

TERMS AND CONDITIONS

This Subscription Spot Terms and Conditions Agreement (“Subscriber Agreement”) governs all aspects of your use of Subscription Spot, including any transactions you may complete or attempt to complete using Subscription Spot.

PLEASE READ THIS SUBSCRIBER AGREEMENT CAREFULLY.

By using the Subscription Spot website, you acknowledge your understanding and acceptance of the terms contained within this Subscriber Agreement, and confirm that: (a) you are at least 18 years of age; (b) you are a resident of either Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon or Nunavut; and (c) you will not make or attempt to make purchases of Games through Subscription Spot while you are physically located outside the aforementioned provinces and territories. This Subscriber Agreement is between you and Western Canada Lottery Corporation (WCLC).

To become a Subscriber permitted to purchase any Games through Subscription Spot you must first meet the Registration requirements as set out in this Subscriber Agreement.

1.0 Introduction

1.01 Definitions and Interpretation:

See Schedule A for meanings of certain words and terms used within this Subscriber Agreement.

1.02 Offer:

WCLC offers to residents of Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon and Nunavut, who are 18 years of age or older, the opportunity to register online and, if approved be granted an Account on Subscription Spot to purchase tickets for Games offered on Subscription Spot. The approval is at the sole and absolute discretion of WCLC. The Games offered for purchase are lottery schemes compliant with the Criminal Code of Canada. WCLC has the right at any time and in its sole and absolute discretion to, without notice, discontinue or limit the sale of Games through Subscription Spot or to modify the manner in which it sells Games.

1.03 Rules:

All Games offered through Subscription Spot are governed by and offered subject to the Rules that apply to each particular Game.

1.04 Legal Roles:

WCLC operates Subscription Spot for the purpose of marketing and distributing Games to residents of Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon and Nunavut over the internet. WCLC does not sell or authorize the sale of Games to persons located outside of these authorized jurisdictions. Nothing in this website is intended to promote, advertise or publish lotteries or other gaming outside of these authorized jurisdictions.

2.0 Registration

2.01 Registration Requirements:

To become a Subscriber permitted to purchase any Games through Subscription Spot you must first meet the following Registration requirements:

You must:

- (a) be at least 18 years of age;
- (b) be a resident of Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon or Nunavut;
- (c) be physically located within Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon or Nunavut;
- (d) be able to satisfy any requirements WCLC may have from time to time to confirm your identity; and
- (e) not be Otherwise Prohibited.

2.02 True, Accurate and Current Information:

You must provide WCLC with accurate and current Account information, and immediately update your Account information with any change to information you previously supplied to WCLC to ensure such information remains true, accurate and current.

WCLC may, in its sole and absolute discretion, require you to provide additional information and/or documentation (for example, proof of age and residence, your bank or other financial institution and related account information) to verify or confirm your eligibility to be registered as a Subscriber, to verify or confirm that you continue to meet eligibility requirements to be a Subscriber and to investigate any suspected breaches of this Subscriber Agreement (including suspected fraudulent or dishonest activity).

You agree that WCLC, or third parties retained by it, may contact third parties (including your financial institution) to verify the accuracy of any information (including personal information related to your age and province or territory of residence and your bank or other financial institution and related account information) that you provide in connection with your registration to become a Subscriber (including any updates to such information).

2.03 WCLC's Absolute Discretion to Refuse, Suspend or Terminate:

WCLC has the right at any time and in its sole and absolute discretion to, without notice, suspend, terminate, or refuse to grant an Account if you breach or are suspected of breaching any term of this Subscriber Agreement, Rules, Terms of Use, or if WCLC is not satisfied that the Registration information you provided is true, accurate and current, or if WCLC in its sole and absolute discretion deems it appropriate.

3.0 Subscriber Responsibility

3.01 Personal Use:

You may only use your Account for personal use and are not permitted to use your Account or any content on Subscription Spot for any other purpose including business or commercial purposes.

