

PlayNow iOS Poker Application - Terms of Use
Manitoba

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PLEASE READ CAREFULLY BEFORE USING THE APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO USE THE APPLICATION.

1. Acceptance of Terms

Manitoba Liquor and Lotteries Corporation (“**MBLL**”) through a licensing arrangement with British Columbia Lottery Corporation (“**BCLC**”) operates this mobile application, its contents, and the data and the services accessed through it, including without limitation any upgrades or updates to the foregoing provided by BCLC in its discretion, (the “**Application**”). By using this Application, you are confirming that:

- a) You are 18 years of age or older
- b) you have read, understood and accept to be legally bound by these Terms of Use (“**Terms**”),
- c) you have read, understood and accept to be legally bound by the PlayNow.com Privacy Policy, the terms of which are incorporated by this reference and apply to your use of the Application;
- d) in addition to these Terms, in using this Application to play poker, you are subject to the PlayNow.com Player Agreement (the “**Player Agreement**”) including without limitation applicable Rules and Promotion Conditions and the PlayNow.com Terms of Use, which can be found on the PlayNow.com website, as those terms are defined in the Player Agreement, and
- e) you will comply with all applicable law, including without limitation all applicable export laws, and third party terms of agreement that may apply to you in connection with your use of the Application.

MBLL and BCLC may modify these Terms at any time. Any changes made to these Terms will be posted on this Application. Your continued use of the Application will confirm your acceptance of the Terms in force at the time you use the Application. MBLL and BCLC, may require you to reconfirm your acceptance of these Terms from time to time.

If any open-source software is included in the Application, the terms of an open-source license may override some of the provisions of these Terms with respect to such software. Open-source software is identified by providing licensing information within the program file.

2. Jurisdiction, Rules and Additional Terms and Conditions

You must be a Registered Player (as defined in the Player Agreement) to play poker using this Application. With respect to poker, if there is a conflict between these Terms and the Player Agreement, the Player Agreement will prevail.

All lottery schemes, including poker, conducted and managed by MBLL are subject to the applicable Rules, as defined in the Player Agreement. With respect to poker, if there is a conflict between these Terms and the Rules, the Rules will prevail.

Each contest and promotion of MBLL is subject to the applicable terms and conditions for such contest or promotion (the “**Promotion Conditions**”). With respect to a contest or promotion, if there is a conflict between these Terms and the Promotion conditions, the Promotion Conditions will prevail.

3. Ownership and License

BCLC is the owner or authorized user of all intellectual property rights in the Application (the “**Intellectual Property**”), including without limitation images, audio, content, and software. MBLL has rights to the

Intellectual Property through its licensing agreement with BCLC, however, as between BCLC and you, the Intellectual Property remains the sole and exclusive property of BCLC.

Subject to your compliance with these Terms, you are granted a personal, revocable, non-exclusive, non-transferable, non-sublicensable license to download a copy of and use the Application on any Apple-branded products running iOS (including but not limited to iPad, iPhone, and iPod touch) ("**iOS Devices**") that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service. You will be assumed to have obtained permission from the owners of the iOS Devices that are controlled, but not owned, by you to download a copy of the Application onto the iOS Devices. You and they may be charged by your and their service providers for internet access on the iOS Devices. You accept responsibility in accordance with these Terms for the use of the Application on or in relation to any iOS Device, whether or not it is owned by you.

You will not, nor will you attempt to: (a) store, copy or otherwise reproduce the Application, in whole or in part, except as expressly set out in these Terms or incidental to normal use of the Application and for the purpose of back-up, (b) sublicense, distribute, transmit, publish or otherwise allow another person to access the Application, in whole or in part, (c) modify, adapt, translate, decompile, disassemble, reverse engineer, attempt to derive the source code of, or create derivative works of the Application, in whole or in part, (d) remove, obscure, or alter any proprietary rights notice contained in or on any part of the Application or (e) interfere with, manipulate or disrupt the operations of the Application or the systems connected to the Application.

Nothing in these Terms grants you any right to use either MBLL or BCLC trademarks or logos without express permission from MBLL or BCLC, as applicable. All rights not expressly granted to you in these Terms are reserved to BCLC or MBLL, respectively.

4. Links to/from Third-Party Websites or Mobile Applications

The Application may contain links to websites or mobile applications maintained by third parties and, conversely, websites or mobile applications maintained by third parties may contain links to the Application. Such linked sites and mobile applications (each a "**Linked Site**") are not under the control of BCLC or MBLL and BCLC and MBLL are not responsible for the content of any Linked Sites or the practices associated with the Linked Sites. BCLC provides links to Linked Sites only as a convenience and the inclusion of a link does not imply endorsement of the Linked Site by BCLC or MBLL.

5. Submission of User Content

All content, including without limitation feedback, information and other content, submitted by you to the Application or to BCLC ("**User Content**") is your responsibility. By Submitting User Content, you confirm:

- a) you will not misrepresent your identity or affiliation;
- b) the User Content is not defamatory, harassing, offensive, or otherwise inappropriate;
- c) the User Content does not contain any harmful programming code, such as viruses, backdoors, or disabling devices;
- d) the User Content will not constitute a proposal, offer or advertisement of any goods or services;
- e) you are the owner of the User Content, or have been granted all necessary third party rights and permissions to submit such User Content and grant BCLC the rights granted hereunder; and
- f) you grant MBLL and BCLC an unrestricted, irrevocable, non-exclusive license, without any compensation to you, to use, store, copy or otherwise reproduce, transfer, sell, distribute, transmit, display, publish, modify, adapt, or create derivative works of any such User Content, in whole or in part, for any purpose whatsoever; you hereby waive, or confirm that the User Content owner has waived, all moral rights and equivalent rights in the User Content.

- g) You acknowledge that internet transmissions are never completely private or secure, and that any message or information you submit may be read or intercepted by others. Neither MBLL nor BCLC controls the user Content posted by others. BCLC may refuse, edit, or remove any User Content, in whole or in part, from any portion of the Digital Properties but has no obligation to do so. BCLC or MBLL may restrict the permitted language of User Content.

6. Disclaimers

THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS, OF TITLE, NON-INFRINGEMENT, FUNCTIONALITY, ACCURACY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the event that the Application fails to conform to any applicable warranty (if any), you may return the Application to Apple Inc. and its subsidiaries ("**Apple**") for a full refund of your license fee (if any). To the maximum extent permitted by any applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty (if any) will be BCLC's responsibility. In the event of any third party claim that the Application or your possession and use of that Application infringes that third party's intellectual property rights, BCLC, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Any such steps to address intellectual property infringement shall be taken in BCLC's sole discretion.

7. Limitation of Liability

You expressly acknowledge and agree that your use of the Application is at your own risk.

In no event will BCLC, MBLL, or their respective directors, officers, employees, contractors, agents, representatives or affiliates (together, the "**Released Parties**") be liable, whether in contract, tort, or otherwise, for any damages, losses or other amounts incurred by you of any kind whatsoever arising from or in connection with use of the Application or inability to use the Application. Without limiting the generality of the foregoing, the Released Parties will not be liable for: (a) modification of this Application; (b) temporary or permanent delay or unavailability of all or any portion of the Application; (c) out-of-date or inaccurate information contained in or transmitted through the Application; (d) any harmful programming code, such as viruses, backdoors, or disabling devices contained in or transmitted through the Application; or (e) direct, general, indirect, incidental, consequential, exemplary, punitive, special or any other losses or damages, even if MBLL or BCLC should have been aware that such loss or damage could occur.

8. Indemnity

You will indemnify and hold harmless the Released Parties from and against all liabilities, losses, damages, penalties, fines, costs, fees and expenses (including without limitation of lawyers, accountants and other experts and professionals) suffered or incurred by any of them, directly or indirectly, arising from or in connection with your use of the Application, inability to use the Application, or breach of these Terms. For the purpose of enforcing this indemnity, you accept that BCLC or MBLL may act as agent and trustee for the other Released Parties.

9. Changes, Suspension and Termination

MBLL, may in its discretion, at any time and without notice, modify, restrict, suspend, or discontinue the Application, in whole or in part, and may terminate these Terms. BCLC and Apple have no obligation to provide maintenance or support for the Application. If MBLL discontinues the Application or terminates these Terms, you will cease all use of and delete all copies, full or partial, of the Application.

You may terminate these Terms at any time by deleting the Application. If you dispose of your iOS Device or transfer it to someone else, you must delete the Application before doing so.

10. Apple Not Responsible for Application

These Terms are solely between you and MBLL and BCLC. Apple has no responsibility for the Application, nor for any claims related to the Application. BCLC or MBLL, and not Apple, are responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

11. Contact

If you wish to contact MBLL in writing about these Terms, or if any clause in these Terms requires you to give MBLL notice in writing, you can send this to MBLL by personal delivery, e-mail or registered mail to: iGaming Department, Manitoba Liquor & Lotteries, 830 Empress Street, Winnipeg, MB R3M 3K3. ML-iGaming@mbll.ca

If BCLC, or MBLL has to contact you or give you notice in writing, we will do so by electronic means (including without limitation by displaying on-screen or by a link or URL) or by e-mail or pre-paid post to any address you may have provided to us.

12. General

Apple is a third party beneficiary of these Terms, and Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

You represent and warrant that (a) you are not located in a country that is subject to Canadian Government trade, economic, or technical assistance sanctions or on the Canadian Government's "Area Control List", or that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any Canadian Government list of "Designated Persons" or any U.S. Government list of prohibited or restricted parties.

MBLL's and BCLC's rights and remedies in these Terms are cumulative and not exclusive, and will not be deemed or construed to affect any right or remedy to which MBLL or BCLC is entitled at law, in equity or otherwise.

The failure of MBLL or BCLC to enforce any provision of these Terms will in no way be construed to be a waiver of such provision, nor in any way affect MBLL's or BCLC's rights to thereafter enforce any or all provisions.

These Terms will be governed by the laws of the Province of Manitoba and the federal laws of Canada applicable therein, without reference to any choice of law or conflict of law principles. You hereby attorn to the exclusive jurisdiction of the courts of the Province of Manitoba and all courts competent to hear appeals therefrom to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

You are not permitted to assign your rights or obligations under these Terms.

These Terms constitute the entire agreement between you and MBLL and BCLC concerning your use of the Application, and supersede all prior understandings and agreements with respect thereto.

If any provision in these Terms is determined to be illegal or unenforceable by a court of competent jurisdiction, that provision will be severed from these Terms and the remaining provisions will remain in full force and effect.

The provisions of these Terms that expressly or by their nature extend beyond the termination of this agreement will survive any termination of this agreement including without limitation the provisions regarding ownership, disclaimers, limitation of liability and indemnity.