

Overview Report: BCLC Standards, Policies, Procedures and Operational Services Agreements

A. Scope of Overview Report

1. This overview report identifies and attaches British Columbia Lottery Corporation (“**BCLC**”) standards, policies and procedures relevant to the Commission’s mandate as well as operational service agreements (“**OSAs**”) between BCLC and service providers

B. BCLC Standards

2. The BCLC Standards apply to casinos and community gaming centres with respect to which service providers have entered into a new form of OSA since 2018-19.

3. Excerpts of the BCLC Standards, current to September 30, 2019, are attached as **Appendix ‘A’**. These portions are identified in Table 1 below:

Table 1: Excerpts of the BCLC Standards Included in Appendix ‘A’

SECTION	TITLE
1-1.1	GENERAL - GAMING POLICY AND ENFORCEMENT BRANCH (GPEB)
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1-1.4	LARGE CASH TRANSACTIONS, FOREIGN EXCHANGE AND DISBURSEMENT REPORTING
1-1.5	LARGE TABLE BUY-INS
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2-1.16	TABLE GAMES - GENERAL RULES AND REGULATIONS
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3-1.4	ENCORE REWARDS PROGRAM – CUSTOMER SERVICE RESPONSIBILITIES

3-1.5	ENCORE REWARDS PROGRAM - SERVICE PROVIDER CORPORATE MARKETING
3-1.6	ENCORE REWARDS PROGRAM - TABLE GAMES PLAYER TRACKING
3-1.7	ENCORE REWARDS PROGRAM - TABLE REDEMPTIONS
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4-1.4	SECURITY - TRAINING AND CERTIFICATION
4-1.5	SECURITY - CASINO AND COMMUNITY GAMING CENTRE EXCLUSION
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4-1.34	GENERAL - SERVICE PROVIDER STAFFING - FACILITIES AT POLICY CONTROL LEVEL 2
5-1.1	GENERAL - ROLES AND RESPONSIBILITIES OF BCLC EMPLOYEES
5-1.2	GENERAL - PROGRESSIVE ENFORCEMENT POLICY
5-1.3	GENERAL – FINANCIAL
5-1.4	GENERAL - INCIDENT REPORTING AND ESCALATION
6-1.1	GENERAL - CASH ASSETS - CASH AND CHIP HANDLING
6-1.8	GENERAL – TIPS
6-1.16	CAGE - DISBURSEMENT MAXIMUMS
6-1.19	CAGE - SERVICE PROVIDER CHEQUES
6-1.20	CAGE - TRAVELERS CHEQUES

6-1.21	CAGE - CERTIFIED CHEQUES AND BANK DRAFTS
6-1.22	CAGE - PATRON GAMING FUNDS ACCOUNTS V.3
6-1.23	CAGE - BANK DEBIT CARD TRANSACTIONS
6-1.24	CAGE - HOLD CHEQUE OPTION
6-1.25	CAGE - TICKET IN, TICKET OUT (TITO) TICKET PURCHASE
6-1.26	CAGE - TICKET REDEMPTION
6-1.27	CAGE - MAIL IN ELECTRONIC GAMING MACHINE TICKET OR GAMING CHIP REDEMPTIONS
6-1.28	CAGE - POINTS REDEMPTIONS

C. Operational Services Agreements

4. Examples of the new form of OSAs signed since 2018 include:

a. The River Rock Casino Resort

The 2018 OSA applicable to the River Rock Casino Resort is attached as **Appendix 'B'**.

b. The Starlight Casino

The 2018 OSA applicable to the Starlight Casino is attached as **Appendix 'C'**.

c. The Grand Villa Casino

The 2018 OSA applicable to the Grand Villa Casino is attached as **Appendix 'D'**.

d. The Parq Casino

The 2018 OSA applicable to the Parq Casino is attached as **Appendix 'E'**.

- e. The Playtime Casino, formerly known as the Lake City – Kelowna Casino

The 2018 OSA applicable to the Playtime Casino is attached as **Appendix 'F'**.

D. BCLC Casino and Community Gaming Centre Standards, Policies and Procedures

5. The BCLC Casino and Community Gaming Centre Standards, Policies and Procedures apply to facilities not operating under the new form of OSAs.

6. Excerpts of the BCLC Casino and Community Gaming Centre Standards, Policies and Procedures, current to September 30, 2019, are attached as **Appendix 'G'**. These excerpts are identified in Table 2 below:

Table 2: Excerpts of the BCLC Casino and Community Gaming Centre Standards, Policies and Procedures Included in Appendix 'G'

SECTION	TITLE
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1-2.2	GENERAL - PROGRESSIVE ENFORCEMENT POLICY
1-2.3	GENERAL - FINTRAC AND ANTI-MONEY LAUNDERING COMPLIANCE
1-3.1	GENERAL - GAMING POLICY AND ENFORCEMENT BRANCH (GPEB)
1-7.1	GENERAL - ROLES AND RESPONSIBILITIES OF BCLC EMPLOYEES
1-8.1	GENERAL - SERVICE PROVIDER STAFFING – GENERAL
1-8.2	GENERAL - SERVICE PROVIDER STAFFING - FACILITIES AT POLICY CONTROL LEVEL 1
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3-9.2	CAGE - CERTIFIED CHEQUES AND BANK DRAFTS
3-9.3	CAGE - TRAVELERS CHEQUES
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3-9.6	CAGE - HOLD CHEQUE OPTION
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8-1.1	SECURITY – GENERAL
8-1.2	SECURITY - TRAINING AND CERTIFICATION
8-2.1	SECURITY - CASINO AND COMMUNITY GAMING EXCLUSION

E. BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures

7. The BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures is a standards, policies and procedures document in respect of casino and community gaming centres that applies internally to BCLC.

8. Excerpts of the BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures are attached as **Appendix ‘H’**. These excerpts are identified in Table 3 below:

Table 3: Excerpts of the BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures Included in Appendix ‘H’

SECTION	TITLE
1.-1.2	GENERAL - FINTRAC AND ANTI-MONEY LAUNDERING MONITORING – INTERNAL

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3-2.1	BCLC INVESTIGATOR - ON SITE INQUIRIES - INTERNAL
3-3.1	BCLC INVESTIGATOR - OFF SITE INQUIRIES - INTERNAL
3-5.1	BCLC INVESTIGATOR - REPORTING – INTERNAL
3-6.1	BCLC INVESTIGATOR - LARGE CASH TRANSACTION, FOREIGN EXCHANGE and DISBURSEMENT REPORTING - INTERNAL
3-7.1	BCLC INVESTIGATOR - SUSPICIOUS FINANCIAL TRANSACTION REPORTING - INTERNAL
3-8.1	BCLC INVESTIGATOR - BCLC PROVINCIAL BARRINGS v.2 - INTERNAL

F. BCLC Surveillance Standards

9. The BCLC Surveillance Standards are standards applicable to surveillance operations at gaming facilities.

10. Excerpts of the BCLC Surveillance Standards, Policies and Procedures, current to September 30, 2019, are attached as **Appendix 'I'**. These excerpts are identified in Table 4 below:

Table 4: Excerpts of the BCLC Surveillance Standards Included in Appendix 'I'

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5-1.1	SURVEILLANCE DUTIES - MINIMUM DUTIES (BCLC0015473)

Appendix A

Excerpts of the BCLC Standards, current to September 30, 2019

BCLC Standards

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British Columbia Lottery Corporation
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in whole or in part, without prior
written permission.

BCLC Standards are strictly confidential.



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Article: 1-1.1 Gaming Policy and Enforcement Branch (GPEB)		

Article: 1 Regulatory

Article: 1-1 Not Alternate Dispute Resolution and Not Compensable Qualified

Article: 1-1.1 Gaming Policy and Enforcement Branch (GPEB)

[Standard amended 07/05/2019]

1 GPEB ROLES AND RESPONSIBILITIES

- 1.1 The Gaming Policy and Enforcement Branch (GPEB) has regulatory oversight over all gaming in the province. This includes ensuring the integrity of gaming, gaming industry companies, people and equipment. GPEB has several responsibilities that are outlined at <https://www2.gov.bc.ca/assets/gov/sports-recreation-arts-and-culture/gambling/gambling-in-bc/regulatory-responsibility-gpeb-bclc.pdf>.

2 GPEB CERTIFICATION

- 2.1 No gaming equipment shall be available for play prior to receiving GPEB certification.

3 Redacted for Relevance

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BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.3—1
	Last Revised Date September 9, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.3 FINTRAC and Anti-Money Laundering Compliance		

Article: 1-1.3 FINTRAC and Anti-Money Laundering Compliance

1 GENERAL

- 1.1 The objective of the Canadian legislation called the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) is explained in detail on the Financial Transactions and Reports Analysis Centre of Canada website at <http://www.fintrac-canafe.gc.ca>.
- 1.2 The Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) is an agency of the Government of Canada that is responsible for analysis of reports received in order to aid in the detection of money laundering and terrorist activity.
- 1.3 The Minister of Finance issues Ministerial Directives to all reporting entities from time to time.
 - 1.3.1 BCLC receives email notification of these Directives.
 - 1.3.2 Upon receipt of notification, BCLC takes immediate steps to meet the requirements of each Directive and policies and procedures are amended as required.
- 1.4 FINTRAC requires that clients that are involved in a 'business relationship' with a casino or community gaming centre are monitored on an ongoing basis and that a record is kept outlining the measures taken to monitor the relationship and the information obtained as a result.
 - 1.4.1 BCLC considers the purpose and intended nature of a client business relationship in the gaming sector to be either:
 - 1.4.1.a Gaming – high volume;
 - 1.4.1.b Gaming – casual;
 - 1.4.1.c See BCLC's Anti-Money Laundering and Anti-Terrorist Financing Compliance Manual for further details.
 - 1.4.2 A business relationship is defined as either account-based or non-account-based.
 - 1.4.3 Account-based relationships exist with all clients who hold an account (i.e., a Patron Gaming Funds Account) with a casino or community gaming centre.
 - 1.4.3.a This relationship terminates five (5) years after the closing of the account.
 - 1.4.4 Non-account-based relationships exist where the client does not have an account but has conducted two or more transactions which require the casino or community gaming centre to ascertain the identity of the individual or confirm the existence of a corporation or other entity within a maximum of five (5) years of one another.
 - 1.4.4.a The determination of a non-account based business relationship should be established as soon as possible but within a maximum of 30 calendar days following the second transaction requiring the client's identification.
 - 1.4.4.b This relationship terminates once five (5) years pass since the last transaction requiring identity to be ascertained.
 - 1.4.5 The record shall include any information kept in any service provider or BCLC software or otherwise documented by service provider or BCLC staff.
 - 1.4.5.a This information should include documentation of any risk assessments, enhanced measures taken as part of the ongoing monitoring for patrons to mitigate risk, any third party involvement and the source of the patron's funds.

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- 1.5 Casinos and community gaming centres are obligated under the legislation to report Large Cash Transactions, Casino Disbursement Reports, Suspicious Financial Transactions and incidents related to property known to be owned or controlled by a terrorist, terrorist group, or a listed person according to the Act.
 - 1.5.1 References to 'casino(s)' in this policy refer also to community gaming centres.
- 1.6 The term 'Large Cash Transactions' (LCTR) as used in this manual may include buy-ins, disbursements and foreign exchanges at certain monetary levels.
 - 1.6.1 The policy intended to guide the Casino and Community Gaming Centre Service Providers to fulfill their responsibilities for reporting large cash transactions, large disbursements or large foreign exchanges is found in its entirety in BCLC Standards; Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting.
 - 1.6.2 References to any circumstances requiring Service Providers to report Large Cash Transactions are found in various applicable policies throughout the BCLC Standards but shall all reference the Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting policy for completion.
- 1.7 Unusual financial transactions may or may not be reportable as suspicious financial transactions in relation to money laundering. These transactions are subject to an Incident Report in CRS.
 - 1.7.1 The Patron would also be subject to an Incident Report for any other "suspicious financial activity" or attempts thereof of any amount of dollars in relation to money laundering;
 - 1.7.1.a This includes, but is not limited to, suspicion of proceeds of crimes relating to illegal drug trafficking, bribery, fraud, forgery, murder, robbery, counterfeit money, stock manipulation, tax evasion and copyright infringement.
 - 1.7.2 See SUSPECTED MONEY LAUNDERING/"SUSPICIOUS FINANCIAL TRANSACTION" in this policy.

Redacted for Relevance

[Amended 09/05/2018]

2 PERSONAL INFORMATION AND ACCEPTABLE IDENTIFICATION

- 2.1 Sufficient/acceptable photo identification for a Large Cash Transaction(LCTR), Foreign Exchange and Casino Disbursement Record (CDR) is defined as a valid (not expired) document with a unique identifier number issued by a provincial, territorial or federal government, or valid foreign identification, if equivalent to an acceptable form of Canadian identification document;
 - 2.1.1 Identification document must be the original, not a copy.
- 2.2 Identification for LCTRs and CDRs shall be:
 - 2.2.1 Scanned into the Media field of the patron's Subject Profile in CRS.
- 2.3 The Service Provider shall obtain the patron's principal business or occupation prior to completing each applicable transaction.
 - 2.3.1 It is not sufficient for the patron to provide vague information such as "self-employed" or "business owner."

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- 2.3.1.a Service Provider shall question the patron further to establish the specific occupation and employment specifics;
 - (1) If patron refuses to provide the information, Service Provider shall record details of the patron's statements on the LCTR or CDR.
- 2.4 Personal information of the patron must be obtained before the patron reaches the LCTR or CDR reporting threshold.
 - 2.4.1 If the patron refuses to provide the identification when asked, further transactions shall not be completed. (see also Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting policy).
 - 2.4.2 An Incident Report in CRS shall be completed detailing the particulars of the patron's refusal.
- 2.5 Reasonable measures shall be undertaken to determine and document ownership of funds for large cash buy-ins, disbursements and foreign exchanges before any transaction of \$10,000 or more within a static 24-hour period is completed.
 - 2.5.1 'Reasonable measures' means the patron has been asked whether the funds belong to him/her only, or are on behalf of a third party. The response shall be documented and retained or electronically scanned and saved within the media tab of the reporting document. See 'Source of Funds and Reasonable Measures (SOF/RM) Reference Guide for Service Providers' in Associated Documents for reference.
 - 2.5.2 See Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting policy complete requirements.
- 2.6 Identification Sharing
 - 2.6.1 Each individual casino shall obtain or confirm identity by checking acceptable identification from the patron or reviewing the identification contained in CRS;
 - 2.6.2 Each individual casino that obtains acceptable identification from a patron for LCTR or CDR purposes shall scan the identification into the Media field of the patron's CRS Subject Profile.
- 2.7 See Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting policy for individual identification requirements for Foreign Exchange, Buy-Ins and Disbursements.

[Amended 09/09/2019]

3 SUSPECTED MONEY LAUNDERING/"SUSPICIOUS FINANCIAL TRANSACTION"

NOTE: Please refer to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) website, www.fintrac.gc.ca, for the full list of the casino industry indicators for suspicious financial transactions.

- 3.1 Casino staff should use the following list in conjunction with that provided by FINTRAC's guidelines to determine if an unusual financial transaction should be reported to BCLC Investigators via their manager and an incident report created in CRS. This list is not considered exhaustive and a common sense approach should be used at all times.

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Redacted for Security

- 3.2 If a client has made large table buy-ins with small bills, with minimal play, and attempts to cash out, the client shall receive the cash out funds at the Cash Cage in the same denominations as were presented for the buy-in or with a 'Return of Funds – Not Gaming Winnings' Convenience cheque.
- 3.2.1 The Cash Cage staff must be adequately notified of the buy-in, the denominations used, and the probability of cash out by the floor staff in order that funds may be prepared.

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- 3.3 Should any casino employee suspect an individual of money laundering or attempting to launder money which may be proceeds of crime, they shall:
Redacted for Security
- 3.3.1
- 3.3.2
- 3.3.3
- 3.4 The Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations make it a criminal offence for either BCLC and/or the Service Provider to advise an individual that they are suspected of a reportable suspicious financial transaction and/or money laundering incident.
- 3.4.1 The law prohibits BCLC and/or the Service Providers from alerting the patron that a report will be sent to the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC").
- 3.4.1.a BCLC and/or the Service Providers shall not disclose to an individual that they have made, are making or will make a report to the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC"), or disclose the contents of such a report, with the intent to prejudice a criminal investigation, whether or not a criminal investigation has begun.
- 3.5 Casino Security/Surveillance shall complete an Incident Report in the Casino Reporting System (CRS).
- 3.6 Casino Security and Surveillance shall report all attempted or completed unusual financial transactions in relation to money laundering transactions and/or money laundering incidents to BCLC Investigators for review and, if appropriate, to FINTRAC within 30 days of the incident.

[Amended 09/06/2018, 01/14/2019]

Redacted for Relevance

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Article: 1-1.3 FINTRAC and Anti-Money Laundering Compliance		

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5 ANTI-MONEY LAUNDERING (AML) TRAINING

- 5.1 Anti-Money Laundering (AML) training is mandatory for all front line and senior management Service Provider staff who have contact with clients, who see client transaction activity, who handle cash or funds in any way or who are responsible for implementing or overseeing the compliance regime with the exception of janitorial, or food and beverage staff who do not serve on the gaming floor.
 - 5.1.1 Service provider staff can either attend BCLC Security classroom training or complete the BCLC on-line training course.
 - 5.1.2 AML Training is to be completed prior to staff working on the gaming floor.
 - 5.1.2.a Training should be incorporated in the “on-boarding” process for new employee hires.
 - (1) Non-supervisory casino personnel may work under the direct (1:1) supervision of a GPEB-registered management representative or training supervisor who has completed the current BCLC Anti-Money Laundering (AML) training, for a period not to exceed one (1) operating day, during the employee’s initial job training period.
- 5.2 AML training must be taken again every year after initial training in order to refresh the staff member with any updates or revisions.

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- 5.2.1 Staff members shall only be allowed to work on the gaming floor if they have completed the required training yearly.
- 5.3 Service Provider is responsible to ensure the BCLC on-line training website is up-to-date with any:
 - 5.3.1 New employee hires added;
 - 5.3.2 Terminated employees made inactive; and
 - 5.3.3 Employees on leave require a comment added to their account (e.g. Maternity, Sick, etc.).

[Amended 09/06/2018, 01/14/2019]

6 BCLC FORMAL COMPLIANCE REGIME

- 6.1 As part of BCLC's formal compliance regime, all BCLC staff working directly with Service Providers at casinos and community gaming centres are expected to assist in the monitoring of full and proper reporting of Large Cash Transactions, Foreign Exchanges or Casino Disbursements and Suspicious Financial Transactions (STRs).
 - 6.1.1 This includes the following positions:
 - 6.1.1.a BCLC Chief Compliance Officer and Vice President of Legal, Compliance, Security;
 - 6.1.1.b BCLC Director of Anti-Money Laundering (AML) and Investigations;
 - 6.1.1.c BCLC Director, Security, Privacy & Compliance;
 - 6.1.1.d BCLC Manager, Anti-Money Laundering (AML) Intelligence;
 - 6.1.1.e BCLC Manager, Anti-Money Laundering (AML) Programs;
 - 6.1.1.f BCLC Anti-Money Laundering (AML) Business Intelligence Analysts;
 - 6.1.1.g BCLC Manager, Investigations
 - 6.1.1.h BCLC Assistant Manager, Investigations;
 - 6.1.1.i BCLC Investigators;
 - 6.1.1.j BCLC Manager, Corporate Security and Compliance;
 - 6.1.1.k BCLC Assistant Manager, Operational Gaming Compliance;
 - 6.1.1.l BCLC Gaming Compliance Officers (GCO);
 - 6.1.1.m BCLC Managers, Business Operations (MBOs);
 - 6.1.1.n BCLC Senior Technicians;
 - 6.1.1.o BCLC Slot Technicians;
 - 6.1.1.p BCLC Information Technology Senior Technical Analyst;
 - 6.1.1.q BCLC Senior Manager, Risk Advisory Services.

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Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting

1 GENERAL

- 1.1 Casino and community gaming centre employees shall follow the appropriate patron tracking and identification procedures when multiple transactions with or for the benefit of the rightful owner of the cash/chips or, by a third party are transacted.
- 1.2 When such transactions reach \$10,000.00 or more within a static period of twenty-four (24) consecutive hours, all transactions recorded on the record shall be entered into the FINTRAC Entry screen in the FINTRAC Module of the Casino Reporting System (CRS). The system shall ensure the appropriate records are created for forwarding to FINTRAC.
 - 1.2.1 Each buy-in, cash-out (disbursement), or jackpot payment (disbursement) shall be recorded separately on the Large Cash Transaction, Foreign Exchange and Disbursement FINTRAC Entry screen.
 - 1.2.2 CRS FINTRAC Module is capable of tracking patrons on a 24 hour static period for reporting purposes and when appropriate thresholds are reached will create:
 - 1.2.2.a A Large Cash Transaction Report; or
 - 1.2.2.b A Foreign Exchange Report; or
 - 1.2.2.c A Casino Disbursement Report.
- 1.3 For clarity, a 'static period' begins with the patron's first transaction; and
 - 1.3.1 In a continuously running site, ends 24 consecutive hours after the first transaction;
 - 1.3.2 In a non-continuously running site, ends at the close of operational hours, unless
 - 1.3.2.a The site becomes aware or has reason to know that a known client has conducted two or more cash transactions of less than \$10,000 each within a 24-hour period on two separate operational days that add up to \$10,000, a FINTRAC entry report shall be created.
- 1.4 A Large Cash Transaction, Foreign Exchange and Disbursement Record shall be completed for any individual who:
 - 1.4.1 Exchanges \$10,000.00 (CDN) equivalent or more in foreign currency in one or more transactions in a twenty-four (24) hour static period (for Foreign Exchange Report);
 - 1.4.1.a Each type of foreign currency (i.e. US or Yen, etc.) exchanged in a 24 hour static period requires a separate entry;
 - 1.4.1.b Any exchange of \$3000.00 (CDN) equivalent or more shall be entered into the FINTRAC Entry screen.
 - (1) The system will ensure the appropriate record is created and sent to FINTRAC when reporting thresholds are reached.
 - 1.4.2 Buys in for \$10,000.00 (CDN) or more in one or more transactions in a twenty-four (24) hour static period (for Large Cash Transaction Report (LCTR));
 - 1.4.3 Cashes out for a disbursement of \$10,000.00 (CDN) or more in one or more transactions in a twenty-four (24) hour static period (for Casino Disbursement Report);

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- 1.4.4 Wins a jackpot of \$10,000.00 (CDN) or more in one or more transactions (excluding bingo jackpots) in a twenty-four (24) hour static period (for Casino Disbursement Report).

2 SOURCE OF FUNDS

- 2.1 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron. See 'Source of Funds and Reasonable Measures (SOF/RM) Reference Guide for Service Providers' in Associated Documents for reference.
- 2.1.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
- 2.1.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.
- 2.2 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses shall not be accepted.
- 2.2.1 An MSB is defined as an individual or an entity, other than a regulated financial institution, that is engaged in the business of any of the following activities:
- 2.2.1.a Foreign exchange dealing;
- 2.2.1.b Remitting or transmitting funds by any means or through any individual, entity or electronic funds transfer network;
- 2.2.1.c Issuing or redeeming money orders, traveler's cheques or other similar negotiable instruments.

[Added 09/06/2018, 01/14/2019, 04/01/2019, 09/09/2019]

3 PERSONAL INFORMATION

- 3.1 For the purposes of this section, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations require that the following personal information be obtained:
- 3.1.1 For foreign exchanges of \$3,000.00 (CDN equivalent) or more, the assigned casino or community gaming centre employee shall enter on the FINTRAC Entry screen the Large Cash Transaction, Foreign Exchange and Disbursement Record, recording:
- 3.1.1.a The patron's name, address (whether local or foreign), occupation and date of birth;
- (1) If a foreign address is given but the patron is known to be gaming at the site often enough such that patron does not appear to be a visitor, a local resident address shall also be obtained.
- 3.1.1.b The type, place of issue and reference number of the acceptable identification produced to verify the name;
- 3.1.1.c The Canadian dollar value of the foreign exchange, based on the daily average exchange rate to pay the customer, as posted by the Bank of Canada;

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Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

- (1) Each type of foreign currency exchanged requires a separate entry in the FINTRAC Entry screen.
- 3.1.1.d If the foreign currency is presented in cash, certified cheque or bank draft a receipt bearing the name of the financial institution, account number and patron's name must be produced. See SOURCE OF FUNDS.
- 3.1.1.e The assigned casino or community gaming centre employee shall record his/her name, title, and GPEB number attesting to the transaction in the 'notes' portion of the electronic FINTRAC Entry Record and record the amount of the currency given to the patron in the disbursement tab of the electronic module unless the name, title and GPEB number is already recorded in an approved tracking sheet which is scanned into the Media field.
- 3.1.2 For cash-outs (disbursements), sufficient /acceptable photo identification is required to identify the patron when the total reaches \$10,000.00.
- 3.1.3 For buy-ins, the patron must provide sufficient/acceptable photo identification to identify the patron upon request.
 - 3.1.3.a The patron shall be asked to produce the identification upon reaching \$10,000.00 total buy-in or if an additional request for buy-in would reach or exceed the reportable threshold.
 - (1) If patron refuses to produce identification, buy-in shall not be accepted and all further gaming privileges suspended until the identification is produced.
 - (2) An Incident Report in CRS shall be completed and BCLC AML unit shall be alerted.
 - 3.1.3.b If the buy-in is presented in cash, certified cheque or bank draft a receipt bearing the name of the financial institution, account number and patron's name must be produced. See SOURCE OF FUNDS.
- 3.2 Reasonable measures shall be undertaken to determine and document ownership of funds for large cash buy-ins, disbursements and foreign exchanges before any transaction of \$10,000 or more within a static 24-hour period is completed.
 - 3.2.1 'Reasonable measures' means the patron has been asked whether the funds belong to him/her only, or are on behalf of a third party. The patron must also be asked for the source of the funds and the receipt showing the source for any cash or cash equivalent buy-in \$10,000 or more. The response shall be documented and retained and electronically scanned and saved within the media tab of the reporting document. The original receipt is to be retained and not returned to the patron. See 'Source of Funds and Reasonable Measures (SOF/RM) Reference Guide for Service Providers' in Associated Documents for reference.
 - 3.2.1.a If the patron has verified the funds belong to him/her only, and the identification has been verified, the transaction may be completed. The responses shall be documented on the Reasonable Measures/Source of Funds template and the completed template retained and electronically scanned and saved within the media tab of the reporting document.
 - 3.2.1.b Third party transactions are not permitted under any circumstances.
 - 3.2.1.c All cash and bearer monetary instruments (bank drafts/ certified cheques) totaling \$10,000 or more require a source of funds declaration

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by the patron prior to acceptance for buy-in. This declaration shall be documented on the Reasonable Measures/Source of Funds template and shall be scanned into the media tab for large cash transaction reports. Receipt(s) showing the name of the financial institution that was the source of funds, the account number and the patron's name must be produced and scanned into the media tab.

- (1) The original receipt(s) is to be retained and not returned to the player.

3.2.1.d If a buy-in is requested that would reach the large cash transaction reporting threshold and the patron refuses to reveal the source of the funds, the transaction shall not be completed and the response shall be documented in an Unusual Financial Transaction Incident Report in CRS and on the Reasonable Measures/Source of Funds template. The completed template shall be retained and electronically scanned and saved within the media tab of the Incident Report.

- (1) All gaming privileges will be suspended and the patron shall be asked to leave the facility.
- (2) An Incident Report in CRS shall be completed and BCLC AML unit shall be alerted.

3.2.1.e If a buy-in is requested that would reach the large cash transaction reporting threshold and the patron does not produce the receipt from the financial institution, the transaction shall not be completed. See SOURCE OF FUNDS.

3.3 Sufficient/acceptable photo identification for a Large Cash Transaction, Foreign Exchange and Disbursement Record is defined as a valid (not expired) document with a unique identifier number issued by a provincial, territorial or federal government, or valid foreign identification, if equivalent to an acceptable form of Canadian identification document.

3.3.1 Identification document must be the original, not a copy.

3.4 Identification for Large Cash Transaction, Foreign Exchange and Disbursement Records shall be:

3.4.1 Scanned into the Media field of the patron's Subject Profile in CRS.

3.5 The Service Provider shall obtain the patron's principal business or occupation prior to completing the applicable transaction.

3.5.1 It is not sufficient for the patron to provide vague information such as "self-employed" or "business owner".

3.5.1.a Service Provider shall question the patron further to establish the specific occupation and employment specifics;

- (1) If patron refuses to provide the specific information required for clarification or if the patron completely refuses to disclose any principle business or occupation information, the transaction shall not be completed; and
- (2) An Incident Report in CRS shall be completed detailing the particulars of the patron's refusal.

3.6 Personal information of the patron must be obtained before the patron reaches the reporting threshold.

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Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

- 3.6.1 The patron shall be asked to produce identification upon reaching a \$9000 total buy-in;
- 3.6.1.a If the patron cannot or refuses to produce identification, they shall be informed of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations reporting requirement and that they will not be allowed to reach the \$10,000 reporting threshold without producing identification.
- (1) Patron can continue to play and buy-in until such time as the requested buy-in would cause the reporting threshold to be reached, at which time the buy-in shall be refused until identification is produced.
- (2) Example: Patron reaches \$9000 buy-in, refuses to produce identification, then buys in for a further \$600. Reporting threshold has not been reached so patron may continue playing. Patron asks to buy-in a further \$400 – the request is refused.
- 3.6.1.b Table Game Floor Manager and Dealer Supervisor shall maintain a vigilant watch for further buy-ins from the patron to ensure the reporting threshold is not reached; and
- 3.6.1.c The Dealer shall be instructed not to accept buy-ins that would cause the reporting threshold to be reached.
- 3.6.1.d Surveillance shall be informed of the identity of the patron when the identification is shown in order to enable the Subject Module to be checked; or, that the patron has refused to produce identification.
- 3.6.1.e An Incident Report in CRS shall be completed detailing the particulars of the patron's refusal.

[Amended 09/06/2018, 09/19/2018, 04/01/2019, 09/09/2019]

4 RECORD RETENTION

Redacted for Security

BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.4—6
	Last Revised Date September 9, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

Redacted for Security

5 CONFIDENTIALITY

- 5.1 The Large Cash Transaction, Foreign Exchange and Disbursement Records shall be safeguarded at all times in order to protect the privacy of the individuals involved

Redacted for Security

- 5.3 In the event the police inquire about a player, the Service Provider shall refer them to:
- 5.3.1 The BCLC Investigator or BCLC Consumer Services if the Investigator is unavailable.
- 5.3.1.a The Service Provider shall only release a Large Cash Transaction, Foreign Exchange and Disbursement Record to the police upon production of a search warrant.
- 5.3.1.b An Incident Report in CRS shall be completed and BCLC Investigations shall be alerted.
- 5.4 The Service Provider shall advise the BCLC Director of AML & investigations or designate of a warrant requiring release of a Large Cash Transaction, Foreign Exchange and Disbursement Record.
- 5.4.1 In the event the police contact a Service Provider requesting a Large Cash Transaction, Foreign Exchange and Disbursement Record, the Casino or Community Gaming Centre Manager or designate shall immediately provide all relevant details surrounding the request to the BCLC Director of AML & investigations or designate.
- 5.4.2 In the event a search warrant is served on the Service Provider, the Service Provider shall contact the BCLC Director of AML & Investigations or designate prior to release.
- 5.4.3 The Service Provider shall ensure all documents seized by the police are photocopied and held by the Service Provider for future reference.
- 5.4.4 An Incident Report in CRS shall be completed and BCLC AML unit shall be alerted.

BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.4—7
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Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

[Amended 09/06/2018]

6 SUSPECTED MONEY LAUNDERING/SUSPICIOUS FINANCIAL TRANSACTION

NOTE: Please refer to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) website, www.fintrac.gc.ca, for the full list of the casino industry indicators for suspicious financial transactions.

- 6.1 Should any casino or community gaming centre employee suspect an individual of money laundering or attempting to launder money which may be proceeds of crime, they shall:
 - 6.1.1 Immediately notify their supervisor who shall
 - 6.1.1.a Ensure that all procedures are completed as per General – FINTRAC and Anti-Money Laundering Compliance policy, including, if the suspicion is found to be adequately supported, instructing the employee to refuse the transaction.
 - 6.1.1.b Complete an Incident Report on CRS and document any and all details surrounding the incident;
 - 6.1.1.c Send a Section 86 report to GPEB;
 - (1) At facilities with manned surveillance, the Surveillance department shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.
 - (2) At facilities with unmanned surveillance, the Facility Manager or his designate shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.

[Amended 09/06/2018]

Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.4—8
	Last Revised Date September 9, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

[Amended 09/06/2018]

8 FOREIGN EXCHANGE

- 8.1 As per the Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations, the foreign exchange rate to pay the patron shall be converted into Canadian dollars based on the official conversion rate of the Bank of Canada for that currency, as published in the Bank of Canada's Daily Exchange Rates, and based on the daily average exchange rate.
 - 8.1.1 The Bank of Canada daily average exchange rate can be found at:
<http://www.bankofcanada.ca/rates/exchange/daily-exchange-rates>.
 - 8.1.2 Casino and community gaming centre employees may obtain the Bank of Canada daily average exchange rate from the BCLC Representative or BCLC Finance - CCG.
- 8.2 For one or more transactions totaling \$3,000.00 or more (CDN equivalent), the assigned casino or community gaming centre employee shall complete the Large Cash Transaction, Foreign Exchange and Disbursement Record in the FINTRAC Entry screen of the CRS, recording:
 - 8.2.1 The patron's name, address (whether local or foreign), occupation and date of birth;
 - 8.2.2 The type, place of issue and reference number of the acceptable identification produced to verify the name;
 - 8.2.2.a The identification shall be scanned into the Media field of the 'Subject Profile' in CRS.
 - 8.2.3 The Canadian dollar value of the foreign exchange, based on the daily average exchange rate as posted by the Bank of Canada. This is updated in GMS by BCLC every weekday.
 - 8.2.4 Each type of foreign currency (i.e. US or Yen, etc.) exchanged requires a separate entry in the FINTRAC Entry screen.
 - 8.2.5 If cash, certified cheque or bank draft is presented, the receipt from the financial institution showing the name of the financial institution, account number and patron's name shall be scanned to the media tab of the reporting document.
 - 8.2.5.a The original receipt(s) is to be retained and not returned to the player.
 - 8.2.5.b See SOURCE OF FUNDS.
- 8.3 Casino and community gaming centre employee(s) shall record their name, title, GPEB number in the 'notes' portion of the FINTRAC Entry record attesting to the amount of Canadian currency given to the patron unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
- 8.4 The Cashier shall provide the Cage Supervisor or designate with the patron tracking card for entry in the Casino Reporting System and filing.
- 8.5 The Cage Supervisor shall complete the FINTRAC Entry Screen in the FINTRAC module in the Casino Reporting System (CRS).
- 8.6 The Cashier shall decline the exchange request in the event the patron refuses or is unable to produce acceptable identification.
 - 8.6.1 The Cashier shall explain the requirements of the legislation and return the monetary instrument to the patron.

[Amended 09/06/2018, 09/19/2018, 04/01/2019]

BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.4—9
	Last Revised Date September 9, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

9 BUY IN

- 9.1 The Large Cash Transaction Record (LCTR) shall be completed by the assigned casino or community gaming centre employee for any patron buying chips, cash and/or coin for \$10,000.00 or more, in one or more transactions within the static period, either of twenty-four (24) consecutive hours or until close of operational hours, whichever is applicable.
- 9.2 Patrons shall be asked for the following particulars of identification as soon as it becomes apparent their buy-ins may approach the LCTR threshold, recording:
 - 9.2.1 The patron's name, address (whether local or foreign), occupation and date of birth;
 - 9.2.2 The type, place of issue and reference number of the acceptable identification produced to verify the name;
 - 9.2.2.a The identification shall be scanned into the Media field of the Subject Profile in CRS; and
 - 9.2.3 The assigned casino or community gaming centre employee shall record their name, title and GPEB number attesting to the transaction in the 'notes' portion of the electronic FINTRAC Entry record in the Casino Reporting System, unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
 - 9.2.4 The assigned casino or community gaming centre employee shall record each of the individual "buy-in" dollar value amounts as well as the total dollar value of the "buy-in" in the "Pit Transactions/Slot Machines Cash Buy In" area of the tracking sheets.
 - 9.2.5 If patron refuses to produce identification, the buy-in shall not be accepted and all gaming privileges suspended until acceptable identification is produced.
 - 9.2.6 The assigned casino or community gaming centre employee shall, for buy-ins of cash, certified cheque or bank draft, request the receipt for the source of funds, which shall bear the name of the financial institution, account number and patron's name;
 - 9.2.6.a The receipt shall be scanned into the media tab of the reporting document.
 - 9.2.6.b The original receipt(s) is to be retained and not returned to the player.
 - 9.2.6.c See SOURCE OF FUNDS.
 - 9.2.7 In no case will a patron be allowed to reach the reporting threshold without producing identification, including all particulars detailed in PERSONAL INFORMATION and, if required, the receipt from the financial institution showing the source of funds;
 - 9.2.8 Patrons shall be asked for identification when the buy-in total reaches \$9000.00 as per PERSONAL INFORMATION or if the buy-in amount would place the total buy-in at the reporting threshold.
 - 9.2.8.a Examples:
 - (1) If patron has already bought in for \$6000, then requests a further buy-in of \$4000 and refuses to produce identification, the \$4000 buy-in shall be refused, all gaming privileges suspended until acceptable identification is produced and an Incident Report in CRS shall be completed;
 - (2) If patron has bought in for smaller amounts totaling \$8000, then requests a further buy-in of \$2000 and refuses to produce identification, the \$2000 buy-in shall be refused, all gaming privileges

BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.4—10
	Last Revised Date September 9, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

suspended until acceptable identification is produced and an Incident Report in CRS shall be completed.

9.3 In the event a patron reaches a buy-in threshold, through two or more transactions, of \$10,000.00 then refuses or is unable to produce acceptable identification, as applicable:

9.3.1 The patron shall be advised that no further play is allowed until identification is obtained and scanned into the CRS;

9.3.2 The patron shall be asked to leave;

9.3.3 When the individual is about to exit the casino or community gaming centre, floor security shall attempt to obtain ID from the individual;

9.3.4 Redacted for Security

9.3.5 The patron shall be advised that they shall not be permitted to return to play in the casino or community gaming centre until acceptable identification is produced;

9.3.6 An Incident Report shall be generated in CRS.

9.3.7 If the patron visits the casino or community gaming centre again, they shall be asked at the front door to present identification prior to being admitted.

9.3.8 If the patron provides identification and if the identification is acceptable, the Security Officer shall:

9.3.8.a Update the original Incident Report with the information that the identification has been provided and is acceptable.

(1) Exception: If the patron is considered subject to reporting for a suspicious transaction report, the identification shall be scanned into the Media field of the patron's Subject Profile in CRS.

9.4 In the event a patron's identification has been collected and recorded for reporting purposes before the FINTRAC reporting threshold is reached, but the patron's activity never reaches the reportable threshold, all recorded information shall be destroyed to protect the patron's privacy.

9.4.1 Exception: If the patron is considered subject to reporting for a suspicious transaction report.

(Amended 09/06/2018, 09/19/2018, 04/01/2019)

10 CASH OUT (DISBURSEMENT)

10.1 The disbursement portion of the electronic FINTRAC Entry Record shall be completed by the assigned casino or community gaming centre employee for any patron cashing out chips or receiving payment for a slot or table game jackpot/CC (disbursement) for \$10,000.00 or more, in one or more transactions within the static period, either twenty-four (24) consecutive hours or until close of operational hours, whichever is applicable, recording:

10.1.1 The patron's name, address (whether local or foreign), occupation and date of birth;

10.1.2 The type, place of issue and reference number of the acceptable identification produced to verify the name;

10.1.2.a The identification shall be scanned into the Media field of the Subject Profile in CRS.

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Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

- 10.1.3 If a cheque for a 'verified win' was issued (See Cage - Service Provider Cheques), the name, title and GPEB number of the casino or community gaming centre employee who verified the win, and the table, slot machine, or electronic gaming machine number of the win shall be recorded in the 'notes' portion of the electronic FINTRAC Entry Record, unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
- 10.1.3.a Document the cheque reference number and amount.
- 10.1.4 The assigned casino or community gaming centre employee shall record their name, title and GPEB number attesting to the amount of the cash-out (disbursement) by the patron in the 'notes' portion of the electronic FINTRAC Entry Record, unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
- 10.1.5 The assigned casino or community gaming centre employee completing the patron tracking card shall provide the Cage Supervisor or designate with the patron tracking card for scanning and entry in the electronic FINTRAC Entry Record in the Casino Reporting System.
- 10.1.5.a If a cheque for a 'verified win' was issued, the Cage Supervisor or designate shall input the name and GPEB number of the employee who verified the win, the table or slot machine number of the win, (unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field) and the cheque reference number in the Notes field of the Disbursement Entry.
- 10.1.6 If a client has made large table buy-ins with small bills, with minimal play, and attempts to cash out, the client shall receive the cash out funds at the Cash Cage in the same denominations as were presented for the buy-in or with a 'Return of Funds – Not Gaming Winnings' Convenience cheque.
- 10.1.6.a The Cash Cage staff must be adequately notified of the buy-in, the denominations used, and the probability of cash out by the floor staff in order that funds may be prepared.
- 10.1.7 If the patron advises they do not and cannot obtain acceptable identification the disbursement shall not be completed.
- 10.1.7.a For slot or table game jackpot wins, a 'Postpone or Delay Jackpot' shall be processed and notification shall be forwarded to the BCLC Investigator;
- 10.1.7.b For chip exchanges, the chips shall be pushed back and the patron shall be notified the cash out will not be completed until identification is presented;
- 10.1.7.c An Incident Report in CRS shall be completed.

[Amended 04/01/2019]

11 PATRON TRACKING

- 11.1 All large cash "buy-in" and "cash-out" (disbursement) transactions shall be tracked in the event a series of transactions may amount to a total of \$10,000.00 or more within a static period, either of twenty-four (24) consecutive hours or until the close of operational hours, whichever is applicable. For example, a buy-in of \$3,000.00 must be tracked because there is a reasonable chance that the patron's total buy-ins for the day may amount to \$10,000.00.

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	Last Revised Date September 9, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

- 11.2 All foreign exchanges under \$3,000.00 shall be tracked as described above in FOREIGN EXCHANGE.
- 11.3 All large foreign exchanges (\$3000.00 (CDN equivalent) or more) shall be tracked in the event a series of transactions may amount to the total of \$10,000.00 (CDN equivalent) or more within the static period, either of twenty-four (24) consecutive hours or until close of operational hours, whichever is applicable.
- 11.4 Each transaction (buy-in, disbursement, foreign exchange or jackpot payment) shall be recorded separately in the electronic FINTRAC Entry Record.
- 11.5 The patron tracking card or a photocopy of the patron tracking card used in the process of tracking buy-ins and cash-outs shall be scanned into the 'media tab' of the electronic FINTRAC Entry Record.

[Amended 09/06/2018, 09/19/2018]

12 REPEAT PATRONS

- 12.1 Once a Large Cash Transaction, Foreign Exchange and Disbursement Record has been fully completed it shall be considered sufficient as acceptable identification.
 - 12.1.1 For any new Large Cash Transaction, Foreign Exchange and Disbursement Record required, the assigned casino or community gaming centre employee shall record:
 - 12.1.1.a The name of the patron and all other mandatory information within the electronic FINTRAC Entry Record, in compliance with FINTRAC reporting requirements.
 - 12.1.1.b The assigned casino or community gaming centre employee shall record their name, title and GPEB number attesting to the transaction in the 'notes' portion of the electronic FINTRAC Entry Record, unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
 - 12.1.1.c The remainder of the form detailing "buy-ins", "cash-outs" (disbursements) and foreign exchanges shall be completed as per previous instructions.
- 12.2 The Service Provider shall ensure that the identification scanned into the Media field of the repeat patron's Subject Profile in CRS is valid and that the client information, which includes identification, is updated at least every 2 years or as required and the update shall be documented in the subject profile comments.
 - 12.2.1 Additionally, as per Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations any patrons identified as 'high risk' require more frequent monitoring of the business relationship, including updating patron identification and information more frequently and adopting any other appropriate enhanced monitoring measures.
 - 12.2.1.a For patrons identified by BCLC as HIGH RISK, all identification and information including current address, telephone contact, occupation and employer name or, if the owner of a company, the company name shall be validated at least every 18 months;
 - 12.2.1.b The client information and identification shall be updated; and
 - 12.2.1.c The validation and update shall be documented in the subject profile comments.

[Amended 04/01/2019]

BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.4—13
	Last Revised Date September 9, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.4 Large Cash Transactions, Foreign Exchange and Disbursement Reporting		

13 CASH OUT SPLITTING

- 13.1 Once a Cashier has refused a patron's request for a cash out (disbursement) due to lack of acceptable identification, no Cashier, during the same static period of such refusal, either of twenty-four (24) consecutive hours or until the close of operational hours, whichever is applicable, shall cash out the chips or redeem any tickets when presented by:
- 13.1.1 The same individual but in lesser amounts;
 - 13.1.2 A third party;
 - 13.1.3 Several individuals, having divided the chips or tickets amongst them and clearly cashing out for the benefit of the initial patron.

14 IDENTIFICATION SHARING

- 14.1 Each individual casino or community gaming centre shall obtain or confirm identity by checking acceptable identification from the patron or reviewing the identification contained in CRS;
- 14.1.1 Large Cash Transaction, Foreign Exchange and Disbursement Records shall not be shared between casinos or community gaming centres.
- 14.2 Each individual casino or community gaming centre that obtains acceptable identification from a patron for Large Cash Transaction, Foreign Exchange and Disbursement Record purposes shall scan the identification into the Media field of the patron's CRS Subject Profile in CRS.

15 FILING LARGE CASH TRANSACTION, FOREIGN EXCHANGE AND DISBURSEMENT RECORDS

- 15.1 FINTRAC entries in the FINTRAC Module on CRS must be completed within 72 hours of the first transaction for each Large Cash Transaction, Foreign Exchange and Disbursement Record.
- 15.2 BCLC Investigators shall monitor the submissions of the FINTRAC Reports to FINTRAC from the system to ensure they have been sent within 15 days of the date the FINTRAC Module on CRS was completed.

16 ANTI-MONEY LAUNDERING (AML) TRAINING

- 16.1 Anti-Money Laundering (AML) training is mandatory all front line and senior management Service Provider staff who have contact with clients, who see client transaction activity, who handle cash or funds in any way or who are responsible for implementing or overseeing the compliance regime with the exception of janitorial, or food and beverage staff who do not serve on the gaming floor.
- 16.1.1 See General – FINTRAC and Anti-Money Laundering Compliance policy for specific instruction.
 - 16.1.1.a Training should be incorporated in the "on-boarding" process for new employee hires.

[Amended 07/05/2019]

BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.5—1
	Last Revised Date April 1, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.5 Large Table Buy-Ins		

Article: 1-1.5 Large Table Buy-Ins

ANNOTATION

Patrons buying in at gaming tables with large amounts of cash have presented a customer service challenge, due to the time the game has to be stopped to conduct the buy-in. To facilitate excellent customer service, an alternate procedure may be used, if all requirements are fulfilled. Approval for use of this procedure must be obtained from the BCLC Regional Operations Manager prior to implementation at any property.

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3 SOURCE OF FUNDS

- 3.1 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
 - 3.1.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
 - 3.1.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.

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	Last Revised Date April 1, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.5 Large Table Buy-Ins		

- 3.2 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses shall not be accepted.
- 3.3 See also Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting.
- 3.4 If a patron buys in for table game play at the Cash Cage (Large Table Buy-In, CPV), with minimal play, the cash disbursement for chips redemptions must be in the same denominations as the patron's original buy-in; and
 - 3.4.1 An Incident Report in CRS shall be completed.

[Added 09/06/2018, 09/19/2018, 04/01/2019]

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BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.5—3
	Last Revised Date April 1, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.5 Large Table Buy-Ins		

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BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.5—4
	Last Revised Date April 1, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.5 Large Table Buy-Ins		

6 SERVICE PROVIDER CHEQUE CASHING

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BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.5—5
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Article: 1-1.5 Large Table Buy-Ins		



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BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.6—1
	Last Revised Date April 1, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.6 Foreign Currency		

Article: 1-1.6 Foreign Currency

1 EXCHANGE RATES

- 1.1 Foreign exchange rates shall be set by BCLC according to the official conversion rates of the Bank of Canada, as published in the Bank of Canada's Daily Exchange Rates, and based on the daily average exchange rate.
 - 1.1.1 This can be found at <http://www.bankofcanada.ca/rates/exchange/daily-exchange-rates>.
- 1.2 BCLC shall determine which foreign currencies may be exchanged.
 - 1.2.1 The Service Provider shall determine which of those currencies will be accepted at the casino or community gaming centre.
- 1.3 Foreign coin, except American, shall not be accepted.
 - 1.3.1 American coin may be accepted at par.
- 1.4 Current exchange rates shall be posted at the Cash Cage, visible to patrons.

2 EXCHANGE

- 2.1 Patrons may only exchange their foreign currency at the Cash Cage.
 - 2.1.1 Foreign currency shall not be exchanged on the gaming floor, e.g. gaming tables or slot attendant or lottery point of purchase.
- 2.2 The Cashier shall attempt to determine that the foreign currency is not counterfeit.
 - 2.2.1 The Cashier shall notify the Cage Supervisor if there is any question as to the legitimacy of the currency.
- 2.3 All foreign currency exchanges must be entered into GMS Cage.

3 SOURCE OF FUNDS

- 3.1 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
 - 3.1.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
 - 3.1.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.
- 3.2 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses shall not be accepted.
 - 3.2.1 An MSB is defined as an individual or an entity, other than a regulated financial institution, that is engaged in the business of any of the following activities:
 - 3.2.1.a Foreign exchange dealing;

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Article: 1-1.6 Foreign Currency		

3.2.1.b Remitting or transmitting funds by any means or through any individual, entity or electronic funds transfer network;

3.2.1.c Issuing or redeeming money orders, traveler's cheques or other similar negotiable instruments.

3.3 See also Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting.

[Added 09/08/2018, 01/14/2019, 04/01/2019]

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BCLC Standards	Effective Date April 1, 2018	Article Page 1-1.6—3
	Last Revised Date April 1, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 1-1.6 Foreign Currency		

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BCLC Standards	Effective Date April 1, 2018	Article Page 2-1.1—1
	Last Revised Date July 9, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 2-1.1 Slots – General		

Article: 2 Gaming Operations

Article: 2-1 Alternate Dispute Resolution Qualified and Compensable Qualified

Article: 2-1.1 Slots – General

1 GENERAL

1.1 The BCLC Standards are designed to ensure that:

- 1.1.1 Internal control is maintained over all financial transactions related to slot machine operations;
- 1.1.2 The physical and electronic integrity of slot machines is maintained at all times;
- 1.1.3 Customer service is maintained at all times.

