



POOLS GAME CONDITIONS

These POOLS Game Conditions apply, until amended or revised, to the POOLS Game.

1. Rules

- 1.1. For any Retail Bet (as defined in these POOLS Game Conditions (the “*Game Conditions*”), this POOLS Game (“**POOLS**”) is governed by: (i) these *Game Conditions*; and (ii) the *Rules Respecting Lottery Games* (the “**Lottery Games Rules**”) of the Ontario Lottery and Gaming Corporation (the “**Corporation**”), which *Lottery Games Rules* are hereby incorporated by reference into these *Game Conditions*.
- 1.2. In the case of Retail Bets, to the extent of a conflict between these *Game Conditions* and the *Lottery Games Rules*, the conflict shall be resolved in accordance with the priority set-forth in Section 1.3 of the *Lottery Games Rules*.
- 1.3. For any Online Bet (as defined in these *Game Conditions*), POOLS is governed by: (i) these *Game Conditions*; and (ii) the Player Agreement (as defined in these *Game Conditions*), which Player Agreement is hereby incorporated by reference into these *Game Conditions*.
- 1.4. In the case of Online Bets, in the event of a conflict between the Bet Receipt, the Player Agreement, the Instructions, these *Game Conditions*, and the Regulations, such conflict shall be resolved in accordance with the following priority:
 - (a) the Regulations;
 - (b) these *Game Conditions*;
 - (c) the Instructions, if any;
 - (d) the Player Agreement; and
 - (e) the Bet Receipt.
- 1.5. For all POOLS transactions:
 - 1.5.1. POOLS is not necessarily associated with, sponsored by or authorized by, any sports league, member teams, team players, athletes, personalities or other affiliates in any way.
 - 1.5.2. POOLS is a separate and distinct game that is offered by the Corporation and is intended to be conducted separately and with a distinct set of terms and conditions from all other games offered by the Corporation. Without limiting the foregoing, the Corporation may, in its sole discretion, administer offers and promotions associated with POOLS from time to time.
 - 1.5.3. To the fullest extent permitted by law and without limiting any other section of these *Game Conditions*, the Corporation may, at any time and at its sole discretion, take whatever measure(s) or action(s) it deems to be appropriate in the circumstances to help ensure: (i) the integrity of POOLS; and/or (ii) that POOLS is administered in accordance with the Corporation’s interpretation of these *Game Conditions*.

2. Interpretation

- 2.1. Capitalized words used in these *Game Conditions* that are not otherwise defined herein have the meaning as those used in the *Lottery Games Rules* (for Retail Bets) and the Player Agreement (for Online Bets). Words in the singular shall include the plural.
- 2.2. The headings in these *Game Conditions* are for convenience of reference only and do not affect the interpretation of these *Game Conditions*.
- 2.3. In these *Game Conditions*:

“**Act**” means the Ontario Lottery and Gaming Corporation Act, 1999, as amended;

“**Auto Pick**” means a method of play where a Selection is randomly chosen for the Player for each Event on a POOLS Card;

“**Bet(s)**” -- see “**Wager(s)**” and “**Bet(s)**” below;

“**Bet Receipt**” means, for Online Bets, the digital record of a Player’s confirmed Wager and which is available in the Player’s open and/or settled Bet section(s) of the POOLS page of OLG.ca;

“**Box Play**” means a method of play whereby a Player selects both the Selection 1 win and Selection 2 win Results for a specified Event, or Events, listed on a POOLS Card. A Player may Box Play up to four (4) Events per individual POOLS ticket or Wager;

“**Close Date and Time**” means the time assigned to a POOLS Card, by the Corporation in its sole discretion, after which no further Wagering may occur with respect to that POOLS Card;

“**Complete Event**” means an Event that started on its originally Scheduled start date and played to the minimum point in the Event required as described in the individual Sport specific rules below;

“**Event**” refers to the specific match, game, competition, proposition, or special event;

