



# **INTERPROVINCIAL LOTTERY CORPORATION**

## **Rules and Regulations Respecting Lotteries and Lottery Tickets**

### **INTERPRETATION**

1. In these rules and regulations,
  - (a) "annuity" means a sum of money payable yearly or at other regular intervals;
  - (b) "claimant" means a person making a claim for the payment of a prize;
  - (c) "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;
  - (d) "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;
  - (e) "Corporation" means the Interprovincial Lottery Corporation;
  - (f) "distributor" means a person authorized by the Corporation or Regional Marketing Organization to distribute or sell tickets to retailers;
  - (g) "holder" means an individual having possession of a ticket;
  - (h) "individual" means a natural person;
  - (i) "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;
  - (j) "money prize" means a sum of money payable to the holder of a winning ticket;
  - (k) "person" includes a corporation and any other legal entity;
  - (l) "play element" means one or more numbers, one or more letters, one or more symbols, one or more images or any combination thereof;
  - (m) "prize" means a money prize or any other property or benefit to which the holder of a winning ticket is entitled;
  - (n) "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;
  - (o) "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 Inc.;
  - (p) "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;



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- (q) "retailer" means a person authorized by the Corporation or Regional Marketing Organization to sell tickets to the public;
- (r) "selection" means a play element or play elements chosen by an individual participating in a lottery or by computer on behalf of such individual and entitling such individual to participate in a lottery;
- (s) "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;
- (t) "valid ticket" means a ticket which is not void;
- (u) "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 and each Regional Marketing Organization may, at any time and at their 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 individual(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.



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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, or
- (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 neither the Corporation nor any Regional Marketing Organization shall have any obligation to pay or deliver a prize to its holder or, except as contemplated under Section 11, to refund to its holder 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 or of a Regional Marketing Organization.

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 has 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 he or she is an individual who 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;



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- (b) when requested, provides to the Corporation or the Regional Marketing Organization all consents in writing in the form required, granting to them (without any claim for broadcasting, printing, royalty or other rights or compensation) the right to publish the name, address, place of residence and a recent photograph reflecting a true current appearance:
  - (i) of the holder; and
  - (ii) if the holder is not the original purchaser of the winning ticket or if there is more than one holder of a winning ticket, of each purchaser, previous and current holder of the winning ticket;
- (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, 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. Related Parties 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 extra-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 extra-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 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, 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.

#### **ANNUITY PRIZES**

17. Where a money prize is payable in the form of an annuity, the following additional provisions apply:

- (i) Definitions
  - (a) "annuity payments" means the periodic payments made by the third party provider to the winner of an annuity prize who does not select the single lump sum cash payment option in accordance with Section ii hereof;
  - (b) "annuity prize" means a prize consisting of the issuance of an annuity (for a minimum period determined by the Corporation at its sole discretion) by a third party provider selected by the Corporation providing for annuity



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payments in accordance with the prize structure established by the Corporation for each game;

- (c) "third party provider" means a party or parties with whom the Corporation has entered into a contract to provide annuity payments to the winner of an annuity prize;
- (d) "winner" means the holder of a winning ticket who has satisfied the requirements of Section 13 hereof.

#### **(ii) Payment Options**

Subject to Section iii hereof, the winner of an annuity prize shall have the option to receive a single lump sum cash payment in lieu of annuity payments. The single lump sum cash payment will be a fixed amount, as determined by the Corporation in its sole discretion, in accordance with the prize structure of each game, and will extinguish the winner's entitlement to the annuity prize and all annuity payments. The prize option chosen by the winner shall be final and binding upon the winner and, if the winner fails to select one of these options (or fails to provide to the Corporation or to the third party provider, the information requested to process the annuity payments) within the time period specified by the Corporation or by the third party provider for doing so, the winner will be deemed to have selected the single lump sum cash payment option.