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3 CUSTOMER SERVICE

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3.2 Currency Exchange

3.2.1 While making a transaction with a patron, the Change/Slot Attendant shall:

- 3.2.1.a Take the patron's money;
- 3.2.1.b Verify the amount received in the patron's presence;
- 3.2.1.c Confirm the amount with the patron and hand the patron the change requested;
- 3.2.1.d Put the bill(s) away in the change cart or apron after the patron has accepted the transaction;
- 3.2.1.e Dust off.

3.2.2 If a patron disputes a transaction, the Change/Slot Attendant shall advise the Slot Supervisor.

BCLC Standards	Effective Date April 1, 2018	Article Page 2-1.1—2
	Last Revised Date July 9, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 2-1.1 Slots – General		

3.3 Purchasing TITO tickets for patrons (for Cash Cages with ticket printers)

3.3.1 If a patron requests a Slot Attendant to purchase TITO tickets on their behalf, the Slot Attendant shall.

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3.3.2 If a patron disputes a transaction, the Change/Slot Attendant shall advise the Slot Supervisor.

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BCLC Standards	Effective Date April 1, 2018	Article Page 2-1.1—3
	Last Revised Date July 9, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 2-1.1 Slots – General		

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BCLC Standards	Effective Date April 1, 2018	Article Page 2-1.1—4
	Last Revised Date July 9, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 2-1.1 Slots – General		

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6 UNUSUAL ACTIVITIES

6.1 All casino or community gaming centre personnel shall report to slot supervisory personnel any unusual situations or activities including:

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Article: 2-1.16 Table Games – General Rules and Regulations		

Article: 2-1.16 Table Games – General Rules and Regulations

1 APPROVAL OF TABLE GAMES

- 1.1 The BCLC Vice President, Casino and Community Gaming shall provide initial approval in writing, the mix, type, number, variety and location of table games to be offered for play in each casino.
- 1.2 BCLC shall determine the allowable rules of play for table games.
- 1.3 Service Providers wishing to make table games changes, including relocation of a progressive game, shall submit a written proposal to their respective BCLC Casino Regional Operations Manager.
 - 1.3.1 No table games changes shall be made without written authorization from the BCLC Director, Operations or the BCLC Senior Manager, Operations.
- 1.4 A newly installed or relocated table shall not open until changes are made in the Gaming Management System.

2 GAMING FLOOR DEFINITIONS

- 2.1 'Main Floor' means the area of the gaming floor that is accessible to all players, in an open area; and
 - 2.1.1 Players can wager on multiple player positions on the table;
 - 2.1.2 Table aggregate wagers are not allowed;
 - 2.1.3 Maximum table game bet limit on Main Floor tables is \$2500 per player position;
 - 2.1.3.a Exception: Low limit Blackjack tables (LBJX), as approved by BCLC, must have a bet limit range of minimum bet \$5 and maximum bet \$50;
 - (1) Tables designated as LBJX must be in operation Friday through Sunday from 6 pm to 12 am; and
 - (2) Each player may only play one position if there is a waiting list.
- 2.2 'Segregated Floor' means the area(s) of the gaming floor that is visible and accessible to all players but may need the Service Provider's invitation for usage; and
 - 2.2.1 The floor is separated from the open main floor, in the approved manner (see SEGREGATED FLOOR AREA);
 - 2.2.2 Players can wager on multiple player positions on the table;
 - 2.2.3 The maximum table game bet limit on the Segregated Floor is \$5000 per player position;
 - 2.2.4 Individual players may wager up to a maximum of \$25,000 per round;
 - 2.2.5 Table aggregate wagers up to \$50,000 are allowed for the Squeeze Play Baccarat game only.
- 2.3 'Private Rooms' means the enclosed rooms for High Limit VIP players where entry is only accessible by Service Provider invitation; and;
 - 2.3.1 The room is enclosed and designated for 1 or 2 private tables;
 - 2.3.2 Players can wager on multiple player positions on the table;
 - 2.3.3 The maximum table game bet limit in the Private Rooms is \$10,000 per player position;

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- 2.3.4 Individual players may wager up to a maximum of \$100,000 per round;
- 2.3.5 Table aggregate wagers up to \$100,000 are allowed for Squeeze Play Baccarat only.

3 TABLE GAME CATEGORIES

- 3.1 Category 'A' table games, as referenced in the Operational Services Agreement (OSA), are defined as table games situated on the Main Floor or Segregated Floor (see GAMING FLOOR DEFINITIONS).
- 3.2 Category 'B' table games, as referenced in the OSA, are defined as table games situated in the Private Rooms.
- 3.3 Electronically Assisted Table Games, Low Limit Blackjack, Craps and Community Poker are not included in the definitions of Category 'A' or Category "B" for commission.

[Added 09/30/2019]

4 BETS

- 4.1 Cash play shall not be permitted.
- 4.2 Chips may be purchased at the gaming table only with Canadian currency.
- 4.3 All chip bets shall be placed in multiples of:
 - 4.3.1 \$.50 chips for Roulette, Sic Bo, Wheels of Fortune;
 - 4.3.2 \$1.00 for all other table games.
- 4.4 All bets shall be made with value chips or Match/Free Play coupons except:
 - 4.4.1 Roulette shall use only non-value chips except for outside bets and one player on the inside;
 - 4.4.2 A procedure shall be used which uniquely identifies an individual player's bets.
- 4.5 Except for Poker, all value chips shall be redeemed at the cash cage.
- 4.6 For the purposes of these policies, a bet placed for the Dealer on any table game is considered a 'contract' bet; and
 - 4.6.1 If the bet loses, will be taken in the normal sequence of play;
 - 4.6.2 If the bet wins, will be paid at the full odds in the normal sequence of play; except
 - 4.6.2.a If the bet is made on a table game Bonus that is subject to an aggregate amount rule, and the aggregate amount rule is required to be enforced in the hand, the Dealer bet shall be paid even money only.

5 DEFINITION OF BETTING TERMS

- 5.1 'Player position' is determined to mean the seat at the table with betting spots where players may place wagers.
 - 5.1.1 Players may play more than one position at specified table games.
- 5.2 'Betting spot' is determined to mean the areas on the table that a player may place a wager at any 'Player position'; for example, the Tie bet and the Banker bet in the game of Baccarat are two different bet spots at one Player position.
 - 5.2.1 A bet placed for the dealer is considered a betting spot for betting limit purposes.

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6 APPROVAL OF BET LIMITS

6.1 Approved maximum bet limits for all table games to be offered for play in each casino:

- 6.1.1 Service Providers may determine the allowable bet limits per betting spot on tables on the main gaming floor up to a maximum of \$2500 per betting spot.
- 6.1.2 Service Providers may request to have a segregated floor area with bet limits up to a maximum of \$5000 per betting spot and using table aggregates for Squeeze Play Baccarat. If approval from the BCLC Director of Operations is granted the conditions stated in SEGREGATED FLOOR AREAS shall be followed.
- 6.1.3 Service Providers may determine the allowable bet limits for the Squeeze Play Baccarat table games in the private rooms up to a maximum \$100,000 aggregate per table per round of play – see also PRIVATE ROOMS - HIGH LIMIT VIP.
 - 6.1.3.a The BCLC Director of Operations, Casino and Community Gaming or designate shall provide initial approval to increase the bet limits for private room Squeeze Play Baccarat table games to a table aggregate of \$100,000 in individual casinos, in writing.
 - 6.1.3.b For Baccarat tables in the private rooms that are not operating as an aggregate table, the allowable maximum bet limit per betting spot is \$10,000.
- 6.1.4 Service Providers may determine the allowable bet limits per betting spot on table games in the private rooms other than Baccarat up to a maximum of \$10,000 per betting spot.

6.2 Approved Minimum and Maximum Bet Spreads

- 6.2.1 Service Provider may determine the bet spread for table games with maximum bet limits as long as:
 - 6.2.1.a The maximum bet is less than or equal to 100 times the minimum bet. For example:
 - (1) Minimum bet \$15 – Maximum bet \$1500 (100 times minimum bet); or
 - (2) Minimum bet \$50 – Maximum bet \$1500 (30 times minimum bet).
- 6.2.2 Table games with a maximum bet limit over \$2500 must be situated in an approved segregated floor area or private room.

6.3 Player Playing Multiple Player Positions on Main Floor Baccarat Games

- 6.3.1 If a player wishes to play multiple adjacent player positions on a Baccarat game on the main gaming floor, the player may stack the total bets for all player positions in play on one betting spot.
 - 6.3.1.a The Dealer shall place lammers at the player positions that the player is covering;
 - (1) Example: If player is playing 4 player positions at a maximum bet \$2500 table; \$10,000 is placed on the betting spot at one player position; lammers are placed on the 3 player positions without bets to indicate the positions are being played.

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7 SEGREGATED FLOOR AREA

- 7.1 Service Providers who have received approval from the BCLC Director of Operations to have a segregated floor area with bet limits up to a maximum of \$5000 per player position and using table aggregates for Squeeze Play Baccarat must adhere to the following conditions for those areas.
- 7.1.1 The segregated floor area must be segregated by stanchions such that the area is obvious, if the location is not a separate room,
- 7.1.2 Card recognition shufflers and intelligent shoes shall be mandatory to operate Baccarat tables with the Squeeze Play element.
- 7.1.3 Dealer Supervisory ratio shall be 1 Dealer Supervisor per 2 tables or as proposed by the Service Provider and approved by the Director of Operations.
- 7.1.4 Bet limits shall be minimum bet \$50 per player position to a maximum bet limit of \$5000 per player position or a table aggregate of \$50,000;
- 7.1.4.a The Service Provider may request approval to have a small number of lower minimum bet limit (\$25) Squeeze Play Baccarat tables in the segregated floor rooms;
- (1) These tables shall be uniquely identified with the acronym BACX.
 - (2) When proposals are submitted, Service Provider must specify the manner in which the speed of the game will be tracked and the average number of hands per hour that will be expected.
 - (3) Approval of the request, number of tables, and speed of game allowed shall be at the discretion of the Director of Operations.
- 7.1.5 On Squeeze Play Baccarat tables with minimum bets ranging between \$50 and \$299, Service Providers may allow players' requests for:
- 7.1.5.a A maximum of 15 burn/free/dummy hands per shoe;
- (1) Service Provider shall utilize markers to monitor the number of burn/free/dummy hands that have been allowed.
- 7.1.5.b A shoe change, only after at least 50% of the shoe has been played.
- 7.1.6 BCLC Director of Operations, in consultation with the BCLC Director, Security, Privacy and Compliance may approve conditional usage of \$5000 chips on segregated floor tables, as follows:
- 7.1.6.a Surveillance shall be notified the high value chips have been presented.
- 7.1.6.b High value chips may be accepted as a bet only if Surveillance is able to verify through the player's tracking that the player is the legitimate owner of the chips and the chips are a result of a buy-in or win.
- (1) The chips shall not be accepted on the table until verification is complete.
- 7.1.6.c High denomination chips (\$5,000 chips) shall not be used for payouts.
- 7.1.6.d All policies contained in TABLE GAMES PLAYER TRACKING – HIGH VALUE CHIPS (\$5000 DENOMINATION) are followed.
- 7.1.7 Other conditions as set by the BCLC Director of Operations.

[Amended 09/30/2019]

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8 PRIVATE ROOMS - HIGH LIMIT VIP

8.1 Specific rooms having maximum bets over \$5000 shall be recognized and approved as high limit VIP private rooms by the BCLC Director of Operations, Casino and Community Gaming or designate and shall encompass;

8.1.1 A dedicated cash cage;

8.1.2 Redacted for Security

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8.1.4 Lower Dealer Supervisor to table ratios, dependent on bet limit maximums or type of game;

8.1.5 Any other conditions as specified by BCLC Director of Operations, Casino and Community Gaming or designate.

8.1.6 After approval for table aggregate usage has been received from the BCLC Director of Operations, bet limits on Squeeze Play Baccarat table games in the private rooms may be managed by the Service Provider, providing the signage posted at each table indicates:

8.1.6.a The maximum table aggregate bet allowed for the table.

8.1.7 On Squeeze Play Baccarat table games with a minimum bet of \$300 or higher, requests for a 'burn'/'free'/'dummy' hand or a shoe change from a player in the high limit private room may be managed by the Service Provider at their discretion.

8.1.8 On Squeeze Play Baccarat table games with minimum bets ranging between \$50 and \$299, Service Providers may allow players' requests for:

8.1.8.a A maximum of 15 burn/free/dummy hands per shoe;

(1) Service Provider shall utilize markers to monitor the number of burn/free/dummy hands that have been allowed.

8.1.8.b A shoe change, only after at least 50% of the shoe has been played.

9 CHANGE OF BET LIMITS

9.1 Bet limits may be changed for individual table games based upon player demand and market conditions providing bet limits remain within the authorized range of limits for each game as approved by BCLC.

9.1.1 Players shall be given reasonable notice before the change in bet limits is made.

9.1.2 The Dealer Supervisor shall update the betting limits on the GMS.

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12 TABLE GAMES PLAYER TRACKING – HIGH VALUE CHIPS (\$5000 DENOMINATION)

- 12.1 Service Providers shall institute and use a method to enable information for tracking of players and their movement of \$5000 chips to be collated and retained on a daily basis from the Player Tracking Cards;
 - 12.1.1 The method to be used must be approved by BCLC prior to being implemented;
 - 12.1.2 The information contained within the collation method must, at a minimum, contain the following:
 - 12.1.2.a Individual tracking by patron;
 - 12.1.2.b Subject ID (SID) or, if the patron has no SID, name of patron;
 - 12.1.2.c Date of session;
 - 12.1.2.d Time the patron arrives and begins playing and time the patron ends play and departs;
 - 12.1.2.e Number of \$5000 chips patron introduces for play at table upon arrival;
 - 12.1.2.f Number of \$5000 chips the patron has in their possession at time of leaving i.e. not cashed out;
 - 12.1.2.g Additional comments;
 - 12.1.2.h A summary of all \$5000 chips held by each patron.
- 12.2 When players arrive at a segregated floor area or private room table, Dealer Supervisors are required to note on the player tracking card whether the player is in possession of any high value chips (\$5000 chips) and, if so, the dollar amount.
- 12.3 When players leave a segregated floor area or private room table, Dealer Supervisors are required to note on the player tracking card the total dollar value of high value chips the player has in their possession.

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- 12.4 The Service Provider shall create a process to ensure the dollar amount of high value chips the player cashes out at the cash cage is forwarded to the Dealer Supervisor for inclusion on the player tracking card.
- 12.5 The player tracking card and collated chip tracking information shall be retained and made available upon request to BCLC Investigators or Gaming Compliance Officers.
- 12.6 For Encore Table Rewards player tracking and rating, see Customer Relationship Management – Encore Rewards Program - Table Games Player Tracking.

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Article: 3-1.3 Encore Rewards Program		

Article: 3-1.3 Encore Rewards Program

1 OVERVIEW

- 1.1 The Encore Rewards Program is a membership and tiered bonus reward program established by BCLC for our players. The program offers benefits to players who participate and in return, BCLC gains the opportunity to track playing behaviour and market more effectively.
- 1.2 The Service Provider will participate in, support, promote and contribute to the Encore Rewards Program as stated in the Operational Services Agreement.
- 1.3 The Encore Rewards Program introduces 4 levels of status for membership rewards based on play levels with rewards increasing as the player moves to a higher status:
 - 1.3.1 Status 1 is the Single Diamond level - players that have earned 0 – 9,999 status points in a 12 month period;
 - 1.3.1.a Membership benefits are:
 - (1) Earn points by playing eligible slot machines or electronic table games while the member card is correctly inserted into the card reader; and
 - (2) Earn points by purchasing eligible food and beverages at participating venues.
 - 1.3.2 Status 2 is the Double Diamond level – players that have earned 10,000 – 44,999 status points in a 12 month period;
 - 1.3.2.a Membership benefits are:
 - (1) Earn points by playing eligible slot machines or electronic table games while the member card is correctly inserted into the card reader;
 - (2) Earn points by purchasing eligible food and beverages at participating venues; and
 - (3) 5% bonus point accelerator based on status level.
 - 1.3.3 Status 3 is the Triple Diamond level – players that have earned 50,000 – 149,999 status points in a 12 month period;
 - 1.3.3.a Membership benefits are:
 - (1) Earn points by playing eligible slot machines or electronic table games while the member card is correctly inserted into the card reader;
 - (2) Earn points by purchasing eligible food and beverages at participating venues; and
 - (3) 10% bonus point accelerator based on status level.
 - 1.3.4 Status 4 is the Elite level – the top-most status for players that have earned 150,000 or more status points in a 12 month period.
 - 1.3.4.a Membership benefits are:

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- (1) Earn points by playing eligible slot machines or electronic table games while the member card is correctly inserted into the card reader;
 - (2) Earn points by purchasing eligible food and beverages at participating venues;
 - (3) 15% bonus point accelerator based on status level.
- 1.4 Members will have their status level evaluated and updated automatically on a daily basis.
 - 1.4.1 When they have reached the next Encore Rewards status level, their account will be automatically updated within 24 hours so they can receive the appropriate bonus points and other benefits for their new level.
 - 1.4.2 Members will be able to enjoy all the benefits of their status level for 12 months from the anniversary date.
 - 1.4.3 While status level upgrades occur daily, downgrades will only occur once a year on the anniversary date.
 - 1.4.3.a For example, if an Encore Rewards member is a Double Diamond member they must earn a minimum of 10,000 status points by the next anniversary period start date to stay a Double Diamond member and keep enjoying those benefits.
 - 1.4.4 The anniversary period start date is September 1.
- 1.5 Service Providers can also tier players into a higher status, on the following basis:
 - 1.5.1 A player is exhibiting higher level play behaviour than is shown by the player's status level.
 - 1.5.2 BCLC will monitor and may cancel or reconsider a Service Provider status decision, and may revoke, alter or restrict a Service Provider's ability to tier players.
- 1.6 Members have the option to register for the Encore Rewards Player Club Member Site to view their point balances and selected information online at www.EncoreRewards.ca.
 - 1.6.1 When visiting the Member Site, Members will be required to create a secure password for all future use of the Member Site.

[Amended 09/19/2018]

2 ENROLLMENT

- 2.1 Players apply for an Encore Rewards Card at the Customer Service Desk or other designated area. The player shall present identification as described in General – Acceptable Identification.
- 2.2 Restrictions:
 - 2.2.1 See Encore Rewards Program Terms and Conditions for program details.
 - 2.2.1.a Encore Rewards Program Terms and Conditions are available for members at Guest Services in policy level 1, 2 and 3 facilities, from the Cashier in level 4 and 5 facilities, and on-line at www.EncoreRewards.ca.

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6 CONFIDENTIALITY AND PRIVACY

- 6.1 All information in BCLC systems, including personal information, reports and photographs, belongs to BCLC and must be used solely for the intended business purposes as communicated by BCLC. Such information must be kept confidential and treated with the utmost of discretion. Guidelines include:
- 6.1.1 All personal information about Encore Rewards members and their gaming history is strictly confidential;
 - 6.1.2 Information about a member shall not be disclosed to anyone except the member in question upon presentation of acceptable identification;
 - 6.1.3 Information about a member shall not be discussed over the phone or by insecure electronic means such as email;
 - 6.1.4 Player information shall not be accessed, referenced or reviewed except to fulfill specific work tasks for the intended business purposes; Examples of inappropriate use include:
 - 6.1.4.a Looking up information for a person you know either through personal or work contact for other than business purposes;
 - 6.1.4.b Discussing information found in a database with a co-worker who does not need to know that information in order to perform a work task;
 - 6.1.4.c Accessing areas of the database that are not required for fulfilling a specific work task; or
 - 6.1.4.d Any other access not required for intended business purposes.
- 6.2 BCLC Casino and Community Gaming Marketing and Customer Relationship Management departments may authorize the use of player information for mailing lists and research.
- 6.3 All personal information in BCLC systems and / or the Service Providers' systems shall be collected, protected, and retained in accordance with the Freedom of Information and Protection of Privacy Act.
- 6.4 Access to or use of any personal information in breach of BCLC's policies, procedures and guidelines may be subject to disciplinary action and additional financial penalties imposed by law.

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Article: 3-1.4 Encore Rewards Program – Customer Service Responsibilities		

Article: 3-1.4 Encore Rewards Program – Customer Service Responsibilities

1 OVERVIEW

- 1.1 The Encore Rewards Program is a membership and tiered bonus reward program established by BCLC for our players. The program offers benefits to players who participate and in return, BCLC gains the opportunity to track playing behaviour and market more effectively.
- 1.2 The Encore Rewards Program introduces 4 levels of status for membership rewards based on play levels (Diamond, Double Diamond, Triple Diamond and Elite) with rewards increasing as the player moves to a higher status.
- 1.3 Membership levels are evaluated for:
 - 1.3.1 Upgrades - on a daily basis; and
 - 1.3.2 Downgrades - every 12 months on the program anniversary date of September 1.
- 1.4 Members have the option to register for the Encore Rewards Player Club Member Site to view their point balances and selected information online at www.EncoreRewards.ca.
 - 1.4.1 When visiting the Member Site, Members will be required to create a secure password for all future use of the Member Site.

[Amended 09/19/2018]

2 DUTIES

- 2.1 Customer Service Representative or designate duties include:
 - 2.1.1 Enrolling players, ensuring the individual is eligible for enrollment (19+ years, not barred, voluntary self-excluded or already a member) and, at time of enrollment;
 - 2.1.1.a Providing a copy of the Encore Rewards Program brochure along with the list of facilities eligible to send electronic communications if the individual consents;
 - 2.1.1.b Requesting the individual to indicate the communication preferences on the application form;
 - 2.1.1.c Advising the individual of the benefits of consenting to receive communications; such as:
 - (1) Not missing out on Encore Rewards offers; and
 - (2) The ability to register for their online account from home.
 - 2.1.1.d Accurately recording the individual's communication preferences in the system;
 - 2.1.1.e Physically assisting with completion of the application for the player, if the player requests assistance.
 - 2.1.2 Operating the card printer using the appropriate Diamond level card for patron's status;
 - 2.1.2.a When the card printer ribbon requires replacing, forwarding the ribbon to the BCLC Representative for destruction.
 - 2.1.3 Accurately updating membership information, including resetting PIN, except:

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- 2.1.3.a Only a Customer Services Supervisor (or Cage Supervisor, if a combined role) shall update a member's first and last name.
- 2.1.4 Forwarding information regarding accounts that require merging due to member having multiple accounts to the BCLC Representative, using the Encore Rewards Merge Player Account Request Form;
- 2.1.5 Forwarding completed Encore Rewards application forms and PIN acknowledgement forms to BCLC;
 - 2.1.5.a Completion of the PIN acknowledgement form is required for initial PIN set-up for members that joined the Encore Rewards Program:
 - (1) Prior to 2012, before PINs were in use;
 - (2) By means of an on line application on EncoreRewards.ca.
 - 2.1.5.b Completion of a separate PIN acknowledgement form is not required:
 - (1) If the new member Encore Rewards Program application has been completed in its entirety at Guest Services in the facility;
 - (2) If the player is resetting their PIN.
- 2.1.6 Completion of the application process for players that have registered on-line – see FOR ON-LINE APPLICATION COMPLETION;
- 2.1.7 Completion of the application process for players that have registered at a self-serve player kiosk – see FOR KIOSK APPLICATION COMPLETION;
- 2.1.8 Setting the appropriate 'Player Type' to correctly reflect the account status, as;
 - 2.1.8.a 'BCGold';
 - 2.1.8.b 'CLOSED' for all members who have requested the account be closed;
 - 2.1.8.c 'DECEASED' after receiving the formal notification;
 - 2.1.8.d 'VVIP' for members designated as VVIP for Service Provider table games rewards purposes whose personal identity is masked in the Encore Rewards database;
 - (1) BCLC will not share costs for these rewards.
- 2.1.9 Redeeming lure pieces after confirming the member is the valid Encore Rewards card holder;
- 2.1.10 Utilizing the Manual Web Portal to enter food and beverage (F&B) receipts to award members eligible points in the event of F&B point of sale (POS) system failure, membership card not shown at time of purchase or for F&B venues without a POS system – see MANUAL WEB PORTAL.
- 2.1.11 Conducting 'hot seat' or 'random bonus' draws;
- 2.1.12 Issuing promotional prizes;
 - 2.1.12.a See IRREGULARITIES for corrections of errors issuing promotional prizes.
- 2.1.13 At player's request, redeeming points for table game free play coupons through the CMP system;
 - 2.1.13.a Identification must be verified to ensure the member is the valid card holder before any redemption can be completed.

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- 2.1.13.b Match/Free Play coupons are only redeemable within the same gaming day they are printed therefore the date and time of expiry shall be noted on the coupon at time of printing.
- 2.1.14 Ensuring the self-serve kiosk is in service and available for player use, including stocked with card stock for player card reprints; and
 - 2.1.14.a If the kiosk requires cards be re-stocked, check the printer tray for any re-prints that were queued by the printer.
 - (1) If the player is no longer at the kiosk follow the process for found player cards.
 - 2.1.14.b If the kiosk requires servicing, notifying the BCLC Representative.
- 2.1.15 Upon a player's request for assistance with PlayPlanner (see also Encore Rewards Program, PLAYPLANNER subsection):
 - 2.1.15.a Enrolling the player;
 - 2.1.15.b Un-enrolling the player;
 - 2.1.15.c Modifying limits for the player;
 - 2.1.15.d Advising the player of their current days play and limits set.
 - 2.1.15.e Creating a promotional card for PlayPlanner use for players that are not Encore Rewards Program members.
- 2.1.16 Acting as an ambassador for the program;
- 2.1.17 Destroying abandoned cards after the term for retaining them is complete.
- 2.2 The facilities allocated as policy levels 1, 2 or 3 Redacted for Security

Redacted for Security

- 2.3 The facilities allocated as policy levels 4 and 5 facilities shall establish a system whereby a Customer Service Representative or designate is available during all operating hours.
- 2.4 Service Provider Cashier duties include processing points redemptions for members;
 - 2.4.1 This is limited to members that are voluntarily self-excluding or are deceased.
- 2.5 Designated BCLC Representative duties include:
 - 2.5.1 Regular maintenance of the card printer, including secure destruction of used printer ribbons either by BCLC's or the Service Provider's secure destruction process; and
 - 2.5.2 Redacted for Security
 - 2.5.3 Merging player accounts after receipt of the appropriate form from Customer Service Representative.

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Article: 3-1.4 Encore Rewards Program – Customer Service Responsibilities		

- 2.6 BCLC Casino and Community Gaming Marketing and Customer Relationship Management departments shall be responsible for player information and may authorize its use for mailing lists and research. Service Providers wishing to use player information shall make written application, describing the proposed use of the player information.

[Amended 05/07/2018, 07/09/2018, 09/19/2018, 04/01/2019]

3 ENROLLMENT

- 3.1 Players apply for an Encore Rewards Card at the Customer Service Desk or other designated area, on-line at Encorerewards.ca, or at a self-serve player kiosk. The player shall present identification as described in General – Acceptable Identification.
- 3.1.1 If the player has applied on-line, see FOR ON-LINE APPLICATION COMPLETION.
- 3.1.2 If the player has completed the application through a self-serve player kiosk, see FOR KIOSK APPLICATION COMPLETION.
- 3.2 Upon receipt of the completed, signed Encore Rewards Application form and upon confirmation of acceptable identification, the Customer Service Representative or designate shall:
- 3.2.1 Search the database in GMS - CMP to ensure the patron does not already have an Encore Rewards membership account and is not voluntary self-excluded or barred;
- 3.2.1.a Customer Service Representative must verify the first name, last name and birth date with the acceptable government identification and use these three fields to search the database;
- 3.2.1.b Players who were members of BC Gold Player Program (previous name of program) will automatically become members of the Encore Rewards Program.
- 3.2.1.c No Player shall have more than one Encore Rewards membership account.
- 3.2.2 Add the player to the database after ascertaining the first and last name and the date of birth do not match a VSE or barred patron and the player is not already a member;
- 3.2.2.a Enrol the player using GMS – CMP, ensuring all player information is accurate;
- (1) Service Provider shall not assign any incorrect contact information to a player's true name;
- (2) Except as approved for VVIP table game players only, Encore Reward Program database shall reflect the true and accurate player information.
- (3) If the player selected a gender option on the application form, record this in the gender field. If no option is selected or an alternate is written in, bypass the gender field.
- 3.2.2.b Record a truncated version of the acceptable government identification e.g. xxxxx222 in the appropriate area of the system;
- 3.2.2.c Ensure the contact information accurately records the player's communications preferences;;
- (1) If the player checks off the 'Electronic Communications' box, set email and text to 'yes';
- (2) If the player checks off the 'Direct Mail' box, set mail to 'yes'.

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- (3) If the player provides their telephone number and has not indicated otherwise, set telephone to 'yes'.
 - 3.2.2.d Print the player card and establish the player's personal identification number (PIN) which is used to download points at machines.
- 3.2.3 The Encore Rewards Card shall be printed on the applicable Diamond level card;
 - (1) Players shall be advised that the slot machine system will only recognize 3 cards in use simultaneously during a play session. If a 4th machine is being played, the play will not earn points.
- 3.2.4 Forward the Encore Rewards application form to the BCLC Representative.
- 3.3 Player card application forms, Encore Rewards Merge Account Request Forms and PIN acknowledgement forms shall be securely stored by BCLC Head Office Records Management department.
 - 3.3.1 Boxes of applications, Encore Rewards Merge Account Request Forms and PIN acknowledgement forms may be kept securely, on site, by the designated BCLC Representative, until the box is full, after which it shall be forwarded to BCLC Head Office Records Management, as per DUTIES.
 - 3.3.2 All the aforementioned forms shall be filed and stored within the same box for delivery to BCLC Records Management.
- 3.4 Restrictions:
 - 3.4.1 See Encore Rewards Program Terms and Conditions for program details.
 - 3.4.2 Encore Rewards Program Terms and Conditions are available at Guest Services in policy level 1, 2 and 3 facilities, from the Cashier in level 4 and 5 facilities, and on-line at www.EncoreRewards.ca.

[Amended 05/07/2018, 04/01/2019]

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7 BARRED AND SELF-EXCLUDED

- 7.1 When enrolling players in GMS - CMP, the following measures shall be taken to prevent barred and self-excluded players from being active in the Encore Rewards Program:
- 7.1.1 A warning message will appear if the Customer Service Representative attempts to enroll a player whose name is a possible match with someone who is barred or self-excluded;
 - 7.1.2 If the warning message appears, the Customer Service Representative shall ask the player to wait while a review is undertaken;
 - 7.1.2.a If the player does not wait, Security shall be notified to perform a status review from the information recorded in the database; and shall
 - (1) If the player is found to be barred or self-excluded, create a 'violation' Incident Report in CRS and notify the BCLC Representative to change the individual's account status to 'Banned'.
 - (2) If the player is not barred or self-excluded, notify the Customer Service Representative to remove the 'Account under Review' state.
 - 7.1.3 If the player is waiting, Security shall be requested to perform a status review immediately.
 - 7.1.3.a The account will remain in an 'Account under Review' state until the review is complete.
 - 7.1.4 If the Security review finds the player is barred or self-excluded, Security shall escort the individual to the gaming facility entrance, create an Incident Report in CRS and notify the BCLC Representative.
 - 7.1.4.a The BCLC Representative shall change the individual's account status to 'Banned'.
 - 7.1.5 If the Security review finds the player is not barred or excluded or is only excluded from PlayNow.com, the Customer Service Representative shall call a Customer Service Supervisor or Shift Manager or, additionally for CGCs, a CGC Cage Supervisor, to override the 'Account Under Review' status;
 - 7.1.5.a If a CGC Cage Supervisor has done the enrollment and subsequently requires an override, the Shift Manager shall be called to perform the override. The CGC Cage Supervisor shall not perform the override for an enrollment they have done.
 - 7.1.6 The Customer Service Representative shall create the player's Encore Rewards card.
- 7.2 If a barred or self-excluded player is found using a card, the card shall be confiscated and the player escorted out of the facility.
- 7.2.1 The player account matching the confiscated card shall be checked to ensure the account has been suspended.
 - 7.2.2 If the account is found to still be active, the designated BCLC Representative shall suspend the membership and, if any points have accumulated or not been paid out at the time of self-exclusion, adjust the points to zero (or 1 if an odd number).

8 MEMBERSHIP ACCOUNT UPDATING

- 8.1 The Customer Service Representative or designate may update player information as follows:

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- 8.1.1 Changes or corrections to a membership can be made at any time, at the player's request upon confirmation of their identity;
- 8.1.1.a The Customer Service Representative must confirm the member's Encore Rewards membership number and acceptable government issued identification for first name, last name, and birth date of the member against all possible matches before updating membership information.
- (1) If the identification has not previously been recorded, the Customer Service Representative shall record a truncated version of the acceptable government identification i.e. xxxxx222 in the appropriate area of the system;
 - (2) If a series of 9's (9999999) is seen in the identification area, the Customer Service Representative shall correct the entry with a truncated version of the verified acceptable government identification.
 - (3) Service Provider shall not assign any incorrect contact information to a player's true name;
 - (4) Except as approved for VVIP table game players only, Encore Reward Program database shall reflect the true and accurate player information.
- NOTE:** Telephone numbers and email addresses may be updated but shall not be deleted. If the member is asking not to receive marketing materials through these contact preferences, the preference shall be set to 'No'. In no circumstances should false information, such as 999-999-9999 for a telephone number, be entered into the database.
- 8.1.2 In the case of a deceased customer, upon presentation of either the death certificate or a letter from the estate's lawyer confirming the requestor's appointment as the estate's Executor or Administrator change the 'Player Type' to 'DECEASED' and set the contact preferences to 'No'.
- 8.1.3 If a member wishes to close their Encore Rewards account:
- 8.1.3.a Confiscate the Encore Rewards card;
 - 8.1.3.b Set the 'Player Type' as 'CLOSED'; and
 - 8.1.3.c Ensure all contact preferences including mail, email, text and telephone are set to 'No'.
- 8.1.4 After being directed to close an account for a member that becomes an employee with BCLC:
- 8.1.4.a Confiscate the Encore Rewards card; and
 - 8.1.4.b Ensure all contact preferences including mail, email, text and telephone are set to 'No';
 - 8.1.4.c Forward the information to the BCLC Representative so that any points remaining may be removed;
 - 8.1.4.d Set the 'Player Type' as 'CLOSED';
 - 8.1.4.e If the patron subsequently leaves the employ of BCLC, this account may be reactivated.

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- 8.1.5 If an Encore Rewards member becomes a Service Provider employee, they may retain their membership.
- 8.1.6 If a member is found to have more than one member account:
 - 8.1.6.a Forward the information regarding accounts that require merging to the BCLC Representative, using the appropriate form.
 - (1) Accounts that have been merged cannot be reactivated.
- 8.1.7 Additionally:
 - 8.1.7.a If member requests a new PIN or for their PIN to be unlocked, the member must first present their member card and acceptable photo identification for confirmation.
 - (1) The PIN acknowledgement form is not required to be completed for PIN resets but must be completed for members that have not set a PIN when they completed their Encore Rewards Program application for membership
 - 8.1.7.b If authoring a note or memo onto a member's profile, follow the guidelines established by BCLC Marketing. See Note Guidelines (GMS).

[Amended 05/07/2018, 07/05/2019]

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10 NOTE GUIDELINES

- 10.1 'Notes' fields are intended to draw attention to a player account to an issue that requires action during a Guest Services interaction with an Encore Rewards member.
- 10.2 When authoring notes on a player's profile, compliance to the following guidelines is required. Notes must be:

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- 10.2.1 RESPECTFUL: Notes must be respectfully worded and written as you would phrase the note if you were copying the player.
- 10.2.2 ACTIONABLE: Specify what needs to be done.
- 10.2.3 NON-REPETITIVE: You should only add a note to a customer account record if you cannot capture the information into an existing player profile field.
 - 10.2.3.a For example, entering a player's phone number into a Notes field is not acceptable, as the system already has a field to collect phone contact preference information.
- 10.2.4 APPROPRIATE: Is the issue best handled as a 'Note' during a future interaction with Guest Services?
 - 10.2.4.a For example, if the player has left behind personal belongings, it may be better to consider direct contact with the player.
- 10.2.5 TEMPORARY: If you discover an issue concerning a player account, you can create a temporary message as a Note, so that a Customer Service Representative will be able to 'settle' the note during a future interaction with the member.
 - 10.2.5.a Example Note: 'The member record is missing a valid birth date value.' Settling a note will ensure that the note will stop notifying representatives that action is required whenever accessing the player account.
- 10.3 Notes are traceable. Once you have created a Note, it can be voided, but not deleted from a player account.
- 11 CONFIDENTIALITY AND PRIVACY
 - 11.1 All information in BCLC systems, including personal information, reports and photographs, belongs to BCLC and must be used solely for the intended business purposes as communicated by BCLC. Such information must be kept confidential and treated with the utmost of discretion. Guidelines include:
 - 11.1.1 All personal information about Encore Rewards members and their gaming history is strictly confidential;
 - 11.1.2 Information about a member shall not be disclosed to anyone except the member in question upon presentation of acceptable identification;
 - 11.1.3 Information about a member shall not be discussed over the phone or by insecure electronic means such as email;
 - 11.1.4 Player information shall not be accessed, referenced or reviewed except to fulfill specific work tasks for the intended business purposes; Examples of inappropriate use include:
 - 11.1.4.a Looking up information for a person you know either through personal or work contact for other than business purposes;
 - 11.1.4.b Discussing information found in a database with a co-worker who does not need to know that information in order to perform a work task;
 - 11.1.4.c Accessing areas of the database that are not required for fulfilling a specific work task; or
 - 11.1.4.d Any other access not required for intended business purposes.

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Article: 3-1.4 Encore Rewards Program – Customer Service Responsibilities		

- 11.2 BCLC Casino and Community Gaming Marketing and Customer Relationship Management departments may authorize the use of player information for mailing lists and research.
- 11.3 All personal information in BCLC systems and / or the Service Providers' systems shall be collected, protected, and retained in accordance with the Freedom of Information and Protection of Privacy Act.
- 11.4 Access to or use of any personal information in breach of BCLC's policies, procedures and guidelines may be subject to disciplinary action and additional financial penalties imposed by law.

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BCLC Standards	Effective Date April 1, 2018	Article Page 3-1.4—12
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Article: 3-1.4 Encore Rewards Program – Customer Service Responsibilities		

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	Last Revised Date January 14, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 3-1.5 Encore Rewards Program – Service Provider Corporate Marketing		

Article: 3-1.5 Encore Rewards Program – Service Provider Corporate Marketing

1 OVERVIEW

- 1.1 The Encore Rewards Program is a membership and tiered bonus reward program established by BCLC for our players. The program offers benefits to players who participate and in return, BCLC gains the opportunity to track playing behaviour and market more effectively.
- 1.2 BCLC Casino and Community Gaming Marketing shall be responsible for player information and may authorize its use for mailing lists and research. Service Providers wishing to use player information shall follow the BCLC Service Provider Marketing Standards for player information.
- 1.3 The Service Provider must comply with the provisions of the *Freedom of Information and Protection of Privacy Act* (FIPPA) when collecting, accessing, using, disclosing, storing, and disposing of personal information of players, on behalf of BCLC.
 - 1.3.1 Player information means information that is transferred from BCLC to the SP, including player information that has previously been provided by BCLC to the SP, and also includes any additional information derived from the transferred information.
- 1.4 Service Providers are encouraged to create marketing campaigns that reward members, create incremental revenue and respond to their market in accordance with the BCLC Service Provider Marketing Standards;
 - 1.4.1 It is the responsibility of the Service Provider to ensure the campaigns are conducted with adherence to the Canadian Criminal Code, Canadian Competition Act and all GPEB Advertising Standards, Rules and Regulations as well as any other applicable municipal, provincial or federal laws.

2 CONFIDENTIALITY AND PRIVACY

- 2.1 All information in BCLC systems, including personal information, reports and photographs, belongs to BCLC and must be used solely for the intended business purposes as communicated by BCLC. Such information must be kept confidential and treated with the utmost of discretion. Guidelines include:
 - 2.1.1 All personal information about Encore Rewards members and their gaming history is strictly confidential;
 - 2.1.2 Information about a member shall not be disclosed to anyone except the member in question upon presentation of acceptable identification;
 - 2.1.3 Information about a member shall not be discussed over the phone or by insecure electronic means such as email;
 - 2.1.4 Player information shall not be accessed, referenced or reviewed except to fulfill specific work tasks for the intended business purposes; Examples of inappropriate use include:
 - 2.1.4.a Looking up information for a person you know either through personal or work contact for other than business purposes;
 - 2.1.4.b Discussing information found in a database with a co-worker who does not need to know that information in order to perform a work task;
 - 2.1.4.c Accessing areas of the database that are not required for fulfilling a specific work task; or
 - 2.1.4.d Any other access not required for intended business purposes.

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Article: 3-1.5 Encore Rewards Program – Service Provider Corporate Marketing		

- 2.2 BCLC Casino and Community Gaming Marketing may authorize the use of player information for mailing lists and research.
- 2.3 Access to or use of any personal information in breach of BCLC Standards may be subject to disciplinary action and additional financial penalties imposed by law.

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BCLC Standards	Effective Date April 1, 2018	Article Page 3-1.5—3
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Article: 3-1.5 Encore Rewards Program – Service Provider Corporate Marketing		

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BCLC Standards	Effective Date April 1, 2018	Article Page 3-1.5—5
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Article: 3-1.5 Encore Rewards Program – Service Provider Corporate Marketing		

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BCLC Standards	Effective Date April 1, 2018	Article Page 3-1.6—1
	Last Revised Date April 1, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 3-1.6 Encore Rewards Program - Table Games Player Tracking		

Article: 3-1.6 Encore Rewards Program - Table Games Player Tracking

1 GENERAL

- 1.1 Players participating in table games player tracking for Table Rewards shall be Encore Rewards Program members;
- 1.2 All currently existing rules and regulations for Encore Rewards Program shall apply.
- 1.3 BCLC and participating Service Providers will use table game data to reward players.
 - 1.3.1 Players will earn points for live table play that may be redeemed for table game free play or slot free play.
- 1.4 Service Provider may also reward players with complimentaries at their own cost if they choose.
- 1.5 Through incorporating a consistent provincial tracking system that is effective and accurate, BCLC and Service Providers will add player's satisfaction with the Encore Rewards program as it relates to table players – see also Customer Relationship Management – Encore Rewards Program – Table Redemptions.

2 ENCORE REWARDS PROGRAM MEMBERSHIP APPLICATIONS

- 2.1 Table game players shall complete the application for Encore Rewards Program membership and present identification to the Casino VIP Host in the private room or to the Customer Service Representative at Guest Services, whichever is applicable.
 - 2.2 Upon receipt of the completed, signed application and confirmation of identification, using the first name, last name, and birth date to verify, the Casino VIP Host/Customer Service Representative shall:
 - 2.2.1 Search the database to ensure patron does not already have an Encore Rewards Program membership account and is not voluntary self-excluded or barred – see also Customer Relationship Management – Encore Rewards Program - Customer Service Responsibilities, BARRED AND SELF-EXCLUDED;
 - 2.2.2 Enroll the player using GMS-CMP;
 - 2.2.3 Record a truncated version of the acceptable government identification eg.xxxx222 in the appropriate area of the system;
 - 2.2.4 If the player selected a gender option on the application form, record this in the gender field. If no option is selected or an alternate is written in, bypass the gender field.
 - 2.2.5 Ensure the contact information accurately records the player's communication preferences:
 - 2.2.5.a If the player checks off the 'Electronic Communications' box, set email and text to 'yes';
 - 2.2.5.b If the player checks off the 'Direct Mail' box, set mail to 'yes'.
 - 2.2.5.c If the player provides their telephone number and has not indicated otherwise, set telephone to 'yes';
 - 2.2.5.d Print the Encore Rewards Program membership card;
- (1) Player may have a maximum of 2 cards printed, if desired;

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- (2) No Player shall have more than one Encore Rewards Program membership account except in the case of the VVIP Player Type membership – see also VVIP Player Type Membership.
 - 2.2.5.e Establish the player's personal identification number (PIN) used to download points at machines;
 - 2.2.5.f Present the card(s) to the player.
- 2.3 VVIP Player Type Membership
 - 2.3.1 If Service Provider chooses, players with an annual theoretical win of over \$50,000 may be considered a VVIP for table game reward purposes – see also Encore Rewards Program – Table Redemptions;
 - 2.3.1.a BCLC will not share in the cost for any complimentary awards awarded to anonymous VVIP Player Type members.
 - 2.3.2 BCLC owns and is responsible for all player personal information collected regardless of what system is collecting and storing the information in compliance with the *Freedom of Information and Protection of Privacy Act*; and
 - 2.3.3 BCLC will leverage the 'VVIP' Player Type available in GMS-CMP to allow Service Providers, if they choose, to achieve a unique identifier for high value players in the Encore Rewards Program database;
 - 2.3.3.a BCLC shall be granted immediate access to the Service Provider's private database of VVIP players' correct identity information upon request.
 - 2.3.4 For the VVIP Player Type membership, upon receipt of the correctly completed, signed application and confirmation of identification the Casino VIP Host/Customer Service Representative shall:
 - 2.3.4.a Search the Service Provider's private database to ensure the player is not already a member;
 - 2.3.4.b Ensure a search of the Subject module in the Casino Reporting System (CRS) has been conducted and the player is not voluntarily self-excluded or provincially barred;
 - 2.3.4.c Enrol the player using GMS-CMP;
 - 2.3.4.d Set the Player Type to VVIP;
 - 2.3.4.e Record the following particulars into the Encore Reward database:
 - (1) FIRST NAME: Casino site
 - (2) LAST NAME: VVIP and system generated number – example VVIP12345
 - (3) DATE OF BIRTH: 01/01/1950
 - (4) ADDRESS: Casino address
 - (5) TELEPHONE: Casino phone number
 - (6) GENDER: As listed on the player's identification, or if gender is undisclosed or an alternate is unavailable in the system, bypass the gender field

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- (7) IDENTIFICATION: Select Other Government ID and record the system generated membership number
 - (8) 'No Mail' shall be selected
 - 2.3.5 The correct contact information and name shall be captured and stored securely outside of CMP in the Service Provider's database.
 - 2.3.5.a BCLC and Service Provider shall not assign an incorrect address or phone number to a player's true name.
 - 2.3.6 The account number shall be documented on the Encore Rewards application form and in the Service Provider's database as VVIP and the system generated membership number (same as last name above).
 - 2.3.7 This procedure creates a site specific account therefore a VVIP player playing at multiple sites may hold numerous accounts, one for each site.
 - 2.3.8 As BCLC will not have system access to the VVIP players identification, the Service Provider shall undertake the required daily VSE check either in the Subject Module of CRS or in the New VSE Application Report from the Report Manager:
 - 2.3.8.a Service Provider shall compare their VVIP player list to the VSE list daily;
 - (1) New VSE participants are outlined in a red border for 24 hours in CRS which enables daily checking to be easily accomplished;
 - 2.3.8.b If a VVIP player is identified as a VSE participant the Encore Rewards VVIP account number shall be forwarded to the BCLC Representative for suspension of the account as per Security – Voluntary Self-Exclusion;
 - 2.3.8.c Service Provider shall maintain an auditable record to show the daily VSE check has been completed, the results of the VSE check, and the person that performed the VSE check.
 - 2.4 Restrictions:
 - 2.4.1 See Encore Rewards Program Terms and Conditions for program details.
 - 2.5 Player card application forms shall be forwarded to the BCLC Representative to be sent to BCLC Head Office where they will be securely stored by BCLC Head Office Records Management department.
- [Amended 04/01/2019]
- 3 PROCEDURES AT TABLE GAME
- 3.1 Dealer Responsibilities
 - 3.1.1 The Dealer at the table game shall:
 - 3.1.1.a Welcome the carded player to the table;
 - 3.1.1.b Deal the game, pay or take winning and losing bets as outlined in the appropriate Rules of Play.
 - 3.2 Dealer Supervisor Responsibilities
 - 3.2.1 The Dealer Supervisor shall be responsible for all aspects of rating a player and shall, on the table game tablet:
 - 3.2.1.a Swipe the player's card through the table game tablet or enter the player's Encore Rewards membership number;

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- 3.2.1.b Assign the player to the appropriate seat(s) at the table on the table game tablet;
 - (1) The player may occupy the entire table, if desired.
 - (2) Additional seats will not be rated separately; rating will appear as an amalgamated total on one player position.
- 3.2.1.c Record the player's visual attributes, if required, on the table game tablet;
- 3.2.1.d Enter the cash buy-in in the player's table rating;
- 3.2.1.e Record the amount of chips the player brought to the table, if any;
- 3.2.1.f Record the player's average bet;
 - (1) The entry when initiating a new player rating shall be the table minimum bet and shall remain so until such time as the Dealer Supervisor has witnessed the player's actual average bet;
 - (2) The Dealer Supervisor shall update the average bet information should the player change their average bet amounts throughout the course of play.
- 3.2.1.g When the player leaves the table, record the amount of chips the player had in their possession;
- 3.2.1.h Pause the session if the player wants to hold the seat while away from the table for a short break;
- 3.2.1.i Move the player to a different seat, if requested;
- 3.2.1.j Log off the player or close the rating when the player leaves the table.
- 3.2.2 See also Table Games – General Rules and Regulations for additional table game player tracking requirements for \$5000 chips in segregated floor or private rooms.

4 REPORTS AVAILABLE FOR SERVICE PROVIDER ACCESS

- 4.1 Access to specific reports on GMS – CMP module will be made available to the following positions that are responsible for the private room table game tracking information:
 - 4.1.1 General Manager;
 - 4.1.2 Assistant General Manager;
 - 4.1.3 Shift Manager;
 - 4.1.4 Table Games Floor Manager.
- 4.2 Access to these reports shall only be granted to the player information from their own site and not to player play history from any other site.

Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 3-1.7—1
	Last Revised Date May 7, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 3-1.7 Encore Rewards Program - Table Redemptions		

Article: 3-1.7 Encore Rewards Program - Table Redemptions

1 GENERAL

- 1.1 The Encore Rewards program offers benefits to players who participate and in return, BCLC gains the opportunity to track playing behaviour and market more effectively.
- 1.2 Through the tracking of table play in the Encore Rewards Program, BCLC and Service Providers will be able to gain better insights in table game players' behaviour and product preferences.
- 1.3 To encourage players to join and use the Encore Rewards Program, players will earn points.
 - 1.3.1 Points are earned by table game players that have had their table game play rated to determine value.
 - 1.3.2 Players earn points for live table play which are calculated as a percentage of the player's earning potential or theoretical win;
 - 1.3.3 Point balances can be viewed by the player at electronic gaming machines or by requesting the balance at Guest Services and these points may be redeemed at any participating facility;
 - 1.3.4 Points may be redeemed for either table game free play or slot machine free play.

2 TABLE GAME FREE PLAY REDEMPTIONS

- 2.1 Points earned by Encore Rewards Program members may be redeemed for free table game free play at Guest Services or, at Service Provider's discretion, by the Dealer Supervisor at the table game.

Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 3-1.7—2
	Last Revised Date May 7, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 3-1.7 Encore Rewards Program - Table Redemptions		

Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 4-1.1—1
	Last Revised Date September 30, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 4-1.1 General		

Article: 4 Gaming Integrity

Article: 4-1 Not Alternate Dispute Resolution Qualified and Not Compensable Qualified

Article: 4-1.1 General

1 INTRODUCTION

- 1.1 British Columbia Lottery Corporation ("BCLC") has formulated "BCLC Standards" to provide assurances to the general public, Service Providers ("Service Provider") and Government that casino and community gaming centre gaming is being conducted in an honest, open, forthright and consistent manner. Adherence to the BCLC Standards will serve to enhance and protect the integrity of casino and community gaming centre gaming, and the reputation of BCLC, Service Providers, and their respective employees.
- 1.2 The goal of the BCLC Standards is to provide a superior level of protection, control and integrity to casino and community gaming centre gaming in British Columbia.
- 1.3 These BCLC Standards are meant to provide minimum standards. Service Providers may institute any additional procedures they wish, provided no standard, policy or procedure of these BCLC Standards, the integrity of gaming or the safety of patrons or staff are compromised.
- 1.4 References to equipment, processes, and staffing relating to a particular line of gaming product shall apply only at those sites that offer the gaming product.
- 1.5 References to Service Provider shall be interpreted as Casino Service Provider, Racetrack Casino Service Provider, Community Gaming Centre Service Provider, or Bingo Service Provider.

2 RULES AND REGULATIONS

- 2.1 Casino and community gaming centre gaming in British Columbia shall be governed by the following Statutes, Regulations, Rules and Directives:
 - 2.1.1 Criminal Code of Canada;
 - 2.1.2 Rules and Regulations Respecting Lotteries and Gaming of BCLC;
 - 2.1.3 Operational Services Agreement;
 - 2.1.4 BCLC Standards;
 - 2.1.5 Regulations and Directives prescribed by BCLC from time to time;
 - 2.1.6 Gaming Control Act and Gaming Control Regulation;
 - 2.1.7 Applicable Municipal, Provincial or Federal laws, regulations, standards and policies.

3 RESPONSIBILITIES OF BCLC

- 3.1 In accordance with its statutory mandate, BCLC will be responsible for all aspects of casino and community gaming centre gaming including, without limitation:
 - 3.1.1 Location of casinos and community gaming centres;
 - 3.1.2 Ownership and supply of casino and community gaming centre gaming equipment;
 - 3.1.3 Location of gaming equipment within casinos and community gaming centres;
 - 3.1.4 Types of games available within casinos and community gaming centres;
 - 3.1.5 Rules and regulations respecting casino and community gaming centre gaming;

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- 3.1.6 Hours of operation;
- 3.1.7 Security; and
- 3.1.8 Customer service.

4 RESPONSIBILITIES OF SERVICE PROVIDERS

4.1 Service Providers shall be responsible for maintaining vigilance of the BCLC Standards, on the Redacted for Security and for the implementing of all posted BCLC Standards, additions, deletions or amendments by the stated implementation date.

4.2 Service Providers and their employees shall, as part of their general duties, comply and cooperate with security, regulatory, financial and integrity related audits, compliance reviews or investigations.

4.2.1 These audits/reviews/investigations may be conducted by:

- 4.2.1.a BCLC Representatives (as defined in General – Roles and Responsibilities of BCLC Employees);
- 4.2.1.b BCLC Gaming Compliance Officers;
- 4.2.1.c BCLC Investigators;
- 4.2.1.d BCLC Auditors;
- 4.2.1.e GPEB;
- 4.2.1.f Law enforcement officers;
- 4.2.1.g FINTRAC;
- 4.2.1.h Other regulatory bodies;
- 4.2.1.i Third parties acting on behalf of BCLC or BCLC's Board of Directors.

4.2.2 As part of an audit, compliance review or investigation, the Service Provider shall comply and cooperate by:

- 4.2.2.a Allowing access to their personnel required for interviews;
- 4.2.2.b Providing requested information;
- 4.2.2.c Maintaining confidentiality and directing their personnel to maintain confidentiality.

4.2.3 Any standard within these BCLC Standards that refers to a Service Provider process as requiring auditability or being auditable means that an auditor, investigator, compliance officer or other reviewer must be able to reconstruct, from physical evidence and documentation, the details of the process, including:

- 4.2.3.a What the process was;
- 4.2.3.b When the process took place, including date and time, if applicable;
- 4.2.3.c All persons involved in the process;
- 4.2.3.d Where the process took place;
- 4.2.3.e Details such as dollar amounts, item involved, or other such information as required by the particular process.

4.3 Compliance Officer

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- 4.3.1 The Service Provider must appoint a Compliance Officer to oversee the compliance program for their facility.
 - 4.3.1.a The Service Provider must notify, in writing, the BCLC Director, Security, Privacy and Compliance or their designate of the Compliance Officer before the appointment.
 - (1) The Service Provider must advise the BCLC Director, Security, Privacy and Compliance accordingly of any subsequent changes to the Compliance Officer appointment.
- 4.3.2 The Compliance Officer must have:
 - 4.3.2.a At least 5 -7 years' work experience in the gaming industry in a position that has relevant responsibilities such as corporate compliance, internal audit, risk management, finance and/or management/leadership; or
 - 4.3.2.b Similar work experience of not less than one year in a role as a Compliance Officer for an organization in the gaming industry or other regulated environment; or
 - 4.3.2.c Related professional designation.
 - (1) Examples of acceptable professional designations include accounting, risk management, compliance, audit, AML/Fraud, finance and/or legal. Service Providers may submit, for the Corporation's consideration and approval, other related professional designations.
- 4.3.3 The Compliance Officer may not hold a concurrent role that involves direct responsibilities for gaming operations.

[Amended 09/19/2018, 09/30/2019]

5 POLICY CONTROL LEVEL ALLOCATION

- 5.1 BCLC shall be responsible for establishing and maintaining the matrix for use in evaluating risks apparent in each facility in order to apply the appropriate level of policy controls with which each gaming facility must comply.
 - 5.1.1 Each facility will be evaluated using the following criteria:
 - 5.1.1.a Types, number and maximum monetary limits of table games;
 - 5.1.1.b Number of slot machines and/or electronic table games;
 - 5.1.1.c Size of facility;
 - 5.1.1.d Geographical location;
 - 5.1.1.e Design of facility including presence of multiple floors or entry doors.
- 5.2 The policy control levels for facilities, as determined by BCLC, are to be used wherever the levels are referenced in these Standards.
 - 5.2.1 For any standard, policy or procedure that does not reference a policy level, all levels of facilities are expected to comply with the same standard, policy or procedure.
- 5.3 For the purpose of casinos and community gaming centres, five (5) levels of policy control have been identified.
 - 5.3.1 A sixth level has been identified for facilities that are 'bingo only'.

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Article: 4-1.1 General		

- 5.4 BCLC Director of Operations, in consultation with BCLC Corporate Security and the BCLC Regional Operations Managers, shall allocate the appropriate policy control level for each of the gaming facilities.

5.4.1 Gaming facility changes that are requested by Service Providers may affect the policy control level with which the facility is expected to comply.

- 5.5 Policy control level risk matrix chart:

Policy control level	Number, type and limit of games in facility
Level 1	Over 500 slot machines, electronic table games, tournaments, live table games with limits over \$2500, private rooms for VIP play, bingo
Level 2	Over 500 slot machines, electronic table games, tournaments, live table games with limits of \$2500 or less, segregated floor areas of live table games with limits \$5000 or less, bingo
Level 3	251 - 500 slot machines, electronic table games, tournaments (slot, poker or other table tournaments with tournament chips - no live chips), bingo
Level 4	Bingo, 126 - 250 slot machines, electronic table games, tournaments (slot, poker or other table tournaments with tournament chips - no live chips)
Level 5	Bingo, up to 125 slots, electronic table games, tournaments (slot, poker or other table tournaments with just tournament chips - no live chips)
Level 6	Bingo only

- 5.6 All product references are 'and/or' so any combination of products may be present within a level as long as the number and mix of games are within the boundaries as described;

5.6.1 Example – A site having 300 slot machines, 2 electronic table games and 5 live table games at a maximum limit of \$200 would be expected to comply with policy control level 2 due to the presence of live chips whereas a site having 400 slot machines and 5 electronic table games would be required to comply with policy control level 3.

- 5.7 The BCLC Director of Operations shall advise the Service Provider in writing of the appropriate level of policy control which has been allocated to the gaming facility;

5.7.1 If Service Provider change requests are received which, if approved, would constitute a change to the level of policy control with which the site is expected to comply the BCLC Director of Operations shall advise the Service Provider in writing.

- 5.8 If a Service Provider request is for a new product not identified in that policy control level or for an increase in the number of games to a point which would be outside the facility's allotted policy level, the facility would be expected to comply to the new policy control level.

6 OPERATION

- 6.1 BCLC shall determine the hours of play as well as the number, type and mix of table games, electronic table game systems and slot machines in the casino or community gaming centre.

6.1.1 Definition – Electronic Gaming Device (EGD) means a slot machine or electronic table game that uses a Random Number Generator (RNG) to determine game outcome.

6.1.2 For purposes of ascertaining numbers of electronic gaming devices (EGDs) in a property, one EGD encompasses the main RNG and all associated gaming terminals linked to that specific RNG.

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- 6.1.2.a One main game RNG = one EGD.
 - (1) An RNG added to the EGD for the purpose of running a progressive is not considered an additional game.
- 6.1.2.b One EGD may communicate with and determine the game outcome for multiple terminals, therefore the EGD and terminals together are counted as one.
- 6.1.3 The numbers of table games in a property include any potential game outcome generated through actions taken by a dealer(s), such as, but not limited to: the dealing of cards, spinning of a Roulette ball, shaking or rolling of dice.
 - 6.1.3.a Terminals associated with a Table Game, also known as Electronically Assisted Table Games are not considered EGDs.
 - 6.1.3.b The numbers of Player (or betting) positions at a live table game do not increase the table count. Players may wager through the use of chips at the table and/or electronically at a terminal.
 - (1) For purposes of staffing of live table games see General – Service Provider Staffing policies for Facilities at Policy Control Levels 1 and 2, TABLE CONVERSIONS FOR STAFFING PURPOSES.
- 6.2 Casino and Community gaming centre operations are to be open every day unless otherwise authorized by BCLC through prior approval from the BCLC Regional Operations Manager, Community Gaming.
- 6.3 The Service Provider shall forward a written request, inclusive of a tentative start date, to BCLC for approval to change the hours of casino or community gaming centre game operation or the number and mix of tables.
 - 6.3.1 The Service Provider shall not implement any changes without receiving prior written approval from BCLC.
 - 6.3.2 The Service Provider shall be responsible for ensuring that the hours, number, type and mix of casino or community gaming centre game operation comply with the bylaws of the applicable Municipality, Regional District, Indian Band or other governing body.
 - 6.3.3 The Service Provider shall provide BCLC with a copy of the applicable bylaws or written confirmation from the governing body indicating that the proposed hours of operation do not contravene any bylaw or local statute.
 - 6.3.4 BCLC's approval to change casino or community gaming centre game hours of play or the number, type and mix of games will be subject to compliance with applicable bylaws.

[Amended 04/01/2019]

Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 4-1.1—6
	Last Revised Date September 30, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 4-1.1 General		

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Article: 4-1.1 General		

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9 ACCEPTABLE IDENTIFICATION

9.1 With the exception of mandatory procedures completed to fulfill the requirements of Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations, for the purposes of these BCLC Standards, acceptable identification shall include any government issued picture identification (driver's license, passport, BC ID, etc.) whether valid or expired.

9.1.1 See General - FINTRAC and Anti-Money Laundering Compliance or Cage – Large Cash Transactions for identification requirements for Large Cash Transaction, Foreign Exchange and Disbursement Reporting.

9.2 The identification shall only be considered acceptable if the casino or community gaming centre employee is convinced the identification presented accurately depicts the individual claiming its identity.

9.2.1 Should a casino or community gaming centre employee question the authenticity of the identification, additional identification shall be requested.

9.3 For retention and recording procedures for acceptable identification, see General – Privacy and Protection of Personal Information.

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	Last Revised Date September 30, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 4-1.1 General		

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BCLC Standards	Effective Date April 1, 2018	Article Page 4-1.3—1
	Last Revised Date May 7, 2018	Authorized by Vice President, Legal, Compliance, Security
Article: 4-1.3 Security – General		

Article: 4-1.3 Security – General

1 GENERAL

- 1.1 BCLC shall determine security standards, policies and procedures to be followed by the Service Provider's security department personnel.
 - 1.1.1 Security department personnel shall be familiar with all BCLC Standards with the exception of Surveillance Standards.
- 1.2 Security department personnel shall each hold a Gaming Security Office Completion Certificate as prescribed by the Security – Training and Certification policy.
- 1.3 The Service Provider shall be responsible for:
 - 1.3.1 Protection of employees;
 - 1.3.2 Protection of patrons;
 - 1.3.3 The physical security of the casino or community gaming centre and all assets contained therein.

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- 1.5 Duties of the Security Department/Staff include the following:
 - 1.5.1 Maintaining current lists of registered gaming employees and their GPEB numbers employed at each casino or community gaming centre, by site, and providing access to, and copies of, this list to the BCLC Investigators and BCLC Gaming Compliance Officers upon request;
 - 1.5.2 Providing physical security, crowd control and control of incidents in and around the casino or community gaming centre;
 - 1.5.3 Refusing entry to persons carrying weapons;
 - 1.5.3.a See CEREMONIAL WEAPONS (KIRPAN) for exception.
 - 1.5.4 Working with surveillance personnel Redacted for Security and all other departments to ensure the overall security of the casino or community gaming centre;
 - 1.5.5 Ensuring appropriate access control is maintained through compliance with all General – Access policies;
 - 1.5.6 Transporting, safekeeping, destruction/disposition of new and used playing cards and other consumable gaming equipment;
 - 1.5.7 Ensuring any found property is dealt with as prescribed by General – Found Property policy;
 - 1.5.8 Monitoring movement and security of cash and convertible cash assets;
 - 1.5.9 Ensuring no person uses any electrical, mechanical, telecommunications or other device to affect the outcome of a casino game;
 - 1.5.10 Maintaining notebook, logs and files as prescribed by these BCLC Standards;
 - 1.5.11 Ensuring persons on the BCLC Self-Excluded and Excluded lists are refused entry to the casino or community gaming centre;

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Article: 4-1.3 Security – General		

- 1.5.12 Conducting reviews for individuals enrolling in the Encore Rewards Program that are identified as possible barred or self-excluded individuals, including follow-up as noted in Customer Relationship Management – Encore Rewards Program – Customer Service Responsibilities;
- 1.5.13 Ensuring that persons under 19 years of age are not allowed in the casino or community gaming centre;
- 1.5.14 Maintaining vigilance during regular patrols of parking area(s) to identify circumstances where pets left in vehicles may be in distress due to inclement weather conditions; and
 - 1.5.14.a Notifying authorized agents as per the *Prevention of Cruelty to Animals Act (PCA Act)*.
- 1.5.15 Other duties as required or prescribed by all BCLC Standards and BCLC directives and amendments;
- 1.5.16 For sites with unmanned surveillance:
 - 1.5.16.a Duties as prescribed by the BCLC Unmanned Surveillance Standards.
- 1.6 Security personnel must be positioned within three meters of all entrances, at the ID scanner if the scanner has been installed at the facility, at all times during all operating hours to identify underage persons, self-excluded or barred patrons, intoxicated persons and persons of interest;
- 1.7 Prohibited activities:
 - 1.7.1 Security Officers shall not act as a signatory in any financial transaction or transfer of cash or cash assets, except as otherwise required by these BCLC Standards.
- 2 SECURITY/SAFETY
 - 2.1 The Service Provider is responsible for implementing all security policies and procedures at the casino or community gaming centre and ensuring compliance with all standards.
- 3 SECURITY CONTROL AND EMERGENCY PLANS
 - Redacted for Security

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BCLC Standards	Effective Date April 1, 2018	Article Page 4-1.3—3
	Last Revised Date May 7, 2018	Authorized by Vice President, Legal, Compliance, Security
Article: 4-1.3 Security – General		

Redacted for Relevance

4 SECURITY RECORDS AND REPORTING

- 4.1 The BCLC Director, AML & Investigations or designate and BCLC Director of Security, Privacy and Compliance or designate shall have access to all security information and records at all times and be permitted to remove all records for photocopying purposes.

[Amended 05/07/2018]

5 CRITICAL INCIDENT ESCALATION

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5.1

- 5.2 If an investigation is required, the Security Manager (or designate) or General/Shift Manager (or designate) will ensure that it is conducted.

- 5.3 The Service Provider shall prepare Incident Reports, report to GPEB, and escalate incidents in accordance with the requirements and standards specified in General – Incident Reporting and Escalation.

- 5.4 At facilities with manned surveillance, the Surveillance department shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.

- 5.5 At facilities with unmanned surveillance, the Facility Manager or his designate shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.

[Amended 05/07/2018]

6 INFORMATION RECEIVED

- 6.1 When a Security Officer or Service Provider Employee receives information relevant to the security of the casino or community gaming centre, steps shall be taken to ensure that the proper individuals are notified and that the information is protected.

- 6.2 If the information is of a criminal nature, GPEB Investigation Division shall be advised immediately as per General – Incident Reporting and Escalation and an investigation shall be conducted. The Security Officer shall:

- 6.2.1 Attempt to obtain a written statement from the informant;

- 6.2.1.a If the informant wishes to remain anonymous, detailed notes shall be taken;

- 6.2.2 Report the incident and all details.

- 6.3 The Security Manager/Supervisor, or designate shall assess the nature and risk factor of the information and take the following measures as necessary, depending on the nature of the information.

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	Last Revised Date May 7, 2018	Authorized by Vice President, Legal, Compliance, Security
Article: 4-1.3 Security – General		

6.3.1 If the situation is an emergency (or criminal in nature) report the details immediately as per ESCALATION OF INCIDENTS in General – Incident Reporting and Escalation;

6.3.2 Redacted for Security

6.3.3 Create an Incident Report in CRS.

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Article: 4-1.3 Security – General		

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Article: 4-1.3 Security – General		

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12 NOTEBOOKS

- 12.1 All Security Officers shall carry a notebook, issued by the Service Provider, while on duty.
- 12.2 The notebook is the property of the Service Provider and shall be securely stored in the gaming facility in a secure location accessible only to the Security personnel at the conclusion of Security Officers shift.
- 12.3 Notebooks must be used by a Security Officer as an investigative aid for the purpose of recording information.
 - 12.3.1 The recorded information is to aid in the recall of the circumstance(s), information and details surrounding an incident at a later time.
 - 12.3.2 This information can be used for preparing reports, providing accountability and to aid in Court Testimony.
- 12.4 The Security Officer should record the details, names, addresses, contact information and identification details collected from persons involved in or witness(es) to reportable situations or occurrences.

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Article: 4-1.3 Security – General		

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BCLC Standards	Effective Date April 1, 2018	Article Page 4-1.4—1
	Last Revised Date January 14, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 4-1.4 Security – Training and Certification		

Article: 4-1.4 Security – Training and Certification

1 DEFINITIONS

- 1.1 “Gaming Security Officer Course” means the on-line course developed for BCLC and delivered by the Justice Institute of British Columbia (JIBC).
- 1.2 “Gaming Security Officer Training Completion Certificate” means a certificate issued by the JIBC, which verifies that the individual named on the certificate has successfully met the training requirement for Gaming Security Officers in British Columbia, as prescribed by BCLC.
- 1.3 “Gaming Security Officer” includes any Casino or Community Gaming Centre Security Officer, Security Supervisor, and Security Manager up to but excluding the position of “Security Director.”

[Amended 01/14/2019]

2 GENERAL REQUIREMENTS

- 2.1 All Gaming Security Officers employed in Casinos or Community Gaming Centres shall hold a Gaming Security Officer Training Completion Certificate. An exception is permitted for new hires as follows:
 - 2.1.1 If the new hire has not attained a Gaming Security Officer Training Completion Certificate but holds a valid security license issued by the Registrar of Security Services and has completed the Basic Security Training (BST) certification program through the JIBC, that individual may work under the supervision of a certified Gaming Security Officer for a period of 90 days in a gaming facility.
 - 2.1.1.a The individual must successfully obtain their Gaming Security Officer Training Completion Certificate within the 90 days or they will no longer be permitted to perform work as a security worker in the gaming facility until such time they have successfully completed and received their Certificate.

[Amended 01/14/2019]

3 CERTIFICATION

- 3.1 Gaming Security Officer Training Completion Certificates are issued by the Manager, Security Training Programs, JIBC Justice & Public Safety Division.
- 3.2 In order to attain a Gaming Security Officer Training Completion Certificate, an individual must successfully complete the Gaming Security Officer Course.

[Amended 01/14/2019]

4 GAMING SECURITY OFFICER (GSO) COURSE

- 4.1 The Gaming Security Officer Course is an on-line course. Successful completion of a comprehensive final written exam is required to attain a Gaming Security Officer Training Completion Certificate.

[Amended 01/14/2019]

5 EVALUATION

- 5.1 Completion of the Gaming Security Officer Course requires the successful completion of a written exam.

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Article: 4-1.4 Security – Training and Certification		

- 5.2 The written exam is a two hour short answer-format exam, with a pass mark of 70%. The questions on each exam are drawn from a pool of questions.
- 5.3 Individuals who fail the written test are given an opportunity to re-write.
- 5.4 Individuals with documented learning disabilities may have access to appropriate exam accommodations (such as oral exams). Individuals requiring an accommodation shall make the request to the Manager, Security Training Programs, JIBC Justice & Public Safety Division prior to commencing the course.

[Amended 01/14/2019]

6 TRAINING DELIVERY

- 6.1 The Gaming Security Officer Course is delivered exclusively by the JIBC.
- 6.2 The Gaming Security Officer Course is offered to anyone who wants to take it, on an open registration fee-for-service basis.

[Amended 01/14/2019]

Redacted for Relevance

8 CHALLENGE EXAMS

- 8.1 The Security Manager/Director or General Manager for each Casino or Community Gaming Centre Service Provider may designate, that any new hire or BST certified Security Officer may write a challenge exam for the JIBC Gaming Security Officer Course, where in the opinion of the Security Manager/Director, the previous training, experience, and/or demonstrated level of knowledge is sufficient to make it appropriate for the individual to be so permitted.
 - 8.1.1 The challenge exam consists of the same written evaluation exam that must be passed in order to complete the knowledge course. Individuals writing the challenge exam may be provided with the opportunity to do so at separate challenge exam sittings administered by the JIBC, or at the same time as other individuals who are completing some or all of the actual course.
 - 8.1.2 If the individual is not successful at completing the challenge exam on their first attempt, then they are required to take the full Gaming Security Officer Course.

[Amended 01/14/2019]

[Subsection 9 deleted 01/14/2019]

9 RE-CERTIFICATION

- 9.1 There will be no requirement to re-certify the Gaming Security Officer Training Completion Certificate.
- 9.2 The Advanced Security Training certification is valid for a period of three years.

[Amended 01/14/2019]

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	Last Revised Date April 1, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 4-1.5 Security – Casino and Community Gaming Centre Exclusion		

Article: 4-1.5 Security – Casino and Community Gaming Centre Exclusion

1 EXCLUSION

- 1.1 The Service Provider shall, by means of its security staff, remove from the casino or community gaming centre any person who:
- 1.1.1 Conducts themselves in a disruptive manner;
 - 1.1.2 Has acted in a manner that could adversely affect public confidence in the integrity of games and operations;
 - 1.1.3 Is involved in committing a suspected criminal act;
 - 1.1.4 Appears to be intoxicated or appears to be under the influence of an illegal substance;
 - 1.1.5 Is in possession of a weapon;
 - 1.1.6 Is a participant in the Voluntary Self Exclusion program;
 - 1.1.7 Has been barred from all casinos and all community gaming centres in British Columbia (a "Provincial Ban") by the BCLC Manager, Investigations or designate.

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	Last Revised Date April 1, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 4-1.5 Security – Casino and Community Gaming Centre Exclusion		

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2 BCLC PROVINCIAL BANS

- 2.1 The BCLC Manager, Investigations or designate may initiate a Provincial Ban as a result of information received from casino or community gaming centre sites, BCLC Investigators, police or as a result of exclusions in effect in another jurisdiction.
- 2.2 BCLC Manager, Investigations or designate may issue a BCLC Provincial Ban for individuals deemed undesirable due to:
 - 2.2.1 The individual having a propensity for violence;
 - 2.2.2 The individual having a history of or being suspected of possession of the proceeds of crime as defined in the Criminal Code;
 - 2.2.3 The individual having a known gang/organized crime association;
 - 2.2.4 The individual posing a public safety risk, based on available information;
 - 2.2.5 Discovering the individual has been banned in another jurisdiction for a reason that is justified in BCLC's sole discretion to also indicate reasonable grounds for barring in BC ;
 - 2.2.6 Information shared by law enforcement or discovered while monitoring open source data that identifies the individual as being undesirable;
 - 2.2.6.a This may include the information gathered while monitoring business relationships for FINTRAC reporting compliance.
- 2.3 BCLC will take reasonable measures to review and undertake investigations with due diligence, in accordance with the requirements below to confirm the accuracy of any relevant information before proceeding with a BCLC Provincial Ban.
 - 2.3.1 All relevant incidents will be reviewed by BCLC to determine the details and scope of the incident;

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2.3.2 Where an incident is deemed to involve a breach of BCLC standards, policies or procedures, BCLC will conduct an investigation, in conjunction with Service Provider Security and Surveillance Management as required; and

2.3.3 Where an incident may be illegal in nature, or a violation of any regulatory statute, BCLC will report the incident to authorities. BCLC provides assistance to authorities when requested.

2.4 BCLC will determine the length of the ban according to the information discovered and the results of the investigation.

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6 CASINO AND COMMUNITY GAMING CENTRE EXCLUSION MINIMUM GUIDELINES

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6.4 Five Years:

- 6.4.1 Repetitive incidents of any type of cheating at play;
- 6.4.2 Serious and/or repetitive incidents of disturbing the peace or other criminal offences;
- 6.4.3 Possession of firearms or threats related to firearms;
- 6.4.4 Possession of a concealed weapon;
- 6.4.5 Loan sharking or cash facilitation.

- 6.5 The above list is a guideline and, depending on the circumstances of specific incidents, the BCLC Manager, Investigations or designate may issue a barring or length of a barring that is not as described above.

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	Last Revised Date April 1, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 4-1.23 Cage – General		

Article: 4-1.23 Cage – General
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BCLC Standards	Effective Date April 1, 2018	Article Page 4-1.23—2
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Article: 4-1.23 Cage – General		

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BCLC Standards	Effective Date April 1, 2018	Article Page 4-1.23—3
	Last Revised Date April 1, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 4-1.23 Cage – General		

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3 CASHIER

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3.5 Source of funds

- 3.5.1 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's

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name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.

3.5.1.a If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.

(1) A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.

3.5.2 If a patron buys in for table game play at the Cash Cage (Large Table Buy-In, CPV), with minimal play, the cash disbursement for chips redemptions must be in the same denominations as the patron's original buy-in; and

3.5.2.a An Incident Report in CRS shall be completed.

3.5.3 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses shall not be accepted.

3.5.3.a An MSB is defined as an individual or an entity, other than a regulated financial institution, that is engaged in the business of any of the following activities:

- (1) Foreign exchange dealing;
- (2) Remitting or transmitting funds by any means or through any individual, entity or electronic funds transfer network;
- (3) Issuing or redeeming money orders, traveler's cheques or other similar negotiable instruments.

3.5.4 If the Cage Supervisor is not satisfied the Source of Funds Declaration meets sufficient clarity to explain the source of the funds, the cash or other reportable negotiable instruments shall not be accepted and further gaming privileges suspended until sufficient clarity is provided.

3.5.5 An Incident Report in CRS shall be completed and BCLC AML unit shall be alerted.

3.5.6 BCLC will, in collaboration with the Service Providers and GPEB, review the Source of Funds Declaration as needed but at minimum on an annual basis to determine if refinements to the document are required.

3.5.7 See also Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting.

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	Last Revised Date April 1, 2019	Authorized by Vice President, Casino and Community Gaming
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5 PRIZE PAYMENTS

5.1 The Service Provider shall pay jackpots and prize payments in accordance with policies and procedures prescribed by BCLC.

5.2 Upon request, the Service Provider shall provide winner's cheques only for 'verified wins', as directed in Cage – Service Provider Cheques.

5.2.1 'Verified win' means the casino or community gaming centre employee has determined the gaming chips or gaming tickets were acquired as a result of a documented win on a table game, a jackpot on an electronic gaming device, or a cash amount verified as a Service Provider or BCLC marketing promotion prize.

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5.2.1.b A slot machine ticket or an accumulation of a number of tickets in themselves do not constitute a 'verified win'.

5.2.1.c A slot machine cancelled credit (CC) is not a 'verified win'.

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5.2.1.e Cash outs of chips from a Community Poker table are not considered 'verified wins'.

5.2.1.f A prize won as a result of a Bingo game is considered a 'verified win'.

5.2.2 A copy or photocopy of the GMS jackpot payout slip shall be attached to the cheque stub or duplicate cheque copy as evidence of the verification.

5.2.3 If the Service Provider cannot verify a win, a winner's cheque shall not be issued.

5.2.3.a See Cage – Service Provider Cheques for issuance of 'Convenience' or 'Return of PGF' cheques.

[Amended 09/05/2018]

Redacted for Relevance

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BCLC Standards	Effective Date April 1, 2018	Article Page 4-1.31—1
	Last Revised Date September 19, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 4-1.31 General – Service Provider Staffing – General		

Article: 4-1.31 General – Service Provider Staffing – General

1 GENERAL

- 1.1 The BCLC Director, Security, Privacy & Compliance, or designate, in consultation with the Director of Operations, shall determine whether a casino or community gaming centre is sufficiently staffed with Surveillance and Security personnel.
- 1.2 The BCLC Director of Operations shall have discretion in determining whether a casino or community gaming centre is sufficiently staffed for all other positions.
- 1.3 Staff lists of all employees in the casino or community gaming centre shall be provided to BCLC upon request.
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- 1.5 Casino and community gaming centre employees shall be at least nineteen (19) years of age.

2 SECURITY CLEARANCE

- 2.1 All gaming employees scheduled to work in a gaming facility shall be registered with Gaming Policy and Enforcement Branch (GPEB).
- 2.2 The Service Provider shall provide the BCLC Manager, Corporate Security & Compliance or designate access to a list of all current employees' GPEB tag numbers and expiry dates.
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BCLC Standards	Effective Date April 1, 2019	Article Page 4-1.32—1
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 4-1.32 General – Service Provider Staffing – BCLC Private Room and VIP Patron Standard		

Article: 4-1.32 General – Service Provider Staffing – BCLC Private Room and VIP Patron Standard

1 DEFINITION

- 1.1 Private Room: means specific rooms having maximum bets over \$5000, which are recognized and approved as high limit private rooms by the BCLC Director of Operations, Casino and Community Gaming or designate.

2 GENERAL

- 2.1 Each Service Provider who offers a Private Room(s) must develop, implement, and maintain policies and procedures to direct the operation of the Private Rooms and interactions between casino staff and VIP patrons (the VIP Policies and Procedures). The intent of the VIP Policies and Procedures is to preserve the integrity of gaming operations.
- 2.2 At minimum, the VIP Policies and Procedures must include the following components and adhere to the requirements outlined herein.

3 STANDARDIZED ROLES AND RESPONSIBILITIES

- 3.1 All Private Room staff roles and responsibilities must be clearly defined within the VIP Policies and Procedures.
- 3.1.1 The Private Room staff structure must include the designation of at least one (1) Private Room Guest Service Director (or equivalent).
- 3.2 A Private Room staff department organizational chart must be developed, maintained, and provided to duly authorized BCLC personnel upon request.

4 REPORTING MISCONDUCT

- 4.1 Service Providers must establish and maintain a whistleblower process through which Private Room staff and other casino staff can report any concerns or breaches of policy related to interactions between staff and VIP patrons.
- 4.2 All casino staff, including Private Room staff, must be made aware of and have unfettered and confidential access to the service provider's whistleblower process.
- 4.3 All Private Room staff and management must receive tailored training in relation to identification and reporting of unacceptable conduct by Private Room staff and management.

5 FRATERNIZATION

- 5.1 Service providers must explicitly set out permissible interactions between Private Room staff and VIP patrons outside of the casino.
- 5.2 All interactions between casino staff, including Private Room staff, and VIP patrons outside of the casino, whether incidental or planned, must be disclosed to casino management and the Security Manager or designate and a record of the interaction created.

6 DUAL VERIFICATION OF FOREIGN LANGUAGES DECLARATIONS

- 6.1 Two (2) registered gaming workers who are conversant in the language being spoken by the patron must be present when casino staff, including Private Room staff, and VIP patrons are providing information in a foreign language to meet AML requirements.
- 6.2 Both of the registered gaming workers in attendance shall provide written attestation to the accuracy of the information provided by the VIP patron.

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Article: 4-1.32 General – Service Provider Staffing – BCLC Private Room and VIP Patron Standard		

7 GRATUITIES

- 7.1 Specific limitations and requirements relating to the acceptance of gifts, gratuities, and benefits from VIP patrons by Private Room staff and other casino staff must be clearly set out within the VIP Policies and Procedures.

8 AML TRAINING

- 8.1 Service Providers shall ensure Private Room staff do not perform any work functions unless their AML training is current.

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	Last Revised Date January 14, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 4-1.33 General – Service Provider Staffing – Facilities at Policy Control Level 1		

Article: 4-1.33 General – Service Provider Staffing – Facilities at Policy Control Level 1

1 GENERAL

1.1 All Service Providers shall follow and use standard position titles throughout the facility.

1.2 Redacted for Security

2 SEPARATION OF DUTIES

2.1 Redacted for Security

3 TABLE CONVERSIONS FOR STAFFING PURPOSES

3.1 For the purpose of the Required Positions staffing policy, the following conversions apply:

3.1.1 Poker Tables = see Table Games – Community Poker Rules and Regulations;

3.1.2 One Wheel of Fortune = one gaming table;

3.1.3 One table game (excluding Roulette, Sic Bo, Craps and Pai Gow Tiles tables) = one gaming table;

3.1.4 One single layout Roulette table = two gaming tables;

3.1.5 One single layout Sic Bo table = one gaming table;

3.1.6 One double layout Sic Bo table = two gaming tables;

3.1.7 One Craps table = two gaming tables;

3.1.8 One Pai Gow Tiles table = two gaming tables.

4 REQUIRED POSITIONS

4.1 The following positions shall be staffed with the corresponding minimum number of employees per shift during operating hours, Redacted for Security

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4.1.8 Redacted for Security

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5 OPTIONAL POSITIONS

5.1 A private room may be staffed Redacted for Security

[Amended 01/14/2019]

6 GENERAL DUTIES

6.1 CASINO MANAGER

- 6.1.1 Manage all gaming and non-gaming casino site activities, in accordance with BCLC Standards.
- 6.1.2 Ensure cash handling and financial reporting procedures are in compliance with BCLC Standards.
- 6.1.3 Oversee and provide constant public relations and customer contact.
- 6.1.4 Manage entire staff and staffing issues, with the exception of Surveillance personnel.
 - 6.1.4.a Security will report to the Casino Manager or the Director of Security if the Service Provider has a Director of Security.

6.2 ASSISTANT CASINO MANAGER/CASINO SHIFT MANAGER

- 6.2.1 In the absence of the Casino Manager responsible for all duties of the Casino Manager.
- 6.2.2 Other duties as assigned.

6.3 CAGE MANAGER

- 6.3.1 Manage Cage activities and personnel, to ensure department is in accordance with BCLC Standards;
- 6.3.2 Monitor all financial transactions relating to the cage;
- 6.3.3 Monitor and review all financial reports generated by the department, including, but not limited to, daily, weekly, monthly, quarterly, and annual financial statements, as well as any corporate reporting required;
- 6.3.4 Other duties as assigned.

6.4 CAGE SUPERVISOR

- 6.4.1 Supervise Cage activities and personnel, to ensure department is in accordance with BCLC Standards,

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- 6.4.2 Ensure customer service is being provided and deal with customer issues.
- 6.4.3 Monitor slot jackpots.
- 6.4.4 Ongoing employee administration.
- 6.4.5 Completion of all necessary paperwork, forms, and reports in an efficient manner.
- 6.4.6 Other duties as assigned.
- 6.5 COUNT/DROP TEAM SUPERVISOR
 - 6.5.1 Supervise Count/Drop team activities and personnel, to ensure department is in accordance with BCLC Standards.
 - 6.5.2 Oversee set-up and observe drops.
 - 6.5.3 Oversee and observe counts.
 - 6.5.4 Verify and complete all appropriate paperwork.
 - 6.5.5 Verify and prepare floats.
 - 6.5.6 Prepare deposits.
 - 6.5.7 On-going employee administration.
 - 6.5.8 Other duties as assigned.
- 6.6 COUNT/DROP TEAM
 - 6.6.1 Ensure department is in accordance with BCLC Standards.
 - 6.6.2 Collect and count soft drop from machines.
 - 6.6.3 Complete all necessary paperwork.
 - 6.6.4 Comply with all cash handling procedures.
 - 6.6.5 Other duties as assigned.
- 6.7 CASHIER
 - 6.7.1 Ensure department is in accordance with BCLC Standards.
 - 6.7.2 Slot activities: verification of cash floats, exchanging bills, redeeming tickets, coupons, Encore Rewards Player Club points.
 - 6.7.3 Table activities: cashing out chips, processing fills/credits if required, processing Large Table Buy-ins.
 - 6.7.4 Confirm and process jackpots, disputes, cancelled credits.
 - 6.7.5 Redeem lottery tickets.
 - 6.7.6 Sort bills, cash bundles, exchange newer bills with slot attendants.
 - 6.7.7 Ensure floats balance.
 - 6.7.8 Other duties as assigned.
- 6.8 CHIP BANK FILL CLERK
 - 6.8.1 Ensure department is in accordance with BCLC Standards.
 - 6.8.2 Opening and closing of Chip Bank.
 - 6.8.3 Administering Fills and Credits.

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- 6.8.4 Completion of all Chip Bank paperwork.
- 6.8.5 Balancing the Chip Bank at the end of each shift.
- 6.8.6 Other duties as assigned.
- 6.9 SLOT MANAGER
 - 6.9.1 Manage Slot activities and personnel, to ensure department is in accordance with BCLC Standards;
 - 6.9.2 Responsible for all phases of slot operations;
 - 6.9.3 Maintain superior customer service;
 - 6.9.4 Verification of payouts;
 - 6.9.5 Supervision of personnel;
 - 6.9.6 Other duties as assigned.
- 6.10 SLOT SUPERVISOR
 - 6.10.1 Supervise Slot activities and personnel, to ensure department is in accordance with BCLC Standards.
 - 6.10.2 Supervision of slot attendants, slot area floor activities and slot machine operations.
 - 6.10.3 Customer service activities dealing with inquiries and disputes regarding jackpot payouts, tickets, making change, etc.
 - 6.10.4 Employee relations, training, problem solving, reviewing performance and handling discipline where required.
 - 6.10.5 Completion of all necessary paperwork, reports, etc. for payroll, employee scheduling.
 - 6.10.6 Oversee opening and closing procedures.
 - 6.10.7 Other duties as assigned.
- 6.11 SLOT ATTENDANT
 - 6.11.1 Ensure department is in accordance with BCLC Standards.
 - 6.11.2 Verification and paying out of jackpots to customers.
 - 6.11.3 Assist customers with tickets.
 - 6.11.4 Maintain a clean, tidy, pleasant environment for the customer.
 - 6.11.5 Provide change service to customers (new bill exchange) in the event Change Attendants are not used.
 - 6.11.6 Monitor machine stack lights in assigned area to ensure prompt service.
- 6.12 CHANGE ATTENDANT (OPTIONAL)
 - 6.12.1 Ensure department is in accordance with BCLC Standards.
 - 6.12.2 Provide cash equivalents (bill exchange) for patrons.
- 6.13 TABLE GAMES FLOOR MANAGER
 - 6.13.1 Manage Table Game activities and personnel, to ensure department is in accordance with BCLC Standards.

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- 6.13.2 Resolution of gaming table conflicts as they arise to maintain integrity, customer service and fair treatment.
- 6.13.3 Maintain adequate staffing levels to ensure gaming tables operations are consistent with customer loads.
- 6.13.4 Timely and accurate completion of all government and company gaming paperwork requirements.
- 6.13.5 Ensure all staff is in position at the beginning of shift, all positions filled and break and shift changes are made according to schedule.
- 6.13.6 Ensure Dealer Supervisors are actively monitoring games in their assigned areas.
- 6.13.7 Ensure Dealer Supervisors are trained and adequately rating players according to the training received.
- 6.13.8 If designated by Shift Manager, complete the requests for Dealer login swipe accounts. Print and allot account cards to Dealers in accordance with BCLC Standards.
- 6.13.9 Verify opening and closing chip inventories at all games.
- 6.13.10 Report all game and player irregularities.
- 6.13.11 Ongoing employee administration.
- 6.13.12 Other duties as assigned.
- 6.14 DEALER SUPERVISOR/BOXMAN/POKER SUPERVISOR
 - 6.14.1 Report to Table Games Floor Manager.
 - 6.14.2 Supervise table game activities and personnel to ensure department is in accordance with BCLC Standards, and applicable house rules.
 - 6.14.3 Supervise table games' (dealers and players) play and bet settlement.
 - 6.14.4 View/identify/verify large cash and colour transactions.
 - 6.14.5 Open and close of tables, verifying table floats and ensuring all necessary paperwork and procedures are completed.
 - 6.14.6 Rating players play for Encore Rewards Program and tracking players for FINTRAC reporting.
 - 6.14.7 Escalate player disputes and game irregularities.
 - 6.14.8 Employee administration.
 - 6.14.9 Other duties as assigned.
- 6.15 DEALER
 - 6.15.1 Ensure department is in accordance with BCLC Standards, and applicable house rules.
 - 6.15.2 Project the highest possible level of customer service/relations through friendly, courteous, knowledgeable and professional conduct.
 - 6.15.3 If Service Provider has opted to use Dealer swipe cards, using the account card allotted to them, log in and log out of the TableView tablet upon arriving and leaving the gaming table.

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- 6.15.4 Deal the game, pay or take winning and losing bets as outlined in the appropriate Rules of Play.
- 6.15.5 Control table for the correct order of play and ensure bets close at the appropriate time.
- 6.15.6 Ensure security of the table and its float, and concentrate directly on the table activities.
- 6.15.7 Other duties as assigned.
- 6.16 CUSTOMER SERVICE REPRESENTATIVE/EXECUTIVE HOST/VIP HOST
 - 6.16.1 Meet and greet customers.
 - 6.16.2 Provide information to customers.
 - 6.16.3 Manage waiting list(s) for players.
 - 6.16.4 Handle complaints by directing player to appropriate Supervisor.
 - 6.16.5 Update membership information for the Encore Rewards Player Club Program.
 - 6.16.6 Process Encore Rewards Player Club applications, print membership cards, and forward applications to BCLC for retention.
 - 6.16.7 Manage promotional coupons for authorized programs.
 - 6.16.8 Other duties as necessary.
 - 6.16.8.a Executive Host/VIP Host or designate shall not handle cash or chips.
- [Amended 01/14/2019]
- 6.17 SECURITY MANAGER
 - 6.17.1 Manage security activities and personnel to ensure department and conduct of all gaming operations are in accordance with BCLC Standards;
 - 6.17.2 Initiate, coordinate and direct all security functions and related administrative processes;
 - 6.17.3 Investigate all irregularities immediately;
 - 6.17.4 Ensure adequate floor security personnel are on duty;
 - 6.17.5 Other duties as required.
- 6.18 SECURITY SUPERVISOR
 - 6.18.1 Responsible for ensuring the safety of all individuals in the casino.
 - 6.18.2 Monitor and supervise all employee activity to ensure conduct of all gaming operations in accordance with BCLC Standards, and those established by the Service Provider.
 - 6.18.3 Supervise and direct Security Officers (employee administration).
 - 6.18.4 Ensure all reporting processes are adhered to and submitted to appropriate department(s).
 - 6.18.5 Maintain discretion and confidentiality of all information pertaining to the casino site and employees/patrons therein.
 - 6.18.6 Other duties as assigned.
- 6.19 SECURITY OFFICER

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- 6.19.1 Monitor employee activity to ensure conduct of all gaming operations in accordance with BCLC Standards, and those established by the Service Provider.
- 6.19.2 Enforce restricted access to non-public and secure areas.
- 6.19.3 Monitor patrons/employees in the casino to identify underage persons, intoxicated persons and suspicious persons or activity.
- 6.19.4 Report and provide Incident Reports for any suspicious or criminal activity, suspicious persons, exclusions or unattended children to the surveillance supervisor.
- 6.19.5 Assist in medical emergencies.
- 6.19.6 Provide escorts on and off gaming floor where required.
- 6.19.7 Other duties as assigned.
- 6.20 SURVEILLANCE
 - 6.20.1 See BCLC Surveillance Standards.

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Article: 4-1.34 General – Service Provider Staffing – Facilities at Policy Control Level 2		

Article: 4-1.34 General – Service Provider Staffing – Facilities at Policy Control Level 2

1 GENERAL

1.1 All Service Providers shall follow and use standard position titles throughout the facility.

2 SEPARATION OF DUTIES

2.1 Redacted for Security

3 TABLE CONVERSIONS FOR STAFFING PURPOSES

3.1 For the purpose of the Required Positions staffing policy, the following conversions apply:

- 3.1.1 Poker Tables = see General – Service Provider Staffing – Facilities at Policy Control Level 2, Staffing Levels;
- 3.1.2 One Wheel of Fortune = one gaming table;
- 3.1.3 One table game (excluding Roulette, Sic Bo, Craps and Pai Gow Tiles tables) = one gaming table;
- 3.1.4 One single layout Roulette table = two gaming tables;
- 3.1.5 One single layout Sic Bo table = one gaming table;
- 3.1.6 One double layout Sic Bo table = two gaming tables;
- 3.1.7 One Craps table = two gaming tables;
- 3.1.8 One Pai Gow Tiles table = two gaming tables.

4 REQUIRED POSITIONS

4.1 The following positions shall be staffed with the corresponding minimum number of employees per shift during operating hours, Redacted for Security

4.1.1 Redacted for Security

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	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 4-1.34 General – Service Provider Staffing – Facilities at Policy Control Level 2		

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4.1.9 Redacted for Security

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5 OPTIONAL POSITIONS

5.1 Depending on size and location, Redacted for Security

Redacted for Security

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6 GENERAL DUTIES

6.1 CASINO MANAGER

6.1.1 Manage all gaming and non-gaming casino site activities, in accordance with BCLC Standards.

6.1.2 Ensure cash handling and financial reporting procedures are in compliance with BCLC Standards.

6.1.3 Oversee and provide constant public relations and customer contact.

6.1.4 Manage entire staff and staffing issues, with the exception of Surveillance personnel.

6.1.4.a Security will report to the Casino Manager or the Director of Security if the Service Provider has a Director of Security.

6.2 ASSISTANT CASINO MANAGER/CASINO SHIFT MANAGER

6.2.1 In the absence of the Casino Manager responsible for all duties of the Casino Manager.

6.2.2 Other duties as assigned.

6.3 CAGE MANAGER (IF APPLICABLE)

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- 6.3.1 Manage Cage activities and personnel, to ensure department is in accordance with BCLC Standards,;
- 6.3.2 Monitor all financial transactions relating to the cage;
- 6.3.3 Monitor and review all financial reports generated by the department, including, but not limited to, daily, weekly, monthly, quarterly, and annual financial statements, as well as any corporate reporting required;
- 6.3.4 Other duties as assigned.
- 6.4 CAGE SUPERVISOR
 - 6.4.1 Supervise Cage activities and personnel, to ensure department is in accordance with BCLC Standards.
 - 6.4.2 Ensure customer service is being provided and deal with customer issues.
 - 6.4.3 Monitor slot jackpots.
 - 6.4.4 Ongoing employee administration.
 - 6.4.5 Completion of all necessary paperwork, forms, and reports in an efficient manner.
 - 6.4.6 Assume responsibilities of Cage Manager if facility does not have a Cage Manager position.
 - 6.4.7 Other duties as assigned.
- 6.5 COUNT/DROP TEAM SUPERVISOR
 - 6.5.1 Supervise Count/Drop team activities and personnel, to ensure department is in accordance with BCLC Standards.
 - 6.5.2 Oversee set-up and observe drops.
 - 6.5.3 Oversee and observe counts.
 - 6.5.4 Verify and complete all appropriate paperwork.
 - 6.5.5 Verify and prepare floats.
 - 6.5.6 Prepare deposits.
 - 6.5.7 On-going employee administration.
 - 6.5.8 Other duties as assigned.
- 6.6 COUNT/DROP TEAM
 - 6.6.1 Ensure department is in accordance with BCLC Standards.
 - 6.6.2 Collect and count soft drop from machines.
 - 6.6.3 Complete all necessary paperwork.
 - 6.6.4 Comply with all cash handling procedures.
 - 6.6.5 Other duties as assigned.
- 6.7 CASHIER
 - 6.7.1 Ensure department is in accordance with BCLC Standards.
 - 6.7.2 Slot activities: verification of cash floats, exchanging bills, redeeming tickets, coupons, Encore Rewards Player Club points.

