



PlayNow Player Agreement

This PlayNow Player Agreement (the “Player Agreement”) governs all aspects of your use of PlayNow, including any transactions you may complete or attempt to complete using PlayNow. This Player Agreement is between you and Saskatchewan Indian Gaming Authority Inc. (“SIGA”).

PLEASE READ THIS PLAYER AGREEMENT CAREFULLY. By using PlayNow, you acknowledge your full understanding and acceptance of the terms contained within this Player Agreement and confirm that: (a) you are at least 19 years of age; (b) you are a resident of Saskatchewan; and (c) you will not bet, wager, or purchase any Games while you are physically located outside Saskatchewan.

SIGA reserves the right to revise this Player Agreement from time to time in such manner as SIGA, in its discretion, determines to be appropriate. In addition, SIGA has the right at any time and in its discretion to amend any Rules, Terms of Use, Loyalty Program Terms and Conditions, Promotion Conditions and Privacy Statement (collectively referred to as the “Additional Terms and Conditions”). Upon changing the terms of this Player Agreement or the Additional Terms and Conditions, SIGA will post the updated version(s). You are responsible for periodically reviewing the terms of the Player Agreement and Additional Terms and Conditions as they appear on PlayNow and discontinue using your Account if you do not agree to any changes made to the Player Agreement or Additional Terms and Conditions. Your continued use of PlayNow following such changes constitutes your acceptance of the Player Agreement and any Additional Terms and Conditions in force at the time. In addition, you understand and agree that we may be required to update the operation of PlayNow, from time to time, in accordance with applicable laws and regulations.

1.0 Introduction

1.01 Definitions and Interpretation

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

1.02 Context

SIGA offers residents of Saskatchewan, who are 19 years of age or older, the opportunity to register for an Account and, if approved, be granted an Account on PlayNow. The approval is at the discretion of SIGA to play Games offered on PlayNow. The services of SIGA's online gambling are provided by BCLC. SIGA has the right at any time and at its discretion to, without notice, discontinue or limit the Games offered through PlayNow or to modify the way Games are offered.

1.03 Rules

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



1.04 Legal Roles

SIGA operates PlayNow for the purpose of marketing and offering Games to Saskatchewan residents over the internet or through a mobile application, as the case may be, using BCLC as a service provider. These Games include the Games authorized by SIGA including, without limitation, casino, poker, and sport.

2.0 Registration

2.01 Registration Requirements

To become a Player permitted to play any Games on PlayNow you must be a Registered Player.

2.02 Eligibility

In order to become a Registered Player and be permitted to make any Bets, you must:

- a) be at least 19 years of age;
- b) be a resident of Saskatchewan;
- c) be physically located within Saskatchewan;
- d) not be involuntarily excluded from, or enrolled in a voluntary self-exclusion program available at any casino or gaming venue in Saskatchewan in which SIGA or Saskatchewan Gaming Corporation has an operational role including, but not limited to, PlayNow;
- e) not be Otherwise Prohibited;
- f) agree with this Player Agreement as amended from time to time; and
- g) not be acting for or on behalf of anyone other than yourself.

SIGA and/or Authorized Suppliers, in their discretion, may require additional information or documentation from you prior to completing the registration of an Account or at any time thereafter, including for the purposes of confirming your identity and investigating any suspected breaches of this Player Agreement (including any suspected fraudulent or dishonest activity). A failure by you to satisfy any of the foregoing will constitute a breach of this Player Agreement.

2.03 Setting of Deposit Limit

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

2.04 True, Accurate and Current Information

You must provide SIGA and/or Authorized Suppliers with accurate and current Account



information, and immediately update your Account information with any changes to ensure such information remains true, accurate and complete.

2.05 SIGA's Absolute Discretion to Refuse, Suspend or Close Your Account

SIGA and/or Authorized Suppliers have the right at any time without notice and in its discretion to refuse to grant, suspend, or close your Account if you breach or are suspected of breaching any term of this Player Agreement, any term of the Additional Terms and Conditions, or for any other reason if SIGA and/or Authorized Suppliers in their discretion deem 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 for any other purpose including business or commercial purposes.