“**Event Number**” means the number given to an individual Event offered for Wagering;

“**iGaming entity**” means any entity: (a) that is, directly or indirectly, a subsidiary or affiliate of an iGaming vendor and is also, as determined by the Corporation in its sole discretion, materially engaged in the provision of software, systems, products or services relating to the Corporation’s conduct and management of the POOLS game on OLG.ca; or (b) that

the Corporation or an iGaming vendor retains through a material contract, as determined by the Corporation in its sole discretion, to provide the Corporation or an iGaming vendor with software, systems, products or services relating to the Corporation's conduct and management of the POOLS game on OLG.ca;

"iGaming vendor" means the designated service provider(s) retained by the Corporation from time to time to provide software, systems, products or services relating to the Corporation's conduct and management of the POOLS game on OLG.ca;

"Incomplete Event" means an Event that did not start on its originally Scheduled start date or did not progress to the minimum point in the Event required as described in the individual Sport specific rules below, or was removed from the POOLS Card for any reason by the Corporation. With an Incomplete Event, both Selection 1 and Selection 2 will be marked as a winner;

"Instructions" means the information made available to Players on how to play POOLS, which may include, but is not limited to, the POOLS List, Selection Slip, OLG.ca, press release or otherwise;

"Online Bet" means a POOLS Bet placed online through an OLG.ca Player Account when available;

"Outcome(s)" mean specific betting predictions, relating to Events, which are available for Players to Wager on. These can be in the form of correct goal predictions, winning teams/players, number of points scored, etc. and will include specific odds associated to that Result;

"Overtime" / "Extra Time" means additional innings, periods, overtime or other such extra play as the Corporation may specify in accordance with the rules and regulations of the league or body governing that Event, but does not include Shoot-Outs, if any;

"Payout" refers to the funds paid to the Player for a winning Wager;

"Player" means a person who is eligible to participate in the POOLS game in accordance with the Act, the Regulations, the *Lottery Games Rules* (for Retail Bets), the Player Agreement (for Online Bets) and these *Game Conditions*;

"Player Agreement" means the Player Agreement Terms and Conditions of Use for OLG.ca, as amended or replaced from time to time by the Corporation;

"POOLS Card" means an individually numbered card consisting of a listing of up to sixteen (16) Events offered for Wagering, with each Event including two Outcomes, available online at OLG.ca and at the Corporation's lottery terminals at participating retailers;

"POOLS Card Number" means a number that identifies a POOLS Card that is currently available for Wagering or has been available for Wagering;

"POOLS List" means a periodic schedule of POOLS Cards, each organized by POOLS Card Number and made available by the Corporation for the purpose of Wagering on POOLS;

"POOLS List Number" means the number used to identify what POOLS List is currently offering POOLS Cards for the purpose of Wagering on POOLS;

"Push" means at the end of Regulation Time and Overtime / Extra Time, if any, the Result is a tie and the Result is not otherwise determined by a Shoot-Out (in the case of a hockey Event only, as applicable). The Result will be considered a Push where both Selection 1 and Selection 2 will be Settled as correct Results. An Event that ends in a Push will be deemed a Complete Event;

"Regulations" means the Regulations made under the Act;

"Regulation Time" / "Full-Time" means the period of play before any Overtime, Extra Time, or Shoot-Outs, if any;

"Result(s)" means a specified outcome of an Event for Settlement purposes as determined solely by the Corporation. "Resulted" has a similar meaning;

"Retail Bet" means a POOLS Bet placed at a retail location through a lottery retailer authorized by the Corporation;

"Scheduled" refers to the date and time when the Event will be played;

"Selection(s)" means a Player's choices of play elements, outcomes of play, or such other information specific to the POOLS game issued by the Corporation;

"Selection 1" refers to the Outcome in the Event listed in column 1 on the POOLS Card;

"Selection 2" refers to the Outcome in the Event listed in column 2 on the POOLS Card;