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- 6.7.3 Table activities: cashing out chips, processing fills/credits if required.
- 6.7.4 Confirm and process jackpots, disputes, cancelled credits.
- 6.7.5 Redeem lottery tickets.
- 6.7.6 Sort bills, cash bundles, exchange newer bills with slot attendants.
- 6.7.7 Ensure floats balance.
- 6.7.8 Other duties as assigned.
- 6.8 CHIP BANK FILL CLERK (OPTIONAL)
 - 6.8.1 Ensure department is in accordance with BCLC Standards.
 - 6.8.2 Opening and closing of Chip Bank.
 - 6.8.3 Administering Fills and Credits.
 - 6.8.4 Completion of all Chip Bank paperwork.
 - 6.8.5 Balancing the Chip Bank at the end of each shift.
 - 6.8.6 Other duties as assigned.
- 6.9 SLOT MANAGER (IF APPLICABLE)
 - 6.9.1 Manage Slot activities and personnel, to ensure department is in accordance with BCLC Standards,;
 - 6.9.2 Responsible for all phases of slot operations;
 - 6.9.3 Maintain superior customer service;
 - 6.9.4 Verification of payouts;
 - 6.9.5 Supervision of personnel;
 - 6.9.6 Other duties as assigned.
- 6.10 SLOT SUPERVISOR
 - 6.10.1 Supervise Slot activities and personnel, to ensure department is in accordance with BCLC Standards.
 - 6.10.2 Supervision of slot attendants, slot area floor activities and slot machine operations.
 - 6.10.3 Customer service activities dealing with inquiries and disputes regarding jackpot payouts, tickets, making change, etc.
 - 6.10.4 Employee relations, training, problem solving, reviewing performance and handling discipline where required.
 - 6.10.5 Completion of all necessary paperwork, reports, etc. for payroll, employee scheduling.
 - 6.10.6 Oversee opening and closing procedures.
 - 6.10.7 Assume responsibilities of Slot Manager if facility does not have a Slot Manager position.
 - 6.10.8 Other duties as assigned.
- 6.11 SLOT ATTENDANT
 - 6.11.1 Ensure department is in accordance with BCLC Standards.

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- 6.11.2 Verification and paying out of jackpots to customers.
- 6.11.3 Assist customers with tickets.
- 6.11.4 Maintain a clean, tidy, pleasant environment for the customer.
- 6.11.5 Provide change service to customers (new bill exchange) in the event Change Attendants are not used.
- 6.11.6 Monitor machine stack lights in assigned area to ensure prompt service.
- 6.12 CHANGE ATTENDANT (OPTIONAL)
 - 6.12.1 Ensure department is in accordance with BCLC Standards.
 - 6.12.2 Provide cash equivalents (bill exchange) for patrons.
- 6.13 TABLE GAMES FLOOR MANAGER
 - 6.13.1 Manage Table Game activities and personnel, to ensure department is in accordance with BCLC Standards.
 - 6.13.2 Resolution of gaming table conflicts as they arise to maintain integrity, customer service and fair treatment.
 - 6.13.3 Maintain adequate staffing levels to ensure gaming tables operations are consistent with customer loads.
 - 6.13.4 Timely and accurate completion of all government and company gaming paperwork requirements.
 - 6.13.5 Ensure all staff is in position at the beginning of shift, all positions filled and break and shift changes are made according to schedule.
 - 6.13.6 Ensure Dealer Supervisors are actively monitoring games in their assigned areas.
 - 6.13.7 Ensure Dealer Supervisors are trained and adequately rating players according to the training received.
 - 6.13.8 If designated by Shift Manager, complete the requests for Dealer login swipe accounts. Print and allot account cards to Dealers in accordance with BCLC Standards.
 - 6.13.9 Verify opening and closing chip inventories at all games.
 - 6.13.10 Report all game and player irregularities.
 - 6.13.11 Ongoing employee administration.
 - 6.13.12 Other duties as assigned.
- 6.14 DEALER SUPERVISOR/BOXMAN/POKER SUPERVISOR
 - 6.14.1 Report to Table Games Floor Manager.
 - 6.14.2 Supervise table game activities and personnel to ensure department is in accordance with BCLC Standards, and applicable house rules.
 - 6.14.3 Supervise table games' (dealers and players) play and bet settlement.
 - 6.14.4 View/identify/verify large cash and colour transactions.
 - 6.14.5 Open and close tables, verifying table floats and ensuring all necessary paperwork and procedures are completed.

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- 6.14.6 Rating players play for Encore Rewards Program and tracking players for FINTRAC reporting
- 6.14.7 Escalate player disputes and game irregularities.
- 6.14.8 Employee administration.
- 6.14.9 Other duties as assigned.
- 6.15 DEALER
 - 6.15.1 Ensure department is in accordance with BCLC Standards, and applicable house rules.
 - 6.15.2 Project the highest possible level of customer service/relations through friendly, courteous, knowledgeable and professional conduct.
 - 6.15.3 If Service Provider has opted to use Dealer swipe cards, using the account card allotted to them, log in and log out of the TableView tablet upon arriving and leaving the gaming table.
 - 6.15.4 Deal the game, pay or take winning and losing bets as outlined in the appropriate Rules of Play.
 - 6.15.5 Control table for the correct order of play and ensure bets close at the appropriate time.
 - 6.15.6 Ensure security of the table and its float, and concentrate directly on the table activities.
 - 6.15.7 Other duties as assigned.
- 6.16 CUSTOMER SERVICE REPRESENTATIVE
 - 6.16.1 Meet and greet customers.
 - 6.16.2 Provide information to customers.
 - 6.16.3 Manage waiting list(s) for players.
 - 6.16.4 Handle complaints by directing player to appropriate Supervisor.
 - 6.16.5 Update membership information for the Encore Rewards Player Club Program.
 - 6.16.6 Process Encore Rewards Player Club applications, print membership cards, and forward applications to BCLC for retention.
 - 6.16.7 Manage promotional coupons for authorized programs.
 - 6.16.8 Other duties as necessary.
- 6.17 SECURITY MANAGER
 - 6.17.1 Manage security activities and personnel to ensure department and conduct of all gaming operations are in accordance with BCLC Standards;
 - 6.17.2 Initiate, coordinate and direct all security functions and related administrative processes;
 - 6.17.3 Investigate all irregularities immediately;
 - 6.17.4 Ensure adequate floor security personnel are on duty;
 - 6.17.5 Other duties as required.
- 6.18 SECURITY SUPERVISOR

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- 6.18.1 Responsible for ensuring the safety of all individuals in the casino.
- 6.18.2 Monitor and supervise all employee activity to ensure conduct of all gaming operations in accordance with BCLC Standards, and those established by the Service Provider.
- 6.18.3 Supervise and direct Security Officers (employee administration).
- 6.18.4 Ensure all reporting processes are adhered to and submitted to appropriate department(s).
- 6.18.5 Maintain discretion and confidentiality of all information pertaining to the casino site and employees/patrons therein.
- 6.18.6 Assume responsibilities of Security Manager if facility does not have a Security Manager position.
- 6.18.7 Other duties as assigned.
- 6.19 SECURITY OFFICER
 - 6.19.1 Monitor employee activity to ensure conduct of all gaming operations in accordance with BCLC Standards, and those established by the Service Provider.
 - 6.19.2 Enforce restricted access to non-public and secure areas.
 - 6.19.3 Monitor patrons/employees in the casino to identify underage persons, intoxicated persons and suspicious persons or activity.
 - 6.19.4 Report and provide Incident Reports for any suspicious or criminal activity, suspicious persons, exclusions or unattended children to the surveillance supervisor.
 - 6.19.5 Assist in medical emergencies.
 - 6.19.6 Provide escorts on and off gaming floor where required.
 - 6.19.7 Other duties as assigned.
- 6.20 SURVEILLANCE
 - 6.20.1 See BCLC Surveillance Standards.

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Article: 5-1.1 General – Roles and Responsibilities of BCLC Employees		

Article: 5 BCLC

Article: 5-1 Alternative Dispute Resolution Qualified, Not Compensable Qualified

Article: 5-1.1 General – Roles and Responsibilities of BCLC Employees

1 BCLC VICE PRESIDENT OF CASINO AND COMMUNITY GAMING

1.1 BCLC Vice President, Casino and Community Gaming is responsible for casinos, community gaming centres (CGCs) and commercial bingos in British Columbia under the guidelines set by the Government of Canada, Province of British Columbia and the leadership of the President and CEO of BCLC.

2 BCLC VICE PRESIDENT OF LEGAL, COMPLIANCE, SECURITY

2.1 BCLC Vice President, Legal, Compliance, Security is responsible for the direction of the BCLC Security departments, including Anti-Money Laundering, Legal, Privacy, Security, Investigations and Gaming Compliance under the guidelines set by the Government of Canada, Province of British Columbia and the leadership of the President and CEO of BCLC.

3 BCLC DIRECTOR OF OPERATIONS

3.1 The BCLC Director of Operations is responsible for the daily operations of casinos, community gaming centres, and commercial bingos in the province of BC.

4 BCLC DIRECTOR OF MARKETING AND PRODUCT MANAGEMENT

4.1 The BCLC Director of Marketing and Product Management is responsible for the BCLC Marketing department including BCLC promotions and approvals for filming in the BC gaming properties and for the research, development, purchase and installation of casino and community gaming centre games and electronic gaming devices.

5 BCLC DIRECTOR OF GAMING FACILITIES

5.1 The BCLC Director of Gaming Facilities is responsible for ensuring adherence to the BCLC Casino and Community Gaming Centre Facility Design Standards in new properties and for any floor refreshes and enhancements.

6 BCLC DIRECTOR OF AML & INVESTIGATION

6.1 The BCLC Director of AML & Investigation is responsible for the standards for AML, Proceeds of Crime and FINTRAC reporting and for overseeing investigations relating to casinos and community gaming.

7 BCLC DIRECTOR OF SECURITY, PRIVACY & COMPLIANCE

7.1 The BCLC Director of Security, Privacy and Compliance is responsible for ensuring adherence to and compliance with BCLC Casino and Community Gaming Standards, Policies and Procedures and relevant legislation and regulation.

8 BCLC MANAGER OF CORPORATE SECURITY & COMPLIANCE

8.1 The BCLC Manager of Corporate Security & Compliance oversees and leads operational gaming compliance for British Columbia casinos, community gaming centres, bingo halls, as well as lottery draw security in compliance with Interprovincial Lottery Corporation (ILC) standards.

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Casino and community gaming centre security and surveillance standards, and BCLC corporate security programs include building security and surveillance operations for BCLC facilities. This role ensures that BCLC meets its mandate under the Criminal Code and Gaming Control Act (BC) through the execution of compliance inspections, and reporting and also acts as a communications liaison with internal and external stakeholders, such as GPEB and service providers providing consultative advice in matters concerning regulatory & operational compliance, security, and surveillance.

9 BCLC MANAGER OF INVESTIGATIONS

- 9.1 The BCLC Manager, Investigations is responsible for investigations involving all business channels including lottery, casino and e-gaming in which an integrity concern with respect to gaming has been raised. The Manager, Investigations is responsible for the review of all incidents to determine the details and scope of the incident. Where an incident is deemed to involve a breach of BCLC standards, policies or procedures, the Manager, Investigations is responsible for investigation of the incident. Where an incident may be illegal in nature, or a violation of any regulatory statute, the incident is reported to authorities. The Manager, Investigations, provides assistance to authorities when requested.

[Amended 04/01/2019].

10 BCLC SENIOR MANAGER, OPERATIONS

- 10.1 The Senior Manager, Operations is responsible for the internal integration of BCLC to Operations, focusing on communication, training and setting strategic priorities for Casino and Community Gaming Operations as it relates to BCLC integration. The Senior Manager, Operations is also responsible to standardize the flow of information out to the various facilities, while managing the information flow coming back from BCLC site operations.

11 BCLC SENIOR MANAGER, GAMING ANALYTICS

- 11.1 The Senior Manager, Gaming Analytics is responsible for the expansion of BCLC's depth of knowledge through the focus of the analysis of information, insight generation and data-driven solutions.

12 BCLC REGIONAL OPERATIONS MANAGER, CASINO/COMMUNITY GAMING

- 12.1 The BCLC Regional Operations Manager, Casino/Community Gaming is responsible for the daily operations within a specified region of the province of BC.
- 12.2 The BCLC Regional Operations Manager, Casino/Community Gaming shall work in partnership with the Casino/Community Gaming Centre Service Provider to ensure that the facilities provide gaming entertainment to the public in a socially responsible manner.

13 ROLE AND RESPONSIBILITIES OF THE BCLC MANAGER, BUSINESS OPERATIONS (MBO)

- 13.1 The BCLC Manager, Business Operations (BCLC MBO) is responsible for the daily conduct and management of all casino and community gaming operations at specific facilities in the province of BC.
- 13.2 Major duties and responsibilities include, but are not limited to:
- 13.2.1 Working in partnership with the Service Providers to ensure that the facilities provide gaming entertainment to the public in a socially responsible manner;
 - 13.2.2 Working with service partners to develop business opportunities to create incremental revenue and meet expected revenue and operating cost targets;

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13.2.3 Coordination and management of all BCLC Representatives on site, including coaching and developing staff for succession planning.

14 ROLE AND RESPONSIBILITIES OF THE BCLC SENIOR TECHNICIAN

14.1 The BCLC Senior Technician is BCLC's Lead Technician at specific sites, under the direction of the BCLC Manager, Business Operations.

14.2 Major duties and responsibilities include, but are not limited to:

14.2.1 Providing extensive knowledge and expertise in technical equipment to perform installation, maintenance and repairs as required;

14.2.2 Providing training and support to the BCLC Slot Technician on the proper methods and techniques of slot maintenance and repairs as well as BCLC electronic casino/community gaming centre systems usage;

14.2.3 Providing training and support to the Service Provider on the proper methods and techniques of slot handling and operation, as well as BCLC electronic casino/community gaming centre systems usage;

14.2.4 Maintaining and upholding BCLC's Customer Service Standards; and

14.2.5 Designated duties as per Roles and Responsibilities of the BCLC Representative.

15 ROLE AND RESPONSIBILITIES OF THE BCLC SLOT TECHNICIAN

15.1 The BCLC Slot Technician is BCLC's Representative working under the direction of the BCLC Manager, Business Operations.

15.2 Major duties and responsibilities include but are not limited to:

15.2.1 Performing repairs and preventative maintenance on slot machines and associated gaming equipment within a given facility environment.

15.3 See also Role and Responsibilities of the BCLC Representative

16 ROLE AND RESPONSIBILITIES OF THE BCLC REPRESENTATIVE

16.1 The term BCLC Representative refers to the BCLC Manager Business Operations (MBO), the Senior Technician or Slot Technician.

16.2 The BCLC Manager Business Operations (MBO), the Senior Technician or Slot Technician are BCLC's on-site representatives for the management and conduct of all gaming activities at the facility.

16.3 The BCLC Representative shall work in partnership with the Service Provider to ensure that the facility provides gaming entertainment to the public in a socially responsible manner.

16.4 Duties of the BCLC Representative, when designated, shall include:

16.4.1 Monitoring activities of the Service Provider's compliance with the BCLC Standards;

16.4.2 Performing reviews as directed by BCLC;

16.4.3 Reporting any exceptions or issues to BCLC;

16.4.4 Providing BCLC with accurate daily documentation and informative data on slot performance and anomalies;

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16.4.5 Providing training and support to the Service Provider on the proper methods and techniques of slot handling and operation, as well as BCLC electronic systems usage; and

16.4.6 Maintaining and upholding BCLC Standards.

17 ROLE AND RESPONSIBILITIES OF BCLC GAMING COMPLIANCE OFFICER

17.1 The BCLC Gaming Compliance Officer is BCLC's representative responsible for ensuring regulatory compliance in the casinos and community gaming centres.

17.2 Major duties and responsibilities include, but are not limited to, ensuring compliance with the Rules and Regulations, standards, policies and procedures as set out in this document.

18 ROLE AND RESPONSIBILITIES OF BCLC INVESTIGATOR

18.1 The BCLC Investigator is responsible for conducting casino and community gaming centre related investigations and inquiries in accordance with the duties and responsibilities as detailed below.

18.2 Major duties and responsibilities include, but are not limited to:

18.2.1 Reviewing all incidents to determine the details and scope of the incident;

18.2.2 Where an incident is deemed to involve a breach of BCLC standards, policies or procedures, the BCLC Investigator is responsible for conducting an investigation, in conjunction with Service Provider Security and Surveillance Management as required;

18.2.3 Where an incident may be illegal in nature, or a violation of any regulatory statute, reporting the incident to authorities. The BCLC Investigator provides assistance to authorities when requested;

18.2.4 Liaising with local police, crown counsel, Gaming Policy and Enforcement Branch (GPEB), and;

18.2.5 Reviewing Casino Reporting System (CRS) Incident reports and conducting investigations when required, in accordance with the duties and responsibilities above.

[Amended 04/01/2019]

BCLC Standards	Effective Date April 1, 2018	Article Page 5-1.2—1
	Last Revised Date September 30, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 5-1.2 General – Progressive Enforcement Policy		

Article: 5-1.2 General – Progressive Enforcement Policy

1 GENERAL

- 1.1 British Columbia Lottery Corporation (BCLC) has the statutory mandate to conduct and manage gaming in the Province of British Columbia.
- 1.2 In accordance with this mandate, BCLC is responsible for casino and community gaming operations including oversight of the compliance by Service Providers with applicable gaming laws, rules, regulations, directives, policies and procedures.
- 1.3 Service Providers' non-compliance with the applicable gaming laws, rules, regulations, directives, policies and procedures has the potential to breach, harm and undermine:
 - 1.3.1 The integrity and security of the gaming conducted by BCLC on behalf of government;
 - 1.3.2 The reputation of BCLC and the Service Provider;
 - 1.3.3 The Service Provider's operational services agreement with BCLC.
- 1.4 When a Service Provider is non-compliant with any gaming law, rule, regulation, directive, policy or procedure relating to the integrity or security of gaming, the Service Provider may be subject to enforcement under the Progressive Enforcement Guidelines.

2 BCLC EVALUATION OF NON-COMPLIANCE

- 2.1 BCLC Corporate Security will:
 - 2.1.1 Audit for assurance of Service Provider compliance;
 - 2.1.2 Test compliance using additional methods;
 - 2.1.3 Investigate incidences of non-compliance;
 - 2.1.4 Apply progressive enforcement measures where appropriate.

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Article: 5-1.2 General – Progressive Enforcement Policy		

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	Last Revised Date July 5, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 5-1.3 General – Financial		

Article: 5-1.3 General – Financial

1 COMPENSATION AND PROFIT

- 1.1 The Service Provider shall be entitled to receive only such compensation for the operational services provided to BCLC, as set out in the Agreement.
- 1.2 All revenue from the conduct, management and operation of casino or community gaming centre games shall be for the account of BCLC.
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4 GRANTING OF CREDIT

- 4.1 Service Provider shall not extend credit or lend money to patrons in a casino or community gaming centre.

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Article: 5-1.3 General – Financial		

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Article: 5-1.3 General – Financial		

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12 COMPLIANCE INSPECTIONS/AUDITS/REVIEWS

- 12.1 BCLC shall conduct inspections and audits in the casino or community gaming centre to:
 - 12.1.1 Assess operations and services provided by the Service Provider;
 - 12.1.2 Review compliance with the Rules and Regulations section set out in this document.
- 12.2 BCLC will review all revenue, cash, cash movement, payouts, chips, chip movement, cheques and control forms as required.
- 12.3 The Service Provider shall assist the BCLC Representative and/or Gaming Compliance Officer with inquiries and follow-up of income control issues in accordance with BCLC prescribed policies and procedures.

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	Last Revised Date July 5, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 5-1.4 General – Incident Reporting and Escalation		

Article: 5-1.4 General – Incident Reporting and Escalation

1 INCIDENT REPORTS - GENERAL

- 1.1 An Incident Report in the Casino Reporting System (CRS) shall be completed for any:
 - 1.1.1 Breach of BCLC Standards;
 - 1.1.2 Incidents of theft, cheating at play, unattended children or other criminal code violation;
 - 1.1.3 Incidents related to property known to be owned or controlled by a terrorist, terrorist group, or a listed person;
 - 1.1.4 Variance of cash, chips, or anything of monetary value ^{Redacted for Security}
 - 1.1.4.a Exception: Variances between Estimated Drop and Actual Drop do not require an Incident Report.
 - 1.1.5 Ex Gratia payments;
 - 1.1.6 Damage to property belonging to the Service Provider or BCLC;
 - 1.1.7 Situations that could cause concern for the safety or well-being of casino or community gaming centre patrons, staff, or BCLC employees;
 - 1.1.8 Police, Fire Department, or other emergency services attendance;
 - 1.1.9 Situations where a patron has voiced dissatisfaction with a decision made at site level and has indicated they will take the complaint further, whether to BCLC Head Office or any outside agency such as media or a lawyer;
 - 1.1.10 Situations which may impact the site's ability to deliver gaming services during regularly scheduled operating hours (Ex. Unplanned late opening or early closure);
 - 1.1.11 Other unusual/irregular circumstances of a significant nature; and
 - 1.1.12 Where required by BCLC Standards,
- 1.2 See ESCALATION OF INCIDENTS for required notification protocols.

2 INCIDENT REPORTS - STANDARDS AND PROCEDURES

- 2.1 Incident Reports shall include all relevant information. This includes but is not limited to:
 - 2.1.1 Gaming date and time of the incident;
 - 2.1.2 Date and time the report was written;
 - 2.1.3 Complete names of all parties;
 - 2.1.3.a Surnames shall be in upper case letters.
 - 2.1.4 Detailed location(s) of incident;
 - 2.1.5 Times of relevant events subsequent to the initial incident (if applicable), i.e., time police attendance was offered, time police were called, time police arrived, etc.;
 - 2.1.6 Whether police attendance was offered to a complainant, as well as the acceptance or refusal by said complainant;
 - 2.1.6.a If police were not called or offered, appropriate justification as to why they were not called or offered.

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Article: 5-1.4 General – Incident Reporting and Escalation		

- 2.1.7 Police name(s) and police file number (if applicable);
- 2.1.8 Confirmation that GPEB has been notified (if applicable).
- 2.2 Incident Reports shall be created in CRS before the end of the shift by:
 - 2.2.1 The senior person involved in the incident; or
 - 2.2.2 The Department Supervisor.
- 2.3 A separate, Supplemental Report to an existing Incident Report shall be written by each individual involved in a critical incident before the end of the shift.
 - 2.3.1 Critical incidents include, but are not necessarily limited to:
 - 2.3.1.a Robbery;
 - 2.3.1.b Assault;
 - 2.3.1.c Serious Injury or Death;
 - 2.3.1.d Persons known or suspected to be in possession of a firearm;
 - 2.3.1.e Incidents causing immediate danger to staff and/ or patrons.
- 2.4 For other incidents, the senior person involved or Department Supervisor shall complete a separate Supplemental Report prior to the end of the shift.
 - 2.4.1 Other persons involved in non-critical incident shall complete a Supplemental Report within seven (7) days of the occurrence.
- 2.5 The BCLC Manager, Investigations or his designate shall have the authority to direct other individuals involved in an occurrence to complete a Supplemental Report on an Incident File, as deemed necessary by BCLC.

[Amended 07/09/2018, 07/05/2019]

3 REPORTING TO GPEB

- 3.1 The Service Provider has a legal obligation to prepare and send the "Section 86 GC Act Report" to GPEB Investigation Division immediately as per GPEB instructions.

Section 86(2) of the Gaming Control Act requires a registrant to notify GPEB, without delay, about any conduct, activity, or incident occurring in connection with a lottery scheme that may be considered contrary to the Criminal Code of Canada, or British Columbia's Gaming Control Act or Gaming Control Regulation.

The following are the Terms and Conditions of Registration, which provide specificity to the requirements of the Act:

1. Registered gaming services providers must advise GPEB, without delay, of any real or suspected conduct, activity or incident that affects the integrity of gaming at a gaming facility. This includes, but is not limited to:

- Cheating at play;
- Thefts affecting the integrity of the game (e.g. thefts from the house or by a gaming worker);
- Fraud;
- Money laundering;
- Persons suspected of passing counterfeit currency;

BCLC Standards	Effective Date April 1, 2018	Article Page 5-1.4—3
	Last Revised Date July 5, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 5-1.4 General – Incident Reporting and Escalation		

- Loan sharking;
- Robbery;
- Assault;
- Threats against, or intimidation of, gaming employees;
- Unauthorized lottery schemes;
- Persons prohibited for known or suspected criminal activity;
- Unregistered gaming workers;
- Unregistered gaming service providers;

Not included are:

- Site barrings;
- Self - exclusions

2. Registered gaming services providers must advise GPEB, without delay, of any real or suspected conduct, activity or incident that affects the integrity of gaming outside a gaming facility that involves a registered gaming services provider or registered gaming worker.

- 3.2 In an urgent situation, the Service Provider shall page the GPEB Investigative Division "On Call" Investigator in the geographical area and follow-up with the Section 86 GC Act Report.
 - 3.3 At casinos: a copy of the report shall also be emailed to BCLC Corporate Security at GPEBreports@bclc.com.
 - 3.4 At community gaming centres: a copy of the report shall also be emailed to BCLC Corporate Security at 'ALL-Bingo&CGCInvestigators@BCLC.com.
 - 3.5 At facilities with manned surveillance, the Surveillance department shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.
 - 3.6 At facilities with unmanned surveillance, the Facility Manager or designate shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.
- 4 ESCALATION OF INCIDENTS – SERIOUS/URGENT
- 4.1 If a serious incident occurs that has caused or could cause substantial concern for the well-being of site staff or patrons (including but not limited to armed robbery, bomb threat, fire, evacuation, serious criminal activity involving police) or impact the ability to provide gaming (including but not limited to natural disaster or system-wide/ site-wide technical failure), including CCTV system failure, the Service Provider shall complete the following:
 - 4.1.1 Ensure Police, Fire Department, Ambulance or other Emergency Services are contacted if warranted by the incident and/or emergency plan;
 - 4.1.2 Email:
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 - 4.1.3 See also General – System Failure - Technical Incidents, Support and Recovery if appropriate.

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	Last Revised Date July 5, 2019	Authorized by Vice President, Legal, Compliance, Security
Article: 5-1.4 General – Incident Reporting and Escalation		

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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.1—1
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.1 General – Cash Assets – Cash and Chip Handling		

Article: 6 Cash/Chips Management

Article: 6-1 Alternate Dispute Resolution Qualified, Not Compensable Qualified

Article: 6-1.1 General – Cash Assets – Cash and Chip Handling

1 GENERAL

- 1.1 Except for Slot Attendants or Change Attendants (if applicable) and Bingo Floor Runner/Sellers, gaming facility employees shall not give or take chips (value or non-value) or cash directly to or from a patron's hand.

2 CURRENCY

- 2.1 If more than one bill is being exchanged, the employee shall start with the largest denomination and work consecutively to the lowest denomination.
- 2.2 Currency shall be laid out in a row, in groups of five or ten face up.
- 2.2.1 Except for \$50.00 bills which are laid out in groups of four or eight.
- 2.3 Currency may overlap, but the denomination of each bill must remain clearly visible.
- 2.4 Once the currency has been counted it shall be gathered up and verified to the customer.
- 2.4.1 If space is an issue, bills may be piled after being verified by the customer.

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5 CASH AND CHIP EXCHANGE – DEALER AND CASHIER

- 5.1 Players shall place cash or chips on table or counter for pick up by the Dealer or Cashier.
- 5.2 The Dealer or Cashier shall:
- 5.2.1 Count the chips or cash in the work area in front of the customer;
- 5.2.2 Announce the total value of the cash or chips;
- 5.2.3 Chip/cash equivalent is proven in the work area, and then pushed to the player.
- 5.3 Cash and chips shall be left in the work area until the exchange is complete.
- 5.4 Currency counters may be used for patron exchanges and Slot Attendant's floats at the cash cage, at Service Provider's discretion, subject to the requirements described in CURRENCY COUNTER ALTERNATIVE.
- 5.5 The Dealer or Cashier shall dust off immediately in the event:
- 5.5.1 They must touch their person;
- 5.5.2 Their hands must leave the work area;
- 5.5.3 They leave the table or cage areas for any reason.

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.1—2
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Article: 6-1.1 General – Cash Assets – Cash and Chip Handling		

6 CURRENCY COUNTER ALTERNATIVE

6.1 At Service Provider's discretion, currency counters may be used to count patron chip and cash exchanges or Slot Attendant floats provided:

6.1.1 Currency counter is:

6.1.1.a Capable of recognizing counterfeit bills;

6.1.1.b Capable of distinguishing different bill denominations;

6.1.1.c Interfaced with a meter;

(1) Showing the count totals;

(2) In full view of the patron or Slot Attendant; and

(3) Under adequate view of surveillance camera to enable verification of the count totals.

6.1.1.d Tested each day of use.

6.1.2 Currency is:

6.1.2.a Separated by denomination before being run through counter;

6.1.2.b Placed in the counting machine so that highest denominations are counted first, and then consecutively to the lowest denomination;

6.1.2.c Counted twice for verification of total;

6.1.3 Total is announced to the patron or Slot Attendant.

6.2 Verification with the manual count method shall be used if patron or Slot Attendant disputes the count total.

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.8—1
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.8 General – Tips		

Article: 6-1.8 General – Tips

1 GENERAL

1.1 Employees are prohibited from soliciting gratuities or tips from customers.

1.2 All tips shall be pooled and distributed among eligible employees no more than twice per week.
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2 ACCEPTABLE TIPS

2.1 Cash, gaming chips or electronic gaming machine tickets may be accepted as tips.

2.2 No other items may be accepted as tips.

3 ACCEPTING TIPS FROM PATRONS

3.1 Only employees fulfilling the following positions may physically accept tips from a patron, at the Service Provider's discretion:

3.1.1 Dealers;

3.1.2 Servers;

3.1.3 Customer Service Representatives;

3.1.4 Slot Attendants;

3.1.5 Cashiers;

3.1.6 Bingo Runners/Sellers.

3.2 These positions may not all be included in the tip pool, at the Service Provider's discretion.

4 PARTICIPATION IN TIP POOL

4.1 The following shall not participate in a tip pool or accept tips from patrons:

4.1.1 Principals of Service Provider;

4.1.2 Security Officers, Supervisors, Managers, or Employees;

4.1.3 Surveillance Officers, Supervisors, Managers, or Employees;

4.1.4 Any casino manager: Casino Managers, Assistant Casino Managers, Casino Shift Managers, Casino Assistant Shift Managers, Cage Manager, Slot Manager, Table Games Floor Manager/Pit Boss;

4.1.5 Community Gaming Centre Managers and Assistant/Shift Managers;

4.1.6 Community Gaming Centre Shift Supervisors;

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.8—2
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.8 General – Tips		

- 4.1.7 Drop/Count Team Supervisor;
- 4.1.8 Administrative personnel; and
- 4.1.9 Any employee acting with authority of those positions.

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	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.8 General – Tips		

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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.16—1
	Last Revised Date September 19, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.16 Cage – Disbursement Maximums		

Article: 6-1.16 Cage – Disbursement Maximums

1 GENERAL
Redacted for Security

2 DISCREPANCIES
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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.19—1
	Last Revised Date September 6, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.19 Cage – Service Provider Cheques		

Article: 6-1.19 Cage – Service Provider Cheques

1 GENERAL

- 1.1 Service Provider cheques shall have a duplicate copy.
 - 1.1.1 Duplicate carbon copy cheques may be used or the cheques may be photocopied or the cheques and supporting documentation may be scanned to an electronic folder.
 - 1.1.2 One copy of all Service Provider cheques shall be kept in a file (paper or electronic) at the Cash Cage for review by the BCLC Gaming Compliance Officer (GCO).
 - 1.1.3 Cheques retained electronically may be sent electronically to the BCLC Compliance Officer or printed upon request
 - 1.1.3.a The GCO shall review the cheques in the BCLC on-site office after which the GCO shall destroy the paper cheque copies by secure shredding or, for electronic copies, by deletion.
- 1.2 Cheques shall be issued in numbered sequence.
- 1.3 The Service Provider is responsible for providing and updating the authorized signature list as required.
- 1.4 Prior to the issuance of any type of cheque the patron must present acceptable identification, with the following exception:
 - 1.4.1 If a fully documented Subject Profile for a known patron already exists in the CRS, including scanned copies of current government issued ID, the patron is not required to produce ID each time a cheque is issued with the following conditions:
 - 1.4.1.a Cage personnel are required to confirm the identity of the patron in the CRS.
 - 1.4.1.b The Service Provider must detail the patron's Subject ID number on the GMS Cheque Issuance slip.
- 1.5 The Service Provider shall check the CRS Subject Module to ensure the patron is not currently voluntarily self-excluded or prohibited prior to issuance of a cheque.
 - 1.5.1 If the patron is determined to be voluntarily self-excluded or prohibited, see General – Gaming Integrity – Postpone or Delay Jackpot and General – Cash Assets – Ineligible Wins; or
 - 1.5.1.a In the case of Return of Funds – not Gaming Winnings cheques - the cheque shall not be issued, and Security shall be contacted to escort the individual off the premises.
- 1.6 Requested cheques must be made available immediately, except as noted below:
 - 1.6.1 Payouts for 'verified wins' in excess of \$2,000.00 or more: the Service Provider shall issue a winner's cheque upon request by verified winners.
 - 1.6.2 Requests for winner's cheques for 'verified wins' less than \$2,000.00 shall be left to the discretion of the Service Providers, upon request by verified winners.
 - 1.6.3 If a convenience cheque is requested but the player has been tracked as having only minimal play before attempting to procure the cheque, the request shall be refused; and

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.19—2
	Last Revised Date September 6, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.19 Cage – Service Provider Cheques		

- 1.6.3.a An Unusual Financial Transaction Incident Report in CRS shall be completed and BCLC AML unit alerted.
 - (1) The amount of the buy-in, gaming history of the player and any other relevant information must be considered when assessing minimal play.
- 1.7 When a cheque is issued the Service Provider must ensure a Casino Disbursement Report FINTRAC Entry is completed. See also Associated Documents for BCLC Cheque Issuance and EFT Training Manual.
 - 1.7.1 A copy of the cheque and back-up documentation shall be kept in the file in the Cash Cage for review by the BCLC Gaming Compliance Officer.
- 1.8 Requests received from patrons for replacement cheques (to cover lost, stolen, damaged, stale dated cheques) shall be made in writing to the Casino/CGC Manager.
- 1.9 If a replacement cheque is issued, the Casino/CGC Manager shall complete an Incident Report in CRS.

[Amended 09/06/2018]

2 VERIFIED 'WIN' CHEQUES

- 2.1 Upon request, the Service Provider shall provide winner's cheques for 'verified wins' only to winners showing acceptable identification. See General – Customer Service Standards and Expectations.
 - 2.1.1 A slot machine cancelled credit (CC) is not a slot jackpot.
 - 2.1.2 A slot machine ticket or an accumulation of a number of slot machine tickets do not, in themselves, constitute a 'verified win.'
 - 2.1.3 A prize won as a result of a Service Provider or BCLC marketing promotion is considered a 'verified win' for cheque issuance purposes.
 - 2.1.4 Except for table game jackpot payouts, a table game 'verified win' is defined as the cash out minus the buy in.
 - 2.1.5 Cash outs of chips from a Community Poker table are not considered a 'verified win'.
 - 2.1.6 A prize won as a result of a Bingo game is considered a 'verified win'.
- 2.2 In the event of a table game jackpot payout, including Bad Beat Jackpot payouts, a winner's cheque shall be issued immediately upon request.
 - 2.2.1 For Caribbean Stud Poker jackpots the Table Games Floor Manager/Pit Boss shall pay a verified winner of a Straight or Royal Flush hand by cheque, ultimately drawn on the Progressive Jackpot bank account.
 - 2.2.1.a At the request of a winner, a cash payment not to exceed \$10,000.00 is permitted with the balance paid out by winner's cheque.
 - 2.2.1.b A cheque ultimately drawn on the Progressive Jackpot bank account shall reimburse the Vault for the amount paid in cash.
- 2.3 If the Service Provider cannot verify the win, a 'verified win' winner's cheque shall not be issued.
- 2.4 Cheques provided for any 'verified wins' must have, prominently endorsed on the face, the phrase – 'Verified Win'.
- 2.5 To control any attempts to launder money through the casinos, when issuing any Service Provider winner's cheque, the Service Provider shall ensure the following are completed and, if

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	Last Revised Date September 6, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.19 Cage – Service Provider Cheques		

applicable, documented on both the cheque stub and, if the Casino Disbursement Report (CDR) is applicable (any transaction \$10,000 or more), in the electronic FINTRAC Module in CRS once the daily totals are \$10,000.00 or more:

- 2.5.1 The table number and/or slot machine number and the GMS jackpot transaction slip number of the verified win and/or the name of the marketing promotion; and
- 2.5.2 The name and GPEB number of the casino employee that verifies the win.
- 2.5.3 A photocopy of the table tracking card or the slot machine/electronic gaming device jackpot printout from the slot management system or the marketing promotion transaction slip from GMS shall be attached to the cheque stub or the photocopy of the cheque as evidence of the verification of the win.
- 2.5.4 A new Subject ID has been created for the patron if the patron does not already have a Subject ID.
- 2.5.5 The drop down cheque type 'verified win' has been selected.

[Amended 09/06/2018]

3 'RETURN OF FUNDS – NOT GAMING WINNINGS' CHEQUE

- 3.1 To better protect the safety of customers and to facilitate good customer service, the Service Provider may, at their discretion and upon the request of the patron, issue a cheque that is not for verified wins only under the following conditions.
- 3.2 Convenience Cheques
 - 3.2.1 A Service Provider 'Return of Funds – Not Gaming Winnings' Convenience cheque must;
 - 3.2.1.a Be distinctly different and distinguishable from the cheques issued for 'verified wins';
 - 3.2.1.b Have prominently endorsed on the face the phrase – 'Return of Funds – Not Gaming Winnings';
 - 3.2.1.c Be for a monetary amount not to exceed \$10,000.00 (see exception) for return of buy-in funds from non-PGF Account holders or small unverified wins i.e. wins that are less than the lock up limits so do not require jackpot verification/hand pay.
 - (1) Exception: If the non-PGF Account holder originally bought in with a cash alternative such as a certified cheque, a convenience cheque may be issued for up to the full amount of the buy-in.
 - 3.2.2 The Service Provider shall establish the identity of the customer by verifying acceptable photo identification; and shall
 - 3.2.2.a Create a new Subject ID for the patron if the patron does not already have a Subject ID.
 - 3.2.2.b Ensure the customer is not currently voluntarily self-excluded by checking the CRS Subject Module;
 - (1) If patron is found to be voluntarily self-excluded, the convenience cheque shall not be issued, and Security shall be contacted to escort the individual off the premises.

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	Last Revised Date September 6, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.19 Cage – Service Provider Cheques		

- 3.2.3 The Service Provider shall create a new FINTRAC disbursement entry using the Subject ID (SID) for the issuance of any 'Return of Funds - Not Gaming Winnings' Convenience cheque, and shall:
- 3.2.3.a On the 'Disbursements' tab, enter:
- (1) Transaction date;
 - (2) Reason and amount;
 - (3) Method and amount;
- 3.2.3.b In the drop down menu for cheque disbursement method, choose drop down:
- (1) Return of Funds – Convenience (Non-PGF Account);
 - (2) Return of Funds – Convenience (PGF Account holders); or
 - (3) Return of Funds – PGF.
- 3.2.4 The Service Provider shall be restricted to issuance of only one 'Return of Funds – Not Gaming Winnings' Convenience Cheque category cheque per week per patron;
- 3.2.4.a This restriction does not apply to 'Return of PGF' category cheques.
- 3.3 Return of PGF Cheques
- 3.3.1 A Service Provider 'Return of Funds – Not Gaming Winnings' Return of PGF cheque must;
- 3.3.1.a Be distinctly different and distinguishable from the cheques issued for 'verified wins';
- 3.3.1.b Have prominently endorsed on the face the phrase – 'Return of Funds – Not Gaming Winnings';
- 3.3.1.c Be for any amount if it is issued for the return of funds from a PGF account in accordance with the Cage – Patron Gaming Funds Accounts policy.
- 3.3.2 The Service Provider shall establish the identity of the customer by verifying acceptable photo identification.
- 3.3.3 The Service Provider shall create a new FINTRAC disbursement entry, using the Subject ID, for the issuance of any 'Return of Funds - Not Gaming Winnings' cheque and shall:
- 3.3.3.a On the 'Disbursements' tab, enter:
- (1) Transaction date;
 - (2) Reason and amount;
 - (3) Method and amount;
- 3.3.3.b In the drop down menu for cheque disbursement method, choose drop down, as applicable:
- (1) Return of Funds - PGF; or
 - (2) Return of Funds – Convenience (PGF Account Holders).
- 3.3.4 See also Associated Documents for Cheque Issuance and EFT Training Manual.

[Amended 09/06/2018]

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.19—5
	Last Revised Date September 6, 2018	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.19 Cage – Service Provider Cheques		

4 CASHING OF SERVICE PROVIDER CHEQUES

4.1 A patron who has received a Service Provider cheque from a casino or community gaming centre within British Columbia (B.C.) may cash it at the same facility where the cheque was issued or at any other B.C. gaming facility.

4.2 Service Providers may, at their discretion, accept cheques issued by a Canadian casino outside of British Columbia - either a verified win cheque that has been endorsed by the casino as a verified win or can be verified by calling the issuing casino or a Return of Funds cheque that can be verified as sourced funds by calling the issuing casino.

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4.3 Personal cheques, third party cheques, or money orders shall not be accepted or cashed at a facility except as per Cage - Patron Gaming Fund Accounts and Cage - Hold Cheque Option policies.

4.4 A Service Provider or casino cheque shall be redeemed using the Buy Forex screen, and the Canadian cheque tenderset;

4.4.1 Comments shall be noted after the patron's name to indicate the issuing site;

4.4.2 Cheques shall be transferred to the vault at end of day for subsequent deposit to bank;

4.4.3 Redeemed cheques are ineligible for buy back by patron after redemption.

[Amended 09/05/2018]

Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.20—1
	Last Revised Date September 9, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.20 Cage – Travelers Cheques		

Article: 6-1.20 Cage – Travelers Cheques

1 GENERAL

- 1.1 The Service Provider shall be held liable for cashing a traveler's cheque in the following instances, as determined by BCLC:
 - 1.1.1 The cheque was cashed after it had been reported lost or stolen to the issuing company;
 - 1.1.2 The Service Provider failed to comply with the proper travelers cheque cashing procedures;
 - 1.1.3 The original signature and counter-signature on the travelers cheque are clearly different;
 - 1.1.4 The traveler's cheque is not counter-signed at all.
- 1.2 Cashiers may accept traveler's cheques issued in Canadian or US funds only.
 - 1.2.1 Personal cheques, third party cheques, and money orders must not be accepted or cashed at a facility, except as per Cage – Patron Gaming Funds Accounts and Cage – Hold Cheque Option policies.
 - 1.2.2 A traveler's cheque that has been endorsed by a third party must not be accepted.
- 1.3 Cashiers must follow Cage – Foreign Currency procedures for all U.S. travelers' cheques.

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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.20—2
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Article: 6-1.20 Cage – Travelers Cheques		

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3 DISCREPANCIES

3.1 The Cashier must notify the Cage Supervisor if:

3.1.1 The validity or ownership of the travelers cheque is in doubt;

3.1.2 The traveler's cheque shows signs of alteration or other damage.

3.2 Redacted for Security

3.3

3.4 The Cage Supervisor must contact the issuing company and provide the necessary information to verify that the cheque is valid. The 24 hour contact numbers are as follows:

3.4.1 American Express Redacted for Security

3.4.2 Citibank Redacted for Security

3.4.3 MasterCard Redacted for Security

3.4.4 Thomas Cook Redacted for Security

3.4.5 Visa Redacted for Security

3.5 The Cage Supervisor must prepare an Incident Report in CRS if the traveler's cheque is not valid or is suspicious.

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.21—1
	Last Revised Date September 9, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.21 Cage – Certified Cheques and Bank Drafts		

Article: 6-1.21 Cage – Certified Cheques and Bank Drafts

1 GENERAL

- 1.1 The Service Provider shall be held liable for cashing a certified cheque or bank draft in the following instances, as determined by BCLC:
 - 1.1.1 The Service Provider failed to comply with the proper certified cheque or bank draft cashing procedures;
 - 1.1.1.a The bank draft/certified cheque verification checklist must be completed before acceptance.
 - 1.1.1.b Bank drafts from joint financial institution accounts are not permitted. Any requests for exceptions should be forwarded to the BCLC AML unit for consideration.
 - 1.1.2 The original signature and counter-signature on the certified cheque are clearly different;
 - 1.1.3 The signature name is different from identification shown;
 - 1.1.4 The certified cheque or bank draft has clearly been tampered with, altered or forged.
- 1.2 Cashiers may accept certified cheques or bank drafts issued in Canadian or United States currency only.
 - 1.2.1 Bank drafts may only be accepted from Patron Gaming Funds Account holders;
 - 1.2.2 Personal cheques, third party cheques, or money orders must not be accepted or cashed at a casino or community gaming centre except as per Cage – Hold Cheque Option or Cage – Patron Gaming Funds Accounts policies.
 - 1.2.3 A certified cheque or bank draft that has been endorsed by a third party must not be accepted.
- 1.3 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
 - 1.3.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
 - 1.3.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.
- 1.4 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses must not be accepted.
 - 1.4.1 An MSB is defined as an individual or an entity, other than a regulated financial institution, that is engaged in the business of any of the following activities:
 - 1.4.1.a Foreign exchange dealing;
 - 1.4.1.b Remitting or transmitting funds by any means or through any individual, entity or electronic funds transfer network;

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.21—2
	Last Revised Date September 9, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.21 Cage – Certified Cheques and Bank Drafts		

1.4.1.c Issuing or redeeming money orders, traveler's cheques or other similar negotiable instruments.

1.5 See also Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting.

(Amended 09/06/2018, 01/14/2019, 04/01/2019, 09/09/2019)

Redacted for Relevance

3 DISCREPANCIES

3.1 The Cashier must notify the Cage Supervisor if the validity or ownership of the certified cheque or bank draft is in doubt or shows signs of alteration or other damage.
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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.21—3
	Last Revised Date September 9, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.21 Cage – Certified Cheques and Bank Drafts		

Redacted for Security

3.2

3.3 The Cage Supervisor must complete an Incident Report in CRS.

[Amended 09/06/2018, 09/09/2019]

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.22—1
	Last Revised Date September 9, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.22 Cage – Patron Gaming Funds Accounts v.3		

Article: 6-1.22 Cage – Patron Gaming Funds Accounts v.3

[Revised to version 3 04/01/2019]

ANNOTATION

To enhance the confidence of patrons and the overall gaming experience, approved Service Providers may offer patron gaming funds (PGF) accounts wherein funds may be deposited by patrons, withdrawn for gaming, re-deposited for subsequent play or returned to the patron.

Service Providers may choose to accept some or all of the authorized deposits, as appropriate for the facility.

1 DEFINITIONS PERTAINING TO PGF ACCOUNTS

- 1.1 Acceptable identification - means an original, valid (not expired) document with a unique identifier number issued by a Canadian provincial, territorial or federal government, or foreign identification that meets the requirements above and is equivalent to an acceptable form of Canadian identification document.
- 1.2 Authorized bank account – means an account at a Canadian regulated financial institution or a United States regulated financial institution or an international regulated financial institution.
 - 1.2.1 Canadian, U.S. and international regulated financial institutions are defined by the Office of the Superintendent of Financial Institutions (OSFI) at <http://www.osfi-bsif.gc.ca/Eng/fi-if/Pages/default.aspx>.
- 1.3 Negotiable instrument – means a bank draft or certified cheque from a regulated financial institution, a winner's cheque, a return of funds - PGF cheque, a wire transfer, an electronic funds transfer (EFT), a debit card transaction, or an internet banking transfer. Gaming chips are only considered a negotiable instrument under certain conditions explained in AUTHORIZED DEPOSITS TO PGF ACCOUNTS.

2 ACCOUNT MANAGEMENT

- 2.1 The Service Provider must notify BCLC's Director of Operations, Casino and Community Gaming, of the intention to begin using PGF Accounts and receive acknowledgement, in writing, from the BCLC Director of Operations or designate before implementing PGF Accounts.
- 2.2 The Service Provider must use the format prescribed by BCLC for opening Patron Gaming Funds Accounts.
- 2.3 The Service Provider must implement auditable internal operational and control policies to ensure that financial records are accurate, reliable, prepared on a timely basis, and securely safeguard the integrity and confidentiality of the transactions and patron information.
- 2.4 The Service Provider must develop criteria to ensure the validity of any negotiable instrument and must keep auditable records on file of each transaction of this nature.
- 2.5 The Service Provider accepts full financial responsibility for any dishonoured or fraudulent negotiable instrument;
 - 2.5.1 The Service Provider cannot deem or report a dishonored or fraudulent negotiable instrument as a shortage.
- 2.6 The Service Provider must indemnify and hold BCLC harmless for any incidents of any kind arising from the PGF Accounts.
- 2.7 The Service Provider must ensure an acknowledged, approved audit or accounting firm has attested to the bank reconciliation of the accounts as per General Accepted Accounting Principles at least annually.

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- 2.8 Annually, and within ten (10) days of BCLC's year end (March 31) the Service Provider must provide to BCLC Finance, Casino and Community Gaming, the total balance of all PGF Accounts, by site.
- 2.9 Records and reports must be made available for BCLC review, upon request.
 - 2.9.1 When requested, reports must be produced in the same gaming day unless the requested reports are more than 30 days old, in which case the records must be produced within 2 weeks.
- 2.10 Redacted for Security
- 2.11 The Service Providers cannot impose a service charge for a PGF Account.
- 2.12 PGF Accounts must be segregated by individual patron and site.
- 2.13 Only individuals can open PGF Accounts. PGF Accounts in joint names, or for corporations, trusts, or non-profit entities are prohibited.
- 2.14 The Service Provider must conduct a search of the anti-terrorist financing lists on the Government of Canada Justice Laws Website at <https://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-360/section-sched673020-20060322.html> to ensure the individual is not present on the lists before opening the account.
 - 2.14.1 If the individual is found to be present on the lists, the account must not be opened. See FINTRAC and Anti-Money Laundering Compliance, TERRORIST PROPERTY for reporting requirements.
- 2.15 The Service Provider may permit up to two (2) authorized bank accounts per patron that can be used for EFT/Wire Transfer for PGF Account deposit and withdrawal purposes and must verify that any deposits being received are only from the authorized accounts.
 - 2.15.1 The Service Provider must confirm with their banking institution that any transfer to or from a patron's gaming fund accounts originate only from or are transferred only to the same patron's authorized bank accounts. If the funds cannot be confirmed as coming from the authorized accounts, the transfer must be refused.
- 2.16 Accounts may only be opened by means of authorized deposits as per AUTHORIZED DEPOSITS TO PGF ACCOUNTS.
- 2.17 Patrons withdrawing funds from the PGF Account must be paid by means of an authorized withdrawal as per AUTHORIZED WITHDRAWALS FROM PGF ACCOUNTS.
- 2.18 The Service Provider must use the procedures outlined in the GMS Cage Training manual when processing PGF Account transactions.
- 2.19 Copies of all PGF Account transaction receipts must be kept with the appropriate GMS paperwork, and with the PGF Accounts paperwork. If the transaction is a patron deposit or withdrawal, a receipt must also be given to the patron.