3.02 Interfere With Games

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

3.03 Game Errors

You acknowledge that a number of circumstances may occur that can cause or contribute to an error. Such errors may arise from computer malfunction or human error, including by SIGA or an Authorized Supplier, or an employee or contractor of SIGA or an Authorized Supplier. As examples only, errors may include:

- a) where a Bet on a Game is accepted in error, awards a prize in error, or processes a withdrawal from your Account in error.
- b) where any Additional Terms and Conditions are misstated;
- c) where SIGA or an Authorized Supplier credits an Account, thereby increasing the amount of unutilized funds, as a result of a manual or computer input error;
- d) malfunction of a Game; or
- e) where SIGA or an Authorized Supplier deposits into a player's bank account an amount that is greater than the amount of unutilized funds in a player Account.

If you become aware of any error, you must report the error to SIGA immediately. Further, you agree not to take advantage of any such error.



SIGA reserves the right to take all steps it determines are necessary or appropriate in the circumstances to correct such errors, and SIGA's decisions shall be final and binding. In the event SIGA pays money to you in error, you agree that you will hold such money in trust and return such money on demand to SIGA. You acknowledge and agree that when money paid to you in error is subsequently used for a bet, wager or purchase, SIGA may cancel such bet, wager or purchase and demand the return of any subsequent prize as also being held in trust for SIGA.

Neither SIGA nor any of its employees, agents or service providers shall be liable for any loss incurred by you that results from any error, including any loss of winnings that results from a forfeiture thereof by you as a result of the error. SIGA shall use reasonable efforts to notify you if any error has adversely impacted you or if the correction of any error adversely impacts you.

3.04 Your Obligations

In addition to any other requirements, as stated in this Player Agreement or any Additional Terms and Conditions, you will:

- a) only use your Account, place Bets on PlayNow when physically located within Saskatchewan. If you are no longer a resident of Saskatchewan, you must deactivate your Account;
- b) not place Bets when involuntarily excluded from, or enrolled in a voluntary self-exclusion program available at any casino or gaming venue in Saskatchewan in which SIGA or Saskatchewan Gaming Corporation has an operational role; and
- c) satisfy any requirements SIGA and/or Authorized Suppliers may have from time to time, including confirming your identity.

3.05 Prohibited Activities

You are prohibited from engaging in any form, both actual and attempted, of collusion, cheating, fraud, or criminal activity, any other activity deemed inappropriate by SIGA and/or Authorized Suppliers, or otherwise exploiting an unfair advantage involving any Game or other component of PlayNow ("**Prohibited Activities**"). Individuals found to have engaged in Prohibited Activities will not be entitled to receive any winnings.

For the purposes of this Player Agreement, as examples only, Prohibited Activities include:

- a) fraud including the unauthorized use of a credit card as a source of funds to be deposited to the credit of an Account or to initiate a purchase;
- b) criminal activity including money laundering;
- c) game manipulation;



- d) using any automated device or software that makes decisions for you or takes your place as a live player;
- e) exploiting any errors, faults, or loopholes in the software used in connection with the operation of PlayNow; and
- f) in the case of sports betting, Prohibited Activities include:
 - i) having access to non-public/exclusive information related to an event that may provide an individual with an advantage in such event or has the potential to impact the outcome of an event or bet type in respect of any sport/event overseen by the relevant sport/event governing body;
 - ii) placing a Bet on an event, or colluding with anyone to do so, when you have been an athlete, coach, manager, owner, league employee, support personnel, (e.g. without limitation, team physicians), or any other individual who could sufficiently influence or have inside knowledge of gameplay for such event or who is otherwise prohibited from placing a bet on such event by a sports governing body;
 - iii) being prohibited from participating pursuant to a court order; or
 - iv) being an employee or consultant of SIGA and breaching any rules or policies as it relates to the use of PlayNow.

If you suspect a player is engaging in Prohibited Activities, you must report this to SIGA immediately. You acknowledge that playing online Games poses inherent risks, including the risk that other players are engaging in Prohibited Activities involving any Game or any component of PlayNow. SIGA, or its Authorized Suppliers, will use reasonable efforts to detect and prevent Prohibited Activities by players or the taking of any unfair advantage by players, but in the event that any such activity occurs, SIGA and its Authorized Suppliers will not be liable for any losses or damages incurred by you due to Prohibited Activities of others.