3.02 Interfere With Games:

You will not interfere with or manipulate the operations of the Computer Systems or the normal operation of any Game, nor will you attempt to do so.

3.03 Game Errors:

If you become aware that any Game contains an error, you must report this to WCLC immediately. Further, you agree not to take advantage of any such error.

3.04 No Purchase Outside of WCLC Region:

You shall not use your Account to purchase or attempt to purchase any Game while you are physically located outside the region in which WCLC is authorized to offer lottery games, or if you are no longer a resident of said region. WCLC's authorized region comprises, Alberta, Saskatchewan, Manitoba, Yukon, Northwest Territories, and Nunavut.

3.05 Prohibited Activities:

You will not engage in Prohibited Activities. WCLC and its Authorized Suppliers will not be liable for any losses or damages incurred by you due to Prohibited Activities of other users of Subscription Spot.

3.06 Responsibility to be Familiar with Rules:

WCLC has the right at any time and in its sole and absolute discretion to amend this Subscriber Agreement, any Rules, and Terms of Use. It is your responsibility to be familiar with the current Subscriber Agreement, Rules and Terms of Use at all times. You acknowledge and agree that your continued use of Subscription Spot constitutes your acceptance of the terms of the Subscriber Agreement, Rules and Terms of Use in force at that time.

4.0 Account

4.01 Username and Password:

For your security, you must create your own unique username and password. You will be required to enter your username and password prior to accessing your Account. It is your responsibility to keep your username and password confidential. WCLC is not liable for any access to or use of your Account, including situations in which the access was unauthorized or unintended. This includes but is not limited to circumstances where you inadvertently or otherwise disclose your username and/or password, or where you use software that automatically enters your username and/or password, or where you have your internet browser configured to save your username and/or password.

4.02 Email Account:

You must provide an email account to be associated with your Account to receive email notifications from WCLC relating to your Account. It is your responsibility to keep your email account secure.

4.03 Use of Account:

Only the Subscriber, acting on his or her own behalf, is permitted to use the Account.

4.04 Purchase Limit:

From time to time WCLC may, in its sole and absolute discretion, determine and set limits on the amount of or number of purchases that may be made through your Account on Subscription Spot. In no circumstances will WCLC be obligated to set such limits, or having set them, be liable for failing to enforce them.

4.05 Closing of Account by WCLC:

It is the current practice of WCLC to close accounts which are inactive for one year or more. In the event that WCLC closes your Account, you must provide WCLC with such additional information as WCLC determines necessary to facilitate delivery of the balance of any remaining unpaid prize amounts to you. WCLC will deliver amounts under one thousand and one dollars (\$1001.00) only by Direct Deposit.

4.06 Closing of Account by Subscriber:

If you wish to close your Account, you must provide WCLC with:

- (a) notice of your intent to close the Account in the form determined by WCLC; and
- (b) such additional information as WCLC determines necessary to enable WCLC to deliver to you the balance of any remaining unpaid prize amounts.

WCLC will deliver amounts under one thousand and one dollars (\$1001.00) only by Direct Deposit.

4.07 Conditions of Payment/Chargebacks:

Where WCLC accepts payment by you for a purchase that is subsequently dishonored, refused or reversed (including Chargebacks), WCLC may in its sole and absolute discretion, and in addition to any other rights and remedies otherwise available to it at law, carry out one or more of the following actions:

- (a) suspend your Account pending resolution of any dispute relating to the payment;
- (b) request information from you regarding the circumstances of the payment and provide such information to the relevant financial institution for the purposes of resolving any dispute relating to the payment;
- (c) terminate issued Receipts or any further issuance of Receipts, as to future Game draws and shall be entitled to recover from you in contract an amount equal to the wagers on draws in which you did participate under any such Receipts prior to the termination; and
- (d) terminate your Account.

