

## **PlayNow.com Player Agreement**

This PlayNow.com Player Agreement ("Player Agreement") relates to your play of Games on PlayNow.com.

**PLEASE READ THIS PLAYER AGREEMENT CAREFULLY.**

**By using the PlayNow.com site, you acknowledge your understanding and acceptance of the terms contained within this Player Agreement, and confirm that: (a) you are at least 18 years of age; (b) you are a permanent resident of Manitoba; and (c) you will not play any PlayNow.com Games while you are physically located outside Manitoba. This Player Agreement is between yourself and Manitoba Liquor and Lotteries Corporation (MBLL).**

**To become a Player permitted to play any Games on PlayNow.com you must first meet the Registration requirements as set out in this Player Agreement.**

### **1.0 Introduction**

#### **1.01 Definitions and Interpretation**

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

#### **1.02 Introduction**

MBLL offers to residents of Manitoba, who are 18 years of age or older, the opportunity to register online and, if approved be granted an Account on PlayNow.com. The approval is at the sole and absolute discretion of MBLL. The services of MBLL's online gambling are provided by BCLC. The Games offered for play are compliant lottery schemes under the Criminal Code of Canada. MBLL has the right at any time and in its sole and absolute discretion to, without notice, discontinue or limit the sale of Games through PlayNow.com or to modify the manner in which it sells Games.

#### **1.03 Rules**

All Games offered on PlayNow.com are governed by and offered subject to the Rules that apply to each particular Game.

## **1.04 Legal Roles**

MBLL operates PlayNow.com for the purpose of marketing and distributing Games to Manitoba residents over the internet or through a mobile platform, as the case may be, using BCLC as a service provider. These Games include the lotteries authorized by WCLC and the other Games authorized by MBLL e.g. casino, poker, sport, bingo etc.

## **2.0 Registration**

### **2.01 Registration Requirements**

To become a Player permitted to play any Games on PlayNow.com you must first meet the following Registration requirements:

You must:

- (a) be at least 18 years of age;
- (b) be a resident of Manitoba;
- (c) be physically located within Manitoba;
- (d) not be involuntarily excluded from, or enrolled in a voluntary self-exclusion program available at any casino or gaming venue in Manitoba in which MBLL has an operational role including, but not limited to, PlayNow.com;
- (e) not be Otherwise Prohibited;
- (f) be able to satisfy any requirements MBLL may have from time to time to confirm your identity.

### **2.02 Account Balance Limit**

On Registration, you will be required to set your Account Balance Limit and gambling time limits subject to maximums in each case.

### **2.03 True, Accurate and Current Information**

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

## **2.04 MBLL's Absolute Discretion to Refuse, Suspend or Terminate**

MBLL 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 Player Agreement, Rules, Terms of Use, Promotion Conditions or if MBLL is not satisfied that the Registration information you provided is true, accurate and current, or if MBLL in its sole and absolute discretion deems it appropriate.

## **3.0 Player 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 PlayNow.com 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 play 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 MBLL immediately. Further, you agree not to take advantage of any such error.

### **3.04 No Play Outside of Manitoba**

You shall not purchase or attempt to purchase any Game while you are physically located outside Manitoba or if you are no longer a resident of Manitoba.

### **3.05 Fraudulent or Unfair Activities**

You will not engage in Fraudulent or Unfair Activities. You acknowledge that playing online Games poses inherent risks including the risk that other players are engaging in Fraudulent or Unfair Activities. If you suspect a player is engaging in Fraudulent or Unfair Activities, you must report this to MBLL immediately.

### **3.06 Responsibility to be Familiar with Rules**

MBLL has the right at any time and in its sole and absolute discretion to amend this Player Agreement, any Rules, Terms of Use, and Promotion Conditions. It is your responsibility to be familiar with the current Player Agreement, Rules, Terms of Use, and Promotion Conditions at all times. You acknowledge and agree that your continued use of PlayNow.com constitutes your acceptance of the terms of the Player Agreement, Rules, Terms of Use, and Promotion Conditions 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. MBLL 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 MBLL relating to your Account. It is your responsibility to keep your email account secure.

### **4.03 One Account**

You may hold only one (1) Account. Only the Player is permitted to use the Account.

### **4.04 Account Funding**

You must have sufficient funds in your Account in order to place a Bet.

### **4.05 Limits on Deposits**

You will not be able to deposit more than the Weekly Deposit Limit.

#### **4.06 Account Balance Limit**

You will not be permitted to maintain more than the Account Balance Limit in your Account for longer than 72 hours. If you exceed this time period MBLL may initiate an Account withdrawal on your behalf. MBLL may, from time to time, change the amount of the Account Balance Limit.

