) will only be returned by Direct Deposit. Any balance in your Account from Tokens or other free play will expire when your Account is closed.

**Forfeit:** Where MBLL or BCLC has tried but has been unable to return funds to you for 8 weeks following your Account being closed, you forfeit all rights to the balance in your account.

#### **4.10 Set-Off**

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

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## **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) if your Account exceeds the Account Balance Limit for more than 72 hours;
- d) if you enroll in the PlayNow self-exclusion program or another MBLL self-exclusion program outlined in Section 2.02; or
- e) in order to correct a payment processing error.

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

### **5.02 Information and Documentation**

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

- a) verify your identity;
- b) comply with applicable law or regulatory requirements, including FINTRAC (*the Financial Transactions and Reports Analysis Centre of Canada*) reporting obligations;
- c) comply with BCLC's and MBLL's validation and security procedures;
- d) prevent and investigate Prohibited Activities; and
- e) ensure compliance with the Player Agreement and Additional Terms and Conditions.

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### **5.03 Withdrawals Less than \$100,000.00**

Withdrawals less than one hundred thousand (\$100,000.00) dollars will generally be paid by Direct Deposit. However, BCLC and MBLL reserves the right to process such payments by way of a cheque at a designated MBLL Prize Payout location.

### **5.04 Withdrawals of \$100,000.00 or More**

Withdrawals of one hundred thousand (\$100,000.00) dollars or greater will be paid to you via wire transfer, following an interview in person at a designated prize payout location. EBCLC or MBLL will provide you with the wire transfer instructions, and you, upon request by BCLC or MBLL, shall provide full name, contact information, and bank account details such as financial institution and branch transit number, and any other information required by BCLC or MBLL.

### **5.05 Refunds of Unused Deposits**

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

### **5.06 Chargeback**

In the event of Chargeback, BCLC and MBLL may, in its 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) close your Account.

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## **6.0 Tokens**

### **6.01 Acquiring Tokens**

Periodically, incentives in the form of Tokens may be offered that will be credited to your Account. In some cases you will only receive the incentive if you consented to receive promotional communications.

### **6.02 Token Use**

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

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

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

## **7.0 Games on PlayNow**

### **7.01 Disputes**

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

### **7.02 Notification and Receipts**

If your bet, wager, or purchase and/or play decisions is fully processed prior to the established cut-off time, a Receipt will issue which will show, among other things, the selection(s) and the date(s) of the draw(s) or event(s) for which the selection(s) are valid, the amount bet, wagered, or purchased and a receipt ID number where applicable. All valid Receipts are deemed to be Tickets under the applicable Rules that govern the particular Game. You may also view your gameplay history within your Account. For the purposes of this section, processing includes, without limitation, the transfer from your Account of the full amount required to pay for the bet, wager, or

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purchase and/or play decisions.

### **7.03 No Cancellation of Bet, Wager or Purchase**

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

### **7.04 Right to Refuse**

MBLL and BCLC, respectively, reserve the right to, in its discretion, refuse any bet, wager or purchase and/or play decisions for any reason whatsoever.

### **7.05 Cut-Off Times**

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

## **8.0 Player Protection**

### **8.01 Self-Exclusion**

Upon choosing to enroll in a PlayNow self-exclusion program or another MBLL self-exclusion program as noted under Section 2.02, MBLL and BCLC have the right to close your Account and pay out any remaining funds therein. Any balance from Tokens will not be paid out.

### **8.02 Privacy**

MBLL and BCLC are committed to protecting your privacy in accordance with the PlayNow and Player Privacy Policy. Your personal information will be collected in accordance with the *Freedom of Information and Protection of Privacy Act, Manitoba* and will be used, accessed, disclosed, and stored by BCLC, MBLL, Authorized Suppliers, and Authorized Providers both inside and outside of Canada, for the purposes described in this Player Agreement and the Additional Terms and Conditions (which includes but is not limited to the PlayNow and Player Privacy Policy). By registering for an Account, you agree to the PlayNow and Player Privacy Policy.

## **9.0 Breach of Agreement**

### **9.01 Player Breach**

In addition to remedies described in this Player Agreement for a breach of a specific term or condition, if you breach or are suspected of breaching any term or condition of

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this Player Agreement or Additional Terms and Conditions, one or more of the following actions may be taken as MBLL and BCLC determines in their discretion:

- a) suspend or close your Account;
- b) seize from your Account an amount BCLC and MBLL determine necessary to compensate BCLC and MBLL for actual or potential losses or liabilities resulting from such breach;
- c) notify any third parties BCLC or MBLL determines to be appropriate in the circumstances, including law enforcement agencies, other provincial lottery corporations, Authorized Suppliers, or sport/event governing bodies;
- d) take legal action against you, including the right to claim all legal costs and expenses in making such action;
- e) any other applicable legal rights, including enforcement or other remedies available to BCLC or MBLL; and
- f) withhold funds while investigating any breaches or suspected breaches. BCLC or MBLL may require information from you as part of the investigation prior to releasing any funds.