5.0 Purchasing through Subscription Spot

5.01 Notification and Receipts:

If your purchase and payment is fully processed by WCLC prior to the cut-off time established, where applicable, WCLC will issue a Receipt which will show, among other things, the selection(s) and the date(s) of the draw(s) or event(s) for which the selection(s) are valid, the amount paid, and a receipt ID number where applicable. All valid Receipts are deemed to be tickets under the applicable Rules that govern the particular Game.

5.02 No Cancellation:

Once a Receipt has been issued for a purchase of a single or series of Game draws, you may not cancel that purchase.

5.03 Right to Refuse:

WCLC reserves the right to, in its sole discretion, refuse any Game purchase or selection by a Subscriber for any reason whatsoever.

5.04 Cut-Off Times:

Purchases will not be accepted or processed after the posted cut-off time.

5.05 Accuracy of Purchase:

You are solely responsible for ensuring that the details of your purchase are correct before you submit your purchase for processing. In the event of any dispute or discrepancy regarding any aspect of your purchase, THE INFORMATION IN THE COMPUTER SYSTEMS WILL PREVAIL, AND ONLY THE PURCHASE RECORDED BY THE COMPUTER SYSTEMS WILL PARTICIPATE IN THE GAME. **Without limiting the generality of the above provisions of this section, this means that, if there is a discrepancy between the numbers shown in a Receipt and those contained in the Computer Systems, only the numbers recorded in the Computer Systems participate in the draws on the draw days recorded in the Computer Systems and the Receipt will be deemed to be amended to reflect the actual numbers so recorded. WCLC has no liability relating to the numbers appearing in the Receipt in such circumstances unless they match the numbers recorded in the Computer Systems.**

5.06 Cancellation, alteration or modification of Receipts:

WCLC and the Interprovincial Lottery Corporation ("ILC"), as applicable, reserve the right to cancel, alter or modify, at any time, the whole or part of the Games for which a Receipt has been issued, and/or any Receipt or any condition attaching to Receipts. If a Game, a Game draw or a Receipt is cancelled, WCLC will make a proportionate refund to Subscribers affected. In the event of alteration or modification of a Game, of a Game draw, or of any conditions attaching to Receipts, WCLC may replace the existing Receipt with a new Receipt reflecting such alteration or modification. The new Receipt shall be effective from the date on which the alteration or modification was entered into the Computer Systems.

5.07 Refunds and Credit Card/Bank Charges:

Any applicable refunds payable pursuant to this Subscriber Agreement will be made by WCLC by way of Direct Deposit or cheque. You are responsible for all additional fees and charges arising from your use of credit cards or any Direct Deposit in connection with any purchase or payments made in connection with the use of Subscription Spot.

6.0 Prize Wins and Payment

6.01 Entitlement to Prizes:

You acknowledge and agree that if you are entitled to any Prize resulting from the purchase of any Game on Subscription Spot, your ability to claim and receive the Prize will be subject to this Subscriber Agreement, the Rules, applicable laws and any other applicable WCLC prize payment rules, requirements, processes and restrictions.

6.02 Information and Documentation:

In order to process a Prize win and payment, WCLC may require information and documentation from you that it considers necessary or advisable in its sole discretion including, information and documentation WCLC determines necessary or advisable to:

- (a) verify your identity;
- (b) comply with applicable law or regulatory requirements;
- (c) comply with WCLC's validation and security procedures;
- (d) prevent and investigate Prohibited Activities;
- (e) ensure compliance with the Subscriber Agreement, Rules and Terms of Use.

Please note that additional verification and interview processes will be required for Prizes of ten thousand dollars (\$10,000) and greater.

6.02 Prize Payments Less Than \$1,001.00:

Prize payments less than one thousand and one (\$1,001.00) dollars will generally be paid by Direct Deposit. However, WCLC reserves the right to process such payments by way of cheque at a designated prize payout location.

Prizes of "free plays" for Games purchased on Subscription Spot will be processed by WCLC automatically after the applicable draw, and you acknowledge and agree that WCLC may not process such "free play" Prize prior to the cut-off time for any particular draw. WCLC will issue a Receipt for the applicable "free plays" once the said "free play" Prize is processed. In the alternative, in WCLC's sole and absolute discretion, an amount equal to the cash-equivalent of a free play Prize may be paid to a Subscriber.