SIGA may seek criminal sanctions and contractual remedies against any individual involved in fraudulent, dishonest, or criminal acts via or in connection with PlayNow. SIGA and/or Authorized Suppliers may withhold payment to any individual where any of these are suspected or where the payment is suspected to be for the benefit of a third party.

SIGA reserves the right to notify all third parties which SIGA, in its sole discretion, determines to be appropriate in the event of any actual or suspected Prohibited Activities by any player or the taking of any unfair advantage by any player, including the appropriate law enforcement authorities and other third parties that SIGA determines to be appropriate (for example, police services, SIGA's payment processors, event governing bodies, other operators/providers of sports being platforms, financial institutions, and credit card issuers and brands).



4.0 Account

4.01 Login Credentials

For your security, you will be required to enter a unique username or your email address and password (“**Login Credentials**”) prior to accessing your Account. You are responsible to keep your Login Credentials confidential and not share them with others. SIGA and Authorized Suppliers are 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 Login Credentials, when you use biometric authentication functionality (such as fingerprint or facial recognition) to log in to your Account, or where you use software or internet browsers which automatically save or enter your Login Credentials.

If you suspect that someone else might have discovered your Login Credentials (whether or not such other person has used or attempted to use your Login Credentials), you must immediately change your password on PlayNow and notify Customer Service regarding the compromise or possible compromise of the original Login Credentials.

Your browser might also use “cookies” or similar tools to keep you logged in. It is your responsibility to make sure your browser settings are secure.

Login Credentials can be changed anytime by going to “My Account”.

4.02 Email Address

You must provide an active email address to be associated with your Account to receive email notifications and account verification from SIGA and/or Authorized Suppliers relating to your Account. It is your responsibility to keep your associated email account secure and to monitor your email account on a regular basis.

4.03 One Account

You may hold only one (1) Account. You are not permitted to share your Account or Login Credentials with any individual(s). Only the Player, acting on his or her own behalf, is permitted to use the Account.

The registration or attempted registration of more than one Account, and the sharing of an Account will constitute a breach of this Player Agreement.

4.04 Third Party Registration Verification

SIGA may, from time to time, disclose an individual's registration information to third party service providers for the purposes of confirming that your registration information is and remains true and accurate, in addition to other purposes as outlined in the PlayNow Privacy Statement. SIGA and/or Authorized Suppliers may, at any time in its discretion, request additional information and documentation from a person for this purpose.



4.05 Account Funding

You must have sufficient funds in your Account in order to complete a Bet or play a Game. If your Account does not have sufficient funds when the Bet, or attempt to play a Game is made, then the Bet or Game entry will not be made and entry into the Game will be rejected. You are solely responsible for ensuring that your Account contains sufficient funds for participating in a Game (including any future Game transactions), and SIGA and its Authorizes Suppliers do not undertake any obligation or responsibility for notifying you if you do or may have insufficient funds available to play a particular Game prior to rejecting the relevant transaction (provided that the foregoing will not restrict SIGA's ability to notify a Player).

4.06 Account Holder or Authorized User

For all deposit methods involving an issuing financial institution (e.g. debit card, credit card, Interac online, PayPal, and online bill payments), you must be the primary account holder or an authorized user recognized by the issuing financial institution. On request, you must provide SIGA and/or Authorized Suppliers with such information and documentation as SIGA and/or Authorized Suppliers determine necessary to enable SIGA and/or Authorized Suppliers to verify your status as primary account holder or authorized user with the issuing financial institution. If you fail to comply with these obligations, SIGA and/or Authorized Suppliers may close your Account and notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy SIGA has or may have, SIGA may, without notice to you, set off or recoup any liability it owes to you against any liability for which SIGA determines you are liable to SIGA and/or Authorized Suppliers, whether either liability is contractual or in tort, including negligence, arising under this Agreement.

4.07 Limits on Deposits

You cannot deposit more than the Weekly Deposit Limit.

4.08 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 SIGA and/or Authorized Suppliers may initiate an Account withdrawal on your behalf. SIGA and/or Authorized Suppliers may, from time to time, change the amount of the Account Balance Limit.

