

# TERMS AND CONDITIONS



**Standard data rates apply to participants who choose to participate via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

## **Terms:**

By participating in *Jackpot City Anywhere* (the "Game") you are signifying that you have read and agree to the following terms and conditions.

## **Game Sponsor:**

This Game is sponsored by **Forest City Bingo Country Charity Association (the "Sponsor(s)")**.

## **OLG, Facebook and YouTube are not involved:**

The Game is in no way sponsored, endorsed or administered by, or associated with, Ontario Lottery and Gaming Corporation ("OLG") or YouTube Inc. ("YouTube") or Facebook Inc. ("Facebook"). You understand that you are providing your information to the Sponsor and not to OLG or YouTube. OLG and YouTube and Facebook are completely released of all liability by each participant in this Game.

## **YOUTUBE / FACEBOOK ACCOUNT ACCESS AND VALID EMAIL ADDRESS REQUIRED:**

You may only use one (1) YouTube account (the "Account") and one (1) email address to register to participate in this Game.

## **GAME PERIOD:**

To participate in *Jackpot City Anywhere* with the chance to win REAL CASH PRIZES, players will need to register during the Game entry period. Registering includes providing payment information and personal identifiers including but not limited to full name, date of birth, email address, phone number. The entry period opening date will be announced on YouTube and other platforms and will remain open until 1 days prior to the designated game date or until sold out. Links will be provided that will direct the interested parties to the payment platform (**Eventbrite Link TBD**). Duration of the game itself will vary. All game details will be shared with eligible participants via email before game start and throughout game process.

## **ELIGIBILITY:**

The Game is open to **Ontario, Canada residents ONLY**, who are eighteen (18) years of age or older at the time of entry, except:

Jackpot City employees (including full-time, part-time and student employees; persons who are directly on payroll; and employees who are on paid or unpaid leave) at any and all Jackpot City & Bingo Country locations;

Charity board members and directors or officers of: (i) the Sponsor; (ii) the Alcohol and Gaming Commission of Ontario ("AGCO");

Any prize suppliers, advertising/promotion agencies and other entities or individuals involved in the development, production, administration or fulfillment of the Game.

In the event that any participant (including, but not limited to, an eligible winner) does not meet the eligibility requirements stated herein, then such participant is subject to disqualification in the sole and absolute discretion of the Sponsor.

## **HOW TO ENTER:**

This is a **PAY TO PLAY** game! To participate, you must be at least 18 years of age; an Ontario, Canada resident; have the ability to travel to your nearest Jackpot City or Bingo Country location, and have a valid

email address and YouTube account. All players must register in order to receive cards to play. Registration requires payment information and personal identifiers, including but not limited to full name and email address. A link to the payment platform will be shared by the sponsor on all appropriate channels, including social media, website and email ([jackpotcity.eventbrite.ca](http://jackpotcity.eventbrite.ca)) on the specified entry period start date. Follow the link to the payment platform to register and pay. This link will be activated and shared before or on the entry period start date. Cards will be available for purchase up to 1 days prior to designated game date or until sold out, to allow sufficient time to process orders. **LIMITED CARDS AVAILABLE!**

Each package is \$25 CAD. Package includes two (3) games, one (2) strip per game (each strip has three (2) faces, 6 total strips). Limit of four (4) packages per transaction.

Enter valid payment information and required details to register. Once registered, you will receive a confirmation email with game specifics. **Registered players must PICK UP THEIR CARDS** at a Jackpot City / Bingo Country location of their choosing, on the date and time specified by the Sponsor. If you cannot pick up your cards on the specified pick up date, you will not be eligible to participate in the game. Every card is different and cards are distributed at random. It is the sole responsibility of the registrant to ensure all registration information is correct.

**All game packages are non-refundable.**

#### **Event 1:**

Entry period: July 20th at 8am until July 24th at 9pm, or until sold out.

Pick up date: Sunday, July 25th, 2020 (10am – 8pm) Game date: July 27th, 2020 at 7pm

\*subsequent events announced at Sponsor's discretion. Each event consists of two (3) games, with 3 patterns per game.