### **9.01 Right to Cancel, Withhold or Revoke Prizes or Winnings**

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

## **10.0 Accessing PlayNow**

### **10.01 Player Equipment**

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

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private networks (VPNs), third-party web browser plugins and extensions, or the settings on a Player's device could cause some or all of the content of PlayNow to display incorrectly or to fail to display.

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

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

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

## **10.02 Downtime and Service Suspensions**

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

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

## **10.03 Transfer of Data and Information to and from Servers**

With regard to any transfer of data or information to or from MBLL or BCLC's servers over the internet, you acknowledge that although MBLL and BCLC use data integrity and secure internet connection technology that are generally regarded to be reliable,

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

#### **10.04 Third Party Content**

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

Neither MBLL nor BCLC shall be liable for any direct or indirect damage to, or loss of data from, your equipment that may arise from or as a result of your access or use of PlayNow or any content, software or applications made available by or on behalf of MBLL or BCLC through PlayNow.

#### **11.0 Limitation of Liability**

##### **11.01 Liability**

MBLL and BCLC's (including, but not limited to the extent applicable, their respective officers, directors, employees, subcontractors, agents, service providers, and assigns) respective maximum liability, whether the liability is contractual or in tort, including negligence on its part or that of its employees, subject to Section 0, to a you under this Player Agreement or otherwise in respect of the accessing or use of PlayNow shall be limited to if the claim is based on a valid prize claim as determined by MBLL and BCLC, to the lesser of, (i) the cost of the prize or the amount of the prize or, (ii) otherwise, to the net loss of your participation in the Game in question that gave rise to the relevant liability, with net loss being the amount of your bet, wager or purchase for that Game less winnings from that Game.

You agree that neither MBLL nor BCLC shall be liable to you under any circumstances for an amount in excess of the amounts outlined above.



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## 11.02 Exclusions from Liability

In no event shall MBLL nor BCLC and its officers, directors, employees, subcontractors, agents, licensors, and their respective successors and assigns be liable for any loss or damages suffered by any person as a result of:

- a) a Force Majeure Event;
- b) your use or misuse of, or inability to use, PlayNow and/or any third-party application or product;
- c) the failure of PlayNow and/or BCLC's central computer-controlled online system to operate properly or at all;
- d) the failure of BCLC or MBLL or any of BCLC or MBLL's service providers to:  
(i) process or record a purchase; (ii) process, receive or record a payment for a ticket; (iii) display an accurate purchase confirmation in such person's Account; or (iv) otherwise complete a transaction (including, without limitation, a future Game transaction);
- e) Prohibited Activities of other players; or
- f) Any bet, wager, purchase or tip erroneously or unintentionally made by a player.

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

- a) for punitive, exemplary, or aggravated damages;
- b) for loss of profits, loss of chance, loss of use, loss of production, loss of business or loss of business opportunity, including (but not limited to) loss of data, profits, revenue, goodwill, reputation, or business interruption;
- c) a claim for consequential loss or indirect loss of any nature suffered or allegedly suffered by you; or
- d) not reasonably foreseeable by MBLL or BCLC arising out of this Player Agreement or the use of PlayNow.

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MBLL and BCLC do not make any other promise, representation or warranty regarding PlayNow or any of the Games or other products or services that are made available on or through PlayNow. Except as specifically included in this Player Agreement, BCLC hereby disclaims all warranties regarding the foregoing, whether express, implied, or statutory, including all implied warranties in respect of the same.

You acknowledge and agree that, by accepting the terms and conditions of this Player Agreement, you do not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding of any person other than those of MBLL or BCLC which are included in (or expressly incorporated by reference into) this Player Agreement.

## **12.0 Indemnity**

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

## **13.0 Winner Information**

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

## **14.0 Contacts**

### **14.01 Contact PlayNow**

You may contact PlayNow Customer Support at any time as follows:

- a) by using live chat, available through PlayNow;
- b) by using the PlayNow contact form. This is for general inquiries that are not time sensitive and will help get you the information you need on the product(s) or service(s) you are inquiring about; or

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- c) by telephone: 1-877-706-6789.

