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This website is for the use of adults in the Province of Ontario, Canada. Lottery and charitable gaming products are only available to those persons 18 years of age and over, while casinos and slot facilities in Ontario are restricted to those persons 19 years of age and over.

This OLG.ca Player Agreement – Terms and Conditions of Use for OLG.ca contains the terms and conditions that govern the use of OLG's OLG.ca online gaming platform. By checking the "accept" box, an Intending Player, Prospective Player, or a Player is confirming that they understand and agree to be bound by the terms and conditions of this Agreement. If a Prospective Player, Intending Player, or a Player does not agree with any of the terms and conditions of this Agreement, the individual (i) is not permitted to register an account with OLG.ca, and (ii) if the individual already has a Player Account (as defined in Section 2 below), they are not permitted to log into their Player Account and play any Games or purchase any products that are offered on or through OLG.ca.

OLG reserves the right to revise this Agreement from time to time in such manner as OLG, in its sole discretion, determines to be appropriate.

OLG will post a notice on OLG.ca advising Players when this Agreement has been revised, and Prospective Players (prior to registering an account with OLG.ca), Intending Players (prior to completion of the registration for a Player Account) and Players (prior to logging into their Player Account) will be required to acknowledge and agree to be bound by the revised terms and conditions from and after that date. Each

Prospective Player, Intending Player, and Player is responsible for familiarizing themselves with all of the terms and conditions of this Agreement and ensuring that they understand and agree to be bound by them prior to registering an account with OLG.ca or logging-in to their Player Account.

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In the case of a Prospective Player, Intending Player, or a Player breaching or otherwise failing to comply with the terms and conditions of this Agreement, OLG will have the right to exercise any or all of the remedies described in this Agreement or otherwise available to it at law or in equity. Those remedies may include, for example, (i) the right to terminate a Prospective Player's, Intending Player's, or a Player's eligibility to register or maintain a Player Account, (ii) to lock, Suspend, and/or Deactivate a Player Account, and (iii) to retain any or all Unutilized Funds (as defined in Section 2 below) associated with a Player Account.

The following terms have the respective meanings specified below, and grammatical variations of such terms have corresponding meanings:

"AGCO" means the Alcohol and Gaming Commission of Ontario and the successors thereof;

"AGCO Standards" means the Registrar's Standards for Gaming and the Registrar's Standards for Gaming: Lottery Sector, as prepared and

issued by the Registrar of the AGCO, as amended or replaced from time to time;

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“AGCO iGaming Standards” means the Registrar’s Standards for Internet Gaming;

“Agreement” means this Player Agreement – Terms and Conditions of Use for OLG.ca, as amended or replaced from time to time by OLG;

“Bonus Funds” means a notional amount corresponding to Canadian dollars that is loaded into a Player Account by OLG. Bonus Funds, subject to the applicable Bonus Funds Terms, can be used by a Player to play Pay-to-Play Games or Draw-Based Lottery Games Played Online, or both, without charge to the Player;

“Bonus Funds Terms” has the meaning specified in Section 8.1. Subject to Section 3 of this Agreement, the Bonus Funds Terms are incorporated into and form part of this Agreement;

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“Business Day” means any day other than a Saturday, a Sunday, a statutory holiday in Ontario or any day on which banks are not open for business in Toronto, Ontario;

“Closed Account” means a Player Account that is described in Section 11.1;

“Close” or “Closure” means the act of a Player closing their Player Account as described in Section 11.1;

“Deactivate” or “Deactivation” means that a Player Account has been set to a Deactivated Account as described in Section 12.2;

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“Direct Pay” means the online payment for the purchase of Draw-Based Lottery Games Played Online (subject to system availability), executed through the permitted payment card of the Player without the need to fund the Player Account, rather than through the use of Unutilized Funds and/or Bonus Funds.

“Direct Pay Subscription Terms” means the terms and conditions applicable to a subscription for tickets for a Draw-Based Lottery Game Played Online made through Direct Pay in accordance with Section 5.

“Dormant Account” means Player Account that is described in Section 10.2 but does not include the Player Account of an individual registered for My PlayBreak;

“Draw-Based Lottery Game Played Online” means any of the games made available through OLG.ca from time to time that: (i) constitutes a “lottery scheme” for purposes of the Criminal Code (Canada), (ii) requires the Player to select a set of numbers or other play elements (whether chosen by the Player and/or randomly generated), and (iii) has its outcome or result being determined by a draw, but does not include any Pay-to-Play Game or any Play-for-Free Game.