#### **4.07 Closing of Account by MBLL**

MBLL may close your Account if it is inactive for one year or more. In the event that MBLL closes your Account, you must provide MBLL with such additional information as MBLL determines necessary to facilitate delivery of the balance of the Account to you (deducting the value of any Tokens). In the event that you do not provide MBLL with such information within eight weeks of your Account being closed, you agree that you shall forfeit all right to the balance.

#### **4.08 Closing of Account by Player**

In the event that you wish to close your Account, you must provide MBLL with:

- (a) notice of your intent to close the Account in a form determined by MBLL; and
- (b) such additional information as MBLL determines necessary to enable MBLL to deliver to you the balance of the Account (excepting any balance from Tokens).

### **5.0 Withdrawals**

#### **5.01 Account Withdrawals**

Withdrawals from your Account will only be made in the following circumstances:

- (a) As and when you submit a proper request;
- (b) Upon a closure or termination of your Account;
- (c) In the event your Account exceeds the Account Balance Limit for more than 72 hours;
- (d) In the event you enroll in the PlayNow.com self-exclusion program or other self-exclusion program as referenced in Section 2.02 of this Player Agreement; and
- (e) In order to correct a payment processing error.

## **5.02 Information and Documentation**

In order to process a withdrawal, MBLL may require information and documentation from you that it considers necessary or advisable in its sole discretion including, without limitation, information and documentation MBLL determines necessary or advisable to:

- (a) verify your identity;
- (b) comply with applicable law or regulatory requirements including FINTRAC reporting obligations;
- (c) comply with MBLL's validation and security procedures;
- (d) prevent fraud or other illegal activity;
- (e) ensure compliance with the Player Agreement, Rules, Terms of Use, or Promotion Conditions.

## **5.03 Withdrawals less than \$100,000.00**

Withdrawals less than one hundred thousand (\$100,000.00) dollars will generally be paid by Direct Deposit. However, MBLL reserves the right to process such payments by way of cheque at a designated prize payout location.

## **5.04 Withdrawals of \$100,000.00 or More**

Withdrawals of one hundred thousand (\$100,000.00) dollars or greater will be paid by cheque to you in person at a designated prize payout location.

## **5.05 Refunds of Unused Deposits**

Refunds of unused deposits made by credit card must be returned to the same credit card. Partial credit card refunds will only occur if the Account balance, at time of withdrawal request, is less than the original credit card deposit.

## **5.06 Chargeback**

In the event of a Chargeback, MBLL may, in its sole and absolute discretion, carry out one or more of the following actions:

- (a) Suspend your Account pending resolution of any dispute relating to the Chargeback;
- (b) Request information from you regarding the circumstances of the Chargeback and provide such information to the relevant financial institution for the purpose of resolving any dispute relating to the Chargeback;
- (c) Debit your Account with the amount of the Chargeback and if that debit results in a negative balance, claim from you the amount of such negative balance; and/or

(d) Terminate your Account.

## **6.0 Tokens**

### **6.01 Acquiring Tokens**

From time to time, MBLL may offer incentives in the form of Tokens, the value of which will be credited to your Account. In some cases you will only receive the incentive if you consented to receive promotional communications.

### **6.02 Token Use**

The value of Tokens can be used for PlayNow.com Bets only. Tokens in your Account will be applied towards applicable PlayNow.com transactions before any other funds from your Account.

### **6.03 Limits on Token Use**

Any Token incentive may be discontinued at MBLL's discretion. Tokens will expire in accordance with any notice period as announced by MBLL.

## **7.0 Purchasing Game Bets on PlayNow.com**

### **7.01 Accuracy of Purchasing Game Bets and Play Decision**

You are solely responsible for ensuring the correctness of your Bet before play. In the event of any dispute or discrepancy regarding any Bet decision, THE INFORMATION IN THE COMPUTER SYSTEMS WILL PREVAIL, AND ONLY THE BETTING AND/OR PLAY DECISIONS RECORDED BY THE COMPUTER SYSTEMS WILL PARTICIPATE IN THE GAME.

### **7.02 Notification and Receipts**

If your Bet is fully processed by MBLL prior to the cut-off time established, where applicable, MBLL 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 Bet, and a receipt ID number where applicable. All valid Receipts are deemed to be receipts/tickets under the applicable Rules that govern the particular Game.

### **7.03 No Cancellation of Bet Placed**

Once you have placed a Bet, you may not cancel it.