4.09 Closing of Account by SIGA

SIGA and/or Authorized Suppliers may close your Account if it is an Inactive Account. In the event that SIGA closes your Account, you must provide SIGA with the information SIGA requires to facilitate delivery of the balance of the Account to you (deducting the value of any Tokens or other free play credits) within the timeframe specified by SIGA.



4.10 Closing of Account by Player

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

- a) notice of your intent to close the Account in a form determined by SIGA; and
- b) such additional information as SIGA determines necessary to enable SIGA to deliver your Account balance, less any balance from Tokens or other free play credits, to you.

SIGA will deliver balances under five dollars (\$5.00) only by Direct Deposit.

4.11 Set-Off

If, under this Player Agreement or the Additional Terms and Conditions, you become required to pay or return any sum of money to BCLC, then such sum may, at the election of BCLC, and without limiting or waiving any right or remedy of BCLC under this Player Agreement, be set off against and will apply to any amounts owed by BCLC to you including any winnings or Prizes, until such sum has been completely set off.

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) if your Account exceeds the Account Balance Limit for more than 72 hours;
- d) if you enroll in the PlayNow self-exclusion program or other self-exclusion program as referenced in Section 2.01 of this Player Agreement; and
- e) in order to correct a payment processing error.

Except as otherwise set out in this Player Agreement, withdrawals to third party accounts are not permitted and withdrawals from your Account will only be processed to an account where you are the primary account holder or an authorized user recognized by the issuing financial institution, at a bank or other financial institution located in Canada and acceptable to SIGA. SIGA or its Authorized Suppliers, in its sole discretion, may from time to time, process withdrawals by other appropriate means.

5.02 Information and Documentation

In order to process a withdrawal, SIGA and/or Authorized Suppliers may require information



and documentation from you that it considers necessary or advisable in its sole discretion including, information and documentation SIGA and/or Authorized Suppliers determine necessary or advisable to:

- a) verify your identity;
- b) comply with applicable law or regulatory requirements including FINTRAC (*Financial Transactions and Reports Analysis Centre of Canada*) reporting obligations;
- c) comply with SIGA and/or Authorized Suppliers' validation and security procedures;
- d) prevent and investigate Prohibited Activities;
- e) ensure compliance with the Player Agreement, Rules, or Additional Terms.

5.03 Withdrawals less than \$25,000,000.00

Withdrawals less than twenty-five million (\$25,000,000.00) dollars will be paid by Direct Deposit. However, SIGA reserves the right to process such payments by way of cheque at a designated prize payout location. SIGA further reserves the right to publish, prior to a withdrawal, information related to any winnings in accordance with the Privacy Policy and Section 13 of this Player Agreement.

5.04 Withdrawals of \$25,000,000.00 or More

Withdrawals of twenty-five million (\$25,000,000.00) dollars or greater will be paid to you via wire transfer, following an interview in person at a designated prize payout location. BCLC or SIGA will provide you with the wire transfer instructions, and you, upon request by BCLC or SIGA, shall provide full name, contact information, and bank account details such as financial institution and branch transit number, and any other information required by BCLC or SIGA.

5.05 Refunds of Unused Deposits

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

5.06 Chargeback

In the event of a Chargeback, SIGA and/or Authorized Suppliers may, in its 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) close your Account.

6.0 Tokens

6.01 Acquiring Tokens

From time to time, SIGA 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 Bets only and may only be used for eligible Games. Tokens in your Account will be applied towards applicable PlayNow transactions before any other funds from your Account and may be subject to additional terms and conditions.

6.03 Limits on Token Use

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

7.0 Game Bets on PlayNow

7.01 Disputes

You are solely responsible for ensuring that the details of your Bet or Game decisions are correct before you submit your Bet or Game play. In the event of any dispute or discrepancy regarding any Bet or Game decision, **the information recorded in the Computer Systems will prevail, and only the Bet and/or play decisions recorded by the Computer Systems will apply in the Game.**

7.02 Notification and Receipts

If your purchase and/or play decisions is fully processed by SIGA prior to the cut-off time established by SIGA, SIGA 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 wagered, 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. You may also view your gameplay and purchase transaction history within your Account. For the purposes of this section, processing by SIGA includes, without limitation, the transfer from your Account of the full amount required to pay for the purchase, and/or play decisions.