6.03 Prize Payments of \$1,001.00 or More:

Prize payments of one thousand and one (\$1,001.00) dollars or greater will be paid by to you by cheque in person at a designated prize payout location or as may otherwise be provided for in WCLC's applicable prize payment rules, requirements and processes.

7.0 Privacy

WCLC is committed to protecting your privacy in accordance with the Subscription Spot Privacy Policy. By accepting this Subscriber Agreement, you also acknowledge and accept the terms of, and consent to the collection, use and disclosure of your personal information in accordance with, such Privacy Policy.

8.0 Breach of Agreement

8.01 Subscriber Breach:

If you breach any term or condition of this Subscriber Agreement, Rules or Terms of Use, WCLC shall be entitled to exercise any rights and remedies set out in this Subscriber Agreement, and/or otherwise available to it at law, including without limitation, WCLC may take one or more of the following actions as it determines in its sole and absolute discretion:

- (a) Close or terminate your Account and terminate Receipts as to future Game draws;
- (b) Notify any third parties WCLC determines to be appropriate in the circumstances including law enforcement agencies; and
- (c) Take legal action against you including the right to claim all legal costs and expenses in making such action.

8.02 Right to Withhold Prizes:

WCLC has the right at any time and in its absolute discretion to, without notice, delay or withhold any Prize from you if you breach or are suspected of breaching any term of this Subscriber Agreement, Rules or Terms of Use, including, without limitation, if WCLC is not satisfied that the Registration information you provided is true, accurate and current.

9.0 WCLC Errors

You acknowledge that a number of circumstances may occur where a WCLC error occurs, including where WCLC awards a Prize in error, credits your bank account or credit card in error or processes a payment from your credit card in error. Such errors may arise from a computer malfunction or human error, including by a WCLC or Authorized Supplier employee, agent or contractor. WCLC reserves the right to take all steps it deems necessary to correct such errors. In the event WCLC pays money to you in error you agree that you will hold such money in trust and return such money on demand to WCLC. You acknowledge and agree that when money paid to you in error is subsequently used for a Game purchase on Subscription Spot, WCLC may cancel such Receipt and demand the return of any subsequent Prizes as also being held in trust for WCLC.

10.0 Limitations and Exclusions of Liability

10.01 Disclaimer/No Warranty:

You expressly acknowledge and agree that Subscription Spot is provided on an "as is" and "as available" basis. WCLC does not make any promise, representation or warranty regarding Subscription Spot, its operation or availability, or regarding any of the Games or other products or services that are made available on or through Subscription Spot and WCLC hereby disclaims all warranties regarding the foregoing, whether express, implied or statutory.

10.02 Limitations of Liability:

Except as otherwise provided in the applicable Rules, the maximum liability of WCLC, its members and associate members, its directors, officers, employees and agents, to you under this Subscriber Agreement or in respect of you accessing or using Subscription Spot, whether in contract, tort (including negligence or gross negligence) or otherwise, shall be limited to and not exceed:

- (i) if the claim is based on improper direction or placement of monies by WCLC, to the amount of such monies; or
- (ii) if the claim is based on a valid Prize claim for a winning Receipt, to the cost of the Prize won with such Receipt; or
- (iii) if the claim is otherwise based upon a Game, Receipt or a purchase, to the amount of the purchase actually made by a Subscriber through Subscription Spot with respect to the Game, Receipt or purchase that gave rise to the alleged liability; or

(iv) if the claim is based upon any other liability, to the sum of \$250 in aggregate,

and you agree that WCLC shall not be liable to you under any circumstances for a greater amount.

