

# official terms and conditions

Effective Date: April 10, 2019

## program eligibility:

- ① The *My PlaySmart Program* (“**Program**”) is available only to individuals who (at the time of enrollment): (i) are nineteen (19) years of age or older; (ii) be a resident of Canada or the United States of America; (iii) are not inactive, self-excluded, archived or trespassed (all as determined by OLG, or its Representatives (as defined below in Section 30), in its sole and absolute discretion); and (iv) are not volunteers, employees, officers and directors of OLG, the Alcohol and Gaming Commission of Ontario (“**AGCO**”), operator, Ontario Land-based Gaming Service Providers (each, a “**Service Provider**” collectively, the “**Service Providers**”) and any other designate operating lottery schemes on OLG’s behalf, or any affiliate thereof, all as determined by OLG in its sole discretion (each, an “**Eligible Patron**” and collectively, the “**Eligible Patrons**”).

## program overview:

- ② The Program is an information tool provided by the Ontario Lottery and Gaming Corporation (“**OLG**”) at Shorelines Casino Belleville (“Shorelines”) and such additional gaming sites as will be added in the future (each, “**a Site**” and collectively, “**the Sites**”).
- ③ The Program enables Eligible Patrons 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 Eligible Patrons 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 ELIGIBLE PATRON AGREES THAT THE PROGRAM IS NOT A TOOL FOR ANY OF THE RELEASED PARTIES (AS DEFINED BELOW IN SECTION 30) TO MONITOR THE BEHAVIOURS OF ELIGIBLE PATRONS OR OTHERS, AND THE RELEASED PARTIES MAKE NO REPRESENTATION THAT THEY WILL MONITOR ELIGIBLE PATRONS’ GAMING AT THE SITES.** For the avoidance of any doubt, the Program is for each Eligible Patron’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 ELIGIBLE PATRON, INCLUDING WITHOUT LIMITING THE PRECEDING, ANY RESPONSIBILITY OR LIABILITY TO MONITOR AN ELIGIBLE PATRON’S GAMING ACTIVITIES OR TO PREVENT THE ELIGIBLE PATRON FROM PARTICIPATING IN GAMING ACTIVITIES.** The information available to an Eligible Patron through the Program is intended to be used by the Eligible Patron to self-monitor his/her Eligible Activities at the Sites.
- ⑤ Any and all information obtained by an Eligible Patron through the Program is for informational purposes only. This information is not advice from any Released Party (as defined below in Section 30) and should not be relied upon in that or any other regard. An Eligible Patron’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. To participate in the Program, an Eligible Patron must comply with these *My PlaySmart Program Official Terms and Conditions* (the “**Terms**”) at all times (as determined by OLG in its sole and absolute discretion) which form an agreement between Member and the Sites and OLG and are intended to be legally binding. These 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 those Terms and Conditions.

## program enrollment:

- ⑦ There are two ways for an Eligible Patron to enroll in the Program:
  - Ⓐ Eligible Patrons with a valid membership in a loyalty rewards program at a Site (each, a “**Member**”) are automatically enabled to use My PlaySmart tools at the Sites and will be invited on the gaming machine display of Eligible Activities to enroll in the Program. Alternatively, a Member can enroll in the Program by visiting a Guest Services Desk or kiosk, if applicable, at the 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 the Site. To enroll, Eligible Patrons will be 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 My PlaySmart Program features operable. Non-Members who enroll in My PlaySmart through this method will not become members of the Site’s loyalty rewards program and will not receive any of its benefits.
- 8 When completing his/her enrollment in the Program, an Eligible Patron will be given the choice to customize how the Program functions for tracking their play. In particular, an Eligible Patron will be able to set his/her budget(s) as defined in Section 21 below.
- 9 When completing his/her enrollment in the Program, an Eligible Patron must provide complete, accurate and consistent information at any Site at which he/she enrolls and agree to update such information as it changes. It shall be the sole responsibility of the Eligible Patron 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 enrolls, 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): (i) for the purposes of verifying an individual’s eligibility to participate in the Program; (ii) for the purposes of verifying the eligibility and/or authenticity of any information submitted for the purposes of the Program; (iii) for obtaining a replacement card; and/or (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 the Eligible Patron from participating in the Program in the sole and absolute discretion of OLG.

**program card:**

- 11 Once an Eligible Patron has completed his/her enrollment in the Program in accordance with these Terms, the Program will be made available through his/her existing loyalty reward program card (if he/she has one) or, in the case of a Non-Member, through a card with all reward program features disabled other than the Program (each, a “Card”). OLG and its Representatives (as defined below in Section 30) 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 only operates when the Eligible Patron uses his/her existing Site loyalty reward program card or his/her Card for Eligible Activities. OLG has no means to record, track, or otherwise become aware of play when the Eligible Patron does not use his/her existing Site loyalty reward program card or his/her Card. This Program has no application to an Eligible Patron’s play without his/her existing Site loyalty reward program card or his/her Card or for any gaming activity that is not an Eligible Activity.
- 13 Each Eligible Patron is solely responsible for all actions that take place using his/her Card (whether or not such actions take place with or without the Eligible Patron’s knowledge or consent).
- 14 Each Eligible Patron who enrolls in the Program through a Site’s loyalty rewards program or by applying for a Card is entitled to only one (1) unique Card number per Site loyalty rewards program. This number will be the Eligible Patron’s Site loyalty rewards program number if he or she has one, or the Card number which is issued upon enrollment in the Program if the Eligible Patron is not enrolled in a loyalty rewards program. The Eligible Patron will have the same loyalty rewards program number or Card number, and be able to access the Program functions, at Sites which share the same loyalty rewards program. Where a Site has a loyalty rewards program which is different from

