

## 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 Superior Shores Gaming Curbside Bingo (the "Game") you are signifying that you have read and agree to the following terms and conditions.

**GAME SPONSOR:** This Game is sponsored by Superior Shores Gaming Association in conjunction with the OLG.

**Facebook, AND YOU TUBE ARE NOT INVOLVED:** The Game is in no way sponsored, endorsed or administered by, or associated with; Facebook Inc. ("Facebook"), or You tube Inc. ("You Tube"). You understand that you are providing your information to the Sponsor and not to You Tube. Facebook and You Tube are completely released of all liability by each participant in this Game.

**YOU TUBE ACCOUNT ACCESS AND VALID EMAIL ADDRESS REQUIRED:** You may only use one (1) You Tube account (the "Account") in order to view and play the game.

**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:

- Superior Shores Gaming employees (including full-time, part-time and student employees; persons who are directly on payroll; and employees who are on paid or unpaid leave);
- 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 Superior Shores Gaming location and have a valid You Tube account and phone number.

All players must go to Superior Shores Gaming in order to make payment and receive cards to play. Upon purchasing you require first and last name and a contact phone number. Cards will be available for purchase starting on the Wednesday before game date and will continue until Monday at 1:00am or until sold out (which ever comes first). LIMITED CARDS AVAILABLE!

Players must PICK UP THEIR CARDS at Superior Shores Gaming, 435 Memorial Ave, Thunder Bay, ON (next to the Super 8 motel) 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. All sold cards are recorded for verification purposes and to ensure that a claimed winner is valid for that session.

**EVENT:** Pick up date: Wednesday 11:00 am – Monday 1:00 pm or until cards are sold out. Game date: Tuesdays at 7pm. Live stream starting at 6:30 pm. \*subsequent events announced at Sponsor's discretion. Each event consists of 1 session with multiple patterns per game.

Player must pick up and purchase cards on the specified date and time. Government issued identification will be required upon pickup to confirm age if in question. If you cannot pick up your cards on the specified date and time, you will not be eligible for the game. Packages cannot be split or shared. Only customer whom made purchase can claim a BINGO on their cards and any potential winnings will be given to the purchaser on file. Prizes will be issued to the name on file associated with the winning card. Prizes will be available for pickup within 7 business days, at Superior Shores Gaming. The sponsor will reach out to the winner to arrange date and time for prize pickup. Only the purchaser on file can pick up winning prize. Government issued photo ID will be required along with the winning card.

HOW TO PLAY: On game day, those who have purchased and picked up their cards can follow along with the Superior Shores live video on "You Tube". Log-in to "You Tube" and visit Superior Shores video page [<https://www.superiorshoresgaming.com>] click on play game here. 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 purchaser to locate the live stream on the specified date and time in order to play. Accurately marking cards and keeping up with the live stream 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. Registered players must play along in real time to be considered. When a participant completes the required pattern, they must type "BINGO" and their winning card number into the chat 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 BINGO is declared and to stop the game in order to verify. Participants who declare BINGO must verify their card by typing in the potential winning card number in the comment section. Participants may also call 807-345-4946 ext 4 to claim a Bingo. Calling in may result in a delay and another ball may be called prior to call being answered. Superior Shores is not responsible for missed calls or delays in phone system.

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. Minimum payout for split winners will be \$5.00

Once a winner has been verified, there will be a minimum 2-minute grace period to allow any other potential winners to declare their bingo. After the minimum 2-minute, the game will be closed and no other bingos will be accepted.

Superior Shores live feed will broadcast live from Superior Shores Gaming. Using verified Bingo equipment and under constant video surveillance. All games are recorded and witnessed by multiple Superior Shores Gaming associates. To be eligible to participate, all content and materials associated with your Entry (collective, the "Entry Materials") must

- (i) be submitted and received in accordance with these Rules.
- (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'
- (v) be in accordance with the applicable terms, rules, policies and guidelines of You Tube (all as determined by Sponsor in its sole and absolute discretion). The Sponsor, AGCO, OLG, You Tube, 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 “Related 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.

**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 limitations, government issued identification):

- (I) for the purposes of verifying an individual’s eligibility to participate in this Game;
- (II) for the purpose 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;
- (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 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;
- (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 You Tube (all as determined by the Sponsor in its sole and absolute discretion).

**SUBMISSION REQUIREMENTS:** BY MAKING A PURCHASE, 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 YOU TUBE 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 not 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...

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;  
does not violate any law, statute, ordinance or regulation;  
does not contain any reference to or likeness of any identifiable third parties;  
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 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. All prizes are paid out in Canadian funds. Prizing will be issued and available within 7 business days at Superior Shores Gaming. Sponsor will coordinate a date and time for prize pick up with the winner(s). Prizes will be paid out to the purchaser on file for the verified winning cards. Only the verified purchaser can pick up the prize but must have winning card with them. Government issued photo identification will be required. Any single win of \$1,000.00 or more is subject to a FRO (Family Responsibility Office) review check. 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. 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(s). To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that

he or she may not seek reimbursements or pursue any legal or equitable remedy from neither the Sponsor nor any of the Released Parties should a Prize fail to be it for the purpose or is any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, the confirmed winner(s) 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 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;
- (vi) Any combination of the above.

If the entire stream is unsuccessful due to factors outside of Superior Shores Gaming control, there will be another scheduled game the next night at the same time. 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
- (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 the 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, time frames 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: [gord.b@superiorshoresgaming.com](mailto:gord.b@superiorshoresgaming.com)