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“Event” has the meaning specified in the applicable Pay-To-Play Game Rules;

“Excluded Individual” means an individual who is not permitted to register an account with OLG.ca or, if the individual already has a Player Account, to maintain that Player Account in an activated state, including:

“FINTRAC” means the Financial Transactions and Reports Analysis Centre of Canada and the successors thereof;

“Future Game Transaction” has the meaning specified in Section 5.3;

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“Games” means, collectively, Draw-Based Lottery Games Played Online, Pay-to-Play Games and Play-for-Free Games;

“iGaming System” means the system that is used by OLG for the purpose of registering and administering Player Accounts, facilitating the playing of Games by Players, and paying prizes;

“Inactive Account” means a Player Account that is described in Section 10.1 but does not include the Player Account of an individual registered for My PlayBreak;

“Live Stream” or “Live Streaming” means the real-time or near real-time audio-visual stream of a specific sporting match, game, competition, tournament or special event which a Player can access by meeting the eligibility requirements set out in Section 4.5;

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“Lottery Game Rules” means any terms, conditions, explanations, rules and procedures, including the prize structure, issued by OLG or the Interprovincial Lottery Corporation from time to time (in addition to this Agreement) which apply to a Draw-Based Lottery Game Played Online and which are designated by OLG as Lottery Game Rules. Subject to Section 3, the Lottery Game Rules are incorporated into and form part of this Agreement;

“Mobile Applications” means any application developed by or on behalf of OLG that Prospective Players and Players can install on their mobile device, such as mobile phone or tablet, and through which select Games are made available to eligible Players from time to time;

“Multi-Factor Authentication” has the meaning specified in Section 4.4.

“My PlayBreak” has the meaning specified in the Responsible Gambling and My PlayBreak Policy;

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“OLG” means Ontario Lottery and Gaming Corporation and the successors thereof;

“OLG.ca” means OLG’s websites and Mobile Applications through which select Games are made available to eligible Players from time to time;

“Pay-to-Play Game” means any of the games or products made available through OLG.ca from time to time that: (i) constitutes a “lottery scheme” for purposes of the Criminal Code (Canada), (ii) requires the Player to place a bet or make a wager as a condition to entering the game, and (iii) affords the Player a chance to win a Prize but does not include any Draw-Based Lottery Game Played Online or any Play-for-Free Game. Examples of Pay-to-Play Games include Sports Betting Games Played Online and casino style games such as roulette and slots;

“Pay-to-Play Game Rules” means the terms, conditions, explanations, rules and procedures (for example, how a Prize is won, the value and odds of winning Prizes for an individual Pay-to-Play Game, the Prize tiers within a Pay-to-Play Game) issued by OLG from time to time (in addition to this Agreement) which apply to a particular Pay-to-Play Game and which are designated by OLG as Pay-to-Play Game Rules. Subject to Section 3, the Pay-to-Play Game Rules are incorporated into and form part of this Agreement;

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“Player” means an individual (for certainty, other than an individual who is or becomes an Excluded Individual) who has successfully registered a Player Account that has not been Suspended, Deactivated, or Closed;

“Player Account” means a Player’s account of notional funds corresponding to Canadian dollars that is maintained on the iGaming System, and also includes the Player’s registration information, deposit and withdrawal transaction history, and game-play information that the Player can access through OLG.ca from time to time;

“Player Contact Information” means a Player’s contact information that is associated with a Player Account and stored in the iGaming System at the relevant time including, for example, the Player’s name, e-mail address, mailing address and telephone number;

“Player-Initiated Transaction” has the meaning specified in Section 10.1;

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“Play-for-Free Game” means any of the free games made available through OLG.ca from time to time that contain some the features of a “lottery scheme” for purposes of the Criminal Code (Canada) but do not afford a chance to win a Prize or require any payment to play;

“Player Support” means OLG.ca’s customer support services, which can be contacted in accordance with Section 18.1;

“Prize” means a prize won by a Player from a Game in accordance with the applicable Lottery Game Rules or Pay-to-Play Game Rules;

“Prospective Player” means any individual who visits OLG.ca but is not a Player;

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“Responsible Gambling and My PlayBreak Policy” means the OLG responsible gambling policy relating specifically to OLG.ca, as amended or replaced by OLG from time to time. Subject to Section 3, the Responsible Gambling and My PlayBreak Policy is incorporated into and forms part of this Agreement;

“Sports Betting Games Played Online” means Pay-to-Play Games made available through OLG’s online sports betting platform

“Suspend” or “Suspension” means that a Player Account has been set to a Suspended Account as described in Section 12.1;

“Time-based One-time Password” has the meaning specified in Section 4.4.