In addition to any other exceptions or limitations to WCLC's liability contained in the Rules or in this Subscriber Agreement, under no circumstances will WCLC or its members and associate members, or its directors, officers, employees or agents be liable to you, whether in contract, tort or otherwise, for any losses or damages of whatsoever nature or kind arising out of or in any way connected to:

- (i) any delay, loss, error or omission, howsoever caused, including attributable to banking and financial institutions and suppliers of telecommunication services and equipment, which prevents or hinders the ordering, transmission or processing of a purchase of any Game or participating in any Game;
- (ii) errors, omissions or other inaccuracies, or any misleading or out-of-date information, contained on or downloaded through, Subscription Spot or wclc.com;
- (iii) the cessation, failure or interruption of operation of Subscription Spot or any part thereof, including, without limitation, due to system or technical issues or for maintenance, upgrades or to address errors;
- (iv) any information or software programs that you download to use or access Subscription Spot or to play any Game;
- (v) the exercise of any right or discretion by WCLC as expressly contemplated in this Subscriber Agreement; or
- (vi) any Force Majeure Event.

In addition, under no circumstances will WCLC or its members and associate members, or its directors, officers, employees or agents be liable to you, whether in contract, tort or otherwise, arising out of or in any way connected to this Subscriber Agreement or you accessing or using Subscription Spot, for:

- (i) punitive, exemplary or aggravated damages;
- (ii) loss of profits, loss of chance, loss of use, loss of production, loss of business or loss of business opportunity, including (but not limited to) loss of data, profits, revenue, goodwill, reputation or business interruption;
- (iii) any other consequential, incidental or indirect loss or damage of any nature suffered or allegedly suffered by you; or
- (iv) any loss or damage not reasonably foreseeable by WCLC arising out of this Subscriber Agreement or the access or use of Subscription Spot.

11.0 General

11.01 Accuracy of Information and Dispute:

While reasonable efforts are made to ensure the accuracy of the information on Subscription Spot no warranty of accuracy or completeness is express or implied. Information may also be changed or updated without notice. In the event of a dispute arising out of a discrepancy between the information displayed on Subscription Spot, including information about the outcome of a Game, and the official information of WCLC, including the official information recorded in the Computer Systems, the official information of WCLC will prevail.

11.02 Interpretation:

In this Subscriber Agreement: (a) a definition applies to other forms of the word; (b) the term "including" means "including without limiting the generality of the foregoing"; and (c) headings are for convenience reference only and do not affect the interpretation of this Subscriber Agreement.

11.03 Links:

This website may contain links to websites maintained by third parties. The linked sites are not under the control of WCLC, and WCLC is not responsible for the contents of, or the privacy practices of, any linked site or any link contained in a linked site. WCLC provides these links only as a convenience, and the inclusion of a link does not imply endorsement of the linked site by WCLC. WCLC cannot control which websites link to Subscription Spot. No such link should be construed as an endorsement by WCLC of any such third-party site.

11.04 Governing Law:

All aspects of your use of Subscription Spot, including this Subscriber Agreement, are governed by and will be construed in accordance with the laws of the WCLC's authorized region in which you are a resident, or otherwise in accordance with the laws of Manitoba.

11.05 Intellectual Property:

WCLC is the owner or licensee of the copyright, trademarks and all other intellectual property rights in and to all aspects of Subscription Spot, and the content therein. Notwithstanding anything else on Subscription Spot, or in this Subscriber Agreement, Rules, or Terms of Use, you acquire no rights in or to any such copyright, trademarks or other intellectual property rights. Unless otherwise permitted by law, no one has the permission to copy, redistribute, reproduce, republish, store in any medium, re-transmit, modify, exploit or make public or commercial use of, in any form, the information contained on Subscription Spot.

11.06 Entire Agreement:

This Subscriber Agreement and the applicable Rules, Terms of Use and the Subscription Spot Privacy Policy constitute the entire agreement and understanding between you and WCLC in relation to all aspects of your use of Subscription Spot.

11.07 Enforceability:

The invalidity or unenforceability of any portion of this Subscriber Agreement shall not affect the validity or enforceability of the other portions of the Subscriber Agreement.