7.03 No Cancellation of Bet Placed

Once you have placed a Bet and/or play decision, you may not cancel it.

7.04 Right to Refuse

SIGA and/or Authorized Suppliers reserve the right, in its discretion, to refuse the play of any Games by a Player, for any reason whatsoever.

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 self-exclusion program, or upon enrollment in a voluntary self-exclusion program as referenced in Section 2.01 of this Player Agreement, SIGA and/or Authorized Suppliers has the right to close your Account in accordance with Section 4.09 of this Player Agreement.

8.02 Privacy

SIGA is committed to protecting your privacy in accordance with the PlayNow privacy statement. Your personal information will be collected in accordance with *The Freedom of Information and Protection of Privacy Act* (Saskatchewan) and the *Personal Information Protection and Electronic Documents Act* (Canada) (as applicable) and will be used, accessed, disclosed and stored by SIGA, both inside and outside Canada, for the purposes described this Player Agreement and the Additional Terms and Conditions (which includes but is not limited to the PlayNow Privacy Statement), as updated from time to time. By registering for an Account, you agree to the PlayNow Privacy Statement.

9.0 Breach of Agreement

9.01 Player Breach

In addition to any other remedy described in this Player Agreement, for a breach of a specific term or condition, if you breach or are suspected of breaching any term or condition of this Player Agreement or the Additional Terms and Conditions, SIGA and/or Authorized Suppliers may take one or more of the following actions as it determines in its discretion:

- a) suspend or close your Account;
- b) seize from your Account an amount SIGA determines necessary to compensate SIGA for its actual or potential losses or liabilities resulting from such breach;



- c) notify any third parties SIGA determines to be appropriate in the circumstances including law enforcement agencies, other provincial lottery corporations, or sport/event governing body;
- d) take legal action against you including the right to claim all legal costs and expenses in making such action;
- e) any other applicable legal rights, including enforcement or other remedies available to SIGA; and
- f) withhold funds while investigating any breaches or suspected breaches. SIGA may require information from you as part of the investigation prior to releasing any funds.

9.02 Right to Cancel, Withhold, or Revoke Prizes or Winnings

SIGA and/or Authorized Suppliers have the right at any time and in its discretion to, without notice, cancel, withhold, or revoke any prize or winnings from you if you breach or are suspected of breaching any term of this Player Agreement or the Additional Terms and Conditions, including if SIGA and/or Authorized Suppliers are not satisfied that the Registration Information you provided is true, accurate and current.

10.0 Accessing PlayNow

10.01 Player Equipment

You are solely responsible for supplying and maintaining all devices and technology, including mobile devices (i.e., smart phones or tablets), and/or computers, used by you to access and use PlayNow. The performance or operation of PlayNow may be affected by a combination of a player's computer equipment, mobile device, web browser, internet connection or other factors that are outside of SIGA's control. In some cases, an individual may not be able to access or use some or all of the components or functionality of PlayNow due to deficiencies in their own equipment, software, technology, or the service providers retained by them. An outdated, off-standard, pre-release, or compromised web browser, use of virtual private networks (VPNs), third-party web browser plugins and extensions, or the settings on a Player's device could cause some or all of the content of PlayNow to display incorrectly or to fail to display.

SIGA and/or its Authorized Suppliers make no representation or warranty of any kind regarding the compatibility, functionality, performance, or operation of PlayNow or any component thereof on any individual's computer or other devices used to access PlayNow.

For individuals using a mobile device for the placing of Bets, please note that SIGA and/or Authorized Suppliers will not be responsible for any damage to or loss of data from the mobile device that PlayNow is accessed on and will also not be responsible for any call, data or other charges incurred while using PlayNow.

Players may require additional third-party services to access PlayNow (e.g., internet service provider agreement, mobile carrier agreement, location services, email account or text



messaging service (SMS)). You are solely accountable for any agreements and charges related to these third-party services. You should familiarize yourself with the terms and conditions that govern any such services prior to using them to access PlayNow.

