



INTERPROVINCIAL LOTTERY CORPORATION

Rules and Regulations Respecting Lotteries and Lottery Tickets

INTERPRETATION

1. In these rules and regulations,
 - (a) "control number" means the number printed or encoded on a ticket to assist in determining the validity of the ticket and the authenticity of the information or other markings imprinted thereon as well as other relevant data;
 - (b) "computer system" means the central computer system of the Regional Marketing Organization for the region where a ticket has been issued by a computer terminal;
 - (c) "Corporation" means the Interprovincial Lottery Corporation;
 - (d) "distributor" means a person authorized by the Corporation or Regional Marketing Organization to distribute or sell tickets to retailers;
 - (e) "holder" means a person having possession of a ticket;
 - (f) "lottery" means a lottery scheme within the meaning of the Criminal Code conducted and managed by the governments of the provinces through the Corporation and Regional Marketing Organizations;
 - (g) "money prize" means a sum of money payable to the holder of a winning ticket;
 - (h) "person" includes a corporation;
 - (i) "play element" means one or more numbers, one or more letters, one or more symbols, one or more images or any combination thereof;
 - (j) "prize" means a money prize or any other property or benefit to which the holder of a winning ticket is entitled;
 - (k) "Regional Dispute Resolution Process" means a procedure specifically for resolving disputes in relation to a lottery and/or the payment of prizes thereunder adopted by, or applicable to, the Regional Marketing Organization of the jurisdiction in which the relevant ticket was issued;
 - (l) "Regional Marketing Organization" means for British Columbia, British Columbia Lottery Corporation; for Alberta, Manitoba, Saskatchewan, the Yukon, the Northwest Territories and Nunavut, Western Canada Lottery Corporation; for Ontario, Ontario Lottery and Gaming Corporation; for Québec, Loto-Québec; for New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island, Atlantic Lottery Corporation;
 - (m) "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 such by the Regional Marketing Organization of that jurisdiction;
 - (n) "retailer" means a person authorized by the Corporation or Regional Marketing Organization to sell tickets to the public;
 - (o) "selection" means a play element or play elements 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;
 - (p) "ticket" means a ticket, certificate, or other instrument issued under a lottery and authorized for sale by the Corporation or by a Regional Marketing Organization on behalf of the Corporation;

- (q) "valid ticket" means a ticket which is not void;
- (r) "winning ticket" means a valid ticket which bears one or more play elements 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 or a Regional Marketing Organization.

SALE OF TICKETS

3. Tickets may be sold to the public by a Regional Marketing Organization throughout its region, or by a retailer within the place or area where such retailer is authorized.

4. Except as authorized by the Corporation or a Regional Marketing Organization, no ticket may be sold to the public at a price other than that shown thereon.

5. Each Regional Marketing Organization may establish discounts or commissions with respect to the sale of tickets to distributors and retailers within its region.

6. The Corporation may, at any time and at its discretion, refuse to issue tickets bearing any selection, or limit the number of selections that may be made by or the number of tickets that may be sold to any person(s) or through any retailer.

7. Each Regional Marketing Organization may, upon appropriate payment and satisfactory evidence of residence, accept and record on its computer system ticket orders received from residents of its region through the Internet or by any mode of subscription. Each such resident is deemed to hold a valid ticket bearing the data pertaining to each ticket so ordered with the corresponding selection recorded on such computer system. If such ticket is a winning ticket, such resident is deemed to produce a written claim and such ticket to such Regional Marketing Organization within twenty-four (24) hours following the relevant draw.

DRAW

8. A draw in a lottery may be made by any method established 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 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 prior to the date on which it would have, but for such nonpayment, 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,
- (c) which is issued by a computer terminal and i) which has been cancelled by the 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
- (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, of a Regional Marketing Organization or any of their suppliers.

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

PAYMENT OF PRIZES

13. The Corporation and the Regional Marketing Organization have no obligation to pay or deliver a prize unless the holder of a winning ticket:

- (a) either:
 - (i) satisfies the Corporation or the Regional Marketing Organization, as applicable, that the holder of the winning ticket is lawfully entitled to possession of the winning ticket; or
 - (ii) where the Corporation or the Regional Marketing Organization, as applicable, is not satisfied under clause (i), is finally determined to be lawfully entitled to possession of the winning ticket pursuant to the Regional Dispute Resolution Process or, if no Regional Dispute Resolution Process is applicable to the Regional Marketing Organization, if a court of competent jurisdiction has issued a final judgment in an action to which the Corporation or a Regional Marketing Organization is a party finding the holder to be lawfully entitled to possession of the winning ticket;
- (b) gives the Corporation or any Regional Marketing Organization the right to publish his/her name, address, place of residence and a recent photograph without any claim for broadcasting, printing, royalty or other rights;
- (c) if requested by the Corporation or any Regional Marketing Organization, gives:
 - (i) satisfactory evidence of identification;
 - (ii) any information requested by the Corporation or the Regional Marketing Organization related to the ticket including but not limited to, the purchase, acquisition and validation of the ticket, reasonably required for the Corporation or the Regional Marketing Organization to process prize claims under this section;
 - (iii) a valid release of any further claims relating to the winning ticket; and
 - (iv) an undertaking to indemnify and save the Corporation and such Regional Marketing Organization harmless from any further claims made by either such holder or by any other person regarding such 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 Regional Marketing Organization of the jurisdiction where the ticket was issued.

14. Retailers and distributors 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 on their part or that of their employees, the liability of retailers and distributors is limited to the amount paid for the ticket.

15. The Corporation and Regional Marketing 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 on their part or that of their employees, the liability of the Corporation and Regional Marketing Organizations is limited, if the claim is based on a 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, at 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 the fitness and serviceability of any merchandise or service prize is given or to be implied.

CLAIMS

17. Neither the Corporation nor the Regional Marketing Organization has any obligation to pay or deliver a prize on a winning ticket, unless the claimant:

- (a) satisfies the Corporation and such Regional Marketing Organization that he/she is the holder of a valid ticket and, when he/she claims a prize, that such ticket is a winning ticket, and that the conditions of Section 13 have been fulfilled;
- (b) delivers a written claim and the original winning ticket to the Corporation or the Regional Marketing Organization prior to the expiry of one year commencing on the date of the draw or within the time limit otherwise specified on the ticket, whichever is the earliest. If the expiry date falls on a day that is not a business day, then the following business day shall be deemed to be the expiry date; and
- (c) with respect to a prize equal to or exceeding an amount determined for that purpose by the relevant Regional Marketing Organization, attends in person at the prize payment office of that Regional Marketing Organization to collect such prize prior to the expiry date.

18. If there is a dispute with regard to a prize, and the relevant Regional Marketing Organization is subject to a Regional Dispute Resolution Process, the dispute shall be resolved exclusively in accordance with such Regional Dispute Resolution Process. In the event of any dispute with regard to a money prize, the Corporation or the Regional Marketing Organization, may at their option, if they are permitted to do so by applicable law, 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 thereof 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 and the Regional Marketing Organizations that he/she is the person lawfully entitled to receive such prize, and such representation and warranty shall survive the awarding of the prize.

GENERAL

20. These rules and regulations apply to all lotteries and all tickets issued under lotteries conducted and managed under the authority of the Corporation. The rules and regulations, the conditions and explanations appearing on tickets and such other conditions as are established by the Corporation, including, without restricting the generality of the foregoing, the conditions appearing on selection forms 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.

21. The Corporation may from time to time amend these rules and regulations.

22. 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.

23. 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 or unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions thereof.

24. These rules and regulations are subject to, and governed by, the laws of the jurisdiction in which the relevant ticket was issued.

Interprovincial Lottery Corporation

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