### **7.04 Right to Refuse**



MBLL reserves the right to refuse the play of any Games by a Player.

### **7.05 Cut-Off Times**

Betting and/or play decisions will not be accepted or processed after the posted cut-off time.

## **8.0 Player Protection**

### **8.01 Self-Exclusion**

Upon making an election to enroll in the PlayNow.com self-exclusion program, or upon enrollment in a voluntary self-exclusion program as referenced in Section 2.02 of this Player Agreement, MBLL will close your Account and pay out any unredeemed funds therein. Unredeemed Tokens will not be paid out.

### **8.02 Privacy**

MBLL is committed to protecting your privacy in accordance with the PlayNow.com privacy statement [insert link]. Your personal information will be collected in accordance with Manitoba's Freedom of Information and Protection of Privacy Act (FIPPA) and will be used, accessed, disclosed and stored by MBLL, both inside and outside Canada:

- (a) to administer and operate PlayNow.com;
- (b) to facilitate your registration to PlayNow.com and enable your use of PlayNow.com;
- (c) to communicate with you about your Account;
- (d) to send promotional communications in accordance with your communication preferences;
- (e) to customize the content and delivery of our products and services to you;
- (f) for research and data analysis purposes;
- (g) to maintain the security of PlayNow.com, including conducting security investigations;
- (h) to investigate Fraudulent or Unfair Activity, including suspected Fraudulent or Unfair Activities, and to report such activities to third parties MBLL determines to be appropriate in the circumstances including law enforcement agencies;
- (i) for winner publication purposes, including publication of your name, photograph, amount won and geographical location if you become a winner, in accordance with the Player Agreement and applicable Rules, Promotion Conditions and Terms of Use;

- (j) to comply with applicable laws, including ensuring you are accessing your Account from the appropriate jurisdiction;
- (k) to assist MBLL, and its Authorized Suppliers with respect to any aspect or operation of PlayNow.com, as MBLL in its sole and absolute discretion deem necessary;
- (l) to assist MBLL, BCLC and/or their respective Provincial Governments with any aspect or operation of any existing or future responsible play programs, policies, measures or initiatives; and
- (m) to access your credit file for the purpose of identity verification only and not a credit check.

EFFECTIVE ON THE DATE YOU CLICK "I AGREE" YOU AGREE AND ACKNOWLEDGE THAT MBLL, MAY USE, ACCESS, DISCLOSE AND STORE YOUR PERSONAL INFORMATION BOTH INSIDE AND OUTSIDE CANADA FOR THE ABOVE PURPOSES.

## **9.0 Breach of Agreement**

### **9.01 Player Breach**

If you breach any term or condition of this Player Agreement, Rules, Terms of Use, or Promotion Conditions, MBLL shall be entitled to take one or more of the following actions as it determines in its sole and absolute discretion:

- (a) Close or terminate your Account;
- (b) Seize from your Account an amount MBLL determines necessary to compensate MBLL for its actual or potential losses or liabilities resulting from such breach;
- (c) Notify any third parties MBLL determines to be appropriate in the circumstances including law enforcement agencies; and
- (d) Take legal action against you including the right to claim all legal costs and expenses in making such action.

### **9.02 Right to Withhold Prizes**

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

## **10.0 MBLL Errors**

You acknowledge that a number of circumstances may occur where a MBLL error occurs, including where MBLL accepts a Bet on a Game in error, awards a prize in error, credits your Account in error or processes a withdrawal from your Account in error. Such errors may arise from a computer malfunction or human error, including by a MBLL or Authorized Supplier employee or contractor. MBLL reserves the right to take all steps it deems necessary to correct such errors. In the event MBLL pays money to you in error you agree that you will hold such money in trust and return such money on demand to MBLL. You acknowledge and agree that when money paid to you in error is subsequently used for a Bet, MBLL may cancel such Bet and demand the return of any subsequent prize as also being held in trust for MBLL.

## **11.0 Limitation of Liability**

MBLL incurs no liability towards you as a result of a Force Majeure Event. In all other cases, whether the liability is contractual or in tort, including negligence on its part or that of its employees, or in the event of a technical malfunction caused by a failure of the Computer Systems or related technology, the liability of MBLL is limited, if the claim is based on a valid prize claim as determined by MBLL in its absolute discretion, to the cost of the prize or, otherwise, to the net loss of your participation in the Game in question that gave rise to the relevant liability, with net loss being the amount of your Bets for the Game less winnings from that Game. You agree that MBLL shall not be liable to you under any circumstances for a greater amount, including for any other alleged losses, costs or damages of any nature or type.