**Player must be available to pick up their purchased cards on the specified date and time, at the location they chose when they registered.** Government issued identification will be required upon pickup to confirm age and purchase details. Cards will not be released to any person who did not register to play. If you cannot pick up your cards on the specified date and time, you will not be eligible for the game. We will not be releasing cards to friends or family members of registrants. Packages cannot be split or shared. Only valid registrants can claim a BINGO on their cards, and any potential winnings will be made out to the registrant on file. Prizing cheques will be issued to the name on file associated with the winning card. Prizing cheques will be available for pickup within 7 business days, at the same site selected for card pick up. The sponsor will reach out to the winner to arrange date and time for cheque pick-up. Only the registered winner can pick up the cheque. Government issued photo ID will be required.

#### **HOW TO PLAY:**

On game day, those who have registered and picked up their cards can follow along with the YouTube Live Stream video on Jackpot City's You Tube page.. Log-in to You Tube and visit Jackpot City's Gaming live video page <https://www.youtube.com/watch?v=wJBXrITLoBE>. Next, locate the current live stream video on behalf of the Sponsor. This video stream will be available as early as 30 minutes before game start time on game days.

It is the sole responsibility of the registrant to locate the live stream on the specified date and time in order to play. Accurately marking cards and keeping up with the game is the sole responsibility of the participant. As with any Bingo game, the bingo caller mechanism is completely random, and numbers are called in the order that they appear. Each called ball will be shown in the video and remain on the display board. Videos will remain posted on Jackpot City's website page after the game has finished. Registered players must play along in real time to be considered. When a participant completes the required pattern, they must type BINGO and their card number into the comment section of the live stream video, at the time of the live stream. Comments will be monitored throughout the game in order to see when a BINGO is declared and to stop the game in order to verify. Participants who declare Bingo must verify their card by typing the potential winning card number in the comment section.

Once a bingo card is verified as a winner, that player will receive associated prize and the game is over. If there are multiple winners, the prize is split evenly amongst all winners.

Once a winner has been verified, there will be a minimum 1-minute grace period to allow any other potential winners to declare their bingo. After minimum 1 minute, the game will close, and no other bingos will be accepted.

<u>GAME 1</u>	<u>GAME 2</u>	<u>GAME 3</u>
1 Line \$500	1 Line \$500	Inside Square \$500
2 Lines \$1000	2 Lines \$1000	Letter H \$1000
Sputnik* \$2500	Outside Square \$3000	Full Card \$5000
*Inside Square & 4 Corners		

### GUARANTEED \$15,000 PRIZE BOARD

YouTube Live Stream will be broadcast from Bingo County, Forest City (1106 Dearness Drive, London, Ontario N6E 1N9) using verified Bingo equipment and under constant video surveillance. All games are recorded and witnessed by multiple Jackpot City associates and a Forest City Bingo Country Charity Association member.

To be eligible to participate, all content and materials associated with your Entry (collectively, the "**Entry Materials**") must: (i) be submitted and received in accordance with these Rules during the Game Period; (ii) include all required components and materials noted above; (iii) reflect the Theme; (iv) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements; and (v) be in accordance with the applicable terms, rules, policies and guidelines of Facebook (the "**YouTube**") (all as determined by Sponsor in its sole and absolute discretion). The Sponsor, AGCO, YouTube, all prize suppliers, advertising/promotion agencies and other entities or individuals involved in the development, production, administration or fulfillment of the Game, and each of their respective affiliates, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability

whatsoever in relation to, any Requests, Entries, Entry Materials and/or other materials that are late, lost, stolen, destroyed, delayed, misdirected, incomplete, invalid, illegible, unintelligible, damaged or otherwise impacted in any way whatsoever (all of which are void).

#### ENTRY LIMIT:

There is a limit of four (4) packages per transaction (\$25 per package).