the loyalty rewards program that the Eligible Patron has registered in, he/she will be required to register separately for that Site's loyalty rewards program, or register for a separate Card, in order to access the Program functions at those Sites. Personal Program customizations and budgets will be maintained across all loyalty rewards programs and Cards across all Sites through connection to OLG's central system. OLG or its Representatives (as defined below in Section 30(d)) may limit the number of Cards or replacement Cards issued to any Eligible Patron. All Cards are the property of OLG or its respective Representatives and not, for greater certainty, the property of the Eligible Patron.

- ⑮ The Released Parties (as defined below in Section 30) 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 30(d)) make no representations or warranties, express or implied, with regard to the Program and/or Card, including any warranty of merchantability, 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 30) shall not be liable for any loss or damage, however caused or suffered by an Eligible Patron 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 an eligible patron's right to participate in the program:**

- ⑰ Subject only to applicable law, an Eligible Patron's Card (and therefore his/her ability to participate in the Program) may be terminated at any time and without notice by OLG if the Eligible Patron has been deemed by OLG (in its sole and absolute discretion) to: (i) violate the Terms; (ii) provide (or attempt to provide) false or fictitious information to OLG or its Representatives; (iii) misuse or abuse (or attempt to misuse or abuse) the Program and/or any portion thereof; (iv) commit (or attempt to commit) fraud; and/or (v) take 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. An Eligible Patron's Card must be returned at the time of termination of his/her participation in the Program.
- ⑱ If an Eligible Patron's permission to participate in the Program is terminated for any reason, including by OLG or its Representatives (as defined below in Section 30), the agreement formed by the Eligible Patron's acceptance of these Terms will nevertheless continue to apply and be legally binding upon the Eligible Patron in respect of the Eligible Patron's 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 Terms and Conditions limiting any of the Released Parties' (as defined below in Section 30) 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. 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. An Eligible Patron'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 Program and/or the Terms as revised. It is each Eligible Patron'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 an Eligible Patron may set using his/her Card. Budgets can only be set by the Eligible Patron whose name appears on the Card. An Eligible Patron may set a Time Budget and/or a Spend Budget, as follows:
- a **Time Budget:** A Time Budget represents the time set by the Eligible Patron for participating in carded Eligible Activities at the Sites, for the period set out in Section 22.
  - b **Spend Budget:** A Spend Budget represents the approximate net expenditure in Canadian dollars, calculated after winnings, set by the Eligible Patron in relation to spending on carded Eligible Activities at the Sites, for the period set out in Section 22.
- 22 Time Budgets and Spend Budgets apply from 4:00 am E.T. until 3:59:59 am E.T. the following day.
- 23 The Program is designed so that Eligible Patrons who have set a Budget or Budgets will receive notifications at the gaming machine (each, a “Notification” and collectively, the “Notifications”) providing information regarding how the Eligible Patron is currently tracking against the applicable Budget(s) while participating in Eligible Activities at the Sites. Notifications are deployed at various intervals (each, an “Interval”) relative to the applicable Budget(s).
- 24 An Eligible Patron can increase his/her Budget(s) on device or at the Site guest services desk. A request to increase any Budget(s) will only take effect twenty-four hours after the request for the increase is made.
- 25 An Eligible Patron 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 An Eligible Patron can request to unenroll from the Program at a Guest Services Desk 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 Eligible Patron on his/her next card-in to an electronic gaming machine for Eligible Activities at least twenty four (24) hours after the request to unenroll to confirm his/her decision to unenroll in response to a message sent to him/her via the electronic gaming machine. Once the Eligible Patron so confirms, the Program is disabled for 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 30) 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 the 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 An Eligible Patron'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 Patron has exceeded a Budget(s), and no such party makes any promise or undertaking to do so.

**general conditions:**

- 29 By participating in the Program, each Eligible Patron: (i) confirms his/her compliance with, and agreement to be legally bound by, these 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 an Eligible Patron 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 ELIGIBLE PATRON OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE PROGRAM. EACH ELIGIBLE PATRON EXPRESSLY ACKNOWLEDGES AND AGREES THAT OLG HAS ENTERED INTO THIS AGREEMENT WITH THE ELIGIBLE PATRON AND MAKES THE PROGRAM AVAILABLE TO THE ELIGIBLE PATRON, 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 ELIGIBLE PATRON AND OLG. EACH ELIGIBLE PATRON 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; (iii) the failure of any information (including, without limitation, any Notification(s)) to be received, captured or recorded for any reason whatsoever; (iv) an Eligible Patron'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 Eligible Patron 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 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. Void where prohibited or restricted by law. The decisions of OLG with respect to all aspects of the Program are final and binding on all Eligible Patrons 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 Eligible Patrons, 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 Eligible Patron 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.