[Amended 09/09/2019]

3 ACCOUNT OPENING

- 3.1 The Player Gaming Funds Account opening documentation review checklist must be used when the Cage Supervisor is opening a new account.
- 3.2 The Service Provider must propose procedures for opening a new PGF Account which include the following as a minimum, and are subject always to BCLC review and approval:

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- 3.2.1 Patron's identity must be established and authenticated through the production of Acceptable Identification documentation;
- 3.2.2 A search of the Voluntary Self-Excluded and Barred Patron databases in CRS must be completed to ensure patron is eligible to open an account;
- 3.2.3 BCLC approved PGF Account Opening Agreement and patron profile card must be completed and filed;
- 3.2.4 Photocopy of the Acceptable Identification that the patron presents must be maintained with the Account Operating Agreement.
- 3.2.5 FINTRAC Entry in CRS must be completed;
- 3.2.6 Declaration of Source of Funds must be completed;
- 3.2.7 Incident Report in CRS must be completed.
- 3.3 Record Keeping/Reviewing
 - 3.3.1 To meet customer due diligence and Know Your Client obligations, Service Providers must ensure strict compliance with the following processes when opening or completing a transaction on a PGF account:
 - 3.3.1.a Signature on BCLC approved PGF Account Operating Agreement application form must be used as the signature card and compared to the signature on the acceptable identification.
 - (1) Account Operating Agreement must be securely maintained on file or electronically for each account holder; and
 - (2) The signature for any transaction must be compared to the Account Operating Agreement.
 - 3.3.1.b A patron profile card must be created and kept with the signature card (on file or electronically, as applicable) to document;
 - (1) Deposits and withdrawals from account;
 - (2) Types of negotiable instruments presented;
 - (3) Other miscellaneous information collected which may lead to further knowledge of patron activities. (e.g. favorite games, win/loss and average bets, high limit play).
 - 3.3.2 The following documents must be scanned into the media tab of the Incident Report in CRS:
 - 3.3.2.a Completed account opening documentation review checklist;
 - 3.3.2.b Completed Account Operating Agreement;
 - 3.3.2.c Declaration of source of funds;
 - 3.3.2.d Acceptable Identification produced (front).
- 3.4 The Service Provider may set minimum deposit thresholds for patrons to open a PGF Account. When opening the account Service Providers must complete:
 - 3.4.1 A FINTRAC Entry in CRS, including selecting the appropriate form of deposit on the drop down menu as per Cheque Issuance and EFT Training Manual in Associated Documents;
 - 3.4.2 An Incident Report in CRS;

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3.4.3 Notations on the patron profile card of appropriate 'customer due diligence/know your client' details; and

3.4.4 A Declaration of Source of Funds.

[Amended 09/09/2019]

4 AUTHORIZED DEPOSITS TO PGF ACCOUNTS

4.1 The following are considered authorized deposits for PGF Accounts, and are subject to any requirements noted:

4.1.1 Bank draft from a regulated financial institution with the payee being the patron, the casino or the casino company;

4.1.1.a Some financial institutions issue money orders in place of bank drafts for smaller currency amounts. In these cases only, money orders can be accepted as bank drafts.

4.1.1.b The bank draft/certified cheque verification checklist must be completed before acceptance.

4.1.1.c Bank drafts from joint financial institution accounts are not permitted. Any requests for exceptions should be forwarded to the BCLC AML unit for consideration.

4.1.2 Certified cheque from a regulated financial institution;

4.1.2.a The bank draft/certified cheque verification checklist must be completed before acceptance.

4.1.3 Cheque from a Canadian casino; either a verified win cheque that has been endorsed by the casino as a verified win or can be verified by calling the issuing casino or a Return of Funds cheque that can be verified as sourced funds by calling the issuing casino;

4.1.3.a No cheques for 'verified wins' shall be issued from the PGF Accounts;

4.1.3.b Patrons choosing to deposit a verified win into a PGF Account must be advised by the Service Providers they will not be eligible for a 'verified win' cheque when subsequently withdrawing funds from their PGF Account.

4.1.4 Wire transfer;

4.1.5 Domestic (Canadian) or International electronic funds transfer (EFT);

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4.1.6 Debit card transaction;

4.1.7 Internet banking transfer from an authorized personal bank account;

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4.1.8 Cash or chips from a 'verified win' issued at the same casino opening the account which are presented by the person that actually won the cash or chips in the same gaming day or session in which they were won.

4.1.8.a Patrons wishing to deposit accumulated slot jackpot wins in their gaming session to their PGF Account may have the jackpots shown on one Declaration of Source of Funds, if the following conditions are adhered to:

- (1) Individual jackpots are all documented on the Declaration of Source of Funds as well as the final total;
- (2) A note, initialed by the patron, on the Slot Request form indicates the jackpot is to be deposited to the PGF Account;
- (3) Cage Supervisor keeps jackpot slips together with the CDR tracking document for reporting purposes;
- (4) Declaration of Source of Funds must be signed by the patron before leaving the facility.

4.1.9 Cash, in the same denominations as were originally paid out and within twenty-four (24) hours, that was sourced as a withdrawal from the credit card kiosk located at the facility and was paid from the Cage with the specific float used for these payments;

4.1.10 Sourced cash, which is deposited directly to a Patron's own PGF Account with a same day receipt from the financial institution that provided the cash.

4.1.10.a The original receipt must be retained, scanned and stored electronically.

4.2 Patrons presenting cash, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.

4.3 No third party negotiable instruments may be accepted except in the case of a 'verified win' cheque from a Canadian casino, or the re-deposit of a Return of Funds – PGF cheque, or a bank draft made out to the patron;

4.3.1 Verified win cheques and return of funds cheques will only be accepted from the person in whose name the cheque had been issued.

4.4 No postdated negotiable instrument may be accepted.

4.5 No negotiable instrument issued in joint names may be accepted.

4.6 All subsequent deposits to Patron Gaming Funds Accounts after initial opening of the account must be by means of authorized deposits.

4.7 A FINTRAC Entry in CRS must be completed for all methods of deposit (cheque, electronic transfer, etc.) including selecting the appropriate form of deposit on the drop down menu as per the Cheque Issuance and EFT Training Manual in Associated Documents.

[Amended 09/09/2019]

5 AUTHORIZED WITHDRAWALS FROM PGF ACCOUNTS

5.1 The following are considered authorized withdrawals from PGF Accounts:

5.1.1 Cash;

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- 5.1.2 Return of Funds - PGF cheque:
 - 5.1.2.a No cheques for 'verified wins' shall be issued from the PGF Accounts.
- 5.1.3 Electronic funds transfer, wire transfer or internet transfer to an authorized bank account.

6 REDEPOSITING WITHDRAWALS FROM PGF ACCOUNTS

- 6.1 Patrons who have withdrawn funds for gaming from PGF Accounts may re-deposit up to the exact amount withdrawn after any period of continuous play after the withdrawal, subject to the following conditions:
 - 6.1.1 Patron use of the withdrawn funds must have been for gaming wagers within the facility gaming floor;
 - 6.1.2 Dealer Supervisor must have tracked and substantiated the play at gaming table:
 - 6.1.2.a If play cannot be substantiated, re-deposit must not be accepted;
 - 6.1.3 If Patron's play results in a net loss, only the portion of the withdrawal remaining shall be eligible for re-deposit;
 - 6.1.4 If Patron's play results in a net win, the exact withdrawal amount plus the 'verified win' may be re-deposited.
- 6.2 No patron signature is required on the Declaration of Source of Funds if the deposit is a redeposit of funds that were originally withdrawn from the PGF account.

Example 1 - Player withdraws \$50,000 and wins an additional \$10,000 – original \$50,000 and the \$10,000 verified win can be re-deposited – total re-deposit \$60,000

Example 2 – Player withdraws \$50,000, loses \$20,000 at table game – only \$30,000 can be re-deposited. Player cannot introduce new money to top up the re-deposit.

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8 POLICY BREACH MANAGEMENT

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9 VOLUNTARY SELF EXCLUSION

- 9.1 When a patron having a PGF Account voluntarily self-enrolls into the Voluntary Self-Exclusion program, all funds in the PGF Account must be paid to the patron as per the Security – Voluntary Self-Exclusion policy.
- 9.2 Accounts may be closed by the patron at any time;
- 9.3 Accounts may be kept open at the patron's request even if all funds are withdrawn.

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	Last Revised Date April 1, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.23 Cage – Bank Debit Card Transactions		

Article: 6-1.23 Cage – Bank Debit Card Transactions

1 GENERAL

- 1.1 At the Service Provider's discretion, bank debit cards may be used at the Cash Cage for patrons to withdraw funds to be used for gaming.
- 1.2 The Service Provider may stipulate monetary thresholds for the maximum allowed amount of the debit card transaction however, the minimum allowed amount shall not be less than \$500.00 per transaction to purchase gaming funds, with the following exceptions:
 - 1.2.1 In the case of system failure of the Automated Teller Machine (ATM), bank debit card transactions at the Cash Cage to purchase gaming funds in an amount less than \$500.00 may be permitted; and
 - 1.2.2 The minimum threshold requirement does not apply to debit card transactions for the purchase of gift cards or gift certificates.
- 1.3 Debit card transactions completed at the Cash Cage may have a service charge applied, at the Service Provider's discretion, and subject to the following conditions:
 - 1.3.1 The service charge to the patron shall be equal to the site's current ATM service charge;
 - 1.3.2 The service charge shall only be applied to debit card transactions that are less than \$3,000.00; and
 - 1.3.3 No service charge shall be applied to debit card transactions that are \$3,000.00 or greater.
- 1.4 Service Providers shall only be permitted to process purchases/withdrawals and are not permitted to make "refunds" or any other type of electronic transfers to a customer's bank account using the debit system.
- 1.5 The Service Provider must ensure the gaming float is reimbursed for funds dispersed from debit withdrawals via a method of their choosing.
- 1.6 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
 - 1.6.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
 - 1.6.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.
- 1.7 See also Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting.

[Amended 09/06/2018, 04/01/2019]

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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.23—2
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3 DISCREPANCIES

- 3.1 The Service Provider accepts full responsibility for any discrepancies caused by the acceptance of debit card transactions.
- 3.2 An Incident Report in CRS shall be created for any discrepancies in the bank debit card process.

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.24—1
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.24 Cage – Hold Cheque Option		

Article: 6-1.24 Cage – Hold Cheque Option

1 GENERAL

- 1.1 Service Providers (SP) may accept a negotiable financial instrument such as a personal cheque, which can be held for a period of time before being settled (cashed). The cheque would be accepted for the purpose of allowing the patron to use funds for gaming at the facility. The hold cheque option may only be offered by the Service Provider where all of the conditions, policies and procedures governing deferred payment have been put in place by a service provider.
- 1.2 Service Provider must:
 - 1.2.1 Prior to offering the hold cheque option, establish procedures to accept and verify cheques that are acceptable by BCLC and approved by BCLC's Vice President, Corporate Security and Compliance or designate.
 - 1.2.1.a Acceptance and verification procedures must include steps to confirm the credit rating of the patron.
 - 1.2.2 Establish procedures to manage the risk of default on cheques, which must include credit checks through Equifax, Central Credit, and the bank holding the account on which the cheque is written;
 - 1.2.2.a Any fees associated with the agencies are the sole responsibility of the Service Provider.
 - 1.2.3 Only offer the service to patrons whose identity has been established and verified through the Customer Due Diligence/Know Your Customer (CDD/KYC) procedures.
 - 1.2.4 Establish authorization levels for site personnel and/or head office personnel for the acceptance of cheques from patrons whose identity has been established and verified.
 - 1.2.4.a The SPs shall designate, in writing in their internal policy, the position authorized to approve the acceptance of cheques within each of the following ranges:
 - (1) \$10,000 - \$25,000
 - (2) \$25,001 - \$50,000
 - (3) \$50,001 - \$100,000
 - (4) > \$100,000
 - 1.2.5 Set out in a written agreement with the patron the time, not to exceed 14 days, before the negotiable instrument shall be settled.
 - 1.2.6 Ensure they do not enter into more than one agreement at a time with each patron.
 - 1.2.7 Ensure the patron is not currently voluntarily self-excluded or barred.
 - 1.2.8 Only accept cheques issued by or drawn on an account individually held by the patron at a Canadian Schedule I, Schedule II or Schedule III bank, credit union, or caisses populaire, or a United States financial institution which is listed in the Holding Companies on the National Information Center website.
 - 1.2.9 Only accept cheques that are dated for the same day as the agreement;
 - 1.2.10 Only accept cheques for values of \$10,000 or more;

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- 1.2.11 The FINTRAC Entry screen shall only be used at the time of the settlement;
 - 1.2.11.a A Casino Disbursement Report shall be completed at the time of settlement of the cheque.
 - 1.2.11.b All other transactions, i.e. table buy-ins or TITO ticket purchases shall be noted on an Incident Report in CRS as documented in CUSTOMER DUE DILIGENCE/KNOW YOUR CUSTOMER (CDD/KYC).
- 1.2.12 Secure the cheque in the vault or sub-vault until the patron settles the amount owing or the time period for settlement elapses.
- 1.2.13 Ensure that the impact on the operational gaming float is kept at a level that is sufficient for the facility's requirements.
- 1.2.14 Service Provider shall indemnify and hold BCLC harmless for any incidents of any kind arising from the Hold Cheque Option.

2 CUSTOMER DUE DILIGENCE/KNOW YOUR CUSTOMER (CDD/KYC)

- 2.1 Service Providers shall conduct a search of the anti-terrorist financing lists on the Office of the Superintendent of Financial Institutions (OSFI) website at <http://www.osfi-bsif.gc.ca/eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx> to ensure the individual is not present on the lists before offering the cheque hold option.
 - 2.1.1 If the individual is found to be present on the lists, the cheque hold option shall not be offered; and
 - 2.1.2 See General – FINTRAC and Anti-Money Laundering Compliance, TERRORIST PROPERTY for reporting requirements.
- 2.2 To meet customer due diligence and know your client obligations, ensure strict compliance with documenting the following on a Hold Cheque Option ledger in the Cash Cage:
 - 2.2.1 Name (English and other language, if applicable);
 - 2.2.2 Date of Birth;
 - 2.2.3 Home address;
 - 2.2.4 Place of residence while in Canada, if a visitor;
 - 2.2.5 Phone numbers;
 - 2.2.6 Specific occupation and employment description (vague information such as “self-employed” or “business owner” is not sufficient);
 - 2.2.7 Email address, if applicable;
 - 2.2.8 Photocopy of photo ID used for acceptable identification;
 - 2.2.8.a Non-Canadians must produce a valid passport for identification.
 - 2.2.9 Other miscellaneous information collected which may lead to further knowledge of patron activities. (e.g., favorite games, win/loss and average bets, high limit play);
 - 2.2.10 Total dollar value of the cheque.
 - 2.2.11 Other details of the cheque such as issuing bank, cheque number, and date recorded on cheque.
- 2.3 The ledger used for client documentation and transactions must be immediately updated with any patron withdrawals of funds.

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Article: 6-1.24 Cage – Hold Cheque Option		

2.4 An Incident Report in CRS shall be created noting the customer profile, cheque amount and whether the cheque is drawn on a Canadian or U.S. financial institution;

2.4.1 All transactions, i.e. table game buy-ins, TITO ticket purchases, and/or payments pertaining to the hold cheque shall be noted in the Incident Report.

2.4.2 The profile shall be updated each time of the hold cheque option is used.

3 POLICY BREACH MANAGEMENT

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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.24—4
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.24 Cage – Hold Cheque Option		

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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.24—5
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Article: 6-1.24 Cage – Hold Cheque Option		

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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.24—6
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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.24—7
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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.24—2
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.24 Cage – Hold Cheque Option		

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BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.25—1
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.25 Cage – Ticket In, Ticket Out (TITO) Ticket Purchase		

Article: 6-1.25 Cage – Ticket In, Ticket Out (TITO) Ticket Purchase

1 GENERAL

- 1.1 For customer service purposes, if ticket printers are available in the Cage, patrons may purchase electronic gaming device tickets (TITO tickets) at the Cash Cage in order to offset having to put a large number of bills into the bill acceptors at EGDs.
- 1.2 The Service Provider shall be responsible for:
 - 1.2.1 Selling TITO tickets, following CONDITIONS FOR SALE OF TITO TICKETS;
 - 1.2.2 Tracking and reporting all buy-ins at reporting thresholds in the FINTRAC entry screen of the CRS system.

2 CONDITIONS FOR SALE OF TITO TICKETS

- 2.1 Purchase of large value tickets shall be tracked for FINTRAC reporting purposes as per Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting, BUY IN.
- 2.2 No tickets over \$2500.00 in value shall be sold.
- 2.3 Tickets are regarded as currency and neither BCLC nor the Service Provider bears any liability for lost tickets.
- 2.4 Tickets shall not be used as initial payment for jackpots;
 - 2.4.1 If Patron requests, tickets may be bought with jackpot proceeds after the jackpot has been processed as per Slots – Jackpots and Large Cancelled Credits.
- 2.5 If Patron requests a Slot Attendant to purchase TITO tickets on their behalf, the Slot Attendant shall:

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	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.25 Cage – Ticket In, Ticket Out (TITO) Ticket Purchase		

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Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.26—1
	Last Revised Date July 5, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.26 Cage – Ticket Redemption		

Article: 6-1.26 Cage – Ticket Redemption

1 GENERAL

- 1.1 The Service Provider shall be responsible for validating Gaming Tickets.
- 1.2 A Gaming Ticket may only be redeemed at the casino or community gaming centre where it was issued; at the Cage, in a slot machine or other electronic gaming machine, or in a redemption machine.
- 1.3 A Gaming Ticket will have a message on the front of the ticket that states the ticket never expires or other similar wording.
 - 1.3.1 Gaming tickets must be honoured and paid unless they are considered illegible, altered, counterfeit, incomplete, produced in error, or fail any validation testing.

[Amended 07/05/2019]

2 RETENTION OF TICKETS

- 2.1 Problem tickets that have required special attention or intervention shall be retained for audit with the site financial records (seven years);
- 2.2 Other tickets processed normally shall be retained for at least seven (7) days. Once past the retention period, tickets shall be destroyed.

3 PROCEDURE

- 3.1 The Cashier shall:
 - 3.1.1 Validate the ticket(s) before paying the customer;
 - 3.1.2 Process the transaction on the GMS;
 - 3.1.3 Pay out the cash based on the validation amount, not the physical ticket(s).

3.2 Redacted for Security

3.3

- 3.4 When a ticket(s) is redeemed for an amount of \$10,000.00 or more;
 - 3.4.1 A Casino Disbursement Record in the FINTRAC Entry screen in CRS shall be completed.

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Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.27—1
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.27 Cage – Mail In Electronic Gaming Machine Ticket or Gaming Chip Redemptions		

Article: 6-1.27 Cage – Mail In Electronic Gaming Machine Ticket or Gaming Chip Redemptions

Occasionally patrons will discover, upon returning home from a visit to a gaming facility, that they have one or more unpaid electronic gaming machine tickets and/or gaming chips of small total value (\$100 or less) in their possession. If the patron is not planning a return visit to the same gaming facility, the patron may redeem the tickets and/or gaming chips by mail as long as the following procedures are met.

Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.27—2
	Last Revised Date	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.27 Cage – Mail In Electronic Gaming Machine Ticket or Gaming Chip Redemptions		

2 RECEIVING AND CHEQUE ISSUANCE

- 2.1 Once the ticket or gaming chip is received and validated, the Service Provider shall send a cheque to the patron in the amount of the validated electronic gaming machine ticket or gaming chip as long as the following conditions are met:
- 2.1.1 The CRS Incident Report is updated to indicate that the cheque has been issued and mailed;
 - 2.1.2 The issuance of the cheque, including cheque number, is detailed in the appropriate GMS account;
 - 2.1.3 The CRS Incident Report and the cheque stub clearly indicate that the cheque is being issued for a mailed-in electronic gaming machine ticket or gaming chip, and does NOT constitute a 'verified win';
 - 2.1.4 The comments field in the GMS cheque transaction entry includes the CRS Incident Report number.

3 CHEQUE ISSUANCE AUTHORIZATION LEVELS

- 3.1 Issuance of the cheque is subject to the following authorization levels:
- 3.1.1 Up to \$50.00: Shift Manager;
 - 3.1.2 Up to \$100.00: General Manager and BCLC Representative.

Redacted for Relevance

5 UNREDEEMABLE GAMING CHIP

- 5.1 The gaming chip shall not be redeemed if the chip is not current or is proven to be stolen or counterfeit.
- 5.1.1 The BCLC Investigator shall be notified of any suspected stolen or counterfeit mailed in chip;
 - 5.1.2 See also General – Cash Assets – Counterfeit or Stolen Cash Assets.

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.28—1
	Last Revised Date July 5, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.28 Cage - Points Redemptions		

Article: 6-1.28 Cage - Points Redemptions

1 GENERAL

- 1.1 Encore Rewards Program members' points are available for download at the machines for free play and may be redeemed at Guest Services for table game free play.
 - 1.1.1 Individuals voluntarily self-excluding must have their points redeemed in cash – see SELF EXCLUSION REDEMPTIONS.
- 1.2 The person redeeming the points must be the valid Encore Rewards Program member, except as outlined under DECEASED REDEMPTIONS:
 - 1.2.1 The identification of the member redeeming the points must be recorded in the comment or notes section in the system in a truncated form (last three digits) and the slip retained with the paperwork.
- 1.3 For either self-excluded or deceased member redemptions, the Cashier under the supervision of the Cage Supervisor must follow the Points Redemptions (VSE/Deceased Payouts) procedures in the GMS Cage Training Manual.

[Amended 07/05/2019]

2 AUTHORIZATION

- 2.1 Redemptions Redacted for Security shall be authorized by the Cage Supervisor, after confirming the member's identity.
 - 2.1.1 The Cage Supervisor must sign the GMS slip to indicate authorization.

Redacted for Relevance

BCLC Standards	Effective Date April 1, 2018	Article Page 6-1.28—2
	Last Revised Date July 5, 2019	Authorized by Vice President, Casino and Community Gaming
Article: 6-1.28 Cage - Points Redemptions		

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Relevance

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Appendix B

2018 River Rock Casino Resort Operational Services Agreement

OPERATIONAL SERVICES AGREEMENT

BRITISH COLUMBIA LOTTERY CORPORATION

AND

GREAT CANADIAN CASINOS INC.

FOR

RIVER ROCK CASINO RESORT

Dated: June 3, 2018

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OPERATIONAL SERVICES AGREEMENT

THIS AGREEMENT MADE AS AT THE 3rd DAY OF JUNE, 2018.

BETWEEN:

BRITISH COLUMBIA LOTTERY CORPORATION

74 West Seymour Street
Kamloops, British Columbia
V2C 1E2

(the "Corporation")

AND:

and

GREAT CANADIAN CASINOS INC.

95 Schooner Street,
Coquitlam, BC,
V1G 0A4

(the "Service Provider")

RECITALS:

A. WHEREAS the Corporation is responsible for the conduct, management and operation of Gaming on behalf of the government of British Columbia, and may, without limitation:

- (i) develop, undertake, organize, conduct, manage and operate provincial gaming on behalf of the government of British Columbia; and
- (ii) enter into agreements with registered gaming services providers for services required in the conduct, management or operation of provincial gaming, under the control of the Corporation;

B. AND WHEREAS the Corporation wishes to ensure that Gaming is for the benefit of the citizens of British Columbia while treating the Corporation's service providers in a fair manner that encourages growth and the long-term health of the industry;

C. AND WHEREAS the Corporation has requested and the Service Provider has agreed to provide certain services pertaining to the Corporation's conduct, management and operation of Gaming in the Facility, subject to the terms and conditions set out in this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Service Provider agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Certain Rules of Interpretation. In this Agreement:

- (a) Definitions - capitalized terms have the meanings set out in Schedule D (Definitions);
- (b) Currency - unless otherwise specified, references to money amounts are to lawful currency of Canada;
- (c) Headings - headings of Articles are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (d) Including - where the word "include", "includes", "including", "included" or other variation on "include" is used in this Agreement, such word is deemed to be followed by the words "without limitation";
- (e) Amend - where the word "amend" is used in this Agreement, such word is deemed to include change, vary, add to, delete from, supplement, supersede, replace and alter, and "amends", "amended", "amendment" or other variation on "amend" has a corresponding meaning;
- (f) Examine - where the word "examine" or the words "inspect", "investigate", "test", "audit" or similar word is used in this Agreement, such word is deemed to include "examine", "inspect", "investigate", "test", "audit" and similar words, and "examines", "examined", "examination" or other variation on "examine" has a corresponding meaning;
- (g) Discretion - a provision relating to the discretion, approval, consent, authorization, determination, option, satisfaction or opinion of the Corporation is in such party's sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless expressly required under the provisions of this Agreement;
- (h) No Strict Construction - the language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party;
- (i) Number and Gender - unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders;
- (j) Statutory References - a reference to a statute includes the regulations, directives and rules made pursuant to such statute and, unless otherwise

specified, the provisions of any statute or regulation which amends any such statute, regulation, directive or rule;

- (k) Articles and Schedules - unless the context otherwise requires, references to "Article" or "Schedule" mean the specified Article or Schedule of this Agreement;
- (l) Approvals for Sole Benefit of Corporation - the Corporation's rights of review, consent, discretion, acceptance, specification, designation, approval or confirmation with respect to any matter relating to the Services or this Agreement are for the benefit of the Corporation, and will not in any way relieve the Service Provider of its obligations under this Agreement, and may not be relied on by the Service Provider or any third party for any purpose without the express written agreement of the Corporation; and
- (m) Conduct, Management and Operation - the respective rights and obligations of the parties hereunder will be interpreted so as not to restrict and not to abrogate the Corporation's authority to conduct, manage and operate Lottery Schemes in the Province of British Columbia, and any provision of this Agreement that confers any right, entitlement or obligation on the Service Provider will be deemed to reserve for the Corporation any aspect of the discharge of that right, entitlement or obligation that constitutes in any respect the Corporation's authority to conduct and manage Lottery Schemes in accordance with the Applicable Law, it being the mutual intention of the parties that the rights, entitlements and obligations of the Service Provider under this Agreement will in no way restrict or abrogate the Corporation's authority to conduct, manage and operate the Facility and Gaming or result in the Service Provider conducting, managing and operating any aspect of the Facility or Games.

1.2 Schedules. Schedule A (Business Terms), Schedule B (Service Provider Ownership Information), Schedule C (Privacy Protection Schedule), Schedule D (Definitions) and the BCLC Standards and the terms set out therein are integral to and form part of this Agreement.

1.3 Priority of Documents. In the event of any conflict or inconsistency between the provisions of any of the following documents, then, unless the parties agree otherwise in writing, the following descending order of priority will apply to the extent of such conflict or inconsistency:

- (a) first, the terms and conditions of this Agreement; and
- (b) next, the BCLC Standards.

ARTICLE 2

SERVICES

2.1 Appointment as Service Provider. The Corporation hereby retains and appoints the Service Provider during the Term to provide the Services to the Corporation in the Corporation's conduct, management and operation of Games at the Facility subject to

and in accordance with the terms and conditions of this Agreement, the BCLC Standards and Applicable Law.

- 2.2 Corporation's Discretion. The Service Provider acknowledges and agrees that the Corporation, in its discretion, will decide which Games are made available at the Facility at any given time and the Service Provider will provide the Services for such Games.
- 2.3 Non-Exclusive. Nothing in this Agreement is intended to grant to the Service Provider any exclusivity rights as to subject matter, time or geographic location, and the Corporation is free to contract with, or grant any rights to, any other Person in any location that the Corporation deems appropriate in its discretion.
- 2.4 Continuous Services. The Service Provider will provide the Services at the Site continuously and without interruption throughout the Term, subject to the exercise of the Corporation's step-in rights in accordance with Article 23 (Step-In Rights), a suspension in accordance with Article 24 (Suspension), a Force Majeure in accordance with Article 26 (Force Majeure) or a temporary abeyance in accordance with Article 27 (Temporary Abeyance).
- 2.5 Independent Contractor. The Service Provider is an independent contractor engaged by the Corporation to perform the Services. Nothing in this Agreement is intended to create a partnership, joint venture, agency, employment or representation relationship between the Corporation and the Service Provider or Personnel or subcontractors or any other Person. The Service Provider will not, and will cause such Personnel, subcontractors and other Persons not to, represent itself or themselves as a partner, joint venturer, agent, employee or representative of the Corporation to any Person, except as Prescribed by the Corporation.
- 2.6 Assumption of Risk. Except to the extent expressly allocated to the Corporation under this Agreement, all risks, costs and expenses in relation to the performance by the Service Provider of its obligations under this Agreement are allocated to, and accepted by, the Service Provider as its entire and exclusive responsibility.

ARTICLE 3 **COMPLIANCE & INTEGRITY OF GAMING**

- 3.1 Conduct, Management and Operation. The Service Provider acknowledges that the Corporation is responsible for the conduct, management and operation of the Games at the Facility. The Service Provider will provide the Services under the control of the Corporation.
- 3.2 Compliance. The Service Provider will provide the Services in full compliance with this Agreement and:
 - (a) all Applicable Law;
 - (b) all BCLC Standards; and
 - (c) all Game Conditions.

3.3 BCLC Standards Updates.

- (a) The Corporation may in its discretion, amend the BCLC Standards, in whole or in part, as it deems necessary, for purposes of the conduct, management and operation of Gaming, the integrity and reputation of Gaming, the player experience, and compliance and consistency with Applicable Law.
- (b) The Service Provider will continue to perform the Services in accordance with the amended BCLC Standards.
- (c) The Corporation will post amendments to the BCLC Standards on an internet-accessible site or such other location Prescribed by the Corporation, and it is the Service Provider's responsibility to inform itself of and comply with such amendments. The Corporation will use reasonable efforts to provide advance notice of any amendments, except for amendments that are required for urgent or emergency situations.
- (d) The Service Provider is not entitled to any compensation for or contribution to costs arising from an amendment of the BCLC Standards except as provided in this Article 3.3.
- (e) In this Article 3.3, "**Contributable Standards Change**" means an amendment of the BCLC Standards identified in Appendix B of the BCLC Services Manual, but excluding any amendment that is Prescribed by the Corporation for purposes of compliance with Applicable Law.
- (f) The Service Provider may, within the period from 30 days to 90 days after the completion of a Fiscal Year, make a written application for compensation for all Contributable Standards Changes that were made in the completed Fiscal Year. The Service Provider is not entitled to any claim for Contributable Standards Changes made prior to the Effective Date. The Service Provider's application will include any information Prescribed by the Corporation, including the reason for the claim for contribution, the justification under this Agreement for the claim, an estimated value of the claim, and all steps taken or reasonably available to mitigate the impact of the Contributable Standards Change. The Corporation will accept such application in the following circumstances and subject to the following conditions:
 - (i) the Service Provider's application is complete;
 - (ii) the claim is limited to the net incremental increase in direct out-of-pocket or third party costs of implementing the Contributable Standards Change in such completed Fiscal Year, and for greater certainty no claim for such costs may be claimed for costs that may be incurred in subsequent Fiscal Years;
 - (iii) the claim for costs relating to Personnel will not include:
 - (A) any benefits or payroll burdens; or

- (B) costs of training required pursuant to Article 14 (Employment & Training);
 - (iv) in no event will any compensation provided under this Article 3.3 exceed \$100,000 in aggregate per Fiscal Year, and no amounts may be carried over to subsequent Fiscal Years; and
 - (v) the Service Provider may claim only once for a Contributable Standards Change, and without limiting the foregoing may not make a claim for any such Contributable Standards Change in more than one Fiscal Year.
 - (g) The Corporation will consider applications made pursuant to this Article 3.3, and will make its decisions and payments within ninety (90) days of receipt.
 - (h) In the event that the Corporation prescribes a Contributable Standards Change in the last quarter of the Fiscal Year, the Service Provider's claim may include any net incremental increase in direct out-of-pocket or third party costs associated with the said change and incurred during the Fiscal Year or within 120 days of the complete Fiscal Year ("**Extended Period**") and the Service Provider will have up to 60 days following the Extended Period to submit its application in accordance with this Article 3.3. Any claim made in the Extended Period will be included in the calculation of the Service Provider's aggregate claim total pursuant to Article 3.3(f)(iv) for the Fiscal Year in which the applicable Contributable Standards Change was made.
 - (i) Nothing in this Article 3.3 limits the Service Provider's obligations to comply with all amendments of the BCLC Standards, which is absolute.
- 3.4 Requirements. Without limiting the generality of Articles 3.1, 3.2 and 3.3(a), the Service Provider represents, warrants, covenants and agrees with the Corporation as follows:
- (a) No Unapproved Gaming Activities. The Service Provider will not promote, display, operate or offer for sale any Lottery Scheme (including Games), or operate any Gaming Supplies, except as Prescribed by the Corporation.
 - (b) Appropriate Conduct. The Service Provider will not engage in any conduct that in the discretion of the Corporation is contrary to the public interest, or is prejudicial to the integrity or reputation of Gaming, the Facility or the Corporation.
 - (c) No Minors. The Service Provider will, using all reasonable efforts, not permit any individual who does not meet the minimum age requirements, as required by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility and participate in Games at the Facility.
 - (d) No Ineligible Players. The Service Provider will, using all reasonable efforts, not permit any individual who has been barred or self-excluded, or is otherwise prohibited by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility or participate in Games at the Facility.

- (e) Responsible Gambling. The Service Provider will comply with the BCLC Standards relating to responsible gambling and any responsible gambling policies or programs Prescribed by the Corporation or required by Applicable Law.
- (f) Non-Participation. The Service Provider will not participate in, nor permit any Person providing the Services to participate in, Games at the Facility, except as Prescribed by the Corporation.
- (g) Interest in Other Lottery Schemes. The Service Provider will not provide or attempt or intend to provide, or hold any interest, directly or indirectly, in another Person that provides or attempts or intends to provide, to the Corporation any services of any kind whatsoever other than the Services, without the prior written approval of the Corporation.
- (h) Safety. The Service Provider will comply with the requirements of the *Workers Compensation Act* and Applicable Law relating to occupational health and safety at the Site, and will either be the "prime contractor" for the purposes of the *Workers Compensation Act* or will agree with another Person acceptable to WorkSafe BC to be the "prime contractor". The Corporation may at any time require the Service Provider to provide evidence of compliance with the requirements under the *Workers Compensation Act*, including as to payment of assessments due under it to the Workers' Compensation Board.

ARTICLE 4

BUSINESS PLANNING & REPORTING

- 4.1 Annual Business Plan. The Service Provider will comply with, and perform the Services in accordance with, the Annual Business Plan. At least ninety (90) days prior to the commencement of each Operating Year, the Service Provider will deliver to the Corporation a draft Annual Business Plan in respect of such Operating Year. The Annual Business Plan will be in the form and contain the information required by the BCLC Standards and as Prescribed by the Corporation.
- 4.2 Strategic Plan.
 - (a) The Service Provider will comply with, and perform the Services in accordance with, the Strategic Plan.
 - (b) If, as part of an Annual Business Plan, the Service Provider proposes an adjustment of MIR Investments and the MIR Allocation schedule set out in the Strategic Plan, the Service Provider will provide the Corporation with a revised draft Strategic Plan.
 - (c) In the event the Facility is a new facility, or the Facility has been relocated, the Service Provider will provide a draft Strategic Plan, or, if applicable, a revised draft Strategic Plan, within thirty (30) days after calculation by the Corporation of the MIR pursuant to Article A6.3 of Schedule A (Business Terms).

- 4.3 Review by the Corporation. The Corporation will review a draft Plan during the sixty (60) day period following receipt thereof. During this review period, the Service Provider and the Corporation will make appropriate representatives available to discuss such draft Plan.
- 4.4 Acceptance by the Corporation. The Corporation will, within ninety (90) days of receipt of a Plan by the Corporation, advise the Service Provider in writing, either:
- (a) that the Plan is accepted by the Corporation; or
 - (b) that the Plan is not accepted by the Corporation and set out the particulars of the Corporation's comments relating to the Plan.

The Corporation's comments may include a rejection of any or all of the subject matter of the Plan.

If the Plan is accepted, the Service Provider will comply with the Plan. If a Plan is not accepted, the Service Provider will, within fourteen (14) days of receipt of such advice, revise the Plan to address the Corporation's comments and re-submit the Plan to the Corporation. The Corporation will review the revised Plan within fourteen (14) days of receipt of such revised Plan, and either accept the Plan or, if not accepted, set out the particulars of the Corporation's comments relating to the Plan. The process will be repeated until the Plan is accepted. In the event that a Plan is not accepted by the Corporation, the Service Provider will (i) continue to perform the Services and make the MIR Investments in accordance with the then-applicable Plan, (ii) comply with the provisions of the Plan that the Corporation may indicate have been accepted and (iii) comply with any other requirements Prescribed by the Corporation.

- 4.5 Revisions to Plans. If the Service Provider or the Corporation determines, acting reasonably, at any time that the then-effective Plan may require amendment, the determining party will provide a written request to the other party, such request to include a detailed summary of the proposed revisions to the applicable Plan. During the sixty (60) day period following receipt of such request, the parties will meet and consult with each other in respect of the amendments to such Plan. If the parties agree to amend such Plan, the Service Provider will provide a draft revised Plan to the Corporation for review and in accordance with Articles 4.3 and 4.4.
- 4.6 Reporting. The Service Provider will:
- (a) furnish to the Corporation the reports set out in, and in accordance with, the BCLC Standards, or as otherwise Prescribed by the Corporation;
 - (b) promptly give notice to the Corporation upon the Service Provider becoming aware of any non-compliance of the Service Provider with the BCLC Standards, any Material Breach or any Event of Default;
 - (c) promptly give notice to the Corporation of any material breach or allegation of a material breach of any Applicable Law committed by a director, officer or Significant Interest holder of the Service Provider of which breach or allegation

the Service Provider has knowledge or would have had knowledge upon reasonable inquiry; and

- (d) promptly give notice to the Corporation of any Information Security Incident or any event or circumstance that has occurred or will occur that materially adversely affects the Site or the Service Provider.

- 4.7 Acknowledgement. The Corporation acknowledges that the reporting standards under this Agreement are different from those under any Previous Agreement. As such, if there was a Previous Agreement in effect between the parties, the Service Provider will have ninety (90) days from the Effective Date to comply with the BCLC Standards or any other reporting requirements, before such reporting requirement is considered a Compliance Breach. This provision applies to Compliance Breaches only, and does not apply to Material Breaches or Events of Default.

ARTICLE 5

FACILITY & SITE

- 5.1 Exclusive Licence of Facility. The Service Provider grants to the Corporation an exclusive licence to the Facility (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for:

- (a) the purposes of the Corporation's conduct, management and operation of the Games and Services and the Corporation's exercise of any rights and the Corporation's fulfilment of any obligations in this Agreement; and
- (b) all purposes ancillary thereto, including the Corporation's installation, operation, maintenance and removal of Gaming Supplies, and such other purposes as Prescribed by the Corporation.

Subject to the Corporation's overriding responsibility to conduct, manage and operate the Facility and Games and the terms and conditions of this Agreement, the Corporation provides the Service Provider with a sub-licence to the Facility as may be necessary to provide the Services and subject to such restrictions as may be Prescribed by the Corporation.

- 5.2 Non-exclusive Licence of Site. In addition to the licence to the Facility in Article 5.1, the Service Provider grants to the Corporation a non-exclusive licence to the other portions of the Site (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for purposes associated with or ancillary to the Corporation's purposes set out in Articles 5.1(a) and 5.1(b), including for use of all common areas of the Site and for unfettered access to and from the Facility, and for purposes of the exercise of its license in Article 5.1.
- 5.3 Exercise of Licence Rights. The Corporation may permit the licence rights granted in this Agreement to be exercised by itself and its directors, officers, employees, agents, contractors, subcontractors, invitees and sub-licensees.
- 5.4 Maintenance, Use and Repairs. The Service Provider will:

- (a) provide all furnishings, fixtures, equipment, electrical systems and data systems, within and for the provision of Services at the Facility, all in accordance with the BCLC Standards; and
- (b) maintain, operate and repair the Site, in good order, condition, appearance and repair and all furnishings, fixtures, equipment, electrical systems and data systems therein, in good condition and in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation and ensure that the Facility and the common areas of the Site meet the facility design, amenity, ambiance and signage requirements specified in the BCLC Standards.

5.5 Lease. If the Service Provider is not the legal or beneficial owner of the Site:

- (a) concurrently with the execution of this Agreement or otherwise at the request of the Corporation, the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause the owner of the Site to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the owner of the Site, in form and substance satisfactory to the Corporation, acting reasonably, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:
 - (i) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement;
 - (ii) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement; and
 - (iii) the postponement and subordination of any interest of such owner in any asset or other property of the Service Provider in favour of any interest of the Corporation in any asset or other property of the Service Provider.
- (b) the Service Provider will promptly give notice to the Corporation if and when the Service Provider becomes aware of a change in legal or beneficial ownership of the Site.

5.6 Change of Ownership. If the Service Provider is the legal or beneficial owner of the Site, the Service Provider will not, without the prior written consent of the Corporation, transfer, assign or otherwise dispose of legal or beneficial ownership of the Site.¹

5.7 Non-Disturbance Agreement. Concurrently with the execution of this Agreement or otherwise at the request of the Corporation, including as a condition of any consent under Article 17 (Transfer, Sale & Assignment), the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause any mortgagee of the lease of the Site (whether leasehold or freehold) to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the mortgagee, in form

¹ If the Service Provider owns the Site.

and substance satisfactory to the Corporation, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:

- (a) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement; and
- (b) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement,

upon and after the mortgagee taking any enforcement or realization proceedings under its mortgage of the Site (whether leasehold or freehold).

- 5.8 Restrictions on Use. The Service Provider will not, and will cause its affiliates to not, use, occupy or possess or suffer or permit the use, occupation or possession of:

- (a) the Site or any part thereof; or
- (b) any lands that are in reasonable proximity to the Site that are owned, leased or otherwise under the control of the Service Provider or its affiliates,

for any use, occupation or possession that in the discretion of the Corporation is incompatible with, or that could prejudice the integrity or the reputation of the Facility or Gaming.

- 5.9 Prohibited Communications. The Service Provider will not, directly or indirectly through any means including via an agent, and will ensure that its affiliates, directors, officers, partners, Personnel, consultants, agents, advisors, representatives or subcontractors do not, engage in or commence any discussions, plans, applications, approvals, permitting or licensing procedures with any municipality, host local government or prospective host local government regarding any new facility, relocation or substantial change, except as Prescribed by the Corporation.

- 5.10 Relocations and Substantial Changes. In accordance with the *Gaming Control Act*, the Service Provider may make an application to the Corporation for approval to relocate or make a substantial change to the Facility or the type or extent of Games at the Facility. In addition to any other requirements that the Corporation may Prescribe for such application, the Corporation may require that the Service Provider and its affiliates execute and deliver a project development agreement as set out in the BCLC Standards and in a form and in substance satisfactory to the Corporation, prior to the Corporation consenting to the Service Provider's application.

ARTICLE 6

GAMING SUPPLIES

- 6.1 Provision, Maintenance and Repair. The Corporation will provide, maintain and repair the Gaming Supplies necessary for its conduct, management and operation of Gaming at the Facility.

6.2 Installation, Relocation and Security of Gaming Supplies. The Service Provider will:

- (a) not permit any Gaming Supplies to be installed or used at the Facility, except as Prescribed by the Corporation;
- (b) locate the Gaming Supplies as and where Prescribed by the Corporation;
- (c) not relocate or interfere with the proper operation of any Gaming Supplies, unless Prescribed by the Corporation;
- (d) permit the Corporation and the Corporation's authorized representatives to examine the Gaming Supplies, at such times and in such manner as Prescribed by the Corporation;
- (e) assist the Corporation and the Corporation's authorized representatives in the examination of the Gaming Supplies, and in the conduct of any examination, including security examination, or enforcement activities, at such times and in such manner as Prescribed by the Corporation;
- (f) upon request by the Corporation, remove any Gaming Supplies;
- (g) provide for the physical security and logical security of the Gaming Supplies in accordance with the BCLC Standards and to safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss, damage or malfunction to or of the Gaming Supplies; and
- (h) keep the Gaming Supplies free and clear of all liens, security interests or other encumbrances.

6.3 No Rights to Gaming Supplies. The Service Provider acknowledges and agrees that Service Provider does not hold and will not acquire property rights or Intellectual Property Rights or other interests in or to Gaming Supplies, except as Prescribed by the Corporation.

6.4 Leased Games. The Corporation may, after consultation with the Service Provider, supply Leased Games to the Facility. The parties acknowledge and agree that the costs, if any, of leasing or licensing Leased Games supplied by the Corporation to the Facility will be borne by both the Corporation and the Service Provider. The Service Provider's proportion of such costs is the percentage that is equal to the Service Provider's percentage of Commission (excluding FIC) applicable to such Leased Games as set out in Article A4.1 of Schedule A (Business Terms).

6.5 Additional Optional Gaming Supplies. The Service Provider may apply to the Corporation for Gaming Supplies that are in addition to those Prescribed or provided by the Corporation. The Service Provider will provide the reasons for the application for the additional Gaming Supplies. The Corporation may consider the application, and at the Corporation's option may provide the additional Gaming Supplies on such terms as may be agreed to by the parties or, failing agreement, as Prescribed by the Corporation.

ARTICLE 7
SECURITY & SURVEILLANCE

7.1 Security and Surveillance. The Service Provider will:

- (a) provide and maintain sufficient digital and other monitoring, security and surveillance equipment and systems in and around the Site, all in accordance with the BCLC Standards;
- (b) provide, train and certify sufficient security and surveillance Personnel in accordance with the BCLC Standards;
- (c) provide for the physical and logical security of the Facility (and all individuals, equipment, software, devices and systems therein) in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, and safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss or damage to the Facility, any Gaming Supplies or property of a third party within the Facility or any injury to any individual within the Facility; and
- (d) maintain the security, currency, accuracy and integrity of Corporation Data and SP Surveillance Data and all equipment and systems on which such data and information is obtained, transmitted or stored.

7.2 Lease of Equipment. In the event that the Service Provider leases any monitoring, security or surveillance equipment and systems for use in the Facility, it must ensure that such lease agreement contains provisions that:

- (a) prohibit the lessor from accessing, using or disclosing any Corporation Data and SP Surveillance Data; and
- (b) grant the Corporation unfettered access to such information, and such right will continue after expiry or earlier termination of the lease agreement until all Corporation Data and SP Surveillance Data has been obtained by the Corporation and removed from such equipment and systems.

ARTICLE 8
FINANCIAL MATTERS & OBLIGATIONS

8.1 Revenue and Gaming Accounts. The Service Provider will:

- (a) collect, receive and hold the Revenue, the Net Win and the Chip Liability for and on behalf of and as agent for the Corporation;
- (b) deposit the Net Win into the Gaming Accounts at the times, the manner and the amount Prescribed by the Corporation;
- (c) not deposit into the Gaming Accounts any funds other than the Net Win, unless otherwise Prescribed by the Corporation;
- (d) not commingle the Net Win with the funds of the Service Provider;

- (e) adhere to cash management policies and procedures as set out in the BCLC Standards, or as otherwise Prescribed by the Corporation;
- (f) accept, on behalf of and as agent for the Corporation, bets on Games;
- (g) on behalf of and as agent for the Corporation, pay all Winnings and otherwise redeem for cash when tendered for redemption all Chips;
- (h) not install or operate any cash dispensing machines, except as provided in Schedule A (Business Terms), and will comply with the BCLC Standards in respect of any cash dispensing machines; and
- (i) for any cash dispensing services at the Site, not charge, or permit anyone to charge, service fees that exceed prevailing market rates.

8.2 Appointment as Trustee. The Service Provider acknowledges and agrees that the Corporation is the sole and absolute legal and beneficial owner of the Revenue, together with any additional monies received or collected by the Service Provider as a result of exchanging cash for Chips in the Facility, and that the Service Provider receives, holds and deals with those funds as trustee for the Corporation.

8.3 Gaming Accounts. The Gaming Accounts are for the Corporation's sole use and benefit, managed solely by the Corporation, and, without limiting the foregoing, the Corporation is not required to maintain any amounts in the Gaming Accounts or to use them or apply the funds in them solely for the Facility. The Corporation may remove any amounts, including the Net Win, from the Gaming Accounts at any time at its discretion.

8.4 Gaming Bankroll. The Service Provider will provide and maintain the Gaming Bankroll in such amount as is required for the purposes of making change, redeeming Chips and promptly paying Winnings.

8.5 Commission. In consideration of the Service Provider's provision of the Services, the Corporation will pay the Service Provider the remuneration set out in Schedule A (Business Terms). The Service Provider acknowledges and agrees that notwithstanding any references to the remuneration that is applicable to any particular Game or any other part of the Services, the remuneration calculated under this Agreement is for the whole of the Services.

8.6 Statement of Account. The Corporation will provide the Service Provider with a statement of account weekly or at such intervals as may be Prescribed by the Corporation, and the statement of account will include:

- (a) a calculation of the Revenue;
- (b) a calculation of the Net Win; and

- (c) a calculation of that portion of the Net Win that the Corporation will pay the Service Provider in respect of payment for the Services for the previous week or Prescribed interval, as applicable, which is determined as follows:
- (i) the total amount of the Commission owing to the Service Provider for the previous week, based on the percentages set out on Schedule A (Business Terms);
PLUS
 - (ii) the reimbursement for F&B Redeemed, pursuant to the terms and conditions of the Loyalty Program;
PLUS OR MINUS, as applicable
 - (iii) any other amounts owing to or from the Service Provider pursuant to the terms and conditions of the Loyalty Program (other than in respect of F&B Redeemed pursuant to (ii) above);
PLUS OR MINUS, as applicable
 - (iv) any amounts owing to or from the Service Provider pursuant to the terms and conditions of Promotional Programs;
LESS
 - (v) monthly, any amounts owing by the Service Provider to the Corporation in respect of Leased Games pursuant to Article 6.4;
LESS;
 - (vi) any amounts owing by the Service Provider to the Corporation in respect of any additional optional Gaming Supplies pursuant to Article 6.5;
PLUS OR MINUS, as applicable,
 - (vii) a calculation of any amount owing to the Corporation under this Agreement, in respect of any adjustments or corrections, pursuant to Article 8.10;
PLUS OR MINUS, as applicable,
 - (viii) any other amount owing to or from the Service Provider under this Agreement;
PLUS
 - (ix) all amounts payable to the Service Provider in respect of any sales or value-added tax and of all other applicable taxes,

all without duplication, the total of the foregoing, if a positive number, being the "**Weekly Amount**", and if the total of the Weekly Amount is a negative number, the Service Provider is liable to the Corporation for the absolute value of such total, and will pay the Corporation such value upon demand, or at the Corporation's option such value will be applied as a reduction or adjustment on the statement of account for a Prescribed future Weekly Amount.