The Corporation will use reasonable efforts to obtain from a third party provider an annuity providing for the payment of the annuity payments. The Corporation will not be liable for any acts or omissions of such third party provider including, without limitation, total or partial non-payment. It shall be a condition of the selection of the annuity prize option that the winner of an annuity prize release and discharge the Corporation and the Regional Marketing Organization for the region where the ticket was issued from any claim, loss, expense or other liability arising from the annuity prize and the associated annuity payments, including, without limitation, total or partial non-payment by the third party provider. If the winner refuses or fails to provide the said release and discharge within the time period specified by the Corporation for doing so, the winner will be deemed to have selected the single lump sum cash payment option.

#### **(iii) Single Lump Sum Cash Payment**

The Corporation shall award the single lump sum cash payment (or equivalent, as determined by the Corporation) in lieu of the annuity prize in the event that:

- (a) the Corporation or the Regional Marketing Organization for the region where the ticket was issued is prohibited by law from paying an annuity prize to a winner; or
- (b) the winner has not attained the age of majority; or
- (c) the winner of an annuity prize resides outside any of the Provinces or Territories of Canada; or
- (d) there is more than one winner of an annuity prize or a winning ticket is shared by more than one person; or
- (e) the Corporation is unable to obtain an annuity from an annuity provider on terms and conditions it deems reasonable; or
- (f) in the opinion of the Corporation, the awarding of the annuity prize is impractical for either the Corporation or the winner of an annuity prize or for any other reason deemed justified by the Corporation at its sole discretion.

#### **(iv) Payment and Assignment of Annuity Payments**

The payment of annuity payments and any assignment thereof shall be governed by the terms and conditions of the annuity contract with the third party provider of the annuity. Subject to the above, neither an annuity prize (or any portion thereof), nor



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any entitlement or payment relating to an annuity prize, may be assigned, transferred, sold, loaned, leased, rented, pledged, mortgaged or hypothecated without the prior written consent of the Corporation.

(v) Tax Considerations

Neither the Corporation nor the third party provider make any representations regarding the tax liability of a winner as a direct or indirect result of the annuity payments nor will they provide, or accept any responsibility for providing, financial or tax advice to a winner.

The winner who selects to receive annuity payments shall be solely responsible for the payment of all Federal, Provincial and Territorial income taxes payable as a direct or indirect result of such annuity payments. However, the annuity contract between the Corporation and the third party provider will stipulate that the third party provider will calculate the gross amount of each of the annuity payments based on the highest marginal Federal (Canada) and Provincial or Territorial income tax rate in the Province or Territory in which the winner resides at the time the annuity prize is claimed (applicable to individuals according to the legislation then in force), to provide to the winner a net amount after payment of such Federal and Provincial or Territorial income tax approximately equivalent to the amount of the annuity prize offered for the game as at the date the annuity prize is claimed. No adjustment shall be made for any future change in the applicable Federal, Provincial or Territorial income tax rates or if the winner moves to a different Province, Territory or country.

The Corporation shall have no obligation to deliver an annuity prize or a single lump sum cash payment in lieu of annuity payments to a winner unless the winner releases and discharges the Corporation and the Regional Marketing Organization for the region where the ticket was issued from any claim, loss, expense or other liability arising from the annuity prize and the associated annuity payments, the single lump sum cash payment in lieu of annuity payments or the financial consequences, matters or issues affecting the winner in relation to the selection, non-selection or payment of the annuity prize and the associated annuity payments or the single cash payment in lieu of annuity payments.

### **CLAIMS**

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

- (a) 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;
- (b) provides to the Corporation or the Regional Marketing Organization such information and documentation as the Corporation or the applicable Regional Marketing Organization requests in order to permit them to investigate and determine whether the conditions set out in Section 13 are satisfied; 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.



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19. 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.

20. An individual 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 individual lawfully entitled to receive such prize, and such representation and warranty shall survive the awarding of the prize.

#### **GENERAL**

21. 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 or by a Regional Marketing Organization, 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 or by a Regional Marketing Organization, these rules and regulations shall prevail.

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

23. 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.

24. 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 or by a Regional Marketing Organization 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.

25. 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**

Adopted on this 29 day of September 2016