#### VERIFICATION:

All Entries are subject to verification at any time and for any reason. Sponsor requires adequate time to verify any and all potential winning cards. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued identification): (i) for the purposes of verifying an individual's eligibility to participate in this Game; (ii) for the purposes of verifying the eligibility, validity and/or legitimacy of any Entry, Entry Materials, Request or other information entered (or purportedly entered) for the purposes of this Game; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Game in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

The sole determinant of the time for the purposes of this Game will be the Sponsor's Official Clock(s). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, any associated Entry Materials) is not submitted and received in accordance with these Rules during the Game Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements) and/or the applicable Facebook Rules (all as determined by Sponsor in its sole and absolute discretion).

### **SUBMISSION REQUIREMENTS:**

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS);

(II) PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED THE WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE FACEBOOK RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE GAME AND/OR AWARDING OF ANY PRIZES.

'Entry Materials' are categorized as any information submitted at the time of registration; any correspondence on Sponsor owned pages or communication channels before, during or after the game, including but limited to correspondence with other participants in the chat feature of the live steam video. By participating in the Game, each entrant hereby warrants and represents that any Entry Materials he/she submits complies with the below list:

### **Participation in the Game signifies that all Entry Material...**

i. is/are original to him/her and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Game;

ii. does not violate any law, statute, ordinance or regulation;

iii. does not contain any reference to or likeness of any identifiable third parties,

iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and

v. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor or any of the Released Parties); that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the "**Reviewer**") reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any

Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Game, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Game is being conducted in accordance with the letter and spirit of these Rules. Disqualified entrants will not be considered for reimbursement or refund, where applicable, except at the Sponsor's discretion.

#### **PRIZE(S):**

There will be one (1) cash prize awarded to each verified winner(s) of each pattern in the form of cheque. All prizes are paid out in Canadian funds. Prizing cheques will be issued and available within 7 business days at the location selected by the registrant at time of purchase. Sponsor will coordinate a date and time for cheque pick up with the winner(s). Prizing cheques will be made out to the registrant on file for the verified winning cards. Only the verified registrant can pick up the prizing check. Government issued photo identification will be required.

Each prize has a set minimum amount (outlined above). This set amount is the minimum amount to be paid out to verified winner(s) of each pattern. This amount will increase based on the prize pool. Prize pool increases based on number of participants. In the case of multiple winners, the prize amount will be divided evenly.

Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. All other costs, fees and expenses associated with a Prize that are not expressly indicated above will be the sole and absolute responsibility of the confirmed winner. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from neither the Sponsor nor any of the Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

#### **ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. WINNER agrees to the publication, reproduction and/or other use of his/her name, voice, statements about the Game and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible winner cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize).

#### **GENERAL RULES:**

This Game is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Game are final and binding on all entrants without right of appeal. **The Released Parties will not be liable for: (i) any failure of any website or any platform during the Game; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry materials, Request and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Game; (v) anyone being incorrectly and/ or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.** If the entire stream is unsuccessful due to factors outside of Jackpot City's control,

there will be another scheduled game shortly after. The exact time of the rescheduled game will be announced on Facebook & YouTube and emailed to participants. If executing a second game is not an option, game may be cancelled without notice. In this event, registrants will be issued a full refund.

Entry Materials, Entries, Requests and other submitted materials are subject to disqualification where they: (i) have been tampered with; (ii) have been obtained, made, or replicated through fraudulent other means not expressly sanctioned by these Rules; (iii) are illegible, or have deteriorated; and/or (iv) contain typographical or other errors (all as determined by the Sponsor in its sole and absolute discretion).

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Game (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Game as contemplated by these Rules, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure. Any attempt to undermine the legitimate operation of this Game in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Game, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Game mechanics stipulated in these Rules or elsewhere, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any participant, Entry, Request or other materials with these Rules, or as a result of any problems or failures, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Game as contemplated in these Rules, or for any other reason.

Without limiting the generality of any other section in these Rules, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Game, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Game and in accordance with Sponsor's privacy policy. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Game-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

These Rules are governed by the domestic laws in force in Ontario and the federal laws of Canada applicable therein. You agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario and agree that those courts are a convenient forum in which to resolve any dispute arising in relation to these Rules.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

*For more information, please email: [bingoanywhere@jackpotcitygaming.ca](mailto:bingoanywhere@jackpotcitygaming.ca)*