10.02 Downtime and Service Interruptions

Your access to and use of PlayNow and related services may be suspended for the duration of any anticipated, unanticipated, scheduled, or unscheduled downtime, maintenance, system updates, malfunction, or other unavailability of the PlayNow or any portion or all such related services for any reason, including as a result of power outages, system failures or other interruptions.

SIGA and/or Authorized Suppliers may suspend access to PlayNow or any related services at any time on a system-wide basis: (a) for scheduled downtime to permit maintenance or make modifications to the website; (b) in the event of a denial of service attack or other attacks on PlayNow or other event that we determine, at SIGA's discretion, may create a risk to PlayNow, to you or any other individuals if service to PlayNow were not suspended or; (c) if SIGA determines that PlayNow or any related service is prohibited by law or SIGA otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons.

10.03 Data Transfer to and from Servers

With regard to any transfer of data or information to or from SIGA's servers or Authorized Suppliers' servers over the internet, you acknowledge that although SIGA and/or Authorized Suppliers use data integrity and secure internet connection technology that are generally regarded to be reliable, no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information. When using the features of the website that involve the transfer of data and information over the internet, such data and information will be transmitted over a medium that is beyond the control of SIGA, its contractors and agents. You hereby expressly assume the sole risk of any unauthorized disclosure or intentional intrusion or of any delay, failure, interruption, or corruption of data or other information transmitted in connection with the use of the services, including without limitation any such occurrence that might result from viruses, malware, spyware, or other malicious software whether such malicious software resides on your computer, SIGA's servers or Authorized Suppliers' servers.

10.04 Third Party Content

It may be necessary to download software (e.g., an up-to-date web browser) in order to access or use certain components of PlayNow. Certain third-party product providers may require you to accept and agree to additional terms and conditions governing the use of their products. It is your sole responsibility to determine whether to accept and agree to any such third-party terms and conditions and if you do not accept and agree to them, such third-party products should not be used.

SIGA and/or Authorized Suppliers shall not be liable for any direct or indirect damage to, or loss of data from, a Player's equipment arising from or as a result of the access or use of PlayNow or any content, software or applications made available by or on behalf of SIGA through PlayNow.



11.0 Limitation of Liability

11.01 SIGA's Liability

SIGA including its Authorized Suppliers and to the extent applicable, SIGA's officers, directors, employees, subcontractors, agents, service providers and assigns maximum liability, whether the liability is contractual or in tort, including negligence on the part of its employees, subject to Section 11.02, to you under this Player Agreement or otherwise in respect of the accessing or use of PlayNow shall be limited to if the claim is based on a valid prize claim as determined by SIGA, to the lesser of; (i) the cost of the prize or, the amount of the prize or, (ii) 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 Bet for that Game less winnings from that Game.

You agree that SIGA including its Authorized Suppliers and to the extent applicable, SIGA's officers, directors, employees, subcontractors, agents, service providers and assigns shall not be liable to you under any circumstances for an amount in excess of the amounts outlined above.

11.02 Exclusions from SIGA's Liability

In no event shall SIGA including its Authorized Suppliers and to the extent applicable, SIGA's officers, directors, employees, subcontractors, agents, service providers and assigns be liable for any loss or damages suffered by any person as a result of:

- a) a Force Majeure Event;
- b) your use or misuse of, or inability to use, PlayNow and/or any third-party application or product;
- c) the failure of PlayNow and/or SIGA's and/or Authorized Suppliers' central computer-controlled online system to operate properly or at all;
- d) the failure of SIGA or any of SIGA's service providers to: (i) process or record a purchase; (ii) process, receive or record a payment for a ticket; (iii) display an accurate purchase confirmation in such person's Account; or (iv) otherwise complete a transaction (including, without limitation, a future Game transaction);
- e) Prohibited Activities of other players; or
- f) any Bet or tip erroneously or unintentionally made by a player.

For greater certainty, you shall not have the right to claim damages under or in connection with PlayNow or this Player Agreement or for breach of this Player Agreement by SIGA including its Authorized Suppliers and to the extent applicable, SIGA's officers, directors, employees, subcontractors, agents, service providers and assigns, in tort, in contract or any



basis whatsoever to the event that any loss claimed by you is:

- a) for punitive, exemplary, or aggravated damages;
- b) for loss of profits, loss of chance, loss of use, loss of production, loss of business or loss of business opportunity, including (but not limited to) loss of data, profits, revenue, goodwill, reputation, or business interruption;
- c) a claim for consequential loss or indirect loss of any nature suffered or allegedly suffered by you; or
- d) not reasonably foreseeable by SIGA arising out of this Player Agreement or the use of PlayNow.

SIGA does not make any other promise, representation or warranty regarding PlayNow or any of the Games or other products or services that are made available on or through PlayNow. Except as specifically included in this Player Agreement, SIGA hereby disclaims all warranties regarding the foregoing, whether express, implied, or statutory, including all implied warranties in respect of the same.

You acknowledge and agree that, by accepting the terms and conditions of this Player Agreement, you do not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding of any person other than those of SIGA which are included in (or expressly incorporated by reference into) this Player Agreement.

12.0 Indemnity

Your use of PlayNow is voluntary. As a result, you agree to indemnify SIGA, its officers, directors, employees, affiliates, contractors, agents, licensors, and their respective successors and assigns from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from (i) your breach of any of the terms and conditions of this Player Agreement and Additional Terms and Conditions; (ii) untrue, inaccurate, or incomplete Submissions; (iii) your negligence or misconduct; and (iv) your infringement of any intellectual property rights or other rights of any person or entity.

13.0 Publication of Winner Information

Pursuant to the Privacy Policy, SIGA may, at its discretion, publish the name, town or city of residence, prize amount, draw date, paid date and a recent photograph on PlayNow of any winner. Other winner information may also be published as outlined in the PlayNow Privacy Statement.

SIGA may also publish winners' stories, videos, additional photographs and additional information for marketing purposes with your additional consent.



14.0 Contact

14.01 Contacting SIGA

You may contact SIGA's Customer Service at any time by:

- a) using the live chat, available through PlayNow;
- b) using the contact form on PlayNow This is for general inquiries that are not time sensitive and will help get you information you need on the product(s) or service(s) you are inquiring about; or
- c) telephone, during the hours of 8:00 am to 1:00 am (CST) during Daylight Savings Time (from the second Sunday in March through the first Sunday in November) and during the hours of 9:00 am to 2:00 am (CST) during Standard Time (from the first Sunday in November until the second Sunday in March) daily, except Christmas Day, Boxing Day and New Years Day, at 1-877-706-6789.

14.02 Contacting a Player

SIGA or its Authorized Suppliers may contact you with respect to any matter contemplated in this Player Agreement by using any of the contact information in your Account (including by way of email or telephone). Other communications with you will be subject to the terms and conditions of the Privacy Statement.

15.0 General

15.01 Governing Law

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

All Bets which result in a win of \$1,001.00 or greater may be subject to further review or verification prior to prize award/deposit into the Player Account.

15.02 Intellectual Property

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

15.03 Entire Agreement

This Player Agreement and the applicable Additional Terms and Conditions constitute the entire agreement and understanding between you and SIGA in relation to all aspects of your use of PlayNow.



15.04 Waiver and Enforceability

The failure of SIGA to exercise or enforce any right or provision of this Player Agreement and the Additional Terms and Conditions shall not constitute a waiver of such right or provision. Each provision of this Player Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Player Agreement and the Additional Terms and Conditions are declared invalid, unenforceable, or illegal by a court of competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability, and legality of the remaining provisions of this Player Agreement.

15.05 No Assignment

You are not permitted to assign your rights or obligations under this Player Agreement or your Account. SIGA reserves the right to assign the Account and its interest in this Player Agreement at its discretion and without notice to the Player.



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 and includes your personal transactions and personal information which are recorded and maintained by SIGA for PlayNow. Your Account is not a bank account and is not insured by the Canada Deposit Insurance Corporation (CDIC). Any funds deposited to your Account will not earn interest.

“Account Balance Limit” means the maximum value of funds you can maintain in your Account as determined by SIGA and is subject to change without notice.

“Additional Terms and Conditions” has the meaning ascribed to it in the preamble of this Player Agreement.

“Authorized Suppliers” means BCLC and such other gaming entities that are authorized to operate a lottery scheme as defined by the *Criminal Code, RSC 1985, c. C-46* and that SIGA or BCLC collaborates with to offer Games on PlayNow from time to time.

“BCLC” means British Columbia Lottery Corporation.

“Bet” refers to any bet, wager or purchase properly made by a Player on PlayNow in accordance with this Player Agreement and the Additional Terms and Conditions.

“Chargeback” means a request by a financial institution to SIGA to return funds 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 central computer systems utilized by SIGA or any other computer system used by SIGA for the operation of Games and recording of Game Transactions.

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

“Force Majeure Event” means an event that interferes with SIGA's operation of Games under this Player Agreement, in whole or in part, arising or resulting from fire, flood, earthquake or other act of God, an outbreak of hostilities, riot, civil disturbance, act of war or terrorism; explosion; theft; malicious damage; power failures; obstruction, loss of, limited or delayed availability of any financial institution; network, broadcast or telecommunications, service; cessation, failure, interference or interruption of operation of any Computer System, computer terminal, or any part thereof, including, without limitation, due to system or technical issues, cyber breaches, or cyber-attacks, or for maintenance or upgrades, or new computer system or computer terminal implementation; strikes, lock-outs, or industrial action of any kind; legislative or regulatory change or the act of any government or governmental



authority; epidemics, or pandemics; or other calamity.

“Game” means a lottery scheme (as defined by the *Criminal Code, RSC 1985, c. C-46*) offered on PlayNow, in which prizes are awarded in accordance with the applicable Rules. Game(s) include lottery, casino and sports betting and all other lottery schemes offered on PlayNow.

“Inactive Account” means an account which has no deposits and no Game Bets during a one year period.

“Login Credentials” has the meaning ascribed to it in section 4.01 of this Player Agreement.

“Mobile Applications” means applications offered by SIGA that are made available on a mobile device such as a smartphone or tablet computer, through which Games are made available.

“Otherwise Prohibited” means that an individual has been determined by SIGA in its discretion to be ineligible to register for an Account or play on PlayNow.

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

“Player Agreement” has the meaning ascribed to it in the preamble of this Player Agreement.

“PlayNow” means the PlayNow.com online gaming website and PlayNow Mobile Applications and PlayNow offered by BCLC, through which select Games are made available to eligible Registered Players.

“PlayNow Privacy Statement” means the player privacy statement posted on www.playnow.com, except that, for any PlayNow mobile application, it means the privacy notice or policy posted with such mobile application.

“Prohibited Activities” has the meaning ascribed to it in section 3.05 of this Player Agreement.

“Promotion Conditions” means conditions established by SIGA that apply to promotions offered on PlayNow.

“Receipt” means a detailed record of your purchase transaction, which SIGA issues at the time a transaction is completed and deemed to be a receipt under the applicable Rules that govern the particular Game.

“Registration” means the process whereby you provide information to satisfy SIGA'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 SIGA howsoever described, including rules and regulations, game conditions, and rules of play established by SIGA including, those posted at Page 19 of 20



<https://www.playnow.com/about-playnow.legal.html> and other rules of play specific to certain types of Games that may otherwise be posted on PlayNow.

“**SIGA**” means Saskatchewan Indian Gaming Authority Inc.

“**Terms of Use**” means the PlayNow terms of use, rules and conditions and legal terms posted on <https://www.playnow.com/about-playnow.legal.html> except, for any PlayNow Mobile Application, it means the terms of use, rules and conditions and legal terms posted within such Mobile Application.

“**Token**” means Game vouchers offered by SIGA which can be used only for PlayNow betting and cannot be redeemed for cash or paid out from your Account.

“**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 at the discretion of SIGA.

Interpretation

In this Player Agreement:

- a) all monetary amounts are references to lawful currency of Canada (i.e., Canadian dollars);
- b) a definition applies to other forms of the word;
- c) where the terms “includes”, “including” or other variation of “include” is used, such word is deemed to be followed by the words “without limitation”;
- d) headings are for convenience of reference only and do not affect the interpretation of this Player Agreement; and
- e) a provision relating to the discretion, reservation of right, approval, consent, authorization, determination, option, satisfaction, or opinion of SIGA is at SIGA's sole, absolute, and unfettered discretion.