8.7 Payment of Weekly Amount. Upon delivery by the Corporation of a statement of account pursuant to Article 8.6, the Corporation will pay to the Service Provider the Weekly Amount.

8.8 Taxes.

- (a) All amounts payable to the Service Provider under this Agreement are exclusive of any sales or value-added tax and of all other applicable taxes. The Service Provider will collect and remit all applicable taxes to the appropriate governmental authority in a timely manner. The Service Provider will provide the Corporation with all information and documentation required for the Corporation to calculate applicable taxes under this Agreement, including upon request any information the Corporation requires in relation to the labour component applicable to the Services.
- (b) Subject only to Article 8.8(c), the parties acknowledge that under this Agreement the Corporation is not providing any form of reimbursement, as the term "reimbursement" is used for purposes of sales taxes, value-added taxes or income taxes.
- (c) The parties will treat a reimbursement provided in Article 3.3(f) for a Contributable Standards Change as a reimbursement for purposes of sales taxes, value-added taxes and income taxes.

8.9 Chip Exchange. If:

- (a) the Service Provider closes the Facility or this Agreement expires or is terminated;
- (b) the nominal inventory of Chips for the Facility is decreased in the Computer System but not all the Chips are physically in the control of either BCLC or the Service Provider;
- (c) the Service Provider rebrands the Facility or there is an approved relocation planned for the Facility; or
- (d) the Corporation determines that a Chip exchange is necessary or desirable,

then, at the direction of the Corporation, the Service Provider will collect such classes of Chips Prescribed by the Corporation and, other than under Article 8.9(a), replace them with new Chips in accordance with the procedures set out in the BCLC Standards. The Service Provider is responsible for reimbursing the Corporation for an amount equal to

the total of the face value of all Chips that are lost, stolen, or otherwise unaccounted for and not collected, which amount may be set off against amounts owing to the Service Provider.

8.10 Adjustments and Disputed Amounts.

- (a) The Corporation may include, on any statement of account, a summary of any debits or credits required to the Weekly Amount to reflect advances or other payments previously made in respect of the Weekly Amount and to reflect required adjustments or corrections that have not been recorded on a previous statement of account, and the Weekly Amount will be adjusted accordingly.
- (b) The Corporation may also make other adjustments to the statement of account to reflect the correction of errors on previous statements of account, other provisions in this Agreement, Service Provider initiated *ex-gratia* payments or other adjustments as agreed to in writing by the parties.
- (c) The inclusion of any amount on a statement of account or invoice will not be construed as an acceptance or approval of incomplete or improper Services or any other matter provided by the Service Provider which is not in conformance with the requirements of this Agreement and will not operate to relieve the Service Provider from any of its obligations under this Agreement.

ARTICLE 9 **FINANCIAL ACCOUNTS & RECORDS**

9.1 Accounts and Records. The Service Provider will:

- (a) maintain books of account and records as required by the terms and conditions of this Agreement, the BCLC Standards, or as otherwise Prescribed by the Corporation, and cause such books of account and records to be made available to the Corporation and the Corporation's authorized representatives within a reasonable time and no later than 24 hours from a request by the Corporation or the Corporation's authorized representatives; and
- (b) make available to the Corporation and the Corporation's authorized representatives such information and material as may be required by the Corporation for the purposes of an examination and otherwise co-operate and give such assistance as may be necessary for the Corporation and the Corporation's authorized representatives to carry out their examination,

and the obligations on the part of the Service Provider in this Article 9.1 will survive expiry or earlier termination of this Agreement for a period of seven (7) years.

9.2 Inconsistencies. In the absence of manifest error or unless otherwise agreed by the parties, in the event of any inconsistency between any records generated by the Service Provider or the Computer System, the final record will, in each case, be determined by the information and records generated by the Computer System and the Service Provider is bound thereby and will account to the Corporation on the basis of

information generated by the Computer System. The Corporation will not be liable for any reduction in the Service Provider's remuneration that may directly or indirectly result from any malfunction of the Computer System or Service Provider errors.

ARTICLE 10 **EXAMINATIONS**

- 10.1 Authority to Examine. In addition to any of the Corporation's other rights of examination under this Agreement, the BCLC Standards or Applicable Law, at any time and in the Corporation's discretion, the Corporation and its authorized representatives may conduct physical, logical and electronic examinations, in relation to this Agreement, the Services, Gaming, the Facility, and the Site and in conjunction with such examinations:
- (a) the Service Provider will provide the Corporation and its authorized representatives, at all reasonable times, with unfettered access to the Facility, Gaming Supplies, the common areas of the Site, all of the Services and any other location where the Service Provider carries on business or stores records, and all systems, devices, networks, services, software and information used (currently or in the past) to provide, monitor, protect or operate the Facility, the Gaming Supplies or the Site or to provide the Services;
 - (b) the Corporation may examine, remove for examination and reproduce records (physical or electronic) in the possession of the Service Provider, its affiliates, its subcontractors and their respective Personnel that are associated in any way with the subject of the examination, any information or records required to be provided pursuant to this Agreement or the BCLC Standards, or that relate to the financial health and solvency of the Service Provider;
 - (c) the Corporation may interview and examine all Service Provider's Personnel and all subcontractors and their Personnel, and the Service Provider will make available and cause to be made available all such Personnel, subcontractors and their Personnel as and when requested by the Corporation;
 - (d) during the examination, the Service Provider will grant the Corporation and its authorized representatives access to the Service Provider's records, third party examination reports, systems, facilities, controls, processes, procedures, monitoring and measurement systems;
 - (e) the Service Provider will provide, and cause to be provided, all such information and records as are requested by the Corporation as part of any of its examinations under this Agreement; and
 - (f) the Service Provider will do all such things as requested to assist the Corporation in any and all such examinations.

For clarity, the foregoing does not replace or prevent the exercise of any statutory authority or power that the Corporation or any other governmental authority may have in respect of its examination or compulsion powers.

- 10.2 Examination Results. To the extent that any default, deficiency, failure or error by the Service Provider is discovered under any examination permitted under this Agreement, the Service Provider will promptly remedy such default, deficiency, failure or error at its own cost. Nothing in this Agreement will prevent the Corporation or any governmental authority from exercising any power it may have under any Applicable Law. The Corporation is entitled to use the results of any examination and to disclose the results to any governmental authority as required under Applicable Law.
- 10.3 Third Party Examination and Reporting. No less than once per Operating Year, the Service Provider will have an independent certified professional accounting firm or another independent third party reasonably acceptable to the Corporation conduct such examinations, including audits, assessments or reports, as are required in the BCLC Standards.
- 10.4 Cost. The cost of performing all initial examinations conducted pursuant to Article 10.1 will be borne by the Corporation. In addition, the Service Provider will bear the cost of all follow-up examinations that are reasonably required to ensure that the Service Provider has cured any default, deficiency, failure or error, except to the extent that the Corporation would have incurred such cost for other ordinary course examinations.

ARTICLE 11

MARKETING & PROMOTION

- 11.1 Loyalty Programs. The Service Provider will participate in, support, promote and contribute to the Loyalty Programs that the Corporation Prescribes. The Service Provider will not operate a Promotional Program other than a Loyalty Program Prescribed by the Corporation without prior written consent.
- 11.2 Marketing Programs. The Service Provider may conduct its own Marketing Programs and Contests throughout the Term, and will do so in compliance with the BCLC Standards and Applicable Law.
- 11.3 CASL Compliance. Without limiting the requirements to comply with Applicable Law, the Service Provider will comply with CASL.
- 11.4 Signage. The Service Provider will display only such signage as is permitted by the BCLC Standards or approved by the Corporation, and will install and display such signage as is supplied by the Corporation.
- 11.5 Name of Facility. The Service Provider will not change the name or branding of the Facility without the Corporation's prior written consent.
- 11.6 Cancellation. If, in the opinion of the Corporation, any Contests, Marketing Programs or Promotional Programs operated or managed by the Service Provider might prejudice the integrity or the reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia:

- (a) the Corporation may in writing instruct the Service Provider to cease and desist any such Contests, Marketing Programs or Promotional Programs; and
- (b) the Service Provider will immediately cease and desist any such Contests, Marketing Programs or Promotional Programs.

ARTICLE 12

PROTECTION, USE & DISCLOSURE OF DATA & INFORMATION

- 12.1 Covenant. A Recipient will keep any Confidential Information disclosed to it by the Disclosing Party confidential and not disclose the same to any third party without the prior written consent of the Disclosing Party, and in the case of the Service Provider, will use the Corporation's Confidential Information only for the purpose of performing the Service Provider's obligations under this Agreement. Notwithstanding the foregoing, the Corporation is entitled to disclose any Confidential Information to the Gaming Policy & Enforcement Branch, the Minister of Finance, the Minister responsible for the Corporation or to any other governmental authority as required by Applicable Law or to any other extent reasonably required to enforce the rights and remedies under this Agreement. Further, nothing in this Agreement will prevent the Corporation from disclosing any information which is proprietary to the Corporation under the terms of this Agreement to any party the Corporation may see fit without the prior or any consent of the Service Provider. The Service Provider may disclose Confidential Information to its representatives, advisors and consultants to the extent reasonably required to perform its obligations under this Agreement, provided such persons agree to confidentiality provisions equivalent to those of this Article 12.1. Notwithstanding the above, either party is entitled to disclose any information supplied by the other party if such party is required to disclose such information by court order or by other compulsion of law.
- 12.2 Ownership of Corporation Data. The Service Provider will (a) generate Corporation Data, (b) preserve and maintain all Corporation Data in its possession or under its control, and (c) transfer Corporation Data to the Corporation, all in accordance with the BCLC Standards, as required to comply with this Article 12.2 and in the manner and at the times Prescribed by the Corporation. The Service Provider acknowledges and agrees that the Corporation Data is the sole and exclusive property of the Corporation, and that the use of the Corporation Data is subject to the Corporation's control (even if in the custody of the Service Provider).
- 12.3 SP Surveillance Data. The Service Provider will (a) generate SP Surveillance Data, (b) preserve and maintain all SP Surveillance Data, and (c) provide the Corporation with a copy of such SP Surveillance Data, all in accordance with the BCLC Standards, as required to comply with this Article 12.3 and in the manner and at the times Prescribed by the Corporation. The Corporation acknowledges and agrees that the SP Surveillance Data is the sole and exclusive property of the Service Provider. The Service Provider hereby grants to the Corporation an irrevocable, unconditional, perpetual, non-exclusive, royalty-free right (i) to possess, use, maintain, modify, translate, adapt and display the SP Surveillance Data for any purposes consistent with the Corporation's business and operations and compliance with Applicable Law, including such purposes as the Corporation may, in its discretion, consider necessary or

advisable in connection with the operation, security, maintenance of the Facility, (ii) to distribute and transfer such SP Surveillance Data to any third party, or any governmental authority, (iii) to use the SP Surveillance Data in conducting analysis for the purposes of improving or changing any BCLC Standards, Services, BCLC IP, and (iv) for the purposes of conduct, management and operation of the Facility.

- 12.4 Privacy and Access Laws. The Service Provider acknowledges that all information submitted to the Corporation is subject to the provisions of FIPPA.
- 12.5 Protection of Personal Information and Data. In providing the Services, the Service Provider will only collect, use and disclose Corporation Data, SP Surveillance Data and any other information that is Personal Information in accordance with the terms of this Agreement, BCLC Standards, Applicable Law, and in accordance with the purpose and terms that the Corporation has collected and disclosed such Corporation Data, SP Surveillance Data and any other information that is Personal Information and will comply with the terms of the Privacy Protection Schedule attached to this Agreement as Schedule C (Privacy Protection Schedule). The Service Provider will make commercially reasonable efforts to prevent an Information Security Incident.
- 12.6 Disaster Recovery and Backup. The Service Provider will maintain a disaster recovery and business continuity plan for all technology, operational, financial, human or other resources reasonably required to provide the Services in accordance with the BCLC Standards. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with an executive summary of the Service Provider's then-current version of the disaster recovery and business continuity plan, and will revise it to adequately address concerns that the Corporation raises with the Service Provider. The Service Provider will perform disaster recovery and business continuity tests as required by the BCLC Standards.
- 12.7 Computer System Access. The Service Provider will access the Computer System only in accordance with the BCLC Standards and will not modify, revise or otherwise change, or allow any other person to modify any aspect of the Computer System in any manner that would or would reasonably be expected to interfere with or compromise the systems, infrastructure, architecture, security, integrity, coding or functionality of the Computer System, any data residing on or being processed by the Computer System, or otherwise adversely impact the Corporation. Without limiting the foregoing, the Service Provider will ensure that: (a) access to the Computer System by the SP Systems is only through the network(s) and means specified in the BCLC Standards, and (b) the SP Systems will comply with the BCLC Standards. The Service Provider will comply with any testing, security, controls and production requirements as outlined in the BCLC Standards. The Service Provider will only remove Corporation Data from the Computer System as expressly permitted by the Corporation or the BCLC Standards, and in any event will segregate, physically and logically, all Corporation Data from its own data, including as required by the BCLC Standards. In the event of an Information Security Incident, the Service Provider will follow the procedure set out in the BCLC Standards.

- 12.8 No Disabling Code. The Service Provider represents and warrants that the Services, and all systems, networks, devices or services that provide, monitor, access, or secure the Services including the SP Systems, will not contain any virus, Trojan horse, self-replicating or other computer instructions that may: (a) alter, destroy, inhibit or discontinue the Corporation's effective receipt of the Services, BCLC IP or any Corporation Data, (b) erase, destroy, corrupt or modify any data, programs, materials or information used by the Corporation or its users, (c) store any data, programs, materials or information on the Corporation's computers, including the computers of its users, (d) bypass any internal or external security measure to obtain access to the Corporation's resources, or (e) introduce software, code, routine, program or similar material prohibited in the BCLC Standards.
- 12.9 Data Examinations. In addition to the Corporation's other examination rights under this Agreement, examiners may conduct on-site, physical, and logical security reviews, vulnerability testing and disaster recovery testing for the SP Systems containing or accessing the Computer System, Corporation Data or BCLC IP, and otherwise examine the Service Provider's operations for compliance with requirements set out in this Agreement and the BCLC Standards. If vulnerabilities are identified, the Service Provider will (a) promptly document and implement a mutually agreed-upon remediation plan, (b) upon the Corporation's request, provide the Corporation with the status of the implementation, and (c) otherwise comply with any requirements of the BCLC Standards. The Corporation is not responsible for any harm that results from these examinations.
- 12.10 Notice & Examination. The Service Provider will immediately give notice to the Corporation of any actual or suspected security breach of, or unauthorized or suspicious access to, the Service Provider's systems, devices, software, services or networks or the Computer System as required by the BCLC Standards, including an Information Security Incident, and will provide the Corporation with all such access and information as the Corporation requests in an examination, and will take all such steps as the Corporation requires to rectify such actual or suspected security breach or access.
- 12.11 Vulnerability Testing. Without limiting the application of any required vulnerability testing or assessment set out in the BCLC Standards, the Service Provider will assess and remediate the vulnerabilities of the Service Provider's systems, devices, software, networks or services (including the SP Systems and those of any subcontractor) that could compromise the data, systems, or critical functioning of the information technology infrastructure of the Service Provider, the Corporation, the Computer System, or their respective users, Players, clients or customers or that impacts the Service Provider's external-facing, internal or partner environments or the Services, as required by the BCLC Standards.

ARTICLE 13

INTELLECTUAL PROPERTY

- 13.1 BCLC IP. All BCLC IP is and will be owned exclusively by the Corporation. The Service Provider hereby irrevocably and unconditionally assigns, transfers and conveys and will cause its Personnel and subcontractors and their Personnel to irrevocably and

automatically assign, transfer and convey to the Corporation, in each case without additional consideration, all right, title and interest throughout the world in and to the BCLC IP when the Service Provider (or its Personnel or subcontractors or their Personnel) acquires, conceives, creates, develops or first reduces to practice the BCLC IP. The Service Provider will cause its Personnel and subcontractors and their Personnel to irrevocably and unconditionally waive, to the extent permitted by Applicable Law, any claims they may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to any BCLC IP.

- 13.2 Licence of BCLC IP. Subject to the Service Provider's compliance with all of the terms and conditions of this Agreement, the Corporation hereby grants to the Service Provider a royalty-free, non-transferable and non-exclusive right and license to use the BCLC IP, during the Term, without any further right to sub-license, solely as necessary to perform its obligations under this Agreement and for no other purpose. The Service Provider agrees, now and hereafter, not to challenge the ownership or validity of any of the BCLC IP, including the Corporation Data.
- 13.3 Licensed IP. The Corporation will in writing advise the Service Provider of requirements of third party agreements and licenses pertaining to the use of Licensed IP. The Service Provider will conduct itself in such a manner that allows the Corporation to fulfill its obligations and maintain its good standing in respect of any third party agreements and licenses pertaining to the use of the Licensed IP, and the Service Provider will comply with covenants and obligations under such third party agreements and licenses as if it were an original signatory thereto.
- 13.4 Use of Trademarks. During the Term, the Service Provider may use such trademarks of the Corporation as the Corporation may approve in the BCLC Standards or otherwise in writing (the "**Approved Corporation Trademarks**"), and the Corporation may use such trademarks of the Service Provider as the Service Provider may approve in writing (the "**Approved Service Provider Trademarks**"), for the sole purposes of advertising or promoting the Facility, in each case subject to and in accordance with this Article 13. For the avoidance of doubt, the Service Provider may not use any trademarks of the Corporation other than Approved Corporation Trademarks and the Corporation may not use any trademarks of the Service Provider other than Approved Service Provider Trademarks.
- 13.5 Standards for Trademarks. The Service Provider may not use the Approved Corporation Trademarks except in accordance with such style guidelines as are set forth in the BCLC Standards or as the Corporation may otherwise Prescribe and, without limiting the generality of the foregoing, will clearly indicate in all advertising that the Approved Corporation Trademarks are owned by the Corporation and used with the Corporation's permission. The Service Provider will not, directly or indirectly, advertise, exploit, promote or otherwise deal with any of the Approved Corporation Trademarks in any manner that might adversely affect the goodwill attaching to and symbolized by such trademarks. In addition to the foregoing, each party agrees, in respect of the other party's trademarks, to fully and promptly comply with any instructions or directions regarding the use, appearance, location, size, context, cessation or similar matter of the other party's trademarks when provided by the other party. Without limiting the

application of the other provisions of this Article 13.5, the licensee of the other party's trademarks will not remove, alter, obscure or otherwise change any proprietary notice affixed by such party to its materials.

- 13.6 Goodwill. All goodwill in the Approved Corporation Trademarks will accrue to the Corporation. All goodwill in the Approved Service Provider Trademarks will accrue to the Service Provider. At no time during or after the term of this Agreement will the Service Provider challenge or assist others to challenge the trademarks, service marks or trade names of or claimed by the Corporation or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to those of the Corporation.

ARTICLE 14 **EMPLOYMENT & TRAINING**

- 14.1 Engagement of Personnel. The Service Provider will engage such Personnel as may be necessary to provide the Services, provided that in the engagement of such Personnel, the Service Provider will:
- (a) engage or employ only such Personnel as are trained, competent and otherwise satisfy the standards and qualifications Prescribed by the Corporation;
 - (b) ensure such Personnel are registered, licensed and approved as required by Applicable Law; and
 - (c) maintain exclusive supervision and control over the Personnel engaged or employed directly or indirectly by the Service Provider to provide the Services, and exercise exclusive responsibility and authority for hiring, supervising, directing, compensating, disciplining, terminating and administering such Personnel, and costs related thereto, provided that the Service Provider complies with the applicable provisions of this Agreement.
- 14.2 Supervisory Personnel. The Service Provider will appoint competent supervisory Personnel and will require attendance by sufficient supervisory Personnel at the Facility at all times while open to the public.
- 14.3 Cooperation with Other Contractors. The Service Provider will cooperate with other contractors and subcontractors of the Corporation.
- 14.4 Obligations of Service Provider. The Service Provider is exclusively responsible for and will comply with:
- (a) all obligations as employer of Personnel employed by the Service Provider to provide the Services, including payment of all wages, salaries and benefits and deduction and remittance of all statutory withholdings for income tax, employment insurance and Canada Pension Plan, payment of Workers' Compensation Board assessments and the like; and

- (b) all obligations of the Service Provider to Personnel under contracts with independent contractors retained by the Service Provider to provide the Services, including payment of service fees, sales, services or value added tax and any other fees or taxes associated therewith.

14.5 Standard Training Programs. The Service Provider will ensure that, in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, all Personnel successfully complete required training programs, including updated or remedial training.

14.6 Remedial Training Programs. In the event of a Material Breach:

- (a) the Corporation may require that the Service Provider and all Personnel successfully complete a remedial training program and all such Personnel must cooperate in, participate in, fully and satisfactorily complete such remedial training program;
- (b) such training will be completed at the cost of the Service Provider; and
- (c) the Corporation will invoice the Service Provider for costs incurred by the Corporation for such training and the Service Provider must promptly pay such invoice.

14.7 Appointment of Compliance Officer. The Service Provider will appoint a compliance officer approved by the Corporation. The compliance officer will report directly to a senior officer of the Service Provider in a position approved by the Corporation, which position may include the chief executive officer, the chief operating officer, the board chair or, if Prescribed by the Corporation, the equivalent senior officer of a direct or indirect owner of the Service Provider. The compliance officer will hold the qualifications, certifications and experience Prescribed in the BCLC Standards. The compliance officer's duties will include the following:

- (a) monitoring compliance of the Service Provider, its Personnel, subcontractors and their Personnel with the BCLC Standards, the Game Conditions and Applicable Law;
- (b) liaising with the Corporation; and
- (c) organizing attendance at remedial training.

ARTICLE 15 **INSURANCE**

15.1 Insurance. The Service Provider will purchase and maintain such policies of insurance as reasonably Prescribed by the Corporation and will deliver satisfactory proof of such insurance to the Corporation upon request and as soon as reasonably practicable after any material change to such policies of insurance.

ARTICLE 16
REPRESENTATIONS & WARRANTIES

16.1 Representations and Warranties. The Service Provider represents, warrants and covenants to the Corporation that:²

- (a) The Service Provider is a company duly organized and validly existing under the laws of British Columbia and has full power and capacity to perform all its obligations in this Agreement and in all other documents, instruments and agreements required to be executed and delivered by the Service Provider pursuant to this Agreement;
- (b) if a partnership, the Service Provider is a [] partnership duly created and validly existing under the [] and has full power and capacity to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider to this Agreement, and the general partner of the Service Provider is a [] duly organized and validly existing under the laws of [], has been duly appointed general partner of the Service Provider, and has full power and capacity to perform both its own obligations and those of the Service Provider on the Service Provider's behalf in this Agreement and in all other documents, instruments and agreements required to be executed and delivered pursuant to this Agreement;
- (c) the execution and delivery of this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider, and the general partner of the Service Provider, if applicable, pursuant to this Agreement have been duly authorized by all necessary action, have been duly executed and delivered and constitute legal, valid and binding obligations of the Service Provider enforceable in accordance with their terms and do not contravene or violate (i) any provision of its constating documents, (ii) any Applicable Law or any other Person's rights;
- (d) the information set out in Schedule B (Service Provider Ownership Information) is true and correct and, except as set out in Schedule B (Service Provider Ownership Information), there is as at the date of this Agreement no outstanding offer, agreement or other arrangement pursuant to which:
 - (i) any Person is entitled to subscribe for or take by means of transfer or by conversion any form of investment, security or voting rights in the Service Provider or, if applicable, the general partner of the Service Provider; or
 - (ii) if applicable, the partnership agreement governing the Service Provider will be amended;

² Representations and warranties to be customized to ownership structure of Service Provider.

- (e) the Service Provider, and, if applicable, the general partner of the Service Provider, and all Persons who control or have a Significant Interest in the Service Provider, and if applicable, the general partner of the Service Provider, are eligible for registration as gaming services providers under the *Gaming Control Act*;
- (f) the Service Provider is a registered gaming services provider under the *Gaming Control Act*, and will maintain such registration throughout the Term;
- (g) all Personnel who are required by Applicable Law to be registered as gaming workers are registered and will maintain such registrations throughout the Term;
- (h) all Personnel have and will maintain throughout the Term all skills, qualifications, expertise and experience necessary to perform the Services with a high degree of quality, consistent with industry standards applicable to top tier providers of similar services and otherwise in accordance with the terms of this Agreement;
- (i) the Service Provider has no knowledge of any material fact or matter not disclosed to the Corporation by the Service Provider that, if known by the Corporation, might reasonably be expected to deter the Corporation from entering into this Agreement or completing the transactions contemplated in this Agreement or that might materially adversely affect the ability of the Service Provider to perform its obligations under this Agreement;
- (j) without limiting the representation in Article 16.1(i), the Service Provider is itself, or is through subcontracting or other arrangements, fully capable of participating in the Loyalty Programs and other Promotional Programs, including providing for redemption by Players for food and beverage products at the Facility;
- (k) the Service Provider either is the registered and beneficial owner of, or has an exclusive lease in respect of, the Site; and
- (l) no Event of Default has occurred.

ARTICLE 17

TRANSFER, SALE & ASSIGNMENT

17.1 Definitions. For the purpose of this Article 17:

- (a) a Person is an "**associate**" of another Person if:
 - (i) one is a corporation of which the other is an officer or director;
 - (ii) one is a corporation that is controlled by the other or by a group of Persons of which the other is a member;
 - (iii) one is a partnership of which the other is a partner;
 - (iv) one is a trust of which the other is a trustee or a beneficiary or an associate of either;

- (v) one is a relative, including a spouse, of the other or a relative of the other spouse, if the relative has the same home as the other;
 - (vi) both are corporations controlled by the same Person;
 - (vii) both are members of a voting trust that relates to voting shares of the Service Provider; or
 - (viii) both, in the reasonable opinion of the Corporation, are parties to an agreement or arrangement the purpose of which is to require them to act in concert with respect to their interests, direct or indirect, in the Service Provider, or they are otherwise acting in concert with respect to those interests;
- (b) **"control"** means control in any manner that results in control in fact, whether directly through the ownership of securities or indirectly through a trust, an agreement or arrangement, the ownership of any body corporate or otherwise, and, without limiting the generality of the foregoing:
- (i) a body corporate is controlled by a Person if:
 - (A) securities of the body corporate to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person, and the votes attached to those securities are sufficient, if exercised, to elect the majority of the directors of the body corporate; or
 - (B) the body corporate is a publicly traded company and securities of the body corporate to which are attached more than ten per cent (10%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person unless that Person gives notice to and satisfies the Corporation that the Person does not in fact control the body corporate; or
 - (ii) a partnership or unincorporated organization is controlled by a Person with an ownership interest therein representing more than ten per cent (10%) of the assets of the partnership or organization or such ownership interest is held, by or for the benefit of that Person;
- (c) **"corporation"** includes a body corporate, partnership and unincorporated organization; and
- (d) **"ownership interest"** means an interest in a corporation under all circumstances or under some circumstances that have occurred and are continuing, and includes a security currently convertible into such an interest and currently exercisable options and rights to acquire such an interest or such a convertible security.

17.2 Assignment. No transfer, sale, assignment or other disposition of this Agreement, or the rights hereunder, whether contingent, absolute or otherwise by the Service Provider is valid without first obtaining the consent of the Gaming Policy & Enforcement Branch, and thereafter, obtaining the prior written consent of the Corporation. Any consent of the Corporation may be subject to conditions Prescribed by the Corporation, and any such transfer, sale, assignment or other disposition will only be effective upon compliance with such conditions. Any transfer, sale or assignment or other disposition of this Agreement or of the rights hereunder whether contingent, absolute or otherwise by the Service Provider without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation. Notwithstanding the foregoing, the Service Provider may not transfer or assign any of its rights or obligations under this Agreement to anyone who is not registered as a gaming services provider under the *Gaming Control Act*.

17.3 Ownership Constraint.

- (a) No Person will hold, beneficially own or control, either directly or indirectly, ownership interests in the Service Provider which, in the aggregate, are five per cent (5%) or more of the total ownership interests in the Service Provider (referred to in this Article 17 as a "**Significant Interest**"), unless the Person first obtains the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation; and
- (b) a Person who holds, beneficially owns or controls, either directly or indirectly, a Significant Interest will not:
 - (i) dispose, in any manner whatsoever, of any portion of such Significant Interest; or
 - (ii) acquire, in any manner whatsoever, a greater Significant Interest,
 if such disposition or acquisition would result in a change of control of the Service Provider, unless the Person has first obtained the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation, to such disposition or acquisition.

Any consent of the Corporation under this Article 17.3 may be subject to conditions Prescribed by the Corporation, and no Person will hold, beneficially own or control, either directly or indirectly, a Significant Interest except in compliance with such conditions and any such disposition or acquisition will only be effective upon compliance with such conditions.

For the purposes hereof, each Person who is a member of a group of Persons all of whom are associates of each other will each be deemed to beneficially own all ownership interests of the Service Provider which are collectively held, beneficially owned or controlled, either directly or indirectly, by the members of such group.

For the purposes of this Article 17, the requirements of this Article 17.3 are, together, the "**Ownership Constraint**".

17.4 Amend Corporate/Governing Documents. If the Service Provider is a corporation, the Service Provider will as soon as practicable and in any event within 180 days of the Effective Date amend its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document so as to adopt the Ownership Constraint (defined in Article 17.3), as well as such ancillary provisions required to enable the Service Provider to enforce the Ownership Constraint, to provide for the following:

- (a) the Service Provider will not issue or register the transfer of any ownership interest in the Service Provider if to the knowledge of the Service Provider such issue or transfer will contravene the Ownership Constraint;
- (b) the Service Provider will, upon acquiring knowledge of any contravention of the Ownership Constraint by a holder of an ownership interest:
 - (i) promptly notify the Corporation;
 - (ii) suspend all voting and participation rights attached to such ownership interest in the Service Provider (to the extent permitted by Applicable Law); and
 - (iii) not distribute any funds that may be payable or become payable to the ownership interest until such contravention is remedied; and
- (c) if any holder of an ownership interest is in contravention of the Ownership Constraint, the Service Provider will immediately provide written demand to such holder to remedy the contravention, and if such holder fails to remedy the same within thirty (30) days following receipt of written demand therefor from the Service Provider, the Service Provider will forthwith take all reasonable steps available at law to cause such holder to sell or purchase equitable interests in the Service Provider as required in order to remedy such contravention,

and the Service Provider will comply with the foregoing requirements of Articles 17.4(a) to 17.4(c) whether or not the Service Provider has amended its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document.

17.5 Observe and Comply. Following the amendments referred to in Article 17.4 to the articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing or constating document of the Service Provider becoming effective, the Service Provider will duly observe and comply with all such provisions and provide the Corporation upon request with any information it may reasonably request in order to monitor such compliance.

17.6 Holders of Significant Interest. The Service Provider represents and warrants that every Person holding a Significant Interest is fully and accurately set out in Schedule B

(Service Provider Ownership Information). The Corporation acknowledges and agrees that the Significant Interests as set out in Schedule B (Service Provider Ownership Information) have been consented to by the Corporation. The Service Provider will not permit any Person to beneficially own or control, directly or indirectly, acquire or dispose of a Significant Interest without the prior consent of the Corporation as required by this Article 17.

- 17.7 Secured Interests. The Service Provider may, subject to first obtaining the written consent of the Corporation, grant a security interest in the Service Provider's interest in this Agreement to a bank under the *Bank Act (Canada)* or other lender approved in writing by the Corporation (hereinafter called the "**Secured Party**") and on such terms and conditions approved in writing by the Corporation provided that such approval will in no manner whatsoever:
- (a) prevent the Corporation from exercising its rights and remedies under this Agreement as against the Service Provider in the event the Service Provider is in default of this Agreement; or
 - (b) authorize or permit the Secured Party to provide the Services to the Corporation in the place of the Service Provider other than with the express written consent of the Corporation and on such terms and conditions as may be Prescribed by the Corporation.
- 17.8 Security Interest. As collateral and security for the performance of its obligations under this Agreement and such other obligations as Prescribed by the Corporation, the Service Provider grants to the Corporation a security interest in the Revenue, the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies, and any proceeds thereof, and agrees that the Corporation may register financing statement(s) or other registrable instrument(s) in any applicable personal property registry or other registry to perfect the security interest granted in favour of the Corporation, and the Service Provider will cooperate with the Corporation and execute all instruments and documents required by the Corporation in furtherance of the foregoing. To the extent permitted by Applicable Law, the Service Provider irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under applicable personal property security statutes by or on behalf of the Corporation in respect of this Agreement or any other security agreement.
- 17.9 Security and Priority Agreements. At the Corporation's request, the Service Provider will execute and deliver such security as the Corporation deems necessary or desirable, in form and substance satisfactory to the Corporation in its discretion, to secure the Corporation's interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies. At the request of the Corporation, the Service Provider will use commercially reasonable efforts to cause any other party having an interest in the asset or other property of the Service Provider to execute and deliver agreements granting

priority in favour of the Corporation's security interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, its Confidential Information, the BCLC IP and the Gaming Supplies. The Corporation may make obtaining such agreements a condition of providing a consent under this Article 17.

- 17.10 Assignment of Interest. If the Corporation has consented to the grant of a security interest over the Service Provider's interest in this Agreement pursuant to Article 17.7 then, in the event the Service Provider is in default of the security interest of the Secured Party, the Corporation will, upon the legal request of the Secured Party, permit the assignment of the Service Provider's interest in this Agreement, subject to first obtaining the written approval of the Corporation, to a Person approved by the Corporation and on such terms and conditions approved by the Corporation. Any such assignment will require the assignee service provider to enter into an amendment to this Agreement, which would, in the Corporation's discretion, bring the terms of this Agreement current with the requirements of the Corporation for issuance of service agreements to new service providers. No assignment of the Service Provider's interest in this Agreement will prevent the Corporation from otherwise exercising its rights and remedies under this Agreement.
- 17.11 Notice and Costs of Request for Consent. The Service Provider will provide at least thirty (30) business days' notice, or such longer period for notice as may be set out in the BCLC Standards, to the Corporation of any proposed change that would require the Corporation's consent under this Article 17, such notice to be accompanied by the material and information set out in the BCLC Standards. If the Service Provider provides less than thirty (30) business days' notice (including the provision of the accompanying material and a proposed replacement for Schedule B (Service Provider Ownership Information)), or such longer period for notice as may be set out in the BCLC Standards, for any request for consent pursuant to this Article 17, the Service Provider will pay the Corporation's reasonable internal administrative and personnel costs and all reasonable third party costs in connection with considering any such request. The Corporation will invoice the Service Provider for any amounts owing under this Article 17.11 and the Service Provider will promptly pay such amount to the Corporation. If the Service Provider provides less than fifteen (15) business days' notice of any request for consent or if, after making a request for consent, the Service Provider requests a consent within a shortened period of time, the Corporation will not be required to consider the request and, at its discretion, may not consent to the request on the basis that inadequate time was provided for the Corporation to consider the request. The Corporation will not be liable to the Service Provider for any loss arising from any failure or refusal of the Corporation to provide or consider any particular consent requested under this Article 17.
- 17.12 Changes of Directors and Officers. The Service Provider will give notice to the Corporation of any changes in its board of directors or officers within five (5) days of such change.
- 17.13 Updated Schedule B (Service Provider Ownership Information). The Service Provider will, with the Corporation's consent, update Schedule B (Service Provider Ownership

Information) as required to be true and complete. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with a certificate confirming that Schedule B (Service Provider Ownership Information), as may be updated pursuant to this Article 17.13, is true and complete.

ARTICLE 18

SUBCONTRACTORS

- 18.1 Prior Written Consent. The Service Provider will not subcontract any Services relating to cash operations, live table dealers, security or surveillance without the prior written consent of the Corporation. Any subcontracting of such Services without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation.
- 18.2 Responsibility for Subcontractors. The Service Provider is responsible to the Corporation for the performance of all subcontractors and will require the subcontractors to perform their services in accordance with the terms and conditions of this Agreement. The Service Provider is fully responsible to the Corporation for acts and omissions of subcontractors and their Personnel and of any other Persons directly or indirectly engaged by them.

ARTICLE 19

MATERIAL CONTRACTS

- 19.1 Definition of Material Contracts. For the purposes of this Article 19, "**Material Contracts**" includes the following:
- (a) leases of the Site, or any portion thereof, and any modifications, extensions or renewals thereof;
 - (b) financing, borrowing and related security contracts and instruments;
 - (c) contracts and instruments for the acquisition, sale or lease of security or surveillance systems, information technology systems, including the SP Systems, or equipment or any portion thereof, that has been or is intended to be installed and operated in or about the Facility;
 - (d) any trust, shareholders or partnership agreement or options to acquire any interest in the Service Provider; and
 - (e) any other contracts Prescribed by the Corporation as being material to its conduct, management and operation of Gaming at the Facility,

whether or not such Material Contracts are those of the Service Provider or of any Person in which the Service Provider directly or indirectly holds an interest.

- 19.2 Notice of Material Contracts. The Service Provider will provide the Corporation with notice of all Material Contracts, including the effective date of the contract, the legal names of the contracting parties and subject matter of the contract, as follows:
- (a) in the case of Material Contracts executed prior to the Effective Date, within ten (10) business days of the Effective Date;
 - (b) in the case of Material Contracts to be executed after the Effective Date, at least ten (10) days prior to the execution thereof; and
 - (c) in any case, within ten (10) days of receiving a written request from the Corporation.
- 19.3 Provision of Material Contracts. The Service Provider will provide the Corporation with true copies of any Material Contracts within ten (10) days of receiving a written request from the Corporation. At any time, the Corporation may contact any landlord, lender, holder of Significant Interest, or Secured Party of the Service Provider or any of its affiliates and request records and information relating to that party's relationship or Material Contracts with the Service Provider.

ARTICLE 20

DEFAULT

- 20.1 Default Notice. In the event of a Compliance Breach or Material Breach, the Corporation may give a Default Notice to the Service Provider. The Default Notice will stipulate the nature of the Compliance Breach or Material Breach, steps required to cure the Compliance Breach or Material Breach and the date on which the Compliance Breach or Material Breach must be cured, provided that if a date is not stipulated in the Default Notice by which the Compliance Breach or Material Breach must be cured the deemed date will be 30 days following the date of the Default Notice.
- 20.2 Cure by Service Provider. The Service Provider will cure all Compliance Breaches and Material Breaches by the date or deemed date in the Default Notice. If the Compliance Breach or Material Breach cannot be cured within the date stipulated in the Default Notice, the Service Provider may cure the Compliance Breach or Material Breach within such longer period of time as may be agreed by the Corporation to cure the Compliance Breach or Material Breach with exercise of commercially reasonable efforts provided that:
- (a) the continued Compliance Breach or Material Breach is not, in the reasonable opinion of the Corporation, prejudicial to the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia; and
 - (b) the Service Provider is, in the reasonable opinion of the Corporation, exercising commercially reasonable efforts to cure the Compliance Breach or Material Breach and continues to exercise such efforts until the Compliance Breach or Material Breach has been cured by the Service Provider.

- 19.2 Notice of Material Contracts. The Service Provider will provide the Corporation with notice of all Material Contracts, including the effective date of the contract, the legal names of the contracting parties and subject matter of the contract, as follows:
- (a) in the case of Material Contracts executed prior to the Effective Date, within ten (10) business days of the Effective Date;
 - (b) in the case of Material Contracts to be executed after the Effective Date, at least ten (10) days prior to the execution thereof; and
 - (c) in any case, within ten (10) days of receiving a written request from the Corporation.
- 19.3 Provision of Material Contracts. The Service Provider will provide the Corporation with true copies of any Material Contracts within ten (10) days of receiving a written request from the Corporation. At any time, the Corporation may contact any landlord, lender, holder of Significant Interest, or Secured Party of the Service Provider or any of its affiliates and request records and information relating to that party's relationship or Material Contracts with the Service Provider.

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- 20.1 Default Notice. In the event of a Compliance Breach or Material Breach, the Corporation may give a Default Notice to the Service Provider. The Default Notice will stipulate the nature of the Compliance Breach or Material Breach, steps required to cure the Compliance Breach or Material Breach and the date on which the Compliance Breach or Material Breach must be cured, provided that if a date is not stipulated in the Default Notice by which the Compliance Breach or Material Breach must be cured the deemed date will be 30 days following the date of the Default Notice.
- 20.2 Cure by Service Provider. The Service Provider will cure all Compliance Breaches and Material Breaches by the date or deemed date in the Default Notice. If the Compliance Breach or Material Breach cannot be cured within the date stipulated in the Default Notice, the Service Provider may cure the Compliance Breach or Material Breach within such longer period of time as may be agreed by the Corporation to cure the Compliance Breach or Material Breach with exercise of commercially reasonable efforts provided that:
- (a) the continued Compliance Breach or Material Breach is not, in the reasonable opinion of the Corporation, prejudicial to the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia; and
 - (b) the Service Provider is, in the reasonable opinion of the Corporation, exercising commercially reasonable efforts to cure the Compliance Breach or Material Breach and continues to exercise such efforts until the Compliance Breach or Material Breach has been cured by the Service Provider.

- 20.3 Corporation's Right to Cure. Without limiting any other rights or remedies of the Corporation, in the event of a Compliance Breach or Material Breach, the Corporation may, at its discretion, cure the Compliance Breach or Material Breach at the Service Provider's expense and invoice the Service Provider for such expense.
- 20.4 Withholding for Event of Default. Without limiting any other rights or remedies of the Corporation, upon the occurrence of an Event of Default, with five (5) business days' notice the Corporation may, without limiting the Service Provider's obligations and liabilities under this Agreement, withhold ten per cent (10%) of the Weekly Commissions payable to the Service Provider under this Agreement. The Corporation will release such withholding at such time as the Event of Default is cured or such earlier time that the Corporation determines that the withholding is no longer required.
- 20.5 Services to Continue. The Service Provider may not, under any circumstances (including a Payment Dispute or non-payment of disputed amounts), cease to provide the Services, except as expressly provided for in this Agreement, including while a dispute (including any ADR Dispute) is being resolved, regardless of whether remedies are enforced, provided that such obligation to continue to perform the Services is without prejudice to the right to dispute the relevant matter in accordance with the provisions of this Agreement.
- 20.6 Equitable Remedies. Each party acknowledges and agrees that:
- (a) a breach or threatened breach by either party of any of its obligations under this Agreement, and in particular Article 12 (Protection, Use & Disclosure of Data & Information), Article 13 (Intellectual Property) and Schedule C (Privacy Protection Schedule) would give rise to irreparable harm to the other party for which monetary damages may not be an adequate remedy;
 - (b) if a breach or a threatened breach by such party of any such obligations occurs, or if either party feels it is necessary to obtain any emergency or provisional remedy to protect its rights, the other party will, in addition to other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to:
 - (i) post a bond or other security, or
 - (ii) prove actual damages or that monetary damages will not afford an adequate remedy;
 - (c) it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Article 20; and

- (d) this Article 20.6 will apply notwithstanding that a dispute is subject to the ADR Procedure in accordance with Article 21 (Alternative Dispute Resolution for ADR Disputes).

ARTICLE 21 ALTERNATIVE DISPUTE RESOLUTION FOR ADR DISPUTES

- 21.1 ADR Dispute. Any ADR Dispute may at either party's option be resolved in accordance with this Article 21 (the "**ADR Procedure**"). An ADR Dispute will follow all steps set out in this Article 21, unless indicated otherwise for an ADR Dispute in Appendix A of the BCLC Services Manual or otherwise Prescribed by the Corporation. Notwithstanding the foregoing, all other disputes relating to this Agreement, including disputes that are partly an ADR Dispute and partly a dispute that is not an ADR Dispute, are not subject to the ADR Procedure.
- 21.2 ADR Dispute Notice. When an ADR Dispute occurs either party may give notice of the ADR Dispute ("**ADR Dispute Notice**") to the other party to the ADR Dispute setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought, and the parties to the ADR Dispute will use all reasonable efforts to resolve the ADR Dispute in accordance with the ADR Procedure.
- 21.3 Step One - Facility Level. For ADR Disputes, the parties will each designate an individual in a senior capacity at the Facility level, or that individual's designate, to act as a representative under this ADR Procedure (the "**Party Representative**"). Any such ADR Dispute will be referred to the Party Representatives for resolution.
- 21.4 Step Two - Senior Management. If the Party Representatives fail to resolve the ADR Dispute within five (5) business days after delivery of the ADR Dispute Notice, or for ADR Disputes relating to MIR Events or Payment Disputes, the ADR Dispute will be referred for resolution to the individual responsible for the Facility at the Corporation at the Director level, and the Chief Financial Officer for the Service Provider ("**Senior Management**") or to such other officers or managers as any party may by notice to the other party specify for such purpose.
- 21.5 Step Three - CEO. If Senior Management fails to resolve the ADR Dispute within seven (7) business days after the ADR Dispute has been referred to them, the Service Provider's President or equivalent senior officer will attend the head offices of the Corporation to discuss the ADR Dispute with the Corporation's CEO or designate.
- 21.6 Step Four - Non-Binding Referee.
- (a) If the Service Provider's President and the Corporation's CEO or designate fail to resolve the ADR Dispute within ten (10) business days after the ADR Dispute has been referred to them, either party may in writing initiate the appointment of a referee (the "**Referee**") who will render a non-binding decision with respect to the ADR Dispute. The Referee will be selected as follows:
- (i) either party may within ten (10) business days after the written initiation of the appointment of a referee submit to the other party in writing the names

of three (3) acceptable candidates for Referee who are immediately available to perform the role of Referee in either Metro Vancouver or Kamloops, British Columbia; and

- (ii) if the parties have not agreed upon a Referee within five (5) business days after a submission of names by a party as provided above, then either party may request that the Referee be selected pursuant to the Rules of the British Columbia International Commercial Arbitration Centre, for that purpose only.

A candidate will be disqualified to act as a Referee if such candidate refuses to execute a confidentiality agreement.

- (b) The Referee's fees, disbursements and other costs will be shared equally by the parties. Within five (5) business days after the selection of the Referee, the parties will each submit to the Referee and the other party a copy of the ADR Dispute Notice, a complete list of the issues in ADR Dispute, the remedies sought, and a list of documents and any other information they believe relevant to the ADR Dispute. The Referee may in the course of the examination:

- (i) require the other party to supply or prepare for examination by the Referee and the other party, any document or other information the Referee considers necessary;
- (ii) examine the Facility or Services giving rise to the ADR Dispute;
- (iii) convene meetings of the parties to discuss the issues in dispute in the presence of the Referee; and
- (iv) take evidence from such witnesses and experts, as the Referee may deem appropriate.

The Referee will provide a written report setting out the Referee's decision.

- (c) If neither party disputes the Referee's decision, the Referee's decision will be binding on the parties. If either party disputes the Referee's decision, the disputing party will give notice to the other party within ten (10) business days after receipt of the Referee's report setting out fully the reasons for disagreeing with the Referee ("**Referee Dispute Notice**"). After delivery of a Referee Dispute Notice, the ADR Dispute may be determined in a court of competent jurisdiction and the parties are entitled to seek any other legal remedies available to them pursuant to Applicable Law and this Agreement. The parties agree that the Referee's report, findings of the Referee and any without prejudice settlement offers made by either party are intended to be subject to settlement privilege and not intended to be admissible in any court proceeding relating to resolution of the dispute by the court.

21.7 No Relief of Obligations. Pursuit of the resolution of an ADR Dispute under any part of this Article 21 does not relieve the Service Provider of its responsibility to ensure

continued and timely performance of the Services. Pending resolution of the ADR Dispute the Service Provider will comply with all requirements Prescribed by the Corporation in relation to the continued and timely performance of the Services.

ARTICLE 22

INCREASED MONITORING

22.1 Increased Monitoring. If:

- (a) an Event of Default occurs; or
- (b) the Service Provider's reports and other documentation submitted include reporting errors on more than three (3) occasions in any rolling twelve (12) consecutive month period,

without prejudice to any other right or remedy available to the Corporation, the Corporation may increase its monitoring and examinations of the performance by the Service Provider under this Agreement and carry out any increased monitoring or examinations which it reasonably requires for a period of up to 180 days. The Service Provider will reimburse the Corporation for all reasonable costs and expenses incurred by the Corporation in carrying out such additional increased monitoring or examinations and in particular, will reimburse the Corporation \$500 per day per Corporation employee or independent contract personnel (increased each year after the second Operating Year for cost of living at the Corporation's discretion) and for all third party costs and expenses utilized in such increased monitoring or examinations, within ten (10) business days after the Corporation delivers an invoice to the Service Provider for such amounts.

ARTICLE 23

STEP-IN RIGHTS

23.1 Step-In. If:

- (a) an Event of Default occurs and the Services are suspended pursuant to Article 24 (Suspension); or
- (b) an Event of Default occurs and the Corporation gives notice to the Service Provider of the steps and actions it considers appropriate to mitigate, rectify and protect against the consequences of such Event of Default and to ensure performance of the Services to meet the requirements of this Agreement (or as close as possible to those requirements as the circumstances permit) and the Service Provider either:
 - (i) does not confirm, within five (5) business days of such notice, or such shorter period as is appropriate in the case of an emergency, that it is willing to take such steps and actions as are required in the notice or does not within such five (5) business days present an alternative plan that the Corporation may, within a further five (5) business days, accept or reject, acting reasonably; or

- (ii) fails to take the steps referred to or required in such notice or accepted alternate plan within such time as set out in such notice or accepted alternate plan or within such time as the Corporation, acting reasonably, will stipulate,

then the Corporation may take such steps as it considers necessary or expedient to mitigate, rectify or protect against the Event of Default either by itself or by engaging any third party service provider to take any such steps, which may include the Corporation or any third party service provider performing any of the Services (including suspended Services).

