

# 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 Her Majesty the Queen 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 machine 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) “gaming machine” means any mechanical, electrical or other device, contrivance or machine used by the Corporation to manage, conduct or operate a lottery;
  - (i) “holder” means a person having possession of a ticket;
  - (j) “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;
  - (k) “number” means one or more digits, one or more letters, one or more markings or any combination thereof;
  - (l) “person” includes a corporation;
  - (m) “prize” means a sum of money, merchandise, property, service or any benefit to which the holder of a winning ticket is entitled;
  - (n) “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;
  - (o) “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;
  - (p) “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;
  - (q) “selection” means a number or numbers chosen by a person participating in a lottery or by computer on behalf of such person and entitling such person to participate in a lottery;
  - (r) “ticket” means any instrument issued under a lottery and authorized for sale by the Corporation;
  - (s) “valid ticket” means a ticket which is not void;
  - (t) “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;

- (u) “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 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. When a draw in a lottery cannot be held on the date or at the time fixed, such draw shall be held as soon as practicable thereafter.

## 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 by a computer terminal, and
    - (i) which has been cancelled by a retailer, or
    - (ii) for which the computer entries have not been recorded or have been lost as a result of a computer failure or otherwise, or
    - (iii) for which a replacement or re-issue ticket has been issued, or
  - (d) 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 of the amount paid to the Corporation for the ticket.

11. A holder of a void ticket is entitled to a refund from the Corporation of the amount paid for the ticket only where the Corporation determines that:
  - (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.
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 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. Retailers, distributors and Provincial Organizations incur no liability toward anyone in the case of acts of God, fortuitous event or force majeure. In all other cases, whether the liability is contractual or in tort or delictual, including negligence or gross negligence on their part or that of their employees, the liability of retailers, distributors and Provincial Organizations is limited to the amount paid for the ticket or the amount wagered or paid to participate.
  15. The Corporation and its members and associate members incur no liability toward anyone in the case of acts of God, fortuitous events or force majeure. In all other cases, whether the liability is contractual or in tort or delictual, including negligence or gross negligence on its part or that of its employees, the liability of the Corporation and its members and associate members 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 or, otherwise, to the amount paid for the ticket.
  16. 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.
  17. 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.
- (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 of class of tickets prior to the expiry of one (1) year, commencing on the date of the draw, or by such other date or within such other period 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.
19. 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.
  20. 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.
  21. 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.
  22. 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**

23. 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.
24. 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.
25. The Corporation may from time to time amend these rules and regulations.
26. 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.
27. 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.
28. 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 20th Day of March, 2017

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#### **CLAIMS**

18. 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;