"Selection Slip" means a slip of paper or an electronic interface available through a mobile or web application used for the purpose of enabling the Player's Selection(s) when placing a Retail Bet, all as provided by the Corporation;

"Settlement" refers to the Corporation's processing of Results to validate a Wager and return any Payout; "Settled" has a similar meaning;

"Shoot-Out" means a series of shots taken by each participating team to determine the Result of the Event after Regulation Time and Overtime / Extra Time, if any;

"Single Play" means a method of play whereby a Player selects either the Selection 1 win or Selection 2 win for each one of the Events listed on a POOLS Card;

"Sport" means the athletic contest (e.g. football, baseball, hockey, basketball) or special event described on the POOLS Card;

"Void" means a Wager or ticket that neither wins nor loses. Subject to Section 4.6, for a Void Wager or ticket, the Wager amount will be refunded to the Player.

“Wager(s)” and “Bet(s)” have the meanings commonly assigned to them and may be used interchangeably. “Wagering” has a similar meaning;

“Winning Ticket” means a ticket or Wager that has the greatest number of correct results in relation to a POOLS Card, among all valid tickets and Wagers for that same POOLS Card, from the same POOLS List.

3. Game Participation

- 3.1. The Corporation shall, in its sole discretion, make available to the public a POOLS List with a schedule of POOLS Cards that each contains Events for Wagering and include the following information:
 - 3.1.1. the Sport;
 - 3.1.2. the POOLS List Number and POOLS Card Number;
 - 3.1.3. the Events upon which the POOLS game will be based;
 - 3.1.4. the Event Numbers;
 - 3.1.5. the date on which each Event is Scheduled to be played;
 - 3.1.6. the two (2) Outcomes in the Event, designated as Selection 1 and Selection 2, as determined by the Corporation, for each Event;
 - 3.1.7. the Close Date and Time of the POOLS Card; and
 - 3.1.8. any other pertinent information, as determined by the Corporation.
- 3.2. For Online Bets, a Player shall complete the applicable POOLS Card; For Retail Bets, a Player shall complete a Selection Slip using the applicable POOLS Card that the Player would like to play by marking the following information on the Selection Slip where indicated. Unless otherwise indicated below, the following applies to both Online Bets and Retail Bets:
 - 3.2.1. The POOLS Card Number applies only to Retail Bets. For Online Bets, the player shall select the applicable POOLS Card;
 - 3.2.2. Selection 1 win OR Selection 2 win for each Event. This method of play constitutes Single Play and the Wager amount shall be set at \$5; or
 - 3.2.3. Selection 1 win AND Selection 2 win to Box Play up to four (4) Events, and Selection 1 win OR Selection 2 win for the remaining Events.
 - 3.2.3.1. If a Player chooses to Box Play one (1) Event, both Selection 1 win and Selection 2 win must be selected for that Event, and it shall constitute two (2) separate and individual Selections of the POOLS Card, and the Wager amount shall be set at \$10.
 - 3.2.3.2. If a Player chooses to Box Play two (2) Events, both Selection 1 win and Selection 2 win must be selected for those two (2) Events, and it shall constitute four (4) separate and individual Selections of the POOLS Card, and the Wager amount shall be set at \$20.
 - 3.2.3.3. If a Player chooses to Box Play three (3) Events, both Selection 1 win and Selection 2 win must be selected for those three (3) Events, and it shall constitute eight (8) separate and individual Selections of the POOLS Card, and the Wager amount shall be set at \$40.
 - 3.2.3.4. If a Player chooses to Box Play four (4) Events, both Selection 1 win and Selection 2 win must be selected for those four (4) Events, and it shall constitute sixteen (16) separate and individual Selections of the POOLS Card, and the Wager amount shall be set at \$80.
 - 3.2.4. For both Online Bets and/or Retail Bets built online, a Player may also choose Auto Pick where a Selection will be randomly generated for each Event on the POOLS Card.
- 3.3. For Retail Bets,
 - 3.3.1. a Player shall complete a Selection Slip and present it to a retailer along with payment for the applicable Wager. The retailer shall, in such manner as the Corporation may determine, communicate to the Corporation the Player’s Selections as outlined on the Selection Slip. Upon receipt of this information, the Corporation shall deliver to the retailer and the retailer shall subsequently deliver to the Player a ticket which shall constitute a receipt for payment and record; or
 - 3.3.2. a Player can complete a POOLS Card and generate a unique barcode to be printed or stored on the POOLS mobile application that the Player then present to a retailer along with payment for the applicable Wager. The retailer shall, in such manner as the Corporation may determine, communicate to the Corporation the Player’s Selections as included in the unique barcode. Upon receipt of this information, the Corporation shall deliver to the retailer and the retailer shall subsequently deliver to the Player a ticket which shall constitute a receipt for payment and record.
- 3.4. For Online Bets, a Player must complete a POOLS Card, and make payment from their Player Account. Once payment has been received and confirmed by the Corporation, the Player will receive a Bet Receipt which will be displayed in the Player’s OLG.ca account.
- 3.5. Each ticket and Bet Receipt shall display:
 - 3.5.1. the POOLS List Number (Retail Bets only) and POOLS Card Number;
 - 3.5.2. the Sport;
 - 3.5.3. the Event Numbers and the Player’s Selections for each Event;
 - 3.5.4. the Scheduled date for each Event;
 - 3.5.5. the Wager amount;
 - 3.5.6. a unique identification number for that ticket or Bet Receipt; and
 - 3.5.7. any other pertinent information as determined by the Corporation.
- 3.6. The ticket or Bet Receipt, not the Selection Slip (if any), is the only valid receipt, and is only valid for the Events indicated on the ticket or Bet Receipt. Failure to fully or correctly include any of the foregoing information on the ticket or Bet Receipt could, in the sole discretion of the Corporation, result in the ticket or Bet Receipt being invalid. It is the sole responsibility of the Player to ensure all required information is present, accurate, and legible on the ticket or Bet Receipt. In the event of a dispute regarding the accuracy of information on a ticket or Bet Receipt, all determinations of the