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“Unutilized Funds” means any notional funds corresponding to Canadian dollars that are credited to a Player Account, including Prizes but excluding Bonus Funds, that have not been used by the Player; and

“Username and Password” means a unique combination of identifiers created by a Player that is used by a Player to identify themselves to the iGaming System each time the Player wants to access their Player Account.

In the event of any conflict or inconsistency between any provision of this Agreement and any of such other terms, conditions, policies, statements and explanations, the order of precedence shall be in descending order of clauses i. to vi. above, except that this Agreement, any applicable website user agreement and any applicable mobile application user agreement shall rank below the applicable Lottery Game Rules and Pay-to-Play Game Rules for such purpose.

Only Players are allowed to play Draw Based Lottery Games Played Online, Pay-to-Play Games through OLG.ca. An individual who desires to become a Player (an “Intending Player”) must satisfy the following criteria, as determined by OLG in its sole discretion:

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Information that is submitted by an Intending Player who is registering an account with OLG.ca must be true, accurate and complete at the time it is provided to OLG and such information must remain true, accurate and complete following the registration of a Player Account. If any of such registration information changes following the registration of a Player Account, it is the Player's sole responsibility to ensure that the Player remains entitled to have a Player Account pursuant to the terms of this Agreement and, if necessary, to update the Player's information in the Player Account by going to the “My Account” or “Account Information” page.

The failure of a Player to update their Player Account information in a timely manner will constitute a material breach of this Agreement by the Player. Following the registration of a Player Account, if OLG discovers that any of the registration information associated with a Player Account which is then on file in the iGaming System is not true or is no longer accurate or complete (including, for example, because a Player's circumstances have changed and the Player did not update their information that is associated with the Player Account), OLG may take all steps in relation to the Player or the Player Account that OLG determines, in its sole discretion, to be appropriate. For example, these steps may include Suspending, or Deactivating the Player Account, investigating any security issues and, in the case of suspected or actual identity theft or fraud, disclosing all relevant information to the appropriate law enforcement authorities and other third parties that OLG determines to be appropriate (for example, the AGCO, OLG's payment processors, and credit card issuers and brands).

When registering for a Player Account, an Intending Player will be required to create a Username and Password. Following the registration of a Player Account, the Player is solely responsible for maintaining the security and secrecy of the Player's Username and Password, including related security or verification questions and answers. A Player is not permitted to disclose the Username and Password to any other individual (including, without limitation, other Players, Prospective Players, family members, or minors), and only the Player is permitted to use the Username and Password to log into the relevant Player Account. Without limiting the generality of the foregoing, a Player is not permitted to use their Username and Password for the purpose of giving any other individual access to the Player's Player Account for any reason. All transactions (for example, changes to registration information and Player Contact Information, deposits, withdrawals, Game play and lottery ticket purchases) made through a Player Account following the correct entry of a valid Username and Password will be deemed to have been made by the Player, and the Player will be solely responsible for all such transactions.

If a Player intentionally or unintentionally discloses their Username and Password to anyone else, or if the Player suspects that someone else might have discovered the Player's Username and Password (whether or not such other person has used or attempted to use the Player's Username and Password), the Player must immediately change their password on OLG.ca and notify Player Support regarding the compromise or possible compromise of the original Username and Password.

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A Player can change their password at any time by going to the “My Account” or “Account Information” page.

A Player has the option of enabling Multi-Factor Authentication as an additional verification factor to access their Player Account along with the use of a Player's Username and Password. “Multi-Factor Authentication” is an authentication method that requires the Player to input a Time-based One-time Password provided by that third-party application in addition to their Username and Password, to confirm the Player's identity when they attempt to sign-in to their Player Account. A “Time-based One-time Password” is a temporary password generated by a third-party application that can only be used once and within a certain period of time before it becomes invalid, at which point the Player will be required to input a newly generated Time-based One-time Password.