- 23.2 Alternative Service Provider Authorization and Release. If the Corporation or any third party service provider performs any of the Services (including suspended Services), the Service Provider hereby authorizes and directs the Corporation and all third party service providers to provide such Services (including suspended Services), in accordance with the Service Provider's obligations under this Agreement, on its behalf and as its agent, and hereby confirms and ratifies the acts (save and except unlawful acts) of the Corporation and the third party service provider to the extent those acts are in accordance with the Service Provider's obligations under this Agreement. The Service Provider hereby releases and forever discharges the Corporation and any third party service provider who performs any of the Services (including suspended Services) from any Claim whatsoever for any act performed in accordance with this Article 23 or for any alleged neglect or default in the course of any act performed pursuant to this Article 23.
- 23.3 No Release of Responsibilities. The exercise by the Corporation of any of its rights under this Article 23 will not reduce or affect in any way the Service Provider's responsibilities under this Agreement.
- 23.4 Costs. The Service Provider will pay the Corporation the amount of all direct costs and expenses reasonably incurred by the Corporation in exercising its rights under this Article 23 and an additional mark-up of 20% of such costs and expenses in respect of indirect costs and overhead not otherwise directly attributable to the exercise of such rights.
- 23.5 Access. If the Corporation exercises its rights under this Article 23, the Service Provider will immediately provide all passwords, encryption, licence and other keys, administrative access and rights and other similar required information related to any systems, networks, devices, software or services, and all access to the Facility and the Site, including all physical keys and security codes required for access, reasonably required for the Corporation to fully and completely exercise all of its rights under this Article 23.

ARTICLE 24

SUSPENSION

- 24.1 Event of Suspension. Upon an Event of Default, the Corporation may suspend the Services in whole or in part and such suspension will continue for such period of time that such Event of Default remains unremedied or the Corporation is of the reasonable

opinion that the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia is prejudiced or at risk of prejudice. The Corporation may suspend the Services with or without notice, provided that if the Corporation suspends the Services without notice the Corporation will promptly advise the Service Provider of any such suspension.

- 24.2 Suspension Resulting in Termination. Any suspension under this Article 24 that continues for a period of eighteen (18) months is deemed to be a termination under Article 25 (Term & Termination).

ARTICLE 25

TERM & TERMINATION

- 25.1 Term. The Term is set out in Schedule A (Business Terms).
- 25.2 Extension. At its discretion, upon twelve (12) months' notice to the Service Provider the Corporation will have the option to extend the Term for up to five (5) additional years, on the same terms and conditions provided that:
- (a) the extension will not include the further right of extension under this Article 25.2; and
 - (b) the Service Provider will not be entitled to FIC unless the Corporation and the Service Provider agree to an extension of the MIR, the MIR Allocation and the Strategic Plan applicable to the extension.
- 25.3 Termination by the Corporation. The Corporation may terminate this Agreement with notice upon the occurrence of any of the following events:
- (a) in the event any Applicable Law renders the performance of this Agreement wholly or partially illegal and as a result thereof, after the application of Article 29.7, the Corporation is reasonably likely to be materially deprived of the benefit of this Agreement;
 - (b) an Event of Default; or
 - (c) a suspension under Article 24 (Suspension) that continues for a period of eighteen (18) months.
- 25.4 Termination Rights upon Force Majeure. The Corporation may terminate this Agreement as provided in Article 26.2.
- 25.5 Extension of Services at Site after Term. Without limiting the Corporation's option under Article 25.2, on or before the commencement of the sixteenth (16th) Operating Year, the Corporation, may, at its discretion, determine that it is desirable for the Service Provider to continue to provide the Services at the Facility beyond the expiry of the Term. In that event, the Corporation will consult with the Service Provider about entering into a new services agreement. Subject to Article 25.2, if the parties fail to reach agreement by the

commencement of the seventeenth (17th) Operating Year, the Services will not be extended at the Facility beyond the Term.

- 25.6 Removal of Property. Upon expiry or earlier termination of this Agreement, the Corporation is at liberty to enter into the Facility and the common areas of the Site as required by the Corporation for purposes of removing the Gaming Supplies owned or supplied by the Corporation, should the Corporation choose to do so.
- 25.7 Return of Materials and Property. Within ten (10) business days following the expiry or earlier termination of this Agreement, the Service Provider will:
- (a) return to the Corporation all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the Corporation's Confidential Information;
 - (b) permanently erase all of the Corporation's Confidential Information, including the Corporation Data from its computer systems; and
 - (c) upon the Corporation's request, certify in writing that it has complied with the requirements of this Article 25.7.
- 25.8 Cooperation and Assistance. The Service Provider will provide reasonable cooperation and assistance to the Corporation, in the event of the Corporation's transition to an alternative service provider.
- 25.9 MIR Non-Compliance. Upon termination of this Agreement, if the Service Provider has failed to make its MIR Investments in the amounts, within the time frames, and as otherwise required by the Strategic Plan, the Service Provider is liable for and will pay the Corporation liquidated damages (the "**Estimated Damages**") calculated as the MIR Investments that the Service Provider was required to make in accordance with the Strategic Plan, but did not make, multiplied by 1.5. Within ten (10) days of such demand, the Service Provider will pay to the Corporation the Estimated Damages. The parties intend that the Estimated Damages constitute liquidated damages and not a penalty. The parties acknowledge and agree that the Corporation's harm or actual damages caused by the Service Provider's failure to make the MIR Investments would be impossible or very difficult to quantify accurately, and that the Estimated Damages are a reasonable estimate of the anticipated or actual harm or actual damages that arose from such a failure. The Service Provider's payment of the Estimated Damages is the Service Provider's sole liability and entire obligation and the Corporation's exclusive remedy for such a failure, but will not limit any other liability resulting from a termination of the Agreement.
- 25.10 Effect of Expiry or Termination. Expiry or earlier termination of this Agreement does not relieve either party from any of its obligations outstanding under this Agreement up to the date of expiry or earlier termination or limit the remedies allowed by law or equity to which a party may be entitled in relation to such obligations or in relation to the expiry or earlier termination of this Agreement.

ARTICLE 26
FORCE MAJEURE

- 26.1 Force Majeure. If either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or obligation required under this Agreement, by a Force Majeure, the party will, subject to Article 26.2, be relieved from the fulfilment of such term, covenant or obligation during the period of such interruption, and the period for like performance of any such term, covenant or obligation will be extended for a period equivalent to the period of such delay.
- 26.2 Termination Rights upon Force Majeure. If a Force Majeure prevents a party from performing all or substantially all of its obligations, covenants and agreements under this Agreement for more than one hundred and eighty (180) days, the Corporation will have the option of terminating this Agreement on thirty (30) days' notice to the Service Provider.

ARTICLE 27
TEMPORARY ABEYANCE

- 27.1 Event of Abeyance. Upon the request of the Service Provider and as the result of an event that has occurred or will occur that materially adversely affects the Service Provider, the Facility, or the Services, the Corporation may at its discretion temporarily hold the Service Provider's obligations and any other rights granted to the Service Provider pursuant to this Agreement in abeyance (but without extension of the Term), and such abeyance will continue for such period of time as the Corporation determines is reasonably necessary as a result of the adverse event. At any time, the Corporation may provide thirty (30) days' notice of the termination of the abeyance, in which case all obligations and rights granted under this Agreement will resume and the Service Provider will provide the Services in accordance with this Agreement.

ARTICLE 28
INDEMNITY & LIMITATION OF LIABILITY

- 28.1 Service Provider's Indemnity. The Service Provider will indemnify and save harmless the Corporation and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly:
- (a) any act or omission of the Service Provider or its Personnel or its subcontractors or their Personnel in relation to this Agreement, including:
 - (i) illegal acts or omissions, including illegal transactions; and
 - (ii) fraud, negligence, and/or wilful misconduct;
 - (b) any non-compliance by the Service Provider or its Personnel or its subcontractors or their Personnel with, or breach of, the provisions, covenants, representations and warranties contained in this Agreement, the Game Conditions, the BCLC Standards or Applicable Law;

- (c) any loss of or physical damage to property or assets, including Gaming Supplies, of the Corporation or its directors, officers, employees, representatives, consultants and agents, including at the Facility or the Site;
- (d) any Claims of any third party, including for loss of or physical damage to property or assets or injury (including death), including at the Facility or the Site;
- (e) the Service Provider's Marketing Programs and Promotional Programs, including any Contests;
- (f) any lost, stolen and otherwise unaccounted for monies or Chips, based on their face value;
- (g) any counterfeit monies or Chips accepted by the Service Provider, based on their face value;
- (h) any improper or unauthorized use or disclosure of Corporation Data or an Information Security Incident;
- (i) any violation of any Intellectual Property Right of any third party or the Corporation;
- (j) any obligations of the Service Provider relating to any labour or employment arrangements and the relevant Applicable Law;
- (k) any Winnings paid to Players who were ineligible to win such amounts because they (i) were barred or self-excluded, (ii) did not comply with the Game Conditions, or (iii) for any other reason pursuant to Applicable Law or the BCLC Standards were not permitted to enter or be present in the Facility or participate in Games at the Facility; and
- (l) any payments made by the Corporation on behalf of the Service Provider for which reimbursement is required under this Agreement or by Applicable Law,

except to the extent caused, or contributed to, by any negligent act or omission, or any wilful misconduct by the Corporation.

28.2 Corporation's Indemnity. Subject to Article 28.3, the Corporation will indemnify and save harmless the Service Provider and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly any wilful misconduct of the Corporation or any Person engaged or employed by the Corporation in the performance of the Corporation's obligations under this Agreement, except to the extent the Service Provider is liable to indemnify the Corporation under Article 28.1.

28.3 Limitation of Liability. The Service Provider acknowledges and agrees that the Corporation will not be liable to the Service Provider, whether in contract or in tort or on any other basis whatsoever, for:

- (a) loss or injury resulting from the installation, operation or removal of the Gaming Supplies or failure, malfunctions or interruptions in use or cessation of operation thereof nor reasonable defacement of the Facility caused by the installation, repair or removal of the Gaming Supplies; or
- (b) any indirect or consequential losses or damages, including loss of revenue, loss of profits, loss of use, loss of contract, loss of goodwill, loss of business or loss of business opportunity or any exemplary, punitive or special damages.

ARTICLE 29 GENERAL TERMS

- 29.1 No Fettering of Discretion. Nothing in this Agreement will fetter or otherwise interfere with or limit the rights, powers and authority of the Corporation to enact, amend, administer and enforce any laws, regulations or rules, and unless otherwise expressly provided for in this Agreement the Service Provider is not entitled to claim or receive any compensation or other relief whatsoever as a result of the Corporation enacting, amending, administering or enforcing any laws, regulations or rules.
- 29.2 Set Off. If, under this Agreement or any document delivered under this Agreement, the Service Provider becomes required to pay any sum of money to the Corporation, then such sum may, at the election of the Corporation, and without limiting or waiving any right or remedy of the Corporation under this Agreement, be set off against and will apply to any amounts owed by the Corporation to the Service Provider including the Commission, until such sum has been completely set off.
- 29.3 General Duty to Mitigate. In all cases where the Corporation may be liable to pay the Service Provider any amount, including for any costs, damages or compensation, or may be required to grant any extension of time for performance of the Service Provider's obligations, the Service Provider will use all reasonable efforts to mitigate such amount required to be paid by the Corporation and the length of the extension of time. Upon request from the Corporation, the Service Provider will promptly submit a detailed description, supported by all such documentation as the Corporation may reasonably require, of the measures and steps taken by the Service Provider to mitigate and meet its obligations under this Article 29.3.
- 29.4 Survival. The provisions of Article 1 (Interpretation); Articles 2.6, 3.2(a) and 6.3; Article 7 (Security & Surveillance); Article 9 (Financial Accounts & Records); Article 10 (Examinations); Article 12 (Protection, Use & Disclosure of Data & Information); Article 13 (Intellectual Property); Article 18.2; Article 21 (Alternative Dispute Resolution for ADR Disputes); Articles 25.5, 25.6, 25.7, 25.8, 25.9 and 25.10; Article 26 (Force Majeure); Article 28 (Indemnity & Limitation of Liability); Article 29 (General Terms); Schedule B (Service Provider Ownership Information); Schedule C (Privacy Protection Schedule) and Schedule D (Definitions) and, without limiting the foregoing, all representations and warranties and indemnities in this Agreement that are indicated to survive after the expiry or earlier termination of this Agreement and all rights accrued prior to expiry or earlier termination of this Agreement will survive the expiry or earlier termination of this Agreement.

- 29.5 Notice. All notices hereunder will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Article):

If to the Corporation: British Columbia Lottery Corporation
74 West Seymour Street
Kamloops, BC V2C 1E2

Attention: Legal Services

E-mail: legalservices@bclc.com

If to the Service Provider: Great Canadian Casinos Inc.
95 Schooner Street
Coquitlam, BC, V3K 7A8

Attention: Terrance Doyle

E-mail: Tdoyle@gcgaming.com

Notices sent in accordance with this Article are deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt), (b) when received, if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient, or (d) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 29.6 Time of the Essence. Time is of the essence in this Agreement.

- 29.7 Severability. If any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision is ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

- 29.8 Waiver. A waiver by a party hereto of any right, benefit or default under this Agreement on any particular occasion will not be deemed or construed to be a waiver of any such right, benefit or default thereafter or a waiver of any other right, benefit or default, as the case may be. A waiver of any right, benefit or default under this Agreement on any particular occasion will not be effective against the Corporation unless the waiver is in writing and executed by an authorized signatory of the Corporation.

- 29.9 Entire Agreement. This Agreement and the instruments and documents to be executed pursuant to it constitutes the entire agreement between the Service Provider and the Corporation with respect to all matters contained herein, and supersedes all other communications, representations, agreements and understandings, oral or written,

between the parties hereto or their respective representatives with respect to the matters herein. All prior services agreements between the Corporation and the Service Provider with respect to services at the Facility, including any Previous Agreement, are hereby terminated.

- 29.10 Amendments. This Agreement may only be amended by an agreement of the parties in writing.
- 29.11 Governing Law. This Agreement is made under and is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 29.12 Attornment. For the purposes of any legal actions or proceedings brought by either party against the other party in accordance with this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.
- 29.13 Further Actions. The parties hereto will execute and deliver all such further documents, do or cause to be done all such further acts and give all such further assurances as may be necessary to give full effect to the intent of this Agreement.
- 29.14 Remedies. The remedies to which any party hereto may resort are cumulative and not exclusive of any other remedies allowed by law or equity to which such party may be entitled, and such party would be entitled to pursue any of its remedies concurrently, consecutively and alternatively.
- 29.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which will together constitute one and the same instrument.

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 3rd day of June, 2018.

Witness:

Signature
Lesley Toddy

Print Name
2940 Virtual Way

Address Vancouver BC

BRITISH COLUMBIA LOTTERY
CORPORATION

by its authorized signatories:

Per: 
Name: Brad Desmarais

Per: 
Name: Jim Lightbody


Witness:

Signature
Tanya Ruskowski

Print Name
95 Schooner St, Coquitlam, BC

Address

GREAT CANADIAN CASINOS INC.
by its authorized signatories:

Per: 
Name: Terrance Doyle

Per:
Name:

CONFIDENTIAL**Schedule A**
Business Terms**A1. Facility Location and Name**

The Facility at which the Service Provider will provide the Services is as follows:

A1.1 River Rock Casino Resort – 8811 River Rd., Richmond, BC V6X

A2. Term

A2.1 The term of the Agreement is twenty (20) years, commencing on the 3rdrd day of June, 2018 and ending on the 2nd day of June, 2038 subject to suspension or early termination as provided in the Agreement, unless extended under Article 25.2 of this Agreement or terminated in accordance with the provisions of this Agreement (the "Term")

A3. Gaming Supplies

A3.1 The Corporation authorizes the Service Provider to provide the Services for the following Games:

- (i) electronic gaming devices, which include slot machines and electronic table games;
- (ii) table games, which include standard traditional table games and electronically assisted table games;
- (iii) bingo games, which include paper bingo games, bingo paper side games and electronic pull tabs (BETS); and
- (iv) those other classes and subclasses of Games as may be Prescribed by the Corporation.

A3.2 The provision of Gaming Supplies by the Corporation is not intended to create any separate supply of a good or service.

A4. Remuneration

A4.1 The Corporation will pay the Service Provider for the Services as follows:

- (i) For electronic gaming devices:
 - (A) 25% of the Net Win from slot machines; and
 - (B) 25% of the Net Win from electronic table games;
- (ii) For table games:

- (A) 42.5% of the Net Win from electronically assisted table games;
 - (B) 42.5% of the Net Win from Category A standard table games except for the following table games when offered as a Category A table game:
 - (i) 62.5% of the Net Win from low limit blackjack as defined in BCLC Standards;
 - (ii) 77.5% of the Net Win from craps; and
 - (iii) 77.5% of the Net Win from community poker as defined in BCLC Standards.
 - (C) 40.0% of the Net Win from Category B standard table games except for the following table games when offered as a Category B table game:
 - (i) 75% of the Net Win from craps.
 - (iii) a portion of the Net Win from bingo games, calculated as follows:
 - (A) 90% of weekly Net Win from bingo games on the first \$10,000.00 of weekly Net Win from bingo games;
 - (B) 45% on weekly Net Win from bingo games in excess of \$10,000.00 of weekly Net Win from bingo games;
 - (C) 60% of weekly Net Win from bingo paper side games; and
 - (D) 25% of weekly Net Win from electronic pull tabs (BETS)
 - (iv) 5% of the Net Win (the "FIC"), which is contingent on the Service Provider participating in the MIR Program and making the MIR Investments on the timeframes and manner set out in the Strategic Plan and otherwise in accordance with the MIR Program; and
 - (v) for all other classes or subclasses of Games, the percentage of Net Win for that class or subclass of Game as may be Prescribed by the Corporation
- (items (i) through (v) above, being together the "**Commission**").

A5. Loyalty Programs

- A5.1 The initial terms of the Loyalty Programs will provide, *inter alia*, that, the Service Provider and the Corporation will, share the cost of Free Play on the following terms:
- (i) The Service Provider will not be charged for:
 - (A) Service Provider-awarded Free Play Redeemed up to a maximum of 2% of the Net Win from all slot machines and electronic table games;

- (B) Service Provider-awarded Free Play Redeemed up to a maximum of 0.3% of the Net Win from all table games; or
 - (C) Service Provider-awarded Free Play Redeemed up to a maximum of the percentage Prescribed by the Corporation of the Net Win from all other classes or subclasses of Games.
- (ii) If the Service Provider-awarded Free Play Redeemed during the applicable period is in excess of the applicable amount in Article A5.1(i)(A), (B) or (C), the Service Provider will pay the Corporation 47% of the amount by which the Service Provider-awarded Free Play Redeemed exceeds the applicable amount in Article A5.1(i)(A), (B) or (C).
- A5.2 The Service Provider and the Corporation will share F&B Redeemed on the following terms:
- (i) The Corporation will compensate the Service Provider for 50% of F&B Redeemed, based on a calculation of 85% of the retail menu price, up to a maximum amount Prescribed by the Corporation per facility per Operating Year.
 - (ii) If the Service Provider does not directly provide food and beverage service, the Service Provider will contract for the F&B Redeemed and will bear all costs in addition to the compensation by the Corporation under Article A5.2.
- A5.3 The Corporation may amend the terms of the Loyalty Programs, including the levels of contribution by both the Service Provider and the Corporation, at its discretion, provided that the Corporation will give not less than sixty (60) days' notice to the Service Provider, and will provide an opportunity for the Service Provider to provide comments on such amendments within thirty (30) days after the notice. The Corporation will, acting reasonably, take the Service Provider's comments into consideration having regard to a cost-sharing that is a reflection of the benefits to each party that may be obtained from the amendment to the Loyalty Program. The Service Provider will provide all food, beverage, goods and services required by the Loyalty Programs directly, or will enter into contracts acceptable to the Corporation for such food, beverage, goods and services and will bear all costs related thereto except to the extent provided for in the Loyalty Programs.

A6. MIR Program

- A6.1 The Corporation will, in accordance with the BCLC Standards, administer the MIR Program. The Service Provider will comply with the MIR Program. The parties acknowledge and agree that the FIC is not an advance or reimbursement for any particular MIR Investment made by the Service Provider.
- A6.2 The MIR is [\$_____] for the Term, with the MIR Allocation to be in accordance with the Strategic Plan.
- A6.3 In the event the Facility is a new facility, or the Facility has been relocated, within 30 days after the end of the second full Operating Year of this Agreement, the

Corporation will calculate the MIR in accordance with the BCLC Standards and as otherwise Prescribed by the Corporation.

- A6.4 In the event that a Service Provider seeks the Corporation's consent pursuant to Article 17.2 for a transfer, sale, assignment or other disposition of this Agreement, then the Corporation shall be entitled to recalculate and redistribute the resulting MIR in accordance with the BCLC Standards.
- A6.5 Over the Term, the Service Provider will make the specific MIR Investments on the timeframes and otherwise in the manner set out in the Strategic Plan.
- A6.6 Under no circumstances will the Corporation reimburse the Service Provider in respect of any particular MIR Investment and the Corporation will not be responsible for payment of any particular MIR Investment.
- A6.7 If a MIR Event occurs, the parties proceed with the ADR Procedure for the MIR Event and the parties fail to resolve the MIR Event by the step set out in Article 21.5 (Step Three - CEO), the Corporation may at its discretion suspend payment of the FIC until the Service Provider makes all such MIR Investments it had committed to make by such date in its Strategic Plan. The Service Provider acknowledges that the benefits of the MIR Investments to the Corporation depend on the timing of the MIR Investments. If the Corporation suspends payment of the FIC under this Article A6.7, the Service Provider has no right to receive such suspended FIC after making the MIR Investments it had committed to make.
- A6.8 Without duplicating the foregoing, the Service Provider acknowledges that the FIC replaces the facilities development commission and accelerated facilities development commission (the "FDC/AFDC") that was included in the Corporation's policies or the operating services agreement between the parties that was in effect up to and including the effective date (the "**Previous Agreement**"). The Service Provider expressly acknowledges and agrees that in consideration of the mutual covenants and agreements contained in this Agreement, including the FIC, the Commission and the Term of this Agreement, the Service Provider hereby agrees that the Corporation no longer has any obligation to the Service Provider with respect to any FDC/AFDC balances that had accrued under the Previous Agreement, and releases and discharges the Corporation and its affiliates, subsidiaries, licensees, directors, officers, employees, representatives, agents, insurers, assigns and successors, from all Claims of or from the Service Provider or any other Person, directly or indirectly arising out of or in connection with the Previous Agreement and the FDC/AFDC. If there was no Previous Agreement between the Parties, this Article 6.8 does not apply.

A7. Automated Teller Machines

- A7.1 Subject to compliance with Applicable Law, the Service Provider has the exclusive right to install and operate cash dispensing machines known as of the Effective Date as "automated teller machines" in the Facility.

A8. Transition Provisions

- A8.1 The provisions of Attachment A-2 (Transitions Provisions) will apply for purposes of transition from the Previous Agreement to this Agreement.

**Attachment A-1
Strategic Plan**

Attachment A-2
Transition Provisions

Despite the provisions of Article 3.2 of the Agreement, which requires the Service Provider to provide all the Services in compliance with the Agreement, the parties acknowledge that the Service Provider requires additional time to implement certain provisions of this Agreement while transitioning from the Previous Agreement.

Now therefore, the Corporation and the Service Provider agree to postpone a party's compliance with the provisions of the Agreement as follows:

Sequence	Agreement Provision	The timeframe within, or date by, which a party will be in compliance with each referenced provision is set out below.
1	Article 4.1- Annual Business Plan	For first Operating Year the Annual Business Plan must be provided on or before October 1, 2019
2	Article 4.2 Strategic Plan	The Strategic Plan is to be provided within ninety (90) days after the Effective Date.
4	Article 5.4(a) – Maintenance Use and Repairs	As of the Effective Date
5	Article 5.4(b) Maintenance Use and Repairs	As of the Effective Date
6	Article 5.5 Maintenance Use and Repairs	The Service Provider shall make commercially reasonable efforts to execute and deliver the tripartite agreement referenced in Article 5.5 as soon as possible but in any event, at the date such current lease is renewed, renegotiated or extended.
7	Article 5.7- Non-Disturbance Agreement	The Service Provider shall make commercially reasonable efforts to execute and deliver the tripartite agreement referenced in Article 5.7 as soon as possible but in any event, at the date such current mortgage is renewed, renegotiated or extended.
8	Article 7.1(a) - Security and Surveillance	As of the Effective Date
9	Article 7.1(b) - Security and Surveillance	As of the Effective Date
10	Article 7.1(d) - Security and Surveillance	As of the Effective Date
11	Article 7.2 – Lease of Equipment	The Service Provider shall make commercially reasonable efforts to amend

		its existing equipment lease(s) to incorporate the provisions of Article 7.2 upon the Effective Date or as soon as possible thereafter, but in any event no later than the date such equipment lease is renewed or extended.
12	Article 8.3 – Gaming Accounts	As of the Effective Date
13	Article 8.4 – Gaming Bankroll	Fourteen (14) Days after Effective Date
14	Article 12.6 – Disaster Recovery and Backup	The Service Provider will be in full compliance with Article 12.6 within ninety (90) days after the Effective Date.
15	Article 14.7 – Appointment of Compliance Officer	The Service Provider will be in full compliance with Article 14.7 within <u>30</u> days after the Effective Date.
16	Article 17.3 – Ownership Constraint	June 30, 2019
17	Article 17.4 – Amend Corporate/Governing Documents	June 30, 2019
18	Article 19.2 – Notice of Material Contracts	Ninety (90) days after the Effective Date
19	Article 19.3 – Provision of Material Contracts	Ninety (90) days after the Effective Date

Schedule A

14	A6.2 – MIR	MIR amount and Allocation of FDC and AFDC against MIR to be determined within twenty-one (21) days after Effective Date
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CONFIDENTIAL**Schedule B**
Service Provider Ownership Information**Holders of Significant Interest**

The Service Provider hereby represents and warrants that:

- (i) the following Persons, and no others, directly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;

<u>Name of Holder of Interest</u>	<u>Percentage and Class of Ownership Interests</u>
Great Canadian Gaming Corporation	100% in Service Provider

- (ii) the following Persons, and no others, indirectly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;

<u>Name of Holder of Interest</u>	<u>Percentage and Class of Ownership Interests and Description of Indirect Interest</u>
Burgundy Asset Management Ltd.	14.5%
BloombergSen Inc.	13.5%

- (iii) all subsidiaries and affiliates of the Service Provider are listed below:

Subsidiaries:

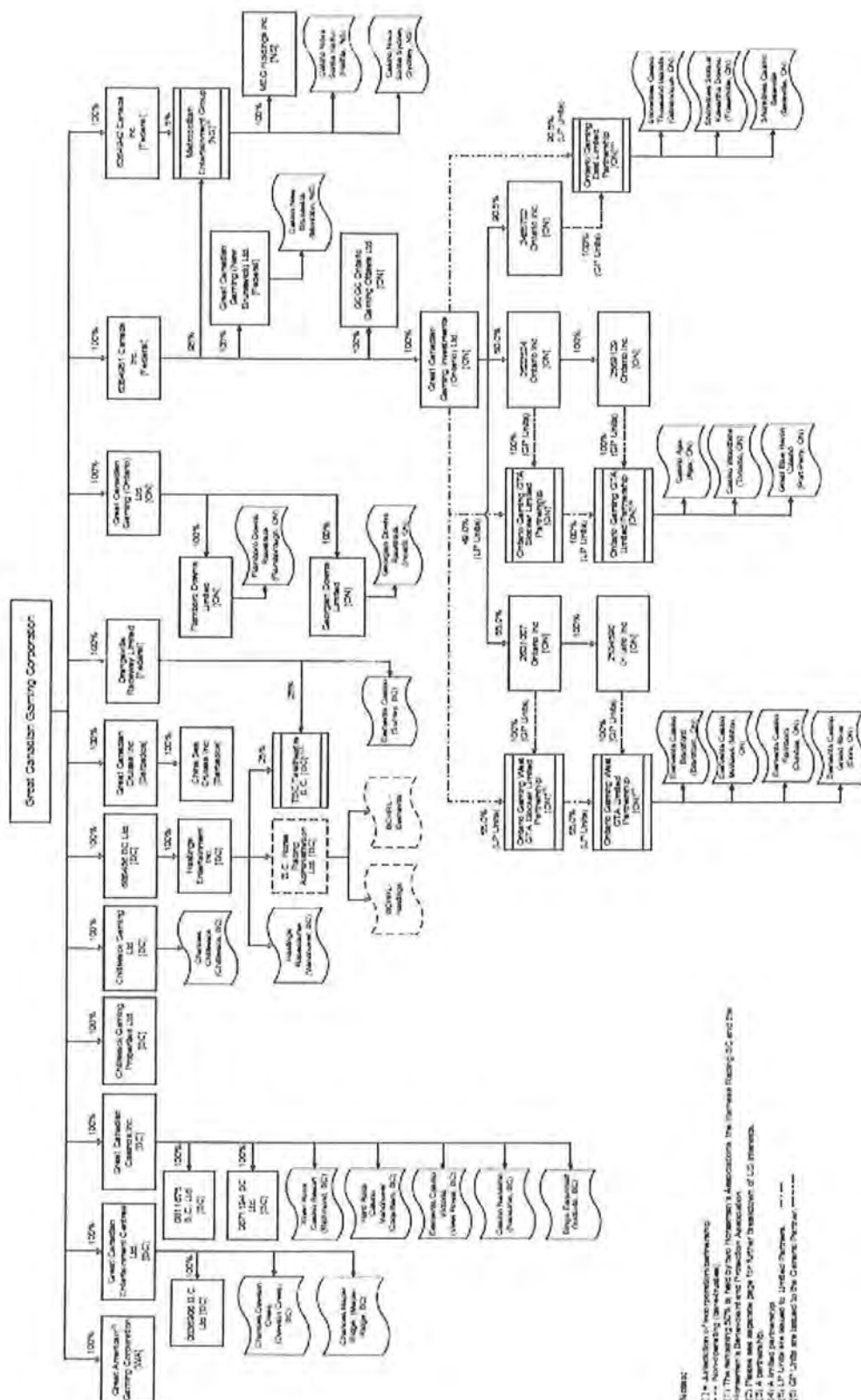
1. GCEC subsidiaries are:
 - (a) 0811675 B.C. Ltd. [BC]
 - (b) 0871194 B.C.Ltd. [BC]

Affiliates:

1. Great Canadian Gaming Corporation [BC]
2. Great Canadian Entertainment Centres Ltd. [BC]
3. Chilliwack Gaming Properties Ltd. [BC]
4. Chilliwack Gaming Ltd. [BC]
5. Orangeville Raceway Limited [Federal]
6. Great American Gaming Corporation [WA]
7. 686486 BC Ltd. [BC]
8. Great Canadian Cruises Inc. [Barbados]
9. Great Canadian Gaming (Ontario) Ltd. [Ontario]
10. 6364951 Canada Inc. [Federal]
11. 6364942 Canada Inc. [Federal]
12. TBC Teletheatre BC [a BC Partnership]

And each of the subsidiaries of the above referenced corporations shown on Schedule B1

GREAT CANADIAN GAMING CORPORATION
Corporate Finance



1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets. The second step is to analyze the data. The third step is to develop a plan. The fourth step is to implement the plan. The fifth step is to evaluate the results.

Schedule C

Privacy Protection Schedule

The parties acknowledge and agree that this Schedule is the Corporation's standard form privacy protection schedule, and that for purposes of interpreting this Schedule "Public Body" and "BCLC" mean the Corporation and "Contractor" means the Service Provider.

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure.
 the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and BCLC's Information Systems Security requirements

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act;
 - (b) BCLC's Information Systems Security requirements in respect of the personal information as may be provided to the Contractor from time-to-time; and
 - (c) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

Schedule D
Definitions

- (a) **"ADR Dispute"** means a dispute that is a dispute relating solely to:
 - (i) an ADR Event;
 - (ii) a MIR Event;
 - (iii) a Payment Dispute; or
 - (iv) at the Corporation's option, a Material Breach;
- (b) **"ADR Event"** means any of:
 - (i) the failure of the Service Provider to cure a Compliance Breach set out in the Default Notice by the date stipulated in the Default Notice or by such longer period of time agreed to by the Corporation under Article 20.2;
 - (ii) the Service Provider commits the same or a substantially similar Compliance Breach more than three (3) times in any rolling six (6) month period, even if any such Compliance Breach has been cured; or
 - (iii) if the Corporation does not accept an Annual Business Plan within one hundred and eighty (180) days of receipt thereof or if Corporation and the Service Provider are unable to agree to revisions to an Annual Business Plan pursuant to Articles 4.4 or 4.5 as applicable;
- (c) **"ADR Procedure"** means the alternative dispute resolution procedure set out in Article 21 (Alternative Dispute Resolution for ADR Disputes) to this Agreement;
- (d) **"Agreement"** means this Operational Services Agreement, including all schedules;
- (e) **"Annual Business Plan"** means the annual business plan, including operating budget, business plan and marketing plan for the Facility, accepted by the Corporation pursuant to Article 4.4;
- (f) **"Applicable Law"** means any domestic or foreign law, treaty, statute, subordinate legislation, regulation, rule, bylaw, standard, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or juridical, arbitral, administrative, ministerial or departmental judgment, order, award, decree, directive or other requirement or guideline issued by any governmental, regulatory, legislative or executive authority, professional or standard-setting body or other crown agency, judicial, quasi-judicial, administrative body, which applies to or is otherwise intended to govern or regulate either of the parties, the Facility, Gaming, the Site, or the Services, whether or not having

the force of law, and including the *Criminal Code*, the *Gaming Control Act*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and all regulations, directives and rules made thereunder, and all guidance and requirements of the Gaming Policy and Enforcement Branch or any successor thereto;

- (g) **"BCLC IP"** means all Intellectual Property Rights which (i) the Corporation owned or licensed prior to this Agreement, (ii) which are acquired, conceived, created, developed or first reduced to practice by or on behalf of the Corporation outside the scope of this Agreement during the Term or (iii) which are acquired, conceived, created, developed, or first reduced to practice by or on behalf of the Service Provider (or its Personnel or subcontractors or their Personnel) in the course of providing the Services under this Agreement, and expressly includes the Computer System, any Corporation Data, BCLC Standards, Games, Lottery Schemes, Licensed IP (from anyone other than Service Provider), Approved Corporation Trademarks and the Loyalty Programs and the Corporation's Promotional Programs and Marketing Programs;
- (h) **"BCLC Services Manual"** means the document Prescribed as such by the Corporation;
- (i) **"BCLC Standards"** means any standards, policies, procedures, guides, guidelines and manuals relating to the Services or governing the operation of the Facility and Games, as included in the BCLC Services Manual and Prescribed as such by the Corporation;
- (j) **"CASL"** means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)*;
- (k) **"Category A"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (l) **"Category B"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (m) **"Chips"** mean chips, markers, electronic gaming device (EGD) gaming tickets, plaques, tokens and other tender or rights that are convertible into cash, as Prescribed by the Corporation;
- (n) **"Chip Liability"** means at any time, an amount in cash equal to the face value of Chips provided by the Service Provider in exchange for cash or cash equivalent;

- (o) **"Claims"** means claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, information or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, charges, injuries (including death), damages or losses, contingent or otherwise, including loss of revenue, loss of value, loss of use, loss of profit, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all actual costs incurred in examining or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (p) **"Compliance Breach"** means:
 - (i) failure to comply with the BCLC Standards identified in Appendix A of the BCLC Services Manual; or
 - (ii) failure to comply with any Game Condition;
- (q) **"Computer System"** means all the software, services, devices, equipment, network resources, data or materials owned or controlled by the Corporation and used in the operation, maintenance, monitoring or protection of its business, including:
 - (i) the central computer system of the Corporation;
 - (ii) the GMS;
 - (iii) the casino reporting system;
 - (iv) any computer system used by the Corporation to record Game transactions, including bingo cards, bingo tickets or electronic bingo slips issued or validated by a computer terminal;
 - (v) computers controlled and maintained by the Corporation to which Games in the Facility are connected for the purpose of providing certain instruction and recording data related to the operation of such Games; and
 - (vi) any other computer system utilized by the Corporation;
- (r) **"Confidential Information"** means all non-public confidential information disclosed or made available by the Disclosing Party in oral, visual, written, electronic or other tangible or intangible form, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", to the Recipient in connection with the provision of the Services and this Agreement, together with notes, analyses, summaries, reports and other materials prepared by the Recipient that contain, are based on or

otherwise reflect, to any degree, any of the foregoing, provided that Confidential Information does not include information that is:

- (i) independently created by a Recipient without use or reliance on the Disclosing Party's Confidential Information;
- (ii) in the public domain;
- (iii) known to the Recipient at the time of disclosure; or
- (iv) rightfully obtained by the Recipient on a non-confidential basis from a third party,

and the Corporation's Confidential Information is deemed to include the Corporation Data.

- (s) **"Contest"** means a contest, lottery, game of chance or skill, or mixed chance and skill, or the disposition of any product or other benefit by any mode of chance, skill or mixed chance and skill, that is not a Lottery Scheme;
- (t) **"Corporation Data"** means any information, data, or materials (in any format and including metadata) generated, captured, organized, transmitted or recorded in connection with (i) the operation of the Facility, BCLC IP, Gaming Supplies, the Computer System or any Game (wherever and howsoever such data is transmitted or located), and (ii) the Loyalty Programs, including any such information, data or materials generated, captured, organized, transmitted or recorded by the SP Systems; and without limiting the generality of the foregoing, "Corporation Data" includes (A) Player Information, (B) information, data or materials related to the surveillance, monitoring or controlling of access to and operation of the Facility and the Games in the Facility, and (C) information, data or materials created, acquired, developed or generated by or on behalf of the Service Provider in the course of providing the Services, but excludes human resources files maintained in respect of Personnel and SP Surveillance Data;
- (u) **"Default Notice"** means a notice provided by the Corporation of a Compliance Breach and/or Material Breach;
- (v) **"Disclosing Party"** means the Corporation or the Service Provider, as applicable, that discloses or makes available Confidential Information;
- (w) **"Effective Date"** means the date of this Agreement;
- (x) **"Event of Default"** means the occurrence of any of the following events:
 - (i) if:
 - (A) the Service Provider fails to cure a Material Breach set out in the Default Notice by the date stipulated in the Default Notice or

- by such longer period of time agreed to by the Corporation under Article 20.2;
- (B) a longer period of time is agreed to by the Corporation under Article 20.2 and the Service Provider fails to make commercially reasonable efforts to cure the Material Breach within such longer period of time; or
 - (C) the Service Provider commits the same Material Breach three (3) or more times in a six (6) month period;
- (ii) if the Service Provider refers an ADR Dispute to the ADR Procedure in Article 21 (Alternative Dispute Resolution for ADR Disputes), and the matter has not been referred to a Referee, and/or a Referee Dispute Notice has been sent, and/or no resolution has been obtained within three (3) months;
 - (iii) any direct or indirect transfer, sale, assignment or other disposition of this Agreement or any disposition or acquisition of any Significant Interest, grant of a security interest or subcontracting contrary to the provisions of Article 17 (Transfer, Sale & Assignment) or Article 18 (Subcontractors), as applicable;
 - (iv) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider;
 - (v) during an examination by the Corporation, information arises about the Service Provider, its Personnel, or its subcontractors or their Personnel, that in the reasonable opinion of the Corporation, would prejudice the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
 - (vi) any of the Service Provider, its Personnel, its subcontractors or their Personnel is charged with an offence which, in the reasonable opinion of the Corporation, prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
 - (vii) the Service Provider is unable to provide, ceases to provide, or breaches the terms of the licences in Articles 5.1, 5.2 or 5.3 other than by reason of a Force Majeure;
 - (viii) the Service Provider or any officer or director of the Service Provider has made a material misrepresentation on any documentation submitted to the Corporation by or on behalf of the Service Provider;
 - (ix) any of the assets of the Service Provider are seized or distrained, or if the Service Provider (A) becomes insolvent or bankrupt, (B) is

- generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, (E) applies for, or consents to, or is subject to a court order for, or if any encumbrance holder or lender takes any steps in court or otherwise for, the appointment of a monitor, liquidator, custodian, trustee or receiver for a substantial part of its property or business, or (F) is dissolved or liquidated, or takes any corporate action for such purpose;
- (x) the Service Provider is no longer registered as a gaming services provider under the *Gaming Control Act*; or
 - (xi) the wilful default of the Service Provider to give notice to the Corporation of any event as required by Article 4.6;
- (y) **"Facility"** means the portion or portions of the Site Prescribed by the Corporation:
- (i) in which Gaming may occur; or
 - (ii) which are required for purposes of security, surveillance, monitoring or controlling of access to Gaming or otherwise required for the Corporation to conduct, manage and operate Lottery Schemes;
- (z) **"FIC"** has the meaning given in Schedule A (Business Terms);
- (aa) **"FIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (bb) **"Fiscal Year"** means a fiscal year of the Corporation, which starts on April 1 and ends on March 31;
- (cc) **"Force Majeure"** means riots, insurrections, interventions by a governmental authority, acts of God or other cause or causes beyond the party's reasonable control, but not including any event that is the result of breach of this Agreement or breach of law, economic hardship or lack of financing, equipment failure, unavailability of personnel, labour or subcontractors or labour disputes, strikes or lock-outs of the Service Provider's Personnel or the Personnel of its subcontractors;
- (dd) **"Free Play"** means rights provided to a Player or other customer without charge, but which cannot be redeemed by Players for cash or paid out from their accounts, under the Loyalty Programs, Marketing Programs (excluding Promotional Programs) or Contests, and which rights may be redeemed for participation in Games or for food and beverage products at the Facility or for other products Prescribed by the Corporation;

- (ee) **"F&B Redeemed"** means the face value, expressed in currency, of Free Play redeemed by Players for food and beverage products at the Facility;
- (ff) **"Free Play Redeemed"** means the face value, expressed in currency, of Free Play redeemed by Players for participation in Games at the Facility;
- (gg) **"Game Conditions"** means the instructions, criteria, conditions, information, prize entitlement, descriptions, explanations, guides, standards, policies, rules of play, procedures or qualifications of a Game or related promotional scheme, Prescribed by the Corporation, which govern a Player's participation and the Player's entitlement to claim a prize in a Game or promotional scheme;
- (hh) **"Games" or "Gaming"** means any Lottery Schemes conducted, managed and operated by the Corporation in the Facility pursuant to this Agreement, including the Loyalty Program, slot machine games, table games, electronic table games and such other class of Games as may be conducted, managed and operated by the Corporation;
- (ii) **"Gaming Accounts"** means the bank account or accounts of the Corporation Prescribed by the Corporation for purposes of this Agreement, each such account to be in the name of and for the sole benefit of the Corporation;
- (jj) **"Gaming Bankroll"** means the cash float owned by and supplied by the Service Provider for the purposes of making change, redeeming Chips and paying Winnings;
- (kk) **"Gaming Supplies"** means gaming supplies as defined in the *Gaming Control Act*;
- (ll) **"GMS"** means such gaming management software and infrastructure system as may be specified in the BCLC Standards;
- (mm) **"Ineligible Jackpots"** means, for a specified period, any amounts won by, but not paid to, Players, by reason that the Players were ineligible to win such amounts because they were barred or self-excluded, did not comply with the Game Conditions, or for any other reason pursuant to Applicable Law or the BCLC Standards;
- (nn) **"Information Security Incident"** means the unauthorized or unlawful loss, destruction, access, use, disclosure, or modification of any Corporation Data, SP Surveillance Data, or other data or information relating to Gaming at the Facility, in each case, to the extent within the possession or control of the Service Provider, its Personnel or its subcontractors or their Personnel, or residing on the SP Systems;
- (oo) **"Intellectual Property Rights"** means all Canadian and worldwide rights now and arising in the future to all (i) patents, inventions (whether patentable or unpatentable, whether or not reduced to practice, and/or whether developed

alone or jointly with others), (ii) trademarks, trade dress, designs, and all related goodwill, (iii) copyrights and other similar rights of authorship, including moral rights, (iv) integrated circuit designs and other similar rights, (v) software, algorithms, routines, programs, code (and notes), system architecture, logic flow, data and databases, (vi) trade secrets, (vii) all copies, tangible embodiments, modifications, enhancements, derivative works of any of the foregoing, (viii) all rights to sue and collect remedies for any infringement of any of the foregoing, and (ix) applications, disclosures, reissuances, renewals, continuations, continuations-in-part, divisions, or revisions to any of the foregoing;

- (pp) **"Leased Games"** means leased or licensed proprietary Games supplied by the Corporation to the Facility;
- (qq) **"Licensed IP"** means any Intellectual Property Rights licensed by the Corporation used in connection with the operation of the Facility;
- (rr) **"Lottery Scheme"** has the meaning ascribed in section 207(4) of the *Criminal Code*;
- (ss) **"Loyalty Programs"** means the promotional loyalty programs, which may be Promotional Programs, conducted, managed and operated by the Corporation, a portion of which programs are initially set out in Article A5 of Schedule A (Business Terms) and which may be amended as Prescribed by the Corporation;
- (tt) **"Marketing Programs"** means marketing programs advertising one or more facilities operated by the Service Provider, and do not include Promotional Programs;
- (uu) **"Material Breach"** means the occurrence of any of the following events:
 - (i) if the Service Provider:
 - (A) fails to comply with any BCLC Standards (other than a Compliance Breach);
 - (B) fails to comply with Applicable Law;
 - (C) fails to comply with any provision of this Agreement;
 - (D) fails to comply with any provision of any Material Contract or if any of the Service Provider's affiliates fails to comply with any provision of any Material Contract; or
 - (E) fails to comply with Article 7 (Security & Surveillance), Article 10 (Examinations) or Article 12 (Protection, Use & Disclosure of Data & Information);

- (ii) any officer or director of the Service Provider, is charged with an offence which prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
- (iii) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider's Personnel, the Service Provider's subcontractors or their Personnel;
- (iv) the failure to maintain the Gaming Bankroll as required by Article 8.4;
- (v) a material adverse change in the financial condition of the Service Provider or in the business operations of the Service Provider, which in the Corporation's opinion affects the ongoing viability of this Agreement or any Services; or
- (vi) the Service Provider discontinues business operations or fails to provide the Services by reason other than a Force Majeure or a temporary abeyance in accordance with Article 27;
- (vv) "**MIR**" is the minimum investment requirement for purposes of the MIR Program, in the amount determined in accordance with Schedule A (Business Terms);
- (ww) "**MIR Allocation**" means the allocation of MIR Investments throughout the Term as set out in the Strategic Plan;
- (xx) "**MIR Event**" means the first time the Service Provider fails to make MIR Investments in accordance with the Strategic Plan, or the then-effective Annual Business Plan for one year or more; provided that if this occurs in the eighteenth (18th), nineteenth (19th) or twentieth (20th) Operating Year, or if such event is the second time that one of the foregoing events has occurred, such event will also be deemed to be an Event of Default;
- (yy) "**MIR Investments**" means the additional eligible investments by the Service Provider in the Facility, Site and the Services pursuant to the MIR Program;
- (zz) "**MIR Program**" means a program specific to the Service Provider, and in accordance with this Agreement, the Strategic Plan, the BCLC Standards and as Prescribed by BCLC, for purposes of providing the Service Provider with an incentive to increase Revenue by making additional investments in the Facility, Site and the Services;
- (aaa) "**Net Win**" for a specified period, means the aggregate of all Revenue, less the aggregate of all Winnings, less any Free Play Redeemed, less all accrued Player contributions to progressive jackpot Games and less the Ineligible Jackpots, with all such amounts adjusted to be net of any applicable sales or value-added tax and of all other applicable taxes;

- (bbb) **"Operating Year"** means each period commencing on **January 1** and ending on the immediately following **December 31**; provided, however, that (i) the first Operating Year will be the period commencing on the Effective Date and ending on the immediately following **December 31** and (ii) if this Agreement expires or otherwise terminates on a date other than **December 31**, the last Operating Year will be the period commencing on **January 1** that immediately precedes the date of such expiry or termination and ending on the date of such expiry or termination;
- (ccc) **"Payment Dispute"** means a dispute over a statement of account or invoice provided pursuant to Article 8 (Financial Matters & Obligations) or the calculation of any amount owing or payable by either party pursuant to this Agreement;
- (ddd) **"Person"** includes an individual, corporation, body corporate, firm, partnership, society or other incorporated body, limited liability company, governmental authority, association, union, syndicate, joint venture, trust, trustee, executor, administrator or other legal representative, as the context requires;
- (eee) **"Personal Information"** has the meaning given to the term "personal information" in FIPPA;
- (fff) **"Personnel"** means the individuals who are employees and independent contract personnel and who perform any of the Services;
- (ggg) **"Plans"** means the Annual Business Plan and the Strategic Plan;
- (hhh) **"Player"** means an individual who participates in Games or has enrolled in the Loyalty Program or any Promotional Program;
- (iii) **"Player Information"** means all Personal Information of the Players and other customers, including all information specifically and uniquely related to Players relating to or arising from their individual participation in Games and enrollment in the Loyalty Program or Promotional Programs;
- (jjj) **"Prescribe", "Prescribes" or "Prescribed"** means expressly specified, designated or approved in writing by the Corporation;
- (kkk) **"Promotional Program"** means incentive programs Prescribed by the Corporation that allow a Player to earn points or other incentive rewards (i) as a result of participating in any Game, (ii) that may be redeemed or otherwise utilized by a Player for the purpose of participating in any Game, or (iii) which points or incentive rewards are convertible or exchangeable pursuant to the terms of such incentive program;
- (III) **"Recipient"** means the Corporation or the Service Provider, as applicable, that receives Confidential Information;

- (mmm) **"Revenue"** means, for a specified period, all monies, together with any Free Play Redeemed and the face value of all Chips collected or received from Players participating in Games by either the Corporation, or by the Service Provider on behalf of and as agent for the Corporation;
- (nnn) **"SP Surveillance Data"** means any information, data or materials (in any format) captured or recorded by monitoring, security or surveillance equipment located at the Site (whether or not owned or controlled by the Corporation, the Service Provider or any other Person), but does not include Corporation Data or information, data or materials derived directly or indirectly from Corporation Data;
- (ooo) **"SP Systems"** means the information technology infrastructure used by or for the Service Provider, including the Service Provider's computers, software, databases, electronic systems (including database management systems) and networks;
- (ppp) **"Services"** means (i) administering and carrying on the day-to-day operations of the Facility and the Games in the Facility, (ii) all obligations, covenants and agreements of the Service Provider set out in or required by this Agreement, and (iii) all ancillary services, activities, functions, duties and responsibilities that are necessary or reasonably inherent in the performance of the foregoing operations, obligations, covenants and agreements or otherwise in connection with the proper, secure and efficient operation of Gaming in the Facility;
- (qqq) **"Site"** means the whole of the lands and buildings as described in Schedule A (Business Terms), including all ancillary facilities thereto;
- (rrr) **"Strategic Plan"** means the Service Provider's strategic business plan for the Facility for the Term, a copy of which is attached as Attachment A-1 Strategic Plan, including the MIR Allocation schedule, subject to revision only in accordance with Article 4.
- (sss) **"Term"** means the term of this Agreement as described in Schedule A (Business Terms); and
- (ttt) **"Winnings"** means, for a specified period, the amount of money payable to a Player as a consequence of a Player participating in Games and the performance by the Player of the acts necessary to entitle the Player to payment of such money for which Revenue was previously accrued, regardless of whether such amounts are Ineligible Jackpots.