Corporation (based on the information contained in the Corporation's central computer-controlled online system) shall be final and binding without right of appeal.

- 3.7. The Result of each Event shall be determined solely by the Corporation. The Corporation does not recognize protests, overturned decisions or amended Results. Once the Corporation has entered the Result into the Corporation's central computer-controlled online system it shall be final and binding, without right of appeal. Without limiting the foregoing, the Corporation, in its sole discretion and in order to ensure the integrity of POOLS, reserves the right to update or amend the Result of any Event at any time – including, but not limited to, after such time as the Result has been entered into the Corporation's central computer-controlled online system.
- 3.8. In baseball:
 - 3.8.1. Results for all Events include Overtime / Extra Time.
 - 3.8.2. A baseball game must start on its Scheduled start date. If it does not, the Event will be considered an Incomplete Event.
 - 3.8.3. A game must go five full innings (4 1/2 if the home team is ahead) to be considered a Completed Event. If a game is abandoned after five innings have been played, the score at the end of the last completed inning will be used to determine the Result, unless the home team is ahead, in which case the final official result will be used for Settlement purposes. If a game is abandoned before five innings (4 1/2 if the home team is ahead) have been played, it will be considered an Incomplete Event.
- 3.9. In football and college football:
 - 3.9.1. Results for all Events include Overtime / Extra Time.
 - 3.9.2. A football game must start on its originally Scheduled start date. If it does not, the Event will be considered an Incomplete Event.
 - 3.9.3. If an Event is abandoned, there must be five minutes or less left in Regulation Time for it to be considered a Complete Event. If the Event is abandoned before this time, it will be considered an Incomplete Event.
- 3.10. In golf:
 - 3.10.1. In the event any player in a 'Tournament Match-up' Event does not tee-off, that Event will be considered an Incomplete Event. Once a player has taken a single stroke in the tournament, they will be deemed to have participated in that tournament and that Event will be considered a Complete Event.
 - 3.10.2. For 'Tournament Match-up' Events, in respect of two-player match-ups for the same tournament:
 - (a) if both players either make the cut and complete all four rounds of the tournament or miss the cut and only play two rounds of the tournament, the player with the better score will be the Result;
 - (b) if one player is disqualified from or withdraws from the tournament at any time and the other player is not disqualified from or does not withdraw from the tournament, the latter player will be the Result regardless of their final score;
 - (c) if one player makes the cut and the other player misses the cut, the player who makes the cut will be the Result regardless of their final score and whether or not they are disqualified from or withdraw from the tournament during the third or fourth round; and
 - (d) if both players either make the cut or miss cut and both players are disqualified from or withdraw from the tournament, the player who is disqualified or withdraws last will be the Result.
 - 3.10.3. All Results in respect of the 'Tournament Match-up' Event are final for Settlement purposes once a player has completed the tournament, as applicable, and signed their scorecard. A player disqualification after this point will not affect Settlement in respect of these Events.
- 3.11. In hockey:
 - 3.11.1. Results for all Events include Overtime / Extra Time and Shoot-Out.
 - 3.11.2. A hockey game must start on its originally Scheduled start date. If it does not, the Event will be considered an Incomplete Event.
 - 3.11.3. If an Event is abandoned, there must be five minutes or less left in Regulation Time to be considered a Complete Event. If the Event is abandoned before this time, it will be considered an Incomplete Event.
- 3.12. In basketball and college basketball:
 - 3.12.1. Results for all Events include Overtime / Extra Time.
 - 3.12.2. A basketball game must start on its originally Scheduled start date. If it does not, the Event will be considered
 - 3.12.3. incomplete.
 - 3.12.4. If an Event is abandoned, there must be five minutes or less left in Regulation Time to be considered a Complete Event. If the Event is abandoned before this time, it will be considered an Incomplete Event.
- 3.13. The Corporation reserves the right, in its sole discretion, to deem an Event to be an Incomplete Event when at least one (1) of the following criteria is met:
 - 3.13.1. Except for Baseball, the Event is not completed within the 36 hours of the original Scheduled time;
 - 3.13.2. For Baseball, if the Event does not start on its Scheduled start date; or
 - 3.13.3. The Event commences before the Close Date and Time or before the Corporation has ceased accepting Wagers thereon.
- 3.14. Without limiting Section 3.12, when two (2) Events between the same two (2) participants are played in one (1) day, in whole or in part, neither the first nor the second Event will be considered the Event originally Scheduled for that date, and the Event originally Scheduled for that date will be considered an Incomplete Event.
- 3.15. When an Event selected by a Player is deemed an Incomplete Event (as determined by the Corporation in its sole discretion), the Event shall be deemed to be a correct Result for both Selections.
- 3.16. For Wager acceptance for Online Bets, the following applies:

- 3.16.1. All Wagers are final. A Player may not cancel their Wager or obtain a refund if they have placed and paid for the Wager. Wagers cannot be resold or transferred by the Player to any other person.
 - 3.16.2. The contract between the Corporation and a Player is evidenced by the information recorded in the Corporation's central computer-controlled online system, and is not evidenced by a Selection, the Wager confirmation message or the Bet Receipt. If: (a) there is any conflict between the information in the Corporation's central computer-controlled online system and the information contained or available in, or displayed on, OLG.ca, the Wager confirmation message or the Bet Receipt; or (b) there is any information in the Corporation's central computer-controlled online system that is not contained or available in, or displayed on, one or more of OLG.ca, the Wager confirmation message or the Bet Receipt; then the information in the Corporation's central computer-controlled online system will govern.
 - 3.16.3. A Player is responsible for:
 - (a) confirming a Selection(s) before placing a Wager;
 - (b) ensuring they have a valid Bet Receipt as evidenced by the Wager confirmation message displayed within their Player Account; and
 - (c) ensuring the existence, completeness and accuracy of the information displayed within their Player Account (including, without limitation, all purchase confirmations).
 - 3.16.4. The Corporation assumes no responsibility for communicating to a Player that there is, or is not, a confirmation of a Wager (accurate, inaccurate, or otherwise) displayed within their Player Account.
 - 3.16.5. The Corporation assumes no responsibility for any conflict between, or errors or omissions in, the Wager confirmation or Bet Receipt and shall rely solely on the information recorded in the Corporation's central computer-controlled online system for determining how Payouts will be awarded.
 - 3.16.6. A Player is deemed to hold a valid POOLS Wager if: (a) payment is received by the Corporation at the time of Wager confirmation; (b) the Wager is recorded in the Corporation's central computer-controlled online system; and (c) the Player otherwise complies with the Act, the Regulations, these Game Conditions, the Instructions and the Player Agreement.
- 3.17. For Wager acceptance for Retail Bets, the Lottery Games Rules apply.
- 3.18. Other Sports
- 3.18.1. The Corporation may, from time to time and at its sole discretion, offer POOLS Cards on Events from Sports not listed above.
 - 3.18.2. An Event must be played in full to be considered a Complete Event. If it is not, the Event will be considered an Incomplete Event. Unless otherwise stated, all Events include Overtime and Shoot-outs, if played. An Event must be played at the originally intended venue to be considered a Complete Event. If there is a change in venue, the Event will be considered an Incomplete Event. If an Event is not played within 36 hours of its original Scheduled start time, it will be considered an Incomplete Event.
 - 3.18.3. Situations may arise which, from time to time, have not been specifically addressed herein. In absence of relevant conditions, such Events and situations will be Settled on a basis which conforms as closely as is reasonable to these conditions, and by reference to similar Events in regularly covered Sports. The Corporation's decision as to where parallels may most fairly be drawn shall be final.

4.0 Prizes and Prize Structure

- 4.1. The POOLS prize pool for a particular POOLS Card shall be sixty percent (60%) of the total Wagers made for that POOLS Card, in dollars, as calculated by the Corporation, of all valid tickets issued for that POOLS Card, subject to Section 4.5. The Corporation, in its sole discretion, may at any time change the percentages comprising any prize pool.
- 4.2. The potential prize for a Winning Ticket is calculated by taking the POOLS prize pool for the POOLS Card and dividing it by the total number of Winning Tickets for that POOLS Card. By way of example only: (i) if there is only one (1) Winning Ticket for a POOLS Card, then the Player associated with that Winning Ticket would be eligible to receive the entire amount of the POOLS prize pool for that POOLS Card; and (ii) if there are only two (2) Winning Tickets for a POOLS Card, then the Player associated with each Winning Ticket would be eligible to receive fifty per cent (50%) of the POOLS prize pool for that POOLS Card. Prizes will be rounded to the nearest ten (10) cents or multiple thereof. Where the number of cents is less than five (5), the number shall be rounded down and where the number of cents is five (5) or more, the number shall be rounded up. The calculation by the Corporation of the amount of any and all prizes shall be final and binding without right of appeal.
- 4.3. The Corporation will cancel a POOLS Card if six (6) or fewer Events on that POOLS Card are considered Completed Events by the Corporation; and a Player's Wager in relation to that POOLS Card shall be refunded and none of the tickets based on that POOLS Card will be considered Winning Tickets, and no prize(s) will be awarded.
- 4.4. The Corporation, in its sole discretion, may delay entering results into the Corporation's central computer-controlled online system and/or the awarding of prizes, to the extent necessary, for purposes of taking whatever measures the Corporation deems necessary to help ensure the integrity of POOLS.
- 4.5. The minimum prize payout for any Winning Ticket shall be \$5.50.
- 4.6. Without limiting the provisions in the *Lottery Games Rules* applying to Retail Bets, for Online Bets:
 - 4.6.1. The Corporation reserves the right to satisfy itself as to the validity of any Payout or Wager, by means of such authentication and validation tests, requirements and procedures as it may from time to time determine, and to declare that a Payout or Wager that does not pass, meet, or fulfil such tests, requirements or procedures is Void.
 - 4.6.2. A Payout will only be paid to the registered Player. Neither a Payout (or portion thereof), nor any entitlement or payment relating to it, may be assigned, transferred, sold, loaned, leased, rented, pledged, mortgaged, or hypothecated, by any winner.
 - 4.6.3. The Corporation is not responsible for providing financial or tax advice.
 - 4.6.4. The Corporation incurs no liability toward anyone in the case of an act of God, fortuitous event, or force majeure. In such circumstance the Corporation may (a) cancel or suspend Wagering on any Event; (b) temporarily amend its policies and procedures; and/or (c) issue Instructions that it deems necessary, in its sole discretion, to ensure the integrity or proper operation of POOLS. In all other cases, whether the liability is contractual or in tort, including negligence on the part of the Corporation or its third-party providers (including iGaming vendors and iGaming entities) or their respective employees, the liability of the Corporation is limited, if the claim is based on a valid

winning Wager, to the Payout amount of such Wager. If the claim is not based on a valid winning Wager, the liability of the Corporation is limited to the amount paid for the Wager.

4.6.5. The Corporation will not pay out on Wagers that are Void unless the Corporation, in its sole discretion, deems it appropriate to do so. Wagers are Void if cancelled, produced in error, not recorded in the Corporation's central computer-controlled online system, not paid for, payment is not received or debited, or issued or acquired in violation of the Act, the Regulations, these Game Conditions, or the Player Agreement.

4.6.6. Any purported Payout on a Void Wager without the Corporation's authorization shall at all times remain the property of the Corporation.

5.0 Claims

5.1 For Online Bets:

5.1.1 Prior to the Corporation paying a winning Wager to the Player, the Corporation reserves the right to satisfy itself that a claimant is entitled, and will remain entitled, to a Payout and is the registered Player who placed the winning Wager through their Player Account.

5.1.2 A winner is deemed to represent and warrant to the Corporation (at the time a Payout is made to a winner) that: (a) they are the registered Player who placed the winning Wager through their Player Account; (b) they have complied with the Act, the Regulations, these *Game Conditions*, Instructions and Player Agreement; and (c) upon payment or receipt of the Payout, they are deemed to release, indemnify and save the Corporation harmless from any and all claims of every kind with respect to the Payout, the calculation thereof, and the payment thereof (including any income taxes and related penalties and fines). Such representation and warranty shall survive the payment of the Payout, and the Corporation may in its sole discretion set off any portion of the Payout in furtherance of such indemnity. The Corporation may, without liability, rely solely on the personal information contained in a Player Account to determine that the Player is the person who placed the winning Wager and to determine entitlement to any Payout.

5.1.3 The Corporation reserves the right to intercept, in whole or in part, one or more prizes in accordance with applicable family legislation, as amended from time to time, and will be held harmless from any claims in respect of this action.

5.2 For claims relating to Retail Bets, the "Claims" section of the *Lottery Games Rules* applies.

6.0 Collusion, Cheating, Fraud and Criminal Activity

6.1 Each Player is prohibited from engaging in, and is required to immediately notify the Corporation upon becoming aware that another Player is or may be engaging in, any form of collusion, cheating, fraud or criminal activity or otherwise exploiting an unfair advantage involving POOLS.

