WCLC Rules and Regulations Respecting Lotteries and Gaming

Western Canada Lottery Corporation is officially authorized by and as agent for the governments of Manitoba, Saskatchewan, Alberta, Yukon Territory, Northwest Territories and Nunavut to conduct, manage and operate certain lottery schemes and is a Regional Marketing Organization of Interprovincial Lottery Corporation, a corporation incorporated to conduct and manage lottery schemes on behalf of His Majesty the King in right of all provinces.

INTERPRETATION

- 1. In these Rules and Regulations,
 - (a) "common games" means lotteries conducted, managed or operated by the Corporation in cooperation with other persons authorized to conduct, manage or operate lotteries where the Rules and Regulations are the same for all participants and having a common prize pool or common prize contributed to by the Corporation and such other persons;
 - (b) "computer" and "computer systems" means the computer system of the Corporation or any computer system utilized by the Corporation to record lottery transactions including tickets issued by, tickets displayed on or validated by a computer terminal and includes any computer utilized by the Corporation in the operation of a gaming machine;
 - (c) "computer terminal" means a ticket issuing, a ticket displaying or a ticket validating device or software program interconnected with a computer system and authorized by the Corporation to be used in the operation of a lottery;
 - (d) "control number" means the number printed, displayed or encoded on a ticket to distinguish a ticket from all other tickets issued by the Corporation and used to assist in determining the validity of a ticket and the authenticity of the information or other markings imprinted thereon, as well as other relevant data;
 - (e) "Corporation" means Western Canada Lottery Corporation;
 - (f) "draw" means any process instituted by the Corporation to determine winning tickets;
 - (g) "distributor" means a Provincial Organization or a person authorized by the Corporation and a Provincial Organization to distribute or sell tickets to retailers;
 - (h) "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;

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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, lockouts, or industrial action of any kind; legislative or regulatory change or government order or action; epidemics or pandemics; or other calamity;

- "gaming machine" means any mechanical, electrical or other device, contrivance or machine used by the Corporation to manage, conduct or operate a lottery;
- (j) "holder" means a person having possession of a ticket;
- (k) "lottery" means a lottery scheme within the meaning of the Criminal Code conducted, managed or operated under the authority of the Corporation, either alone or in cooperation with other persons authorized to conduct and manage lotteries;
- (I) "number" means one or more digits, letters, symbols, images, markings or other play elements, or any combination thereof;
- (m) "person" includes a corporation;
- (n) "prize" means a sum of money, merchandise, property, service or any benefit to which the holder of a winning ticket is entitled;
- (o) "Provincial Organization" means a person appointed by the governments of Manitoba, Saskatchewan, Alberta, Northwest Territories, Yukon Territory, Nunavut or other province or territory of Canada to market lottery schemes jointly with the Corporation;
- (p) "related parties" means:
 - (i) retailers of the jurisdiction in which the relevant ticket was issued, and
 - (ii) such other persons as may be designated as related parties by the Corporation;
- (q) "retailer" means a person authorized by the Corporation and a Provincial Organization to sell tickets to the public or authorized by the Corporation to assist in the operation of a lottery;
- (r) "selection" means a number or numbers chosen by a person participating in a lottery or by computer on behalf of such person, or through a combination of both, and entitling such person to participate in a lottery;



- (s) "ticket" means any instrument issued under a lottery and authorized for sale by the Corporation;
- (t) "valid ticket" means a ticket which is not void;
- (u) "WCLC Prize Claim Arbitration Rules" means, where the winning ticket was issued in a province or territory that has legislation in force setting out a dispute settlement mechanism specifically applicable to the dispute involving a lottery conducted and managed by the Corporation, such dispute settlement mechanism, and, where there is no such legislation or such legislation is not in force, means the then current arbitration rules and procedures from time to time declared to be in force by the board of directors of the Corporation for resolving disputes in relation to a lottery and/or the payment of prizes thereunder;
- (v) "winning ticket" means a valid ticket which bears one or more numbers 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, 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 GAMING MACHINES

- 3. Tickets may only be sold to the public, by the Corporation, or by a Provincial Organization within the boundaries of the province or territory represented by such Provincial Organization, or by a retailer within the place or area where such retailer is authorized.
- 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 conduct, manage and operate lotteries through the use of gaming machines. Gaming machines may only be utilized by the Corporation, or by a Provincial Organization within the boundaries of the province or territory represented by such Provincial Organization, or by a retailer within the place or area where such retailer is authorized.
- 6. The Corporation may, at all times and at its discretion, refuse to issue tickets bearing any selection or limit the number of selections that may be made by any person(s) or the number of tickets that may be sold to any person(s) or through any retailer as the Corporation determines. The Corporation may at all times

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and in its discretion refuse to allow any person(s) 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 gaming machine.

7. A person who has ordered a ticket from the Corporation, a Provincial Organization or a retailer through the internet for which a selection for such order has been accepted and recorded in the computer system under the control number corresponding to such ticket so ordered, is deemed to hold a valid ticket bearing the data corresponding to the selection recorded on such computer system, pertaining to each ticket so ordered. If such ticket is a winning ticket, such person is deemed to produce a written claim and such ticket to the Corporation within twenty-four (24) hours following the relevant draw.

DRAW

- 8. A draw in a lottery may be made by any method established or adopted by the Corporation and may be held at such time and place as the Corporation determines.
- 9. 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 or withdraw a region from 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

- 10. 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 the apparent prize won is inconsistent with the control number 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 entries in a computer system have not been recorded or have been lost, altered or compromised as a result of a computer failure, cybersecurity incident or otherwise, or
- (iii) for which a replacement or re-issue ticket has been issued,
- (d) which is issued and has been cancelled pursuant to section 9, 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 11, to a refund or any substitute.

- 11. 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 actions of the Corporation, a Provincial Organization, or any of their suppliers.

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.

12. Subject to the provisions of Section 10 hereof, if any ticket issued by a computer terminal or gaming machine bears entries that differ from the entries which are recorded in the computer system under the control number identifying such ticket, then such ticket shall not be void, but shall conclusively be deemed to bear the entries which are so recorded in such computer system.

PAYMENT OF PRIZES

- 13. 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

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ticket pursuant to the WCLC Prize Claim Arbitration Rules, or if the WCLC Prize Claim Arbitration Rules do not apply, if a court of competent jurisdiction has issued 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 and any Provincial Organization the right to publish his/her name, address, place of residence, and recent photograph without any claim for broadcasting, printing, royalty or other rights;
- (c) if requested by the Corporation or the Provincial Organization of the jurisdiction where the ticket was issued, gives:
 - (i) satisfactory evidence of identification;
 - (ii) any information requested by the Corporation or the Provincial Organization related to the ticket including but not limited to, the purchase, acquisition and validation of the ticket, reasonably required for the Corporation to process prize claims under this Section;
 - (iii) a valid release of any further claims relating to the prize or the winning ticket in favour of the Corporation and the Provincial Organization; and
 - (iv) an undertaking to indemnify and save the Corporation and such Provincial Organization and their respective officers, directors, employees, agents and representatives harmless from any further claims made by either such holder or any other person regarding such ticket and prize; and
- (d) has complied with any conditions or obligations applicable to prize claims by related parties that have been adopted by the Corporation or the Provincial Organization of the jurisdiction where the ticket was issued.
- 14. Except for money prizes, 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 fitness and serviceability of any prize is given or to be implied. Prizes must be accepted as awarded.
- 15. The Corporation shall pay interest on money prizes in accordance with the Corporation's interest payment policy in effect at the time that the prize is paid and no person with an interest in or entitled to payment of a money prize shall be entitled to claim any compensation or damages for late payment except for interest payable in accordance with such policy.
- 16. Payment of a prize to the holder of a winning ticket by a retailer shall for all purposes be deemed to be payment made by the Corporation to such holder.



CLAIMS

- 17. Neither the Corporation nor any Provincial Organization has any obligation to pay or deliver a prize unless the claimant:
 - (a) satisfies the Corporation that the claimant is the holder of a valid ticket and, when a prize is claimed, that the conditions of Section 13 have been fulfilled;
 - (b) where the claimant is a holder of a winning ticket, unless specifically otherwise provided on such ticket, delivers a written claim and the original winning ticket to the Corporation or to a retailer specifically authorized to pay claims in respect of any type or 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 of time as may be specified on the ticket, or as may be otherwise announced to the public by the Corporation, whichever is the earliest; and
 - (c) with respect to a prize equal to or exceeding an amount determined for that purpose by the Corporation, attends in person at a prize payment office of the Corporation to collect such prize prior to the expiry date.
- 18. If there is a dispute with regard to a ticket or a prize to which the WCLC Prize Claim Arbitration Rules apply, the dispute shall be resolved exclusively in accordance with the WCLC Prize Claim Arbitration Rules. If there is a dispute with regard to a ticket or a prize to which the WCLC Prize Claim Arbitration Rules do not apply, the Corporation may, at its option and if permitted to do so by applicable law, in the case of a money prize pay the money into a court of competent jurisdiction or as directed by the court and, in the case of any other prize, deliver the prize or evidence of entitlement thereto to the court pending determination of the matter by the court.
- 19. A person who makes a claim for a prize is conclusively deemed to represent and warrant to the Corporation that he/she is the person lawfully entitled to receive such prize, and such representation and warranty shall survive the awarding of the prize.
- 20. All written claims and tickets delivered to the Corporation become the sole property of the Corporation and all risks of sending tickets remain with the holder.
- 21. The information contained in a validation slip, a claim slip or in a validation message is not conclusive as to the entitlement of a claimant to receive a prize and in the event of any discrepancy, conflict or inconsistency between the information recorded in the computer system and the information appearing in a validation slip, a claim slip or a validation message, the information recorded in the computer system shall prevail.



GENERAL

22. To the maximum extent permitted by applicable law, retailers, distributors and Provincial Organizations 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 DELICT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR GROSS NEGLIGENCE ON THEIR PART OR THAT OF THEIR EMPLOYEES, THE LIABILITY OF RETAILERS, DISTRIBUTORS AND PROVINCIAL ORGANIZATIONS, AS WELL AS THAT OF THEIR SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS IS LIMITED TO THE AMOUNT PAID FOR THE TICKET.

23. To the maximum extent permitted by applicable law, the Corporation and its members and associate members 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 EXTRACONTRACTUAL, IN TORT OR DELICT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR GROSS NEGLIGENCE ON THEIR PART OR THAT OF THEIR EMPLOYEES, THE LIABILITY OF THE CORPORATION, AND ITS MEMBERS AND ASSOCIATE MEMBERS, AS WELL AS THAT OF THEIR 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, AND ITS MEMBERS AND ASSOCIATE MEMBERS, AS WELL AS THAT OF THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, IS LIMITED TO THE AMOUNT PAID FOR THE TICKET.

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

- (a) PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES;
- (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, ITS MEMBERS AND ASSOCIATE MEMBERS.
- 24. 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.
- 25. These rules and regulations apply to all lotteries and all tickets issued under lotteries conducted, managed or operated under the authority of the Corporation. The 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 forms, game lists and 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 by the Corporation, these rules and regulations shall prevail.
- 26. The Corporation may from time to time amend these rules and regulations.
- 27. 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.
- 28. 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 by the Corporation are determined by a court of competent jurisdiction to be void and unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions hereof or thereof.
- 29. These rules and regulations are subject to, and governed by, the laws of the jurisdiction in which the relevant ticket was issued.

Western Canada Lottery Corporation

Adopted the 27 day of March, 2025.

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