## **14.02 Contacting a Player**

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

## **15.0 General**

### **15.01 Governing Law**

All aspects of your use of PlayNow, including this Player Agreement, are governed by, and must be construed in accordance with the laws of Manitoba and the laws of Canada applicable therein. In Manitoba, *The Family Support Enforcement Act*, C.C.S.M. c.F26 (the "FSE Act") requires WCLC to review lottery winners against support payors under that FSE Act and to take certain steps if a lottery winner is a support payor. The FSE Act and other laws, including, but not limited to, tax, bankruptcy and money laundering laws, are applicable to you and your use of PlayNow, you are responsible familiarize yourself with the laws applicable to you.

### **15.02 Intellectual Property**

MBLL, BCLC and WCLC are the owners or licensees of their respective copyright, trademarks and all other intellectual property rights in and to all aspects of PlayNow, and the content therein. Notwithstanding anything else on PlayNow, or in this Player Agreement, and Additional Terms and Conditions, you acquire no rights in or to any such copyright, trademarks or other intellectual property rights.

### **15.03 Entire Agreement**

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

### **15.04 No Assignment**

Your Account cannot be assigned or transferred.

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### **15.05 Waiver and Enforceability**

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

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## Schedule A

### Definitions

**"Account"** means the account assigned to you on Registration where your personal transactions and personal information which are recorded and maintained. 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 you can maintain in your Account, which maximum is determined by MBLL and which maximum value is subject to change without notice.

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

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

**"Authorized Suppliers"** means BCLC, WCLC, and any other gaming entities that supply services and equipment related to PlayNow.

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

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

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

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

**"Force Majeure Event"** means any event whatsoever beyond MBLL or BCLC's reasonable control that interferes with MBLL or BCLC's performance of its obligations in conducting, managing or operating Games under this Player Agreement, in whole or in part, from fire, flood, earthquake or other act of God, an outbreak of hostilities, riot, civil disturbance, act of war or terrorism; explosion; theft; malicious damage;

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power failures; obstruction, loss of, limited or delayed availability of any financial institution; network, broadcast or telecommunications service; cessation, failure, interference or interruption of operation of any computer system, computer terminal, or any part thereof, including, without limitation, due to system or technical issues, cyber breaches, or cyber-attacks, or for maintenance or upgrades, or new computer system or computer terminal implementation; strikes, lock-outs, or industrial action of any kind; legislative or regulatory change or the act of any government or governmental authority; epidemics or pandemics; or other calamity.

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

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

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

**"MBLL"** means Manitoba Liquor and Lotteries Corporation.

**"Mobile Applications"** means applications offered by MBLL and BCLC that are made available on a mobile device, such as a smartphone or a tablet computer, through which select Games are made available.

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

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

**"PlayNow"** means the PlayNow.com online gaming website and Mobile Applications.

**"PlayNow.com"** means [www.playnow.com](http://www.playnow.com) website through which select Games are made available to eligible Registered Players.

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

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**"Prohibited Activities"** has the meaning ascribed to it in section 3.05 of this Player Agreement.

**"Promotion Conditions"** means conditions established by BCLC and MBLL that apply to promotions offered on PlayNow.

**"Receipt"** means a detailed record of your bet, wager or purchase transaction, which is issued 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 satisfy BCLC and MBLL's requirements, and if approved by BCLC and MBLL, become a Registered Player.

**"Rules"** means all rules which apply to any lottery schemes offered through PlayNow, howsoever described, including rules and regulations, game conditions, and rules of play established by BCLC and MBLL, including those that are posted at <https://www.playnow.com/mb/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.

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

**"Terms of Use"** means the terms of use, rules and conditions, and legal terms posted on <https://www.playnow.com/mb/about-playnow/legal.html>, or for any PlayNow mobile application, it means the terms of use, rules and conditions, and legal terms posted with such mobile application.

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

**"WCLC"** means Western Canada Lottery Corporation.

**"Weekly Deposit Limit"** means the maximum amount of funds that you may deposit in any seven (7) day period, which maximum is set by you, but which maximum cannot exceed the MBLL weekly deposit limit as determined by MBLL.

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## Interpretation

In this Player Agreement:

- a) all monetary amounts are references to lawful currency of Canada (i.e., Canadian dollars);
- b) a definition applies to other forms of the word;
- c) where the terms "includes", "including" or other variation of "include" is used, such word is deemed to be followed by the words "without limitation";
- d) headings are for convenience of reference only and do not affect the interpretation of this Player Agreement; and
- e) a provision relating to the discretion, reservation of right, approval, consent, authorization, determination, option, satisfaction, or opinion of MBLL is at MBLL's sole, absolute, and unfettered discretion.