A Player may download any third-party authenticator application to their mobile device or desktop from Google Play or Apple's App store, including but not limited to Google Authenticator, Duo Mobile or Microsoft Authenticator. By choosing to download, access or use a third-party application, the Player accepts and agrees that there may be additional terms and conditions governing this application and it is the Player's responsibility to determine whether to accept and agree to such third-party terms and conditions. OLG shall not be liable for any direct or indirect damages resulting from the download, access or use of the third-party application selected by the Player in accordance with Section 14.1 and 14.2 of this Agreement.

A Player can access the details of their Player Account through the OLG.ca website by going to the “My Account” or “Account Information” page including, for example, to see the following information:

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If a Player discovers any inaccuracy or error in the information that is contained in their Player Account, or if the Player suspects that such an inaccuracy or error may exist, regardless of who is responsible for the inaccuracy or error, the Player is required to immediately contact Player Support.

OLG.ca is a lottery and gaming website meant for personal entertainment. A Player may only use their Player Account for these purposes. A Player may only use their Player Account for personal purposes. A Player is not permitted to use OLG.ca or any component thereof (including a Player Account) or any content included on OLG.ca for any business, commercial or public purpose or for any other purpose that OLG advises the Player from time to time is not permitted. Without limiting the generality of the foregoing, a Player may not, through chat or otherwise, display, provide or transmit any content that is deemed by OLG to be inappropriate (including by use of a nickname) or threaten bully or otherwise harass any other Player.

OLG may take all steps in relation to the Player or the Player Account that OLG determines, in its sole discretion, to be appropriate in respect of any hateful, discriminatory, sexist, violent, offensive or other inappropriate content. Without limiting the generality of the foregoing, OLG may, in its sole discretion, require that a nickname be changed, remove any content deemed to OLG to be non-compliant with the foregoing and/or Suspend or Deactivate the Player Account.

A Player Account is not the property of the Player and cannot be assigned or transferred to or shared with any other person by the Player for any purpose.

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To be eligible to access Live Streaming (subject to system availability) through their Player Account, a Player must, at the first instance and for the duration of their access: (a) be located in Ontario; and (b) meet at least one of the following requirements:

For certainty, a Player will lose any access they have to Live Streaming upon failing to meet the foregoing eligibility requirements.

Players may play certain Draw-Based Lottery Games Played Online by way of subscription provided a player has Unutilized Funds (or, subject to the relevant Bonus Fund Terms, Bonus Funds) in their Player Account, or by Direct Pay (subject to system availability) in accordance with the Direct Pay Subscription Terms, and otherwise complies with the terms of this Section 5 and the OLG Rules Respecting iGaming Lottery Games.

A ticket purchase transaction by a Player by way of subscription in accordance with this Section 5.3 is referred to as a “Future Game Transaction”.

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A Player who engages in, or attempts to engage in, Future Game Transactions is solely responsible for continually ensuring that:

Without limiting the generality of the foregoing, such Player must, in addition to complying with all of the other terms and conditions of this Agreement which are then in effect:

OLG does not undertake any obligation or responsibility for notifying a Player:

provided that the foregoing will not restrict OLG's ability to so notify a Player.

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In order to play Games (other than Play-for-Free Games) on OLG.ca, a Player is required to have a positive notional balance of funds in their Player Account. Notwithstanding the foregoing, a Player may purchase tickets for Draw-Based Lottery Games Played Online through Direct Pay on OLG.ca (subject to system availability). OLG will not extend credit to Players.

If, at the time that a bet, wager, or purchase is to be made in respect of a Game, a Player Account does not have sufficient funds available or a permitted Direct Pay payment card is not Funded, then the bet, wager or purchase will not be made and the Player's entry into the Game will be rejected. A Player is solely responsible for ensuring that their Player Account contains sufficient funds or their permitted Direct Pay payment card is Funded, as applicable, for a Game (including any Future Game Transaction). OLG does not undertake any obligation or responsibility for notifying a Player if they do or may have insufficient funds available or if their permitted Direct Pay payment card is or is not funded, to play a particular Game (including any Future Game Transaction) prior to rejecting the relevant transaction (provided that the foregoing will not restrict OLG's ability to so notify a Player).

In addition, subject to certain exceptions, any monetary Prizes from Games that are played through OLG.ca, including those Draw-Based Lottery Games Played Online funded through Direct Pay, will be loaded to the Player Account by means of a credit to the notional balance of such Player Account. The withdrawal of funds representing such Prizes from a Player Account will be subject to the terms and conditions of this

Agreement. Instructions for claiming non-monetary Prizes will be provided to Players by OLG from time to time.

A Player may: (i) fund their Player Account by depositing funds (in Canadian dollars only) with OLG; or (ii) complete a purchase for Draw-Based Lottery Games Played Online using Direct Pay, by means of:

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A Player may also fund their Player Account by depositing funds (in Canadian dollars only) with OLG by means of an Interac Online payment from a Player's bank account that the Player is an authorized user, as defined by the bank, to access for such purpose. When Interac Online is selected as the payment option, a Player will be redirected to the online banking website for their bank. OLG will not collect online banking login or password information. A Player should familiarize themselves with the terms and conditions that govern the use of their bank or financial institution's online banking website prior to using it to fund a Player Account, including whether the bank or financial institution will charge any fees relating to the use of Interac Online. All such fees are the Player's sole responsibility. Interac Online payments are not permitted for use in a purchase for Draw-Based Lottery Games Played Online using Direct Pay

A Player should familiarize themselves with the terms and conditions that govern the use of their chosen funding method prior to using it to fund a Player Account or for Direct Pay. OLG or its payment processing service providers may store Visa or Mastercard credit card, Visa Debit card, Debit MasterCard, or Interac Online (as applicable) information on servers located outside of Ontario, but within Canada. In addition, OLG and its payment processing service providers may use and disclose aggregated transaction information for various analytical purposes relating to their respective businesses (but not relating to a specific or identifiable Player). By using a payment method listed in 6.2(a)–6.2(c) or using Interac Online, to fund a Player Account or for Direct Pay, the Player expressly consents to OLG or its payment processing service providers, or both, storing such transaction information located on servers located outside of Ontario, but within Canada and using and disclosing aggregated transaction information for the purposes described in this paragraph.

No other means of funding the notional balance of a Player Account are permitted as of the date of this Agreement.

The merchant associated with any deposit transaction will be "Ontario Lottery and Gaming Corporation".

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Each time a Player uses a credit card, Visa Debit card, Debit Mastercard or Interac Online to make a deposit with OLG for purposes of funding the notional balance of a Player Account or for Direct Pay, they will be deemed to represent and warrant to OLG that the Player has all necessary rights and authority to use such credit card or the funds in the relevant bank account for such purposes, including in circumstances in which the credit card or bank account is jointly held with one or more other persons or is held by a person other than the Player.

OLG will hold a Player's monies that are deposited with OLG for purposes of funding the notional balance of a Player Account in a bank account or escrow account as trustee for the Player (not as banker or debtor). Notwithstanding anything to the contrary contained in this Agreement, OLG will deal with a Player's money that has been deposited with OLG as a trustee, and nothing contained herein shall create or give rise to any obligation on the part of OLG to repay any money to the Player as the Player's debtor. For the avoidance of doubt, a Player Account is not a bank account and, therefore, is not insured, guaranteed, sponsored or otherwise protected by any deposit or banking insurance system. Funds deposited with OLG for purposes of funding the notional balance of a Player Account, and monetary Prizes that are credited to a Player Account, will not accrue interest for the benefit of the Player, and the Player shall not be entitled to claim any interest from OLG in respect of any such funds.

In the event that any amount becomes owing to OLG by the Player under or in accordance with the terms of this Agreement, OLG shall have the right to deduct such amounts from the Player's Unutilized Funds and to adjust the notional balance of funds in the Player Account accordingly without the requirement for any advance or further notice to be provided to the Player by OLG.

In addition to any deposit limits established by a Player, OLG (in its sole discretion) may restrict a Player's ability to fund the notional balance of a Player Account or engage in Direct Pay, including but not limited to by

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Subject to the deposit limits set by OLG pursuant to this Section 6.3, a Player has the option to set, change or remove deposit limits for their Player Account applicable to the periods of time and in the manner contemplated in the Responsible Gambling and My PlayBreak Policy

A "Chargeback" occurs for the purposes of this Agreement when a credit or debit cardholder 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 OLG return the relevant funds.

If a Player funds the notional balance of their Player Account or completes a purchase using Direct Pay and thereafter a Chargeback occurs in respect of all or part of the transaction, OLG (or any of its third-party service providers) may take any or all of the following actions, in each case as OLG, in its sole discretion, determines to be appropriate: