1. RULES AND REGULATIONS

SCRATCH & WIN (Instant Tickets) are governed by the Rules and Regulations Respecting Lotteries and Gaming of the British Columbia Lottery Corporation (BCLC) which include limitations of liability and are available from BCLC upon request.

2. ISSUANCE OF TICKETS

SCRATCH & WIN games, issued by BCLC, are subject to various themes, modes of play, expiry dates, winning selections, prizes and number of play areas. To participate, a person pays the authorized retailer the amount printed on the selected SCRATCH & WIN ticket. Each SCRATCH & WIN ticket shows a unique product code, book number, game name, play instructions/directions, prize legends/symbols, prize amount(s), price, play area(s), control number and/or other relevant information. The number of tickets that may be issued and/or distributed by BCLC for each SCRATCH & WIN GAME is unlimited and within the sole and absolute discretion of BCLC.

3. RESULTS

The play area(s) on a SCRATCH & WIN ticket is covered by latex that when removed reveals prize symbols and/or prize amounts that when matched as indicated by the instructions on the ticket, results in a prize(s) winner.

4. WINNING SELECTIONS

The Winning Selections under the latex of the play area(s) must exactly conform to the playing instructions/directions on each individual SCRATCH & WIN ticket and must exactly and completely match the prize amounts, prize legends and/or prize symbols required to be matched on each individual SCRATCH & WIN ticket.

5. WINNING TICKETS

Any valid ticket bearing Winning Selections is a Winning Ticket and subject to any limitations set forth herein entitles its holder(s) to claim, for each Winning Selection, a prize(s) corresponding to the control number, the prize legend, prize symbol(s) or prize amount listed on the SCRATCH & WIN ticket. If any SCRATCH & WIN ticket bears entries that differ from the entries which are recorded in the computer system under the control number identifying such ticket, then such ticket shall not be void but shall conclusively be deemed to bear the entries which are so recorded in the computer system.

6. PRIZES

The prizes available to be won vary for each SCRATCH & WIN game. BCLC in its sole and absolute discretion determines the prize structure, including annuity prizes, of each particular SCRATCH & WIN game. Prize categories on individual SCRATCH & WIN games are available from BCLC upon request. Each SCRATCH & WIN ticket generally shows the maximum prize available to be won. BCLC allocates for all categories of prizes not less than 50% of the sales value of all the printed tickets for each SCRATCH & WIN game. BCLC reserves the right to substitute a vehicle prize, a trip prize or a merchandise prize with one of equal or greater value or offer a cash alternative prize in lieu of an annuity prize, vehicle prize, trip prize or merchandise prize.
7. ANNUITY PRIZES

(a) Annuity prizes on designated SCRATCH & WIN GAME, and the time period over which the periodic annuity payments will be paid are determined in the sole and absolute discretion of BCLC. The annuity prize and annuity period in respect of a particular SCRATCH & WIN GAME is generally described on the SCRATCH & WIN ticket.

(b) A winner of an annuity prize shall have the option, in accordance with the applicable prize structure, to receive a single lump sum cash alternative in lieu of periodic annuity payments. The single lump sum cash alternative will be an amount determined by BCLC in its sole and absolute discretion, regardless of the age and/or gender of the winner. The lump sum cash alternative, if chosen by the winner, will extinguish the winner’s entitlement to any periodic annuity payments. The prize option chosen by the winner shall be final and binding upon the winner. If the winner fails to select either periodic annuity payments or the lump sum cash alternative within the time period specified by BCLC for doing so, the winner will be deemed to have selected the lump sum cash alternative;

(c) In the event that:

(i) a winner of an annuity prize resides outside British Columbia at the time the claim is made; or

(ii) a winner of an annuity prize is other than one individual; or

(iii) BCLC is of the opinion that it will encounter present or future difficulties in processing the periodic annuity payments in the manner contemplated by the prize structure;

BCLC reserves the right, exercisable in its sole and absolute discretion, to pay the single lump sum payment in lieu of the periodic annuity payments;

(d) In the event that:

(i) the winner of an annuity prize that is not payable for life, dies before the end of the time period over which the periodic annuity payments are to be paid, BCLC shall pay to such deceased winner’s executor or administrator, as the case may be, the commuted present value of the unpaid periodic annuity payments as determined;

(ii) the winner of an annuity prize that is payable for life, dies before the end of the minimum time period over which the periodic annuity payments are to be paid, BCLC shall pay to such deceased winner’s executor or administrator, as the case may be, the commuted present value of the unpaid periodic annuity payments as determined by BCLC for the remaining minimum period of time.

(e) An annuity prize and the periodic annuity payments, may not be assigned, transferred, sold, loaned, leased, rented, pledged, mortgaged or hypothecated by a winner. BCLC may assign to one or more third party annuity providers the responsibility to pay annuity prizes pursuant to the prize structure established by BCLC, and BCLC will not be liable for any acts or omissions of such third party annuity providers, including, without limitation, total or partial non-payment;

(f) An annuity prize winner must provide BCLC and its annuity provider with particulars of a bank account located in BC into which the periodic annuity payments will be deposited;
(g) In the event Federal and/or Provincial Income Tax is payable on account of the periodic annuity payments received by an annuity prize winner, BCLC will calculate the amount of tax payable in respect of the periodic annuity payments based on the highest Federal and Provincial marginal Income Tax rates applicable to a resident of British Columbia at the time the annuity prize is claimed and awarded and will remit the said amount to Canada Customs and Revenue Agency on behalf of the annuity prize winner. The annuity prize winner shall be responsible for any additional Income Tax payable as a direct or indirect result of the annuity payments paid to the annuity prize winner and shall be entitled to receive and retain refunds from Canada Customs and Revenue Agency on account of remittances to Canada Customs and Revenue Agency by BCLC on behalf of the annuity prize winner.

8. PRIZE CLAIMS

Prizes must be accepted as awarded and must be claimed in the manner stated on the back of the ticket prior to the expiry date announced by BCLC. Expiry dates of SCRATCH & WIN games are published by and are available from BCLC.

9. LIMITATIONS

SCRATCH & WIN games are printed containing a predetermined number of winning and non-winning tickets. The total number of tickets printed varies according to each SCRATCH & WIN game. Prizes available to be won from each printing diminish as awarded. At the time of purchase, some or all prizes of Scratch & Win games available for sale at retailers may have been won. The total number of tickets printed for each SCRATCH & WIN game is available upon request from BCLC.

BCLC may, at its sole discretion and at any time, remove, change, cancel, redistribute some or all SCRATCH & WIN tickets or any portion(s) of any SCRATCH & WIN game.

10. EXPIRATION OF TICKETS

SCRATCH & WIN ticket prizes must be claimed prior to the expiry date as announced by BCLC. Expired tickets are void.

Dated May 30, 2002