11.08 No Assignment:

Your Account cannot be assigned or transferred.

Schedule A

Definitions

The following words and terms, when used within this Subscriber Agreement, shall have the following meanings, unless the context clearly indicates otherwise:

“Account” means the account assigned to you on Registration which records active, expired and cancelled subscriptions, your purchase activity, and record of Prize wins.

“Authorized Suppliers” means WCLC and any other entities that supply services and equipment related to Subscription Spot;

“Chargeback” means when a credit or debit card holder contacts the bank or other financial institution that issued the card, to initiate a refund for a payment transaction that was made using the card or the account associated with the card, and the bank or financial institution requests that WCLC return the relevant funds;

“Computer Systems” means the computer systems utilized by WCLC for the operation of Games;

“Direct Deposit” means an electronic deposit of funds directly into your specified bank account;

“Force Majeure Event” means an event that interferes with WCLC’s ability to conduct, manage or operate Subscription Spot or the Games, in whole or in part, from any cause beyond WCLC’s commercially reasonable control, including, without limitation arising or resulting from fire, flood, earthquake or other act of God, an outbreak of hostilities, riot, civil disturbance, act of war or terrorism, explosion, theft, malicious damage, power failures or obstruction, loss of or non, limited or delayed availability of any network, broadcast or telecommunications service, strikes, lock-outs, industrial action of any kind, legislative or regulatory change or the act of any government or governmental authority, epidemics, or other calamity;

“Game” means a “lottery scheme” (as defined by the Criminal Code) conducted, managed, operated and/or offered for sale by WCLC and made available through Subscription Spot from time to time, in which Prizes are awarded in accordance with applicable Game Rules;

“Inactive Account” means an account which has no active subscriptions during a one year period;

“Otherwise Prohibited” means that an individual has been determined by WCLC in its sole discretion to be ineligible to register for or make purchases on Subscription Spot;

“Prize” means a prize won by a Subscriber from a Game in accordance with the applicable Game Rules;

“Prohibited Activities” means the use or attempted use of Subscription Spot in an unlawful manner, or for any unlawful or fraudulent purpose or activity or to gain an unfair advantage including, without limitation, cheating, game manipulation, exploiting a fault, loophole or error, fraud, including payment fraud (for example, unlawful use of credit cards or reversals of payment), money laundering, collusion with third parties, using any automated device or software that makes decisions for you or takes your place as a live Subscriber, or for any other purpose or activity that WCLC or its Authorized Suppliers, in their sole and absolute discretion, determine is inappropriate or not directly related to the purchase or playing of Games;

“Receipt” means a record issued of your purchase transaction by WCLC at the time a transaction is completed and which, if valid, is deemed to be a ticket under the applicable Rules that govern the particular Game;

“Registration” means the process whereby you provide information to satisfy WCLC’s requirements and, if approved, become a Subscriber with an Account thereupon opened for you;

“Rules” means all rules and regulations, terms, conditions, including prize structure statements, and play instructions as may be amended from time to time which apply to the Games offered by WCLC howsoever described, including without limitation rules and regulations, game conditions, and any other rules of play established by WCLC or ILC including, those posted in [Publications and Forms](#) at wclc.com and other rules of play specific to certain types of Games that may otherwise be posted on Subscription Spot or wclc.com. Without limiting the generality of the foregoing, Rules include the Rules and Regulations Respecting Lotteries and Gaming of WCLC and the Rules and Regulations Respecting Lotteries and Lottery Tickets of the ILC, as applicable, WHICH INCLUDE LIMITATIONS OF LIABILITY;

“Subscriber” means an individual who has satisfied the requirements of Registration and whose Account remains open pursuant to the terms of this Subscriber Agreement;

“Subscription Spot” means the Subscription Spot website through which the Games are offered to a Subscriber for purchase;

“Terms of Use” means any additional terms of use that may be posted on Subscription Spot from time to time;

“WCLC” means Western Canada Lottery Corporation.