## **12.0 General**

### **12.01 Dispute**

In the event of a dispute arising out of a discrepancy between the information displayed on your screen, including but not limited to information about the outcome of a Game, and the information recorded in the Computer Systems, the information recorded in the Computer Systems will prevail.

### **12.02 Governing Law**

All aspects of your use of PlayNow.com, including this Player Agreement, are governed by and must be construed in accordance with the laws of Manitoba and Canada.

In accordance with applicable laws, all lottery wins of \$1,001.00 or greater will be reviewed prior to prize award/deposit into the Player Account.



### **12.03 Intellectual Property**

MBLL, BCLC and WCLC are the owners or licensees of their respective copyright, trademarks and all other intellectual property rights in and to all aspects of PlayNow.com, and the content therein. Notwithstanding anything else on PlayNow.com, or in this Player Agreement, Rules, Terms of Use, or Promotion Conditions, you acquire no rights in or to any such copyright, trademarks or other intellectual property rights.

### **12.04 Entire Agreement**

This Player Agreement and the applicable Rules, Terms of Use, and Promotion Conditions constitute the entire agreement and understanding between you and MBLL in relation to all aspects of your use of PlayNow.com.

### **12.05 Enforceability**

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

### **12.06 No Assignment**

Your Account cannot be assigned or transferred.

## Schedule A

### Definitions

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

**"Account"** means the Account assigned to you on Registration which records funds deposited, your betting activity and withdrawals. Your Account is not a bank account and is not insured by the CDIC. Any funds deposited to your Account will not earn interest;

**"Account Balance Limit"** means the maximum value of funds that you can maintain in your Account as determined by MBLL; the maximum value subject to change without notice;

**"Authorized Suppliers"** means BCLC and any other gaming entities that supply services and equipment related to PlayNow.com;

**"BCLC"** means British Columbia Lottery Corporation;

**"Bet"** refers to any purchase or wager made by a Player on PlayNow.com;

**"Chargeback"** means a request by a financial institution to MBLL to return funds as a result of a cardholder contacting the financial institution to initiate a refund for a payment transaction pertaining to your Account that was made using the card or an account associated with the card;

**"Computer Systems"** means the computer systems utilized by MBLL 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 MBLL's operation of its obligation in conducting, managing or operating Games under this Player Agreement, in whole or in part, arising or resulting from fire, flood, earthquake or other act of God, act of war, or other violence, failure of telecommunications, legislative changes, regulatory changes, riots, epidemics, or other calamity;

**"Fraudulent or Unfair Activities"** means:

- a. colluding with other third parties;
- b. using any automated device or software that makes decisions for you or takes the place of a live player; or

- c. otherwise engaging in unfair or fraudulent practices including activity that MBLL determines as an attempt to defraud MBLL, its Authorized Suppliers, or Players;

**"Game"** means any one of the mix of games to be offered by MBLL on PlayNow.com;

**"Inactive Account"** means an account which has no deposits and no Game Bets during a one year period;

**"MBLL"** means Manitoba Liquor and Lotteries Corporation;

**"Otherwise Prohibited"** means that an individual has been determined by MBLL in its sole discretion to be ineligible to register for or play on PlayNow.com;

**"Player"** means an individual who has satisfied the requirements of Registration and whose Account remains open pursuant to the terms of this Player Agreement;

**"Promotion Conditions"** means conditions established by MBLL that apply to promotions offered on PlayNow.com;

**"PlayNow.com"** means the website or mobile platform through which the Games are offered to a Player for play;

**"Receipt"** means a record issued of your Bet transaction which is deemed to be a receipt under the applicable Rules that govern the particular Game;

**"Registration"** means the process whereby you provide information to satisfy MBLL's requirements and, if approved, become a Player with an Account thereupon opened for you;

**"Rules"** means all rules and regulations as may be amended from time to time which apply to the Games offered by MBLL howsoever described, including rules and regulations, game conditions, and rules of play established by MBLL including, without limitation, those posted at [\[link to legal page\]](#) and other rules of play specific to certain types of Games that may otherwise be posted on PlayNow.com;

**"Terms of Use"** means the Playnow.com terms of use which can be found at [\[link to terms of use\]](#);

**"Token"** means Game vouchers offered by MBLL which can be used only for PlayNow.com betting and cannot be redeemed for cash or paid out from your Account;

"**WCLC**" means Western Canada Lottery Corporation;

"**Weekly Deposit Limit**" means the maximum amount of funds that you may deposit in any seven (7) day period, such maximum amount subject to change from time to time.