Appendix C

2018 Starlight Casino Operational Services Agreement

OPERATIONAL SERVICES AGREEMENT

STARLIGHT CASINO

BRITISH COLUMBIA LOTTERY CORPORATION

and

GATEWAY CASINOS & ENTERTAINMENT LIMITED

Dated: **February 14, 2018**

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OPERATIONAL SERVICES AGREEMENT

THIS AGREEMENT MADE AS AT THE 1st DAY OF APRIL, 2018

BETWEEN:

BRITISH COLUMBIA LOTTERY CORPORATION
74 West Seymour Street
Kamloops, British Columbia
V2C 1E2

(the "**Corporation**")

AND:

GATEWAY CASINOS & ENTERTAINMENT LIMITED
4331 Dominion Street
Burnaby, British Columbia
V5G 1C7

("the "**Service Provider**")

RECITALS:

A. WHEREAS the Corporation is responsible for the conduct, management and operation of Gaming on behalf of the government of British Columbia, and may, without limitation;

- (i) develop, undertake, organize, conduct, manage and operate provincial gaming on behalf of the government of British Columbia; and
- (ii) enter into agreements with registered gaming services providers for services required in the conduct, management or operation of provincial gaming, under the control of the Corporation;

B. AND WHEREAS the Corporation wishes to ensure that Gaming is for the benefit of the citizens of British Columbia while treating the Corporation's service providers in a fair manner that encourages growth and the long-term health of the industry;

C. AND WHEREAS the Corporation has requested and the Service Provider has agreed to provide certain services pertaining to the Corporation's conduct, management and operation of Gaming in the Facility, subject to the terms and conditions set out in this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Service Provider agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Certain Rules of Interpretation. In this Agreement:

- (a) Definitions - capitalized terms have the meanings set out in Schedule D (Definitions);
- (b) Currency - unless otherwise specified, references to money amounts are to lawful currency of Canada;
- (c) Headings - headings of Articles are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (d) Including - where the word "include", "includes", "including", "included" or other variation on "include" is used in this Agreement, such word is deemed to be followed by the words "without limitation";
- (e) Amend - where the word "amend" is used in this Agreement, such word is deemed to include change, vary, add to, delete from, supplement, supersede, replace and alter, and "amends", "amended", "amendment" or other variation on "amend" has a corresponding meaning;
- (f) Examine - where the word "examine" or the words "inspect", "investigate", "test", "audit" or similar word is used in this Agreement, such word is deemed to include "examine", "inspect", "investigate", "test", "audit" and similar words, and "examines", "examined", "examination" or other variation on "examine" has a corresponding meaning;
- (g) Discretion - a provision relating to the discretion, approval, consent, authorization, determination, option, satisfaction or opinion of the Corporation is in such party's sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless expressly required under the provisions of this Agreement;
- (h) No Strict Construction - the language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party;
- (i) Number and Gender - unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders;
- (j) Statutory References - a reference to a statute includes the regulations, directives and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends any such statute, regulation, directive or rule;
- (k) Articles and Schedules - unless the context otherwise requires, references to "Article" or "Schedule" mean the specified Article or Schedule of this Agreement;

- (l) Approvals for Sole Benefit of Corporation - the Corporation's rights of review, consent, discretion, acceptance, specification, designation, approval or confirmation with respect to any matter relating to the Services or this Agreement are for the benefit of the Corporation, and will not in any way relieve the Service Provider of its obligations under this Agreement, and may not be relied on by the Service Provider or any third party for any purpose without the express written agreement of the Corporation; and
- (m) Conduct, Management and Operation - the respective rights and obligations of the parties hereunder will be interpreted so as not to restrict and not to abrogate the Corporation's authority to conduct, manage and operate Lottery Schemes in the Province of British Columbia, and any provision of this Agreement that confers any right, entitlement or obligation on the Service Provider will be deemed to reserve for the Corporation any aspect of the discharge of that right, entitlement or obligation that constitutes in any respect the Corporation's authority to conduct and manage Lottery Schemes in accordance with the Applicable Law, it being the mutual intention of the parties that the rights, entitlements and obligations of the Service Provider under this Agreement will in no way restrict or abrogate the Corporation's authority to conduct, manage and operate the Facility and Gaming or result in the Service Provider conducting, managing and operating any aspect of the Facility or Games.

1.2 Schedules. Schedule A (Business Terms), Schedule B (Service Provider Ownership Information), Schedule C (Privacy Protection Schedule), Schedule D (Definitions) and the BCLC Standards and the terms set out therein are integral to and form part of this Agreement.

1.3 Priority of Documents. In the event of any conflict or inconsistency between the provisions of any of the following documents, then, unless the parties agree otherwise in writing, the following descending order of priority will apply to the extent of such conflict or inconsistency:

- (a) first, the terms and conditions of this Agreement; and
- (b) next, the BCLC Standards.

ARTICLE 2 **SERVICES**

2.1 Appointment as Service Provider. The Corporation hereby retains and appoints the Service Provider during the Term to provide the Services to the Corporation in the Corporation's conduct, management and operation of Games at the Facility subject to and in accordance with the terms and conditions of this Agreement, the BCLC Standards and Applicable Law.

2.2 Corporation's Discretion. The Service Provider acknowledges and agrees that the Corporation, in its discretion, will decide which Games are made available at the Facility at any given time and the Service Provider will provide the Services for such Games.

- 2.3 Non-Exclusive. Nothing in this Agreement is intended to grant to the Service Provider any exclusivity rights as to subject matter, time or geographic location, and the Corporation is free to contract with, or grant any rights to, any other Person in any location that the Corporation deems appropriate in its discretion.
- 2.4 Continuous Services. The Service Provider will provide the Services at the Site continuously and without interruption throughout the Term, subject to the exercise of the Corporation's step-in rights in accordance with Article 23 (Step-In Rights), a suspension in accordance with Article 24 (Suspension), a Force Majeure in accordance with Article 26 (Force Majeure) or a temporary abeyance in accordance with Article 27 (Temporary Abeyance).
- 2.5 Independent Contractor. The Service Provider is an independent contractor engaged by the Corporation to perform the Services. Nothing in this Agreement is intended to create a partnership, joint venture, agency, employment or representation relationship between the Corporation and the Service Provider or Personnel or subcontractors or any other Person. The Service Provider will not, and will cause such Personnel, subcontractors and other Persons not to, represent itself or themselves as a partner, joint venturer, agent, employee or representative of the Corporation to any Person, except as Prescribed by the Corporation.
- 2.6 Assumption of Risk. Except to the extent expressly allocated to the Corporation under this Agreement, all risks, costs and expenses in relation to the performance by the Service Provider of its obligations under this Agreement are allocated to, and accepted by, the Service Provider as its entire and exclusive responsibility.

ARTICLE 3

COMPLIANCE & INTEGRITY OF GAMING

- 3.1 Conduct, Management and Operation. The Service Provider acknowledges that the Corporation is responsible for the conduct, management and operation of the Games at the Facility. The Service Provider will provide the Services under the control of the Corporation.
- 3.2 Compliance. The Service Provider will provide the Services in full compliance with this Agreement and:
- (a) all Applicable Law;
 - (b) all BCLC Standards; and
 - (c) all Game Conditions.
- 3.3 BCLC Standards Updates.
- (a) The Corporation may in its discretion, amend the BCLC Standards, in whole or in part, as it deems necessary, for purposes of the conduct, management and operation of Gaming, the integrity and reputation of Gaming, the player experience, and compliance and consistency with Applicable Law.

- (b) The Service Provider will continue to perform the Services in accordance with the amended BCLC Standards.
- (c) The Corporation will post amendments to the BCLC Standards on an internet-accessible site or such other location Prescribed by the Corporation, and it is the Service Provider's responsibility to inform itself of and comply with such amendments. The Corporation will use reasonable efforts to provide advance notice of any amendments, except for amendments that are required for urgent or emergency situations.
- (d) The Service Provider is not entitled to any compensation for or contribution to costs arising from an amendment of the BCLC Standards except as provided in this Article 3.3.
- (e) In this Article 3.3, "**Contributable Standards Change**" means an amendment of the BCLC Standards identified in Appendix B of the BCLC Services Manual, but excluding any amendment that is Prescribed by the Corporation for purposes of compliance with Applicable Law.
- (f) The Service Provider may, within the period from 30 days to 90 days after the completion of a Fiscal Year, make a written application for compensation for all Contributable Standards Changes that were made in the completed Fiscal Year. The Service Provider is not entitled to any claim for Contributable Standards Changes made prior to the Effective Date. The Service Provider's application will include any information Prescribed by the Corporation, including the reason for the claim for contribution, the justification under this Agreement for the claim, an estimated value of the claim, and all steps taken or reasonably available to mitigate the impact of the Contributable Standards Change. The Corporation will accept such application in the following circumstances and subject to the following conditions:
 - (i) the Service Provider's application is complete;
 - (ii) the claim is limited to the net incremental increase in direct out-of-pocket or third party costs of implementing the Contributable Standards Change in such completed Fiscal Year, and for greater certainty no claim for such costs may be claimed for costs that may be incurred in subsequent Fiscal Years;
 - (iii) the claim for costs relating to Personnel will not include:
 - (A) any benefits or payroll burdens; or
 - (B) costs of training required pursuant to Article 14 (Employment & Training);
 - (iv) in no event will any compensation provided under this Article 3.3 exceed \$100,000 in aggregate per Fiscal Year, and no amounts may be carried over to subsequent Fiscal Years; and

- (v) the Service Provider may claim only once for a Contributable Standards Change, and without limiting the foregoing may not make a claim for any such Contributable Standards Change in more than one Fiscal Year.
- (g) The Corporation will consider applications made pursuant to this Article 3.3, and will make its decisions and payments within ninety (90) days of receipt.
- (h) In the event that the Corporation prescribes a Contributable Standards Change in the last quarter of the Fiscal Year, the Service Provider's claim may include any net incremental increase in direct out-of-pocket or third party costs associated with the said change and incurred during the Fiscal Year or within 120 days of the complete Fiscal Year ("**Extended Period**") and the Service Provider will have up to 60 days following the Extended Period to submit its application in accordance with this Article 3.3. Any claim made in the Extended Period will be included in the calculation of the Service Provider's aggregate claim total pursuant to Article 3.3(f)(iv) for the Fiscal Year in which the applicable Contributable Standards Change was made.
- (i) Nothing in this Article 3.3 limits the Service Provider's obligations to comply with all amendments of the BCLC Standards, which is absolute.

3.4 Requirements. Without limiting the generality of Articles 3.1, 3.2 and 3.3(a), the Service Provider represents, warrants, covenants and agrees with the Corporation as follows:

- (a) No Unapproved Gaming Activities. The Service Provider will not promote, display, operate or offer for sale any Lottery Scheme (including Games), or operate any Gaming Supplies, except as Prescribed by the Corporation.
- (b) Appropriate Conduct. The Service Provider will not engage in any conduct that in the discretion of the Corporation is contrary to the public interest, or is prejudicial to the integrity or reputation of Gaming, the Facility or the Corporation.
- (c) No Minors. The Service Provider will, using all reasonable efforts, not permit any individual who does not meet the minimum age requirements, as required by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility and participate in Games at the Facility.
- (d) No Ineligible Players. The Service Provider will, using all reasonable efforts, not permit any individual who has been barred or self-excluded, or is otherwise prohibited by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility or participate in Games at the Facility.
- (e) Responsible Gambling. The Service Provider will comply with the BCLC Standards relating to responsible gambling and any responsible gambling policies or programs Prescribed by the Corporation or required by Applicable Law.
- (f) Non-Participation. The Service Provider will not participate in, nor permit any Person providing the Services to participate in, Games at the Facility, except as Prescribed by the Corporation.

- (g) Interest in Other Lottery Schemes. The Service Provider will not provide or attempt or intend to provide, or hold any interest, directly or indirectly, in another Person that provides or attempts or intends to provide, to the Corporation any services of any kind whatsoever other than the Services, without the prior written approval of the Corporation.
- (h) Safety. The Service Provider will comply with the requirements of the *Workers Compensation Act* and Applicable Law relating to occupational health and safety at the Site, and will either be the "prime contractor" for the purposes of the *Workers Compensation Act* or will agree with another Person acceptable to WorkSafe BC to be the "prime contractor". The Corporation may at any time require the Service Provider to provide evidence of compliance with the requirements under the *Workers Compensation Act*, including as to payment of assessments due under it to the Workers' Compensation Board.

ARTICLE 4

BUSINESS PLANNING & REPORTING

- 4.1 Annual Business Plan. The Service Provider will comply with, and perform the Services in accordance with, the Annual Business Plan. At least ninety (90) days prior to the commencement of each Operating Year, the Service Provider will deliver to the Corporation a draft Annual Business Plan in respect of such Operating Year. The Annual Business Plan will be in the form and contain the information required by the BCLC Standards and as Prescribed by the Corporation.
- 4.2 Strategic Plan.
 - (a) The Service Provider will comply with, and perform the Services in accordance with, the Strategic Plan.
 - (b) If, as part of an Annual Business Plan, the Service Provider proposes an adjustment of MIR Investments and the MIR Allocation schedule set out in the Strategic Plan, the Service Provider will provide the Corporation with a revised draft Strategic Plan.
 - (c) In the event the Facility is a new facility, or the Facility has been relocated, the Service Provider will provide a draft Strategic Plan, or, if applicable, a revised draft Strategic Plan, within thirty (30) days after calculation by the Corporation of the MIR pursuant to Article A6.3 of Schedule A (Business Terms).
- 4.3 Review by the Corporation. The Corporation will review a draft Plan during the sixty (60) day period following receipt thereof. During this review period, the Service Provider and the Corporation will make appropriate representatives available to discuss such draft Plan.
- 4.4 Acceptance by the Corporation. The Corporation will, within ninety (90) days of receipt of a Plan by the Corporation, advise the Service Provider in writing, either:
 - (a) that the Plan is accepted by the Corporation; or

- (b) that the Plan is not accepted by the Corporation and set out the particulars of the Corporation's comments relating to the Plan.

The Corporation's comments may include a rejection of any or all of the subject matter of the Plan.

If the Plan is accepted, the Service Provider will comply with the Plan. If a Plan is not accepted, the Service Provider will, within fourteen (14) days of receipt of such advice, revise the Plan to address the Corporation's comments and re-submit the Plan to the Corporation. The Corporation will review the revised Plan within fourteen (14) days of receipt of such revised Plan, and either accept the Plan or, if not accepted, set out the particulars of the Corporation's comments relating to the Plan. The process will be repeated until the Plan is accepted. In the event that a Plan is not accepted by the Corporation, the Service Provider will (i) continue to perform the Services and make the MIR Investments in accordance with the then-applicable Plan, (ii) comply with the provisions of the Plan that the Corporation may indicate have been accepted and (iii) comply with any other requirements Prescribed by the Corporation.

- 4.5 Revisions to Plans. If the Service Provider or the Corporation determines, acting reasonably, at any time that the then-effective Plan may require amendment, the determining party will provide a written request to the other party, such request to include a detailed summary of the proposed revisions to the applicable Plan. During the sixty (60) day period following receipt of such request, the parties will meet and consult with each other in respect of the amendments to such Plan. If the parties agree to amend such Plan, the Service Provider will provide a draft revised Plan to the Corporation for review and in accordance with Articles 4.3 and 4.4.

- 4.6 Reporting. The Service Provider will:

- (a) furnish to the Corporation the reports set out in, and in accordance with, the BCLC Standards, or as otherwise Prescribed by the Corporation;
- (b) promptly give notice to the Corporation upon the Service Provider becoming aware of any non-compliance of the Service Provider with the BCLC Standards, any Material Breach or any Event of Default;
- (c) promptly give notice to the Corporation of any material breach or allegation of a material breach of any Applicable Law committed by a director, officer or Significant Interest holder of the Service Provider of which breach or allegation the Service Provider has knowledge or would have had knowledge upon reasonable inquiry; and
- (d) promptly give notice to the Corporation of any Information Security Incident or any event or circumstance that has occurred or will occur that materially adversely affects the Site or the Service Provider.

- 4.7 Acknowledgement. The Corporation acknowledges that the reporting standards under this Agreement are different from those under any Previous Agreement. As such, if there was a Previous Agreement in effect between the parties, the Service Provider will have

ninety (90) days from the Effective Date to comply with the BCLC Standards or any other reporting requirements, before such reporting requirement is considered a Compliance Breach. This provision applies to Compliance Breaches only, and does not apply to Material Breaches or Events of Default.

ARTICLE 5

FACILITY & SITE

5.1 Exclusive Licence of Facility. The Service Provider grants to the Corporation an exclusive licence to the Facility (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for:

- (a) the purposes of the Corporation's conduct, management and operation of the Games and Services and the Corporation's exercise of any rights and the Corporation's fulfilment of any obligations in this Agreement; and
- (b) all purposes ancillary thereto, including the Corporation's installation, operation, maintenance and removal of Gaming Supplies, and such other purposes as Prescribed by the Corporation.

Subject to the Corporation's overriding responsibility to conduct, manage and operate the Facility and Games and the terms and conditions of this Agreement, the Corporation provides the Service Provider with a sub-licence to the Facility as may be necessary to provide the Services and subject to such restrictions as may be Prescribed by the Corporation.

5.2 Non-exclusive Licence of Site. In addition to the licence to the Facility in Article 5.1, the Service Provider grants to the Corporation a non-exclusive licence to the other portions of the Site (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for purposes associated with or ancillary to the Corporation's purposes set out in Articles 5.1(a) and 5.1(b), including for use of all common areas of the Site and for unfettered access to and from the Facility, and for purposes of the exercise of its license in Article 5.1.

5.3 Exercise of Licence Rights. The Corporation may permit the licence rights granted in this Agreement to be exercised by itself and its directors, officers, employees, agents, contractors, subcontractors, invitees and sub-licensees.

5.4 Maintenance, Use and Repairs. The Service Provider will:

- (a) provide all furnishings, fixtures, equipment, electrical systems and data systems, within and for the provision of Services at the Facility, all in accordance with the BCLC Standards; and
- (b) maintain, operate and repair the Site, in good order, condition, appearance and repair and all furnishings, fixtures, equipment, electrical systems and data systems therein, in good condition and in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation and ensure that the Facility and the

common areas of the Site meet the facility design, amenity, ambiance and signage requirements specified in the BCLC Standards.

5.5 Lease. If the Service Provider is not the legal or beneficial owner of the Site:

- (a) concurrently with the execution of this Agreement or otherwise at the request of the Corporation, the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause the owner of the Site to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the owner of the Site, in form and substance satisfactory to the Corporation, acting reasonably, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:
 - (i) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement;
 - (ii) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement; and
 - (iii) the postponement and subordination of any interest of such owner in any asset or other property of the Service Provider in favour of any interest of the Corporation in any asset or other property of the Service Provider.
- (b) the Service Provider will promptly give notice to the Corporation if and when the Service Provider becomes aware of a change in legal or beneficial ownership of the Site.

5.6 Change of Ownership. If the Service Provider is the legal or beneficial owner of the Site, the Service Provider will not, without the prior written consent of the Corporation, transfer, assign or otherwise dispose of legal or beneficial ownership of the Site.¹

5.7 Non-Disturbance Agreement. Concurrently with the execution of this Agreement or otherwise at the request of the Corporation, including as a condition of any consent under Article 17 (Transfer, Sale & Assignment), the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause any mortgagee of the lease of the Site (whether leasehold or freehold) to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the mortgagee, in form and substance satisfactory to the Corporation, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:

- (a) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement; and
- (b) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement,

¹ If the Service Provider owns the Site.

upon and after the mortgagee taking any enforcement or realization proceedings under its mortgage of the Site (whether leasehold or freehold).

- 5.8 Restrictions on Use. The Service Provider will not, and will cause its affiliates to not, use, occupy or possess or suffer or permit the use, occupation or possession of:

- (a) the Site or any part thereof; or
- (b) any lands that are in reasonable proximity to the Site that are owned, leased or otherwise under the control of the Service Provider or its affiliates,

for any use, occupation or possession that in the discretion of the Corporation is incompatible with, or that could prejudice the integrity or the reputation of the Facility or Gaming.

- 5.9 Prohibited Communications. The Service Provider will not, directly or indirectly through any means including via an agent, and will ensure that its affiliates, directors, officers, partners, Personnel, consultants, agents, advisors, representatives or subcontractors do not, engage in or commence any discussions, plans, applications, approvals, permitting or licensing procedures with any municipality, host local government or prospective host local government regarding any new facility, relocation or substantial change, except as Prescribed by the Corporation.

- 5.10 Relocations and Substantial Changes. In accordance with the *Gaming Control Act*, the Service Provider may make an application to the Corporation for approval to relocate or make a substantial change to the Facility or the type or extent of Games at the Facility. In addition to any other requirements that the Corporation may Prescribe for such application, the Corporation may require that the Service Provider and its affiliates execute and deliver a project development agreement as set out in the BCLC Standards and in a form and in substance satisfactory to the Corporation, prior to the Corporation consenting to the Service Provider's application.

ARTICLE 6

GAMING SUPPLIES

- 6.1 Provision, Maintenance and Repair. The Corporation will provide, maintain and repair the Gaming Supplies necessary for its conduct, management and operation of Gaming at the Facility.

- 6.2 Installation, Relocation and Security of Gaming Supplies. The Service Provider will:

- (a) not permit any Gaming Supplies to be installed or used at the Facility, except as Prescribed by the Corporation;
- (b) locate the Gaming Supplies as and where Prescribed by the Corporation;
- (c) not relocate or interfere with the proper operation of any Gaming Supplies, unless Prescribed by the Corporation;

- (d) permit the Corporation and the Corporation's authorized representatives to examine the Gaming Supplies, at such times and in such manner as Prescribed by the Corporation;
 - (e) assist the Corporation and the Corporation's authorized representatives in the examination of the Gaming Supplies, and in the conduct of any examination, including security examination, or enforcement activities, at such times and in such manner as Prescribed by the Corporation;
 - (f) upon request by the Corporation, remove any Gaming Supplies;
 - (g) provide for the physical security and logical security of the Gaming Supplies in accordance with the BCLC Standards and to safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss, damage or malfunction to or of the Gaming Supplies; and
 - (h) keep the Gaming Supplies free and clear of all liens, security interests or other encumbrances.
- 6.3 No Rights to Gaming Supplies. The Service Provider acknowledges and agrees that Service Provider does not hold and will not acquire property rights or Intellectual Property Rights or other interests in or to Gaming Supplies, except as Prescribed by the Corporation.
- 6.4 Leased Games. The Corporation may, after consultation with the Service Provider, supply Leased Games to the Facility. The parties acknowledge and agree that the costs, if any, of leasing or licensing Leased Games supplied by the Corporation to the Facility will be borne by both the Corporation and the Service Provider. The Service Provider's proportion of such costs is the percentage that is equal to the Service Provider's percentage of Commission (excluding FIC) applicable to such Leased Games as set out in Article A4.1 of Schedule A (Business Terms).
- 6.5 Additional Optional Gaming Supplies. The Service Provider may apply to the Corporation for Gaming Supplies that are in addition to those Prescribed or provided by the Corporation. The Service Provider will provide the reasons for the application for the additional Gaming Supplies. The Corporation may consider the application, and at the Corporation's option may provide the additional Gaming Supplies on such terms as may be agreed to by the parties or, failing agreement, as Prescribed by the Corporation.

ARTICLE 7

SECURITY & SURVEILLANCE

- 7.1 Security and Surveillance. The Service Provider will:
- (a) provide and maintain sufficient digital and other monitoring, security and surveillance equipment and systems in and around the Site, all in accordance with the BCLC Standards;

- (b) provide, train and certify sufficient security and surveillance Personnel in accordance with the BCLC Standards;
- (c) provide for the physical and logical security of the Facility (and all individuals, equipment, software, devices and systems therein) in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, and safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss or damage to the Facility, any Gaming Supplies or property of a third party within the Facility or any injury to any individual within the Facility; and
- (d) maintain the security, currency, accuracy and integrity of Corporation Data and SP Surveillance Data and all equipment and systems on which such data and information is obtained, transmitted or stored.

7.2 Lease of Equipment. In the event that the Service Provider leases any monitoring, security or surveillance equipment and systems for use in the Facility, it must ensure that such lease agreement contains provisions that:

- (a) prohibit the lessor from accessing, using or disclosing any Corporation Data and SP Surveillance Data; and
- (b) grant the Corporation unfettered access to such information, and such right will continue after expiry or earlier termination of the lease agreement until all Corporation Data and SP Surveillance Data has been obtained by the Corporation and removed from such equipment and systems.

ARTICLE 8

FINANCIAL MATTERS & OBLIGATIONS

8.1 Revenue and Gaming Accounts. The Service Provider will:

- (a) collect, receive and hold the Revenue, the Net Win and the Chip Liability for and on behalf of and as agent for the Corporation;
- (b) deposit the Net Win into the Gaming Accounts at the times, the manner and the amount Prescribed by the Corporation;
- (c) not deposit into the Gaming Accounts any funds other than the Net Win, unless otherwise Prescribed by the Corporation;
- (d) not commingle the Net Win with the funds of the Service Provider;
- (e) adhere to cash management policies and procedures as set out in the BCLC Standards, or as otherwise Prescribed by the Corporation;
- (f) accept, on behalf of and as agent for the Corporation, bets on Games;
- (g) on behalf of and as agent for the Corporation, pay all Winnings and otherwise redeem for cash when tendered for redemption all Chips;

- (h) not install or operate any cash dispensing machines, except as provided in Schedule A (Business Terms), and will comply with the BCLC Standards in respect of any cash dispensing machines; and
- (i) for any cash dispensing services at the Site, not charge, or permit anyone to charge, service fees that exceed prevailing market rates.

- 8.2 Appointment as Trustee. The Service Provider acknowledges and agrees that the Corporation is the sole and absolute legal and beneficial owner of the Revenue, together with any additional monies received or collected by the Service Provider as a result of exchanging cash for Chips in the Facility, and that the Service Provider receives, holds and deals with those funds as trustee for the Corporation.
- 8.3 Gaming Accounts. The Gaming Accounts are for the Corporation's sole use and benefit, managed solely by the Corporation, and, without limiting the foregoing, the Corporation is not required to maintain any amounts in the Gaming Accounts or to use them or apply the funds in them solely for the Facility. The Corporation may remove any amounts, including the Net Win, from the Gaming Accounts at any time at its discretion.
- 8.4 Gaming Bankroll. The Service Provider will provide and maintain the Gaming Bankroll in such amount as is required for the purposes of making change, redeeming Chips and promptly paying Winnings.
- 8.5 Commission. In consideration of the Service Provider's provision of the Services, the Corporation will pay the Service Provider the remuneration set out in Schedule A (Business Terms). The Service Provider acknowledges and agrees that notwithstanding any references to the remuneration that is applicable to any particular Game or any other part of the Services, the remuneration calculated under this Agreement is for the whole of the Services.
- 8.6 Statement of Account. The Corporation will provide the Service Provider with a statement of account weekly or at such intervals as may be Prescribed by the Corporation, and the statement of account will include:
- (a) a calculation of the Revenue;
 - (b) a calculation of the Net Win; and
 - (c) a calculation of that portion of the Net Win that the Corporation will pay the Service Provider in respect of payment for the Services for the previous week or Prescribed interval, as applicable, which is determined as follows:
 - (i) the total amount of the Commission owing to the Service Provider for the previous week, based on the percentages set out on Schedule A (Business Terms);

PLUS

- (ii) the reimbursement for F&B Redeemed, pursuant to the terms and conditions of the Loyalty Program;
PLUS OR MINUS, as applicable
- (iii) any other amounts owing to or from the Service Provider pursuant to the terms and conditions of the Loyalty Program (other than in respect of F&B Redeemed pursuant to (ii) above);
PLUS OR MINUS, as applicable
- (iv) any amounts owing to or from the Service Provider pursuant to the terms and conditions of Promotional Programs;
LESS
- (v) monthly, any amounts owing by the Service Provider to the Corporation in respect of Leased Games pursuant to Article 6.4;
LESS;
- (vi) any amounts owing by the Service Provider to the Corporation in respect of any additional optional Gaming Supplies pursuant to Article 6.5;
PLUS OR MINUS, as applicable,
- (vii) a calculation of any amount owing to the Corporation under this Agreement, in respect of any adjustments or corrections, pursuant to Article 8.10;
PLUS OR MINUS, as applicable,
- (viii) any other amount owing to or from the Service Provider under this Agreement;
PLUS
- (ix) all amounts payable to the Service Provider in respect of any sales or value-added tax and of all other applicable taxes,

all without duplication, the total of the foregoing, if a positive number, being the "**Weekly Amount**", and if the total of the Weekly Amount is a negative number, the Service Provider is liable to the Corporation for the absolute value of such total, and will pay the Corporation such value upon demand, or at the Corporation's option such value will be applied as a reduction or adjustment on the statement of account for a Prescribed future Weekly Amount.

- 8.7 Payment of Weekly Amount. Upon delivery by the Corporation of a statement of account pursuant to Article 8.6, the Corporation will pay to the Service Provider the Weekly Amount.

8.8 Taxes.

- (a) All amounts payable to the Service Provider under this Agreement are exclusive of any sales or value-added tax and of all other applicable taxes. The Service Provider will collect and remit all applicable taxes to the appropriate governmental authority in a timely manner. The Service Provider will provide the Corporation with all information and documentation required for the Corporation to calculate applicable taxes under this Agreement, including upon request any information the Corporation requires in relation to the labour component applicable to the Services.
- (b) Subject only to Article 8.8(c), the parties acknowledge that under this Agreement the Corporation is not providing any form of reimbursement, as the term "reimbursement" is used for purposes of sales taxes, value-added taxes or income taxes.
- (c) The parties will treat a reimbursement provided in Article 3.3(f) for a Contributable Standards Change as a reimbursement for purposes of sales taxes, value-added taxes and income taxes.

8.9 Chip Exchange. If:

- (a) the Service Provider closes the Facility or this Agreement expires or is terminated;
- (b) the nominal inventory of Chips for the Facility is decreased in the Computer System but not all the Chips are physically in the control of either BCLC or the Service Provider;
- (c) the Service Provider rebrands the Facility or there is an approved relocation planned for the Facility; or
- (d) the Corporation determines that a Chip exchange is necessary or desirable,

then, at the direction of the Corporation, the Service Provider will collect such classes of Chips Prescribed by the Corporation and, other than under Article 8.9(a), replace them with new Chips in accordance with the procedures set out in the BCLC Standards. The Service Provider is responsible for reimbursing the Corporation for an amount equal to the total of the face value of all Chips that are lost, stolen, or otherwise unaccounted for and not collected, which amount may be set off against amounts owing to the Service Provider.

8.10 Adjustments and Disputed Amounts.

- (a) The Corporation may include, on any statement of account, a summary of any debits or credits required to the Weekly Amount to reflect advances or other payments previously made in respect of the Weekly Amount and to reflect required adjustments or corrections that have not been recorded on a previous statement of account, and the Weekly Amount will be adjusted accordingly.

- (b) The Corporation may also make other adjustments to the statement of account to reflect the correction of errors on previous statements of account, other provisions in this Agreement, Service Provider initiated *ex-gratia* payments or other adjustments as agreed to in writing by the parties.
- (c) The inclusion of any amount on a statement of account or invoice will not be construed as an acceptance or approval of incomplete or improper Services or any other matter provided by the Service Provider which is not in conformance with the requirements of this Agreement and will not operate to relieve the Service Provider from any of its obligations under this Agreement.

ARTICLE 9

FINANCIAL ACCOUNTS & RECORDS

9.1 Accounts and Records. The Service Provider will:

- (a) maintain books of account and records as required by the terms and conditions of this Agreement, the BCLC Standards, or as otherwise Prescribed by the Corporation, and cause such books of account and records to be made available to the Corporation and the Corporation's authorized representatives within a reasonable time and no later than 24 hours from a request by the Corporation or the Corporation's authorized representatives; and
- (b) make available to the Corporation and the Corporation's authorized representatives such information and material as may be required by the Corporation for the purposes of an examination and otherwise co-operate and give such assistance as may be necessary for the Corporation and the Corporation's authorized representatives to carry out their examination,

and the obligations on the part of the Service Provider in this Article 9.1 will survive expiry or earlier termination of this Agreement for a period of seven (7) years.

9.2 Inconsistencies. In the absence of manifest error or unless otherwise agreed by the parties, in the event of any inconsistency between any records generated by the Service Provider or the Computer System, the final record will, in each case, be determined by the information and records generated by the Computer System and the Service Provider is bound thereby and will account to the Corporation on the basis of information generated by the Computer System. The Corporation will not be liable for any reduction in the Service Provider's remuneration that may directly or indirectly result from any malfunction of the Computer System or Service Provider errors.

ARTICLE 10

EXAMINATIONS

10.1 Authority to Examine. In addition to any of the Corporation's other rights of examination under this Agreement, the BCLC Standards or Applicable Law, at any time and in the Corporation's discretion, the Corporation and its authorized representatives may conduct physical, logical and electronic examinations, in relation to this Agreement, the Services, Gaming, the Facility, and the Site and in conjunction with such examinations:

- (a) the Service Provider will provide the Corporation and its authorized representatives, at all reasonable times, with unfettered access to the Facility, Gaming Supplies, the common areas of the Site, all of the Services and any other location where the Service Provider carries on business or stores records, and all systems, devices, networks, services, software and information used (currently or in the past) to provide, monitor, protect or operate the Facility, the Gaming Supplies or the Site or to provide the Services;
- (b) the Corporation may examine, remove for examination and reproduce records (physical or electronic) in the possession of the Service Provider, its affiliates, its subcontractors and their respective Personnel that are associated in any way with the subject of the examination, any information or records required to be provided pursuant to this Agreement or the BCLC Standards, or that relate to the financial health and solvency of the Service Provider;
- (c) the Corporation may interview and examine all Service Provider's Personnel and all subcontractors and their Personnel, and the Service Provider will make available and cause to be made available all such Personnel, subcontractors and their Personnel as and when requested by the Corporation;
- (d) during the examination, the Service Provider will grant the Corporation and its authorized representatives access to the Service Provider's records, third party examination reports, systems, facilities, controls, processes, procedures, monitoring and measurement systems;
- (e) the Service Provider will provide, and cause to be provided, all such information and records as are requested by the Corporation as part of any of its examinations under this Agreement; and
- (f) the Service Provider will do all such things as requested to assist the Corporation in any and all such examinations.

For clarity, the foregoing does not replace or prevent the exercise of any statutory authority or power that the Corporation or any other governmental authority may have in respect of its examination or compulsion powers.

10.2 Examination Results. To the extent that any default, deficiency, failure or error by the Service Provider is discovered under any examination permitted under this Agreement, the Service Provider will promptly remedy such default, deficiency, failure or error at its own cost. Nothing in this Agreement will prevent the Corporation or any governmental authority from exercising any power it may have under any Applicable Law. The Corporation is entitled to use the results of any examination and to disclose the results to any governmental authority as required under Applicable Law.

10.3 Third Party Examination and Reporting. No less than once per Operating Year, the Service Provider will have an independent certified professional accounting firm or another independent third party reasonably acceptable to the Corporation conduct such examinations, including audits, assessments or reports, as are required in the BCLC Standards.

- 10.4 Cost. The cost of performing all initial examinations conducted pursuant to Article 10.1 will be borne by the Corporation. In addition, the Service Provider will bear the cost of all follow-up examinations that are reasonably required to ensure that the Service Provider has cured any default, deficiency, failure or error, except to the extent that the Corporation would have incurred such cost for other ordinary course examinations.

ARTICLE 11

MARKETING & PROMOTION

- 11.1 Loyalty Programs. The Service Provider will participate in, support, promote and contribute to the Loyalty Programs that the Corporation Prescribes. The Service Provider will not operate a Promotional Program other than a Loyalty Program Prescribed by the Corporation without prior written consent.
- 11.2 Marketing Programs. The Service Provider may conduct its own Marketing Programs and Contests throughout the Term, and will do so in compliance with the BCLC Standards and Applicable Law.
- 11.3 CASL Compliance. Without limiting the requirements to comply with Applicable Law, the Service Provider will comply with CASL.
- 11.4 Signage. The Service Provider will display only such signage as is permitted by the BCLC Standards or approved by the Corporation, and will install and display such signage as is supplied by the Corporation.
- 11.5 Name of Facility. The Service Provider will not change the name or branding of the Facility without the Corporation's prior written consent.
- 11.6 Cancellation. If, in the opinion of the Corporation, any Contests, Marketing Programs or Promotional Programs operated or managed by the Service Provider might prejudice the integrity or the reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia:
- (a) the Corporation may in writing instruct the Service Provider to cease and desist any such Contests, Marketing Programs or Promotional Programs; and
 - (b) the Service Provider will immediately cease and desist any such Contests, Marketing Programs or Promotional Programs.

ARTICLE 12

PROTECTION, USE & DISCLOSURE OF DATA & INFORMATION

- 12.1 Covenant. A Recipient will keep any Confidential Information disclosed to it by the Disclosing Party confidential and not disclose the same to any third party without the prior written consent of the Disclosing Party, and in the case of the Service Provider, will use the Corporation's Confidential Information only for the purpose of performing the Service Provider's obligations under this Agreement. Notwithstanding the foregoing, the Corporation is entitled to disclose any Confidential Information to the Gaming Policy & Enforcement Branch, the Minister of Finance, the Minister responsible for the Corporation

or to any other governmental authority as required by Applicable Law or to any other extent reasonably required to enforce the rights and remedies under this Agreement. Further, nothing in this Agreement will prevent the Corporation from disclosing any information which is proprietary to the Corporation under the terms of this Agreement to any party the Corporation may see fit without the prior or any consent of the Service Provider. The Service Provider may disclose Confidential Information to its representatives, advisors and consultants to the extent reasonably required to perform its obligations under this Agreement, provided such persons agree to confidentiality provisions equivalent to those of this Article 12.1. Notwithstanding the above, either party is entitled to disclose any information supplied by the other party if such party is required to disclose such information by court order or by other compulsion of law.

- 12.2 Ownership of Corporation Data. The Service Provider will (a) generate Corporation Data, (b) preserve and maintain all Corporation Data in its possession or under its control, and (c) transfer Corporation Data to the Corporation, all in accordance with the BCLC Standards, as required to comply with this Article 12.2 and in the manner and at the times Prescribed by the Corporation. The Service Provider acknowledges and agrees that the Corporation Data is the sole and exclusive property of the Corporation, and that the use of the Corporation Data is subject to the Corporation's control (even if in the custody of the Service Provider).
- 12.3 SP Surveillance Data. The Service Provider will (a) generate SP Surveillance Data, (b) preserve and maintain all SP Surveillance Data, and (c) provide the Corporation with a copy of such SP Surveillance Data, all in accordance with the BCLC Standards, as required to comply with this Article 12.3 and in the manner and at the times Prescribed by the Corporation. The Corporation acknowledges and agrees that the SP Surveillance Data is the sole and exclusive property of the Service Provider. The Service Provider hereby grants to the Corporation an irrevocable, unconditional, perpetual, non-exclusive, royalty-free right (i) to possess, use, maintain, modify, translate, adapt and display the SP Surveillance Data for any purposes consistent with the Corporation's business and operations and compliance with Applicable Law, including such purposes as the Corporation may, in its discretion, consider necessary or advisable in connection with the operation, security, maintenance of the Facility, (ii) to distribute and transfer such SP Surveillance Data to any third party, or any governmental authority, (iii) to use the SP Surveillance Data in conducting analysis for the purposes of improving or changing any BCLC Standards, Services, BCLC IP, and (iv) for the purposes of conduct, management and operation of the Facility.
- 12.4 Privacy and Access Laws. The Service Provider acknowledges that all information submitted to the Corporation is subject to the provisions of FIPPA.
- 12.5 Protection of Personal Information and Data. In providing the Services, the Service Provider will only collect, use and disclose Corporation Data, SP Surveillance Data and any other information that is Personal Information in accordance with the terms of this Agreement, BCLC Standards, Applicable Law, and in accordance with the purpose and terms that the Corporation has collected and disclosed such Corporation Data, SP Surveillance Data and any other information that is Personal Information and will comply with the terms of the Privacy Protection Schedule attached to this Agreement as

Schedule C (Privacy Protection Schedule). The Service Provider will make commercially reasonable efforts to prevent an Information Security Incident.

- 12.6 Disaster Recovery and Backup. The Service Provider will maintain a disaster recovery and business continuity plan for all technology, operational, financial, human or other resources reasonably required to provide the Services in accordance with the BCLC Standards. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with an executive summary of the Service Provider's then-current version of the disaster recovery and business continuity plan, and will revise it to adequately address concerns that the Corporation raises with the Service Provider. The Service Provider will perform disaster recovery and business continuity tests as required by the BCLC Standards.
- 12.7 Computer System Access. The Service Provider will access the Computer System only in accordance with the BCLC Standards and will not modify, revise or otherwise change, or allow any other person to modify any aspect of the Computer System in any manner that would or would reasonably be expected to interfere with or compromise the systems, infrastructure, architecture, security, integrity, coding or functionality of the Computer System, any data residing on or being processed by the Computer System, or otherwise adversely impact the Corporation. Without limiting the foregoing, the Service Provider will ensure that: (a) access to the Computer System by the SP Systems is only through the network(s) and means specified in the BCLC Standards, and (b) the SP Systems will comply with the BCLC Standards. The Service Provider will comply with any testing, security, controls and production requirements as outlined in the BCLC Standards. The Service Provider will only remove Corporation Data from the Computer System as expressly permitted by the Corporation or the BCLC Standards, and in any event will segregate, physically and logically, all Corporation Data from its own data, including as required by the BCLC Standards. In the event of an Information Security Incident, the Service Provider will follow the procedure set out in the BCLC Standards.
- 12.8 No Disabling Code. The Service Provider represents and warrants that the Services, and all systems, networks, devices or services that provide, monitor, access, or secure the Services including the SP Systems, will not contain any virus, Trojan horse, self-replicating or other computer instructions that may: (a) alter, destroy, inhibit or discontinue the Corporation's effective receipt of the Services, BCLC IP or any Corporation Data, (b) erase, destroy, corrupt or modify any data, programs, materials or information used by the Corporation or its users, (c) store any data, programs, materials or information on the Corporation's computers, including the computers of its users, (d) bypass any internal or external security measure to obtain access to the Corporation's resources, or (e) introduce software, code, routine, program or similar material prohibited in the BCLC Standards.
- 12.9 Data Examinations. In addition to the Corporation's other examination rights under this Agreement, examiners may conduct on-site, physical, and logical security reviews, vulnerability testing and disaster recovery testing for the SP Systems containing or accessing the Computer System, Corporation Data or BCLC IP, and otherwise examine the Service Provider's operations for compliance with requirements set out in this Agreement and the BCLC Standards. If vulnerabilities are identified, the Service Provider

will (a) promptly document and implement a mutually agreed-upon remediation plan, (b) upon the Corporation's request, provide the Corporation with the status of the implementation, and (c) otherwise comply with any requirements of the BCLC Standards. The Corporation is not responsible for any harm that results from these examinations.

- 12.10 Notice & Examination. The Service Provider will immediately give notice to the Corporation of any actual or suspected security breach of, or unauthorized or suspicious access to, the Service Provider's systems, devices, software, services or networks or the Computer System as required by the BCLC Standards, including an Information Security Incident, and will provide the Corporation with all such access and information as the Corporation requests in an examination, and will take all such steps as the Corporation requires to rectify such actual or suspected security breach or access.
- 12.11 Vulnerability Testing. Without limiting the application of any required vulnerability testing or assessment set out in the BCLC Standards, the Service Provider will assess and remediate the vulnerabilities of the Service Provider's systems, devices, software, networks or services (including the SP Systems and those of any subcontractor) that could compromise the data, systems, or critical functioning of the information technology infrastructure of the Service Provider, the Corporation, the Computer System, or their respective users, Players, clients or customers or that impacts the Service Provider's external-facing, internal or partner environments or the Services, as required by the BCLC Standards.

ARTICLE 13

INTELLECTUAL PROPERTY

- 13.1 BCLC IP. All BCLC IP is and will be owned exclusively by the Corporation. The Service Provider hereby irrevocably and unconditionally assigns, transfers and conveys and will cause its Personnel and subcontractors and their Personnel to irrevocably and automatically assign, transfer and convey to the Corporation, in each case without additional consideration, all right, title and interest throughout the world in and to the BCLC IP when the Service Provider (or its Personnel or subcontractors or their Personnel) acquires, conceives, creates, develops or first reduces to practice the BCLC IP. The Service Provider will cause its Personnel and subcontractors and their Personnel to irrevocably and unconditionally waive, to the extent permitted by Applicable Law, any claims they may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to any BCLC IP.
- 13.2 Licence of BCLC IP. Subject to the Service Provider's compliance with all of the terms and conditions of this Agreement, the Corporation hereby grants to the Service Provider a royalty-free, non-transferable and non-exclusive right and license to use the BCLC IP, during the Term, without any further right to sub-license, solely as necessary to perform its obligations under this Agreement and for no other purpose. The Service Provider agrees, now and hereafter, not to challenge the ownership or validity of any of the BCLC IP, including the Corporation Data.
- 13.3 Licensed IP. The Corporation will in writing advise the Service Provider of requirements of third party agreements and licenses pertaining to the use of Licensed IP. The Service Provider will conduct itself in such a manner that allows the Corporation to fulfill its

obligations and maintain its good standing in respect of any third party agreements and licenses pertaining to the use of the Licensed IP, and the Service Provider will comply with covenants and obligations under such third party agreements and licenses as if it were an original signatory thereto.

- 13.4 Use of Trademarks. During the Term, the Service Provider may use such trademarks of the Corporation as the Corporation may approve in the BCLC Standards or otherwise in writing (the "**Approved Corporation Trademarks**"), and the Corporation may use such trademarks of the Service Provider as the Service Provider may approve in writing (the "**Approved Service Provider Trademarks**"), for the sole purposes of advertising or promoting the Facility, in each case subject to and in accordance with this Article 13. For the avoidance of doubt, the Service Provider may not use any trademarks of the Corporation other than Approved Corporation Trademarks and the Corporation may not use any trademarks of the Service Provider other than Approved Service Provider Trademarks.
- 13.5 Standards for Trademarks. The Service Provider may not use the Approved Corporation Trademarks except in accordance with such style guidelines as are set forth in the BCLC Standards or as the Corporation may otherwise Prescribe and, without limiting the generality of the foregoing, will clearly indicate in all advertising that the Approved Corporation Trademarks are owned by the Corporation and used with the Corporation's permission. The Service Provider will not, directly or indirectly, advertise, exploit, promote or otherwise deal with any of the Approved Corporation Trademarks in any manner that might adversely affect the goodwill attaching to and symbolized by such trademarks. In addition to the foregoing, each party agrees, in respect of the other party's trademarks, to fully and promptly comply with any instructions or directions regarding the use, appearance, location, size, context, cessation or similar matter of the other party's trademarks when provided by the other party. Without limiting the application of the other provisions of this Article 13.5, the licensee of the other party's trademarks will not remove, alter, obscure or otherwise change any proprietary notice affixed by such party to its materials.
- 13.6 Goodwill. All goodwill in the Approved Corporation Trademarks will accrue to the Corporation. All goodwill in the Approved Service Provider Trademarks will accrue to the Service Provider. At no time during or after the term of this Agreement will the Service Provider challenge or assist others to challenge the trademarks, service marks or trade names of or claimed by the Corporation or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to those of the Corporation.

ARTICLE 14

EMPLOYMENT & TRAINING

- 14.1 Engagement of Personnel. The Service Provider will engage such Personnel as may be necessary to provide the Services, provided that in the engagement of such Personnel, the Service Provider will:
- (a) engage or employ only such Personnel as are trained, competent and otherwise satisfy the standards and qualifications Prescribed by the Corporation;

- (b) ensure such Personnel are registered, licensed and approved as required by Applicable Law; and
- (c) maintain exclusive supervision and control over the Personnel engaged or employed directly or indirectly by the Service Provider to provide the Services, and exercise exclusive responsibility and authority for hiring, supervising, directing, compensating, disciplining, terminating and administering such Personnel, and costs related thereto, provided that the Service Provider complies with the applicable provisions of this Agreement.

14.2 Supervisory Personnel. The Service Provider will appoint competent supervisory Personnel and will require attendance by sufficient supervisory Personnel at the Facility at all times while open to the public.

14.3 Cooperation with Other Contractors. The Service Provider will cooperate with other contractors and subcontractors of the Corporation.

14.4 Obligations of Service Provider. The Service Provider is exclusively responsible for and will comply with:

- (a) all obligations as employer of Personnel employed by the Service Provider to provide the Services, including payment of all wages, salaries and benefits and deduction and remittance of all statutory withholdings for income tax, employment insurance and Canada Pension Plan, payment of Workers' Compensation Board assessments and the like; and
- (b) all obligations of the Service Provider to Personnel under contracts with independent contractors retained by the Service Provider to provide the Services, including payment of service fees, sales, services or value added tax and any other fees or taxes associated therewith.

14.5 Standard Training Programs. The Service Provider will ensure that, in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, all Personnel successfully complete required training programs, including updated or remedial training.

14.6 Remedial Training Programs. In the event of a Material Breach:

- (a) the Corporation may require that the Service Provider and all Personnel successfully complete a remedial training program and all such Personnel must cooperate in, participate in, fully and satisfactorily complete such remedial training program;
- (b) such training will be completed at the cost of the Service Provider; and
- (c) the Corporation will invoice the Service Provider for costs incurred by the Corporation for such training and the Service Provider must promptly pay such invoice.

- 14.7 Appointment of Compliance Officer. The Service Provider will appoint a compliance officer approved by the Corporation. The compliance officer will report directly to a senior officer of the Service Provider in a position approved by the Corporation, which position may include the chief executive officer, the chief operating officer, the board chair or, if Prescribed by the Corporation, the equivalent senior officer of a direct or indirect owner of the Service Provider. The compliance officer will hold the qualifications, certifications and experience Prescribed in the BCLC Standards. