

# Official Terms and Conditions

Updated: July 2021

## Program Eligibility:

1. The *My PlaySmart Program* (“**Program**”) is governed by these *My PlaySmart Program* Official Terms and Conditions (the “**Terms**”). Enrollment in the Program is only available to Eligible Patrons. For the purposes of the Terms, an “**Eligible Patron**” means an individual who wishes to participate in the Program and who at the time of enrollment, meets the following criteria, as determined by OLG or its Representatives (as defined below in Section 29), in each case, as applicable, in its sole and absolute discretion: (i) the individual is nineteen (19) years of age or older; (ii) the individual is a resident of Canada or the United States of America; (iii) the individual is not inactive, self-excluded, archived, or trespassed; and (iv) the individual is not a volunteer, employee, officer or director of OLG, the Alcohol and Gaming Commission of Ontario (“**AGCO**”), land-based gaming service providers to OLG (each, a “**Service Provider**”, collectively, “**Service Providers**”) and any other designate operating lottery schemes on OLG’s behalf, or any affiliate thereof.

By enrolling in the Program in accordance with Terms (including Sections 7 – 10), an Eligible Patron confirms that they understand and agree to be bound by the Terms (such individual, a “**Participant**”).

## Program Overview:

2. The Program is an information tool provided by the Ontario Lottery and Gaming Corporation (“**OLG**”) at certain land-based gaming sites conducted and managed by OLG in the province of Ontario, updated from time to time (each such present and future participating gaming site, a “**Site**”, and collectively, the “**Sites**”).
3. The Program enables Participants to obtain certain information to help them make more informed choices while participating in electronic gaming activities (excluding player versus player electronic poker) at the Sites (the “**Eligible Activities**”). The Program allows Participants to set a Spend Budget and/or a Time Budget (all as defined below in Section 21) in relation to Eligible Activities. The Program does not apply to table games, PlayOLG.ca activities, player versus player electronic poker, or activities at charitable gaming facilities.
4. **THE PARTICIPANT AGREES THAT THE PROGRAM IS NOT A TOOL FOR ANY OF THE RELEASED PARTIES (AS DEFINED BELOW IN SECTION 29) TO MONITOR THE BEHAVIOURS OF PARTICIPANTS OR OTHERS, AND THE RELEASED PARTIES MAKE NO REPRESENTATION THAT THEY WILL MONITOR PARTICIPANTS’ GAMING AT THE SITES. For the avoidance of any doubt, the Program is for each Participant’s informational purposes only. THE PROGRAM IN NO WAY WHATSOEVER REPRESENTS AN ASSUMPTION OF ANY RESPONSIBILITY AND/OR LIABILITY ON THE PART OF ANY OF THE RELEASED PARTIES TO THE PARTICIPANT, INCLUDING WITHOUT LIMITING THE PRECEDING, ANY RESPONSIBILITY OR LIABILITY TO MONITOR A PARTICIPANTS’ GAMING ACTIVITIES OR TO PREVENT A PARTICIPANT FROM PARTICIPATING IN GAMING ACTIVITIES. The information available to a Participant through the Program is intended to be used by the Participant to self-monitor his/her Eligible Activities at the applicable Sites.**
5. Any and all information obtained by a Participant through the Program is for informational purposes only. This information is not advice from any Released Party (as defined below in Section 29) and should not be relied upon in that or any other regard. A Participant’s reliance on any information obtained through the Program is solely at his/her own risk.
6. There is no fee payable to enroll in the Program. Once enrolled in the Program, a Participant must comply with the Terms at all times (as determined by OLG in its sole and absolute discretion). The Terms do not in any way amend or alter the terms and conditions of any loyalty rewards program at a Site and should be read in a manner consistent with such terms and conditions.

### Program Enrollment:

7. There are two streams through which an Eligible Patron can enroll in the Program:
  - a. Eligible Patrons with a valid membership in a loyalty rewards program at a Site (each, a **“Member”**) who enter their existing loyalty reward program card on a gaming machine offering Eligible Activities will be invited to enroll in the Program through the machine’s display screen. Alternatively, a Member can enroll in the Program by visiting a guest services desk or, if applicable, kiosk, at the applicable Site.
  - b. Eligible Patrons without a valid membership in a loyalty rewards program at a Site (each, a **“Non-Member”**) can enroll in the Program by visiting the guest services desk at a Site. To enroll, a Non-Member is required to provide one piece of government-issued photo ID at the guest services desk. Non-Members will receive a Card (as defined below in section 11) that will only have the Program features operable. A Non-Member who enrolls in the Program through this method will not become a member of the Site’s loyalty rewards program and will not receive any of its benefits.
8. Upon the completion of his/her enrollment in the Program, a Participant will be given the choice to customize how the Program functions for tracking their play. In particular, a Participant will be able to set his/her Budget(s) as defined in Section 21 below. The following two options will be presented to the Participant with the statement ‘What I want to happen when my Budget is spent’:
  - a. ‘Permit me to be able to continue play with my player card and receive all budget notifications and loyalty rewards for all my play’
  - b. ‘Disable my player card for the rest of the gaming day’
9. Before enrollment in the Program can be completed, an Eligible Patron must provide complete, accurate and consistent information at any Site. After enrollment in the Program is completed, Participants agree to update such information as it changes. It shall be the sole responsibility of the Participant for any problem that may result in the operation of the Program as a result of his/her failure to provide complete, accurate and consistent information at any Site at which he/she has enrolled in or to update such information as it changes.
10. OLG reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to OLG – including, without limitation, government issued photo identification) for the following purposes: (i) to verify whether an individual is an Eligible Patron; (ii) to verify the eligibility and/or authenticity of any information submitted for the purposes of the Program; (iii) to issue a replacement Card to a Participant; and (iv) for any other reason OLG deems necessary, in its sole and absolute discretion, for the purposes of administering the Program in accordance with the letter and spirit of the Terms. Failure to provide such proof to the complete satisfaction of OLG within the timeline specified by OLG may result in disqualification of an individual, including an Eligible Patron or Participant, from participating in the Program, in the sole and absolute discretion of OLG.

### Program Card:

11. Upon the completion of enrollment in the Program, in the case of a Member, a Participant will have access to the Program through his/her existing loyalty reward program card or, in the case of a Non-Member, through a single card with all loyalty reward program features disabled other than the Program (each card for a Member and Non-Member, a **“Card”**). For clarity, Participants who are Members and who have multiple copies of a single loyalty reward card will have access to the Program through each copy of their loyalty reward card. OLG and its Representatives (as defined below in Section 29) reserves the right, in its sole and absolute discretion, to refuse issuance of a Card to any individual who does not follow the required registration procedures as set out in these Terms, or for any other reason.
12. The Program can only operate when a Participant uses his/her Card for Eligible Activities. OLG has no means to record, track, or otherwise become aware of play when a Participant does not use his/her Card. This Program has no application to a Participant’s play without his/her Card or for any gaming activity that is not an Eligible Activity.
13. Each Participant is solely responsible for all actions that take place using his/her Card (whether or not such actions take place with or without the Participant’s knowledge or consent).
14. Each Participant is entitled to only one (1) Card (subject to Section 11 above), containing one (1) unique Card

identification number, per loyalty rewards program. If a Participant is a Member, the unique Card identification number will be the Member's loyalty rewards program identification number. The same loyalty rewards program may be offered at more than one Site. If a Participant wishes to access the Program at a Site offering a loyalty rewards program which is different from any loyalty rewards program offered at the Site(s) where a Participant has enrolled in the Program, he/she will be required to enroll in the Program separately for that Site and will be issued an additional Card operable at any Site offering such loyalty rewards program.

For greater certainty, a Participant may access the Program and customize Budgets in accordance with Section 8 of the Terms at any Site that offers the loyalty rewards program from which his/her Card(s) was/were issued. While the tracking, for Budget purposes, of a Participant's play on Eligible Activities is limited to the applicable Sites under a particular Card, the effect of a Participant's selection under Section 8 of these Terms will apply across all Sites, regardless of the loyalty rewards program a Site offers.

For example, if a Participant has Card 1 that operates on loyalty rewards program 1 at Sites A and B and Card 2 that operates on loyalty rewards program 2 at Sites C and D, and he/she opts to disable their Card for the rest of the gaming day upon reaching a \$100 Spend Budget, he/she may reach that budget by playing on Eligible Activities under Card 1 and as a result, Card 2 will also be disabled at Sites C and D despite not having participated in Eligible Activities with Card 2 at those Sites.

OLG or its Representatives (as defined below in Section 29) may limit the number of Cards or replacement Cards issued to any Participant. All Cards are the property of OLG or its respective Representatives and are not, for greater certainty, the property of the Participant.

15. The Released Parties (as defined below in Section 29) are not responsible for, and accept no liability whatsoever in relation to, lost, stolen or destroyed Cards. Lost, stolen or destroyed Cards must be reported to security personnel at the Site that issued the Card. OLG and its Representatives, in their sole and absolute discretion, may or may not replace lost, stolen or destroyed Cards.
16. OLG and its Representatives (as defined below in Section 29) make no representations or warranties, express or implied, with regard to the Program and/or Card, including any warranty of merchantability, against loss or excessive play, fitness for a particular purpose, non-infringement or that the Card will always be accepted or otherwise work properly. The Released Parties (as defined below in Section 29) shall not be liable for any loss or damage, however caused or suffered by a Participant or any other person as a result of their participation in the Program. The Released Parties shall further have no liability whatsoever for any incidental, indirect or consequential damages arising from, or in any way connected with the Program, even if any Released Party has notice of or has been advised of the possibility of such damages.

#### **Termination of a Participant's Ability to Participate in the Program:**

17. Subject only to applicable law, a Participant's Card (and therefore his/her ability to participate in the Program) may be terminated at any time and without advance notice by OLG if OLG deems (in its sole and absolute discretion) that the Participant has: (i) violated the Terms; (ii) provided (or attempted to provide) false or fictitious information to OLG or its Representatives; (iii) misused or abused (or attempted to misuse or abuse) the Program and/or any portion thereof; (iv) committed (or attempted to commit) fraud; and/or (v) took any other action or actions deemed by OLG, in its sole and absolute discretion, to be contrary to the Terms and/or the purpose and spirit of the Terms or the Program. A Participant's Card(s) must be returned at the time of termination of his/her participation in the Program.
18. If a Participant's permission to participate in the Program is terminated for any reason, including by OLG or its Representatives (as defined below in Section 29), the agreement formed by the Participant's acceptance of these Terms will nevertheless continue to apply and be legally binding upon the Participant in respect of his/her prior use of and participation in the Program and anything relating to or arising from such use or participation. For greater certainty and without limiting the preceding, any of the provisions in the Terms limiting any of the Released Parties' (as defined below in Section 29) duties, responsibilities and liabilities in relation to the Program shall continue to apply.

#### **OLG's Right to Change the Program and/or These Terms:**

19. OLG reserves the right, in its sole and absolute discretion subject only to applicable law, to modify, withdraw, update, suspend or amend all or any portion of the Program and/or the Terms at any time without further notice and without incurring any liability or obligation except as set out in this Section 19. In the event of any such changes, OLG will post the changes to the Program and/or the Terms at the guest services desk at the Sites and will indicate at the top of this page the date the Program and/or the Terms were last revised. A Participant's continued access to and/or use of the Program after any such changes constitutes his/her acceptance of, and agreement to be legally bound by, the Terms as revised. It is each Participant's sole responsibility to regularly check to determine if there have been any changes to the Program and/or the Terms and to review such changes.
20. OLG reserves the right, in its sole and absolute discretion, to take whatever measures or actions it deems necessary to help ensure that the Program is administered in accordance with the letter and spirit of these Terms.

#### **Setting, Increasing and Decreasing Budgets:**

21. There are two types of Budgets (each, a "**Budget**" and collectively the "**Budgets**") that a Participant may set using his/her Card. Budgets can only be set by the Participant whose name appears on a Card. A Participant may set a Time Budget and/or a Spend Budget, as follows:
  - a. **Time Budget:** A Time Budget represents the time set by the Participant in participating in Eligible Activities through use of the Participant's Card(s) at the Sites, for the Gaming Day as described in Section 22. The option selected under Section 8 shall take effect once the Time Budget is reached.
  - b. **Spend Budget:** A Spend Budget represents the approximate net expenditure in Canadian dollars, calculated after winnings, set by the Participant in relation to participating in Eligible Activities through use of the Participant's Card at the Site(s), for the Gaming Day as described in Section 22. The option selected under Section 8 shall take effect once the Spend Budget is reached.
22. Time Budgets and Spend Budgets apply for each Gaming Day, which is from 4:00 am E.T. until 3:59:59 am E.T. the following day. If a Participant selects option (b) under Section 8, i.e. "disable my player card for the rest of the gaming day" and reaches their Budget as described in Section 8, their Card will be disabled immediately following successful communication between the gaming machine and the central gaming management system, preventing subsequent participation in Eligible Activities through the use of that Card for the remainder of the Gaming Day.
23. The Program is designed so that Participants who have set a Budget or Budgets will receive notifications at the gaming machine (each, a "**Notification**" and collectively, the "**Notifications**") providing information on how the Participant is currently tracking, per Card, against the applicable Budget(s) while participating in Eligible Activities at the applicable Sites. Notifications are deployed at various intervals relative to the applicable Budget(s).
24. A Participant can increase his/her Budget(s) at the Sites offering the loyalty rewards program their Card is registered under on a gaming machine offering Eligible Activities or at the guest services desk. A request to increase any Budget(s) will only take effect twenty-four (24) hours after the request for the increase is made.
25. A Participant can decrease his/her Budget(s). A request to decrease any Budget(s) will take effect immediately after the request for the decrease is made.

#### **Program Unenrollment:**

26. A Participant can request to unenroll from the Program at a guest services desk at applicable Sites only. Completion of the unenrollment process will require at least twenty-four (24) hours from the time of the request. It will also require the Participant, at least twenty four (24) hours after the request, to use his/her Card(s) on an electronic gaming machine offering Eligible Activities to confirm his/her decision to unenroll from the Program (once prompted by a message delivered through the electronic gaming machine). Once the Participant so confirms, the Program will be disabled on his/her Card. Additional procedures may apply, see the guest services desk for more information.

#### **Privacy:**

27. Any personal information collected in relation to the Program by OLG or its Representatives (as defined below in Section 29) on behalf of OLG is collected pursuant to the Ontario Lottery and Gaming Corporation Act, 1999. It is

intended to be used by OLG to develop, provide for, undertake, organize, and conduct and manage lottery schemes and gaming in the province of Ontario, including by administering responsible gambling programs and for meeting legal requirements. Without limiting the generality of the foregoing, the personal information is intended to be used by OLG and its Representatives at the Sites for the following principal purposes and for any further purposes reasonably necessary to give effect to these purposes: (a) to administer the Program, which will include disclosing the personal information collected pursuant to the Program to all the Sites and allowing such Sites to reasonably use the personal information for the purposes of administering the Program; (b) for customer service; (c) to support responsible gambling programs; (d) for responsible gambling research initiatives, including surveys, conducted by OLG or on behalf of or in partnership with or authorized by OLG; and (e) otherwise as permitted by the Freedom of Information and Protection of Privacy Act (Ontario) or required by law. For further information specifically as it relates to this Program, please contact a guest services representative or call the OLG Support Centre TOLL FREE at 1-800-387-0098. For further information as it relates to the use of your personal information in connection with a loyalty rewards program at a Site, contact the guest services desk of such Site or see the terms and conditions applicable to such rewards program. By providing your personal information, you consent to the use of your personal information by OLG and its Representatives for the purposes described above.

28. A Participant's Budget(s) and Eligible Activities while using his/her Card will automatically be recorded by OLG for the purpose of implementing the Program. However, neither OLG nor any of its Representatives will necessarily review this information, including whether a Participant has exceeded a Budget(s), and no such party makes any promise or undertaking to do so.

**General Conditions:**

29. By enrolling in the Program, each Participant: (i) confirms his/her compliance with, and agreement to be legally bound by, the Terms; and (ii) releases the following persons, entities or organizations from any and all liability in connection with the Program:
- a. OLG;
  - b. the Alcohol and Gaming Commission of Ontario;
  - c. OLG's Service Providers, OLG's advertising, promotion and management agencies, the Site(s), and each of their respective parent companies, subsidiaries, affiliates, suppliers, and any entity involved in the development, production, administration, or fulfillment of the Program (collectively, OLG's "**Representatives**"), and
  - d. Each of the respective officers, directors, agents, representatives, successors and assigns of those identified in (a), (b) and (c) above. (Those identified in (a), (b), (c) and (d) above collectively, the "**Released Parties**").

If a Participant is dissatisfied with the Program for any reason, then his/her sole and exclusive remedy is to discontinue participating in the Program.

30. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO ANY PARTICIPANT, ELIGIBLE PATRON OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE PROGRAM. EACH PARTICIPANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT OLG HAS ENTERED INTO THIS AGREEMENT WITH THE PARTICIPANT AND MAKES THE PROGRAM AVAILABLE TO THE PARTICIPANT, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTICIPANT AND OLG. EACH PARTICIPANT EXPRESSLY AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN ARE FAIR AND REASONABLE, WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THE PROGRAM.**
31. Any attempt to undermine the legitimate operation of the Program in any way (as determined by OLG in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, OLG reserves the right to seek remedies and damages to the fullest extent permitted by law.
32. Other than enrollment in the Program as described, the Released Parties assume no liability whatsoever in relation to this Program. The Released Parties are not responsible for: (i) any late, lost, misdirected, delayed, incomplete,

incompatible or misdirected information, including, without limitation, Notifications; (ii) any failure(s), malfunction(s) or other problem(s) with the Program of any nature whatsoever, including notification of same to Participants; (iii) the failure of any information (including, without limitation, any Notification(s)) to be received, captured or recorded for any reason whatsoever; (iv) an Participant's decision to continue gaming, by way of Eligible Activities or otherwise, after receiving any Notification; and/or (v) any combination of the above.

33. The Terms represent the entire agreement between OLG and the Participant regarding the Program.
34. In the event of any discrepancy or inconsistency between the Terms and other statements contained in any Program-related materials and/or any instructions or interpretations of the Terms given by any actual or ostensible Representative of OLG, the Terms shall prevail, govern and control to the fullest extent permitted by law.
35. The invalidity or unenforceability of any provision of the Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, the Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. Where applicable, the Released Parties are intended third party beneficiaries of this agreement.
36. The Program is subject to all applicable federal, provincial and municipal laws. The decisions of OLG with respect to all aspects of the Program are final and binding on all Participants without any right of appeal or review whatsoever.
37. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of Participants, OLG or any of the other the Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws and without applying the principle of contra proferentum. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Program.
38. Any waiver by OLG or any of its Representatives of the strict observance, performance or compliance by an Participant with any of the Terms contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of OLG as a result of any other failure to observe, perform or comply with these Terms. No delay or omission by OLG or any of its Representatives in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.