6.2 For the purposes of these Game Conditions, as examples only, collusion includes any of the following:

- (a) having access to non-public/exclusive information related to an Event, or having the potential to impact the outcome of an Event or bet type, in respect of any Event overseen by the relevant Event governing body;
- (b) having sufficient authority to influence the outcome of an Event (including, without limitation, athletes, coaches, managers and owners), in respect of any Event overseen by the relevant Event governing body;
- (c) being an owner of an Event governing body or an Event member team, in respect of any Event overseen by that governing body or any event in which a member team of that governing body participates; or
- (d) compiling betting odds for any Event in which one is involved.

6.3 Each Player hereby represents and warrants to the Corporation that the examples in paragraphs (a), (b), (c) and (d) of Section 6.2 do not apply to them and that they otherwise have not engaged in any form of collusion, cheating, fraud or criminal activity or otherwise exploited an unfair advantage involving POOLS. The Corporation will use reasonable efforts to detect and prevent any such collusion, cheating, fraud or criminal activity by Players or the taking of any unfair advantage by Players, but in the event that any such activity occurs and another Player incurs any loss or damage, the Corporation will not be liable for any such loss or damage.

6.4 The Corporation shall have the right to notify all third parties which the Corporation, in its sole discretion, determines to be appropriate in the event of any actual or suspected collusion, cheating, fraud or criminal activity by any Player or the taking of any unfair advantage by any Player, including the appropriate law enforcement authorities and other third parties that the Corporation determines to be appropriate (for example, police services, the Alcohol and Gaming Commission of Ontario, the Corporation's third-party providers, Event governing bodies, other operators/providers of sports betting platforms, and credit card issuers and brands).

7.0 Settlement and Payout

7.1 The Corporation may elect not to pay out on a Wager or ticket if the Corporation, in its sole discretion, has reasonable grounds to believe that a Player has engaged or participated, at any time, in any form of collusion, cheating, unfair, fraudulent, or criminal activity in any way relating to POOLS.

7.2 Subject to the Lottery Games Rules, in the event that a Wager or ticket is Void, or deemed to be Void, the Corporation may, at its sole option: (a) Void any number of Selections on a Wager or ticket; or (b) Void the entire Wager or ticket, in which case the Corporation will provide a refund in the amount paid for the Void Wager or ticket.

8.0 General

8.1 The Corporation makes no representations of any kind whatsoever about OLG.ca or the Corporation's central computer-controlled online system used to conduct POOLS games and shall not be liable for any loss or damage suffered by any person as a result of the operation of OLG.ca or the Corporation's central computer-controlled online system, the failure of OLG.ca or the Corporation's central computer-controlled online system to operate properly or at all, or the failure of the Corporation, its vendor(s) or any of the Corporation's service providers to process or record a purchase, process, receive or record a payment for a Wager, display an accurate purchase confirmation in such person's Player Account, or otherwise complete a transaction.

- 8.2 The Corporation may offer one or more online casino or lottery games, including lottery games offered by the ILC, as part of a promotion. In such case, the Corporation shall make the information available in such manner as the Corporation may determine.
- 8.3 In the event any provision of these *Game Conditions* or of the conditions and explanations appearing on a ticket or on OLG.ca or of such other conditions as are established by the Corporation 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.
- 8.4 These *Game Conditions* shall be governed by, subject to and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable therein. The courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or other legal proceedings based on or arising out of these *Game Conditions*.
- 8.5 Where these *Game Conditions* provide for the exercise of discretion by OLG, that discretion will be exercised consistent with all regulatory requirements which may include prior regulatory approval.

9.0 Miscellaneous

- 9.1 The Corporation may amend these *Game Conditions* at any time and in any manner, without prior notice.
- 9.2 These *Game Conditions* come into effect on July 12, 2022 (or such later date as may be specified by the Corporation) and supersede all previous *Game Conditions*.

ONTARIO LOTTERY AND GAMING CORPORATION

Revised, this July 12, 2022

Please contact the OLG Support Centre at 1-800-387-0098 with any questions related to POOLS.

Ce document est aussi disponible en français en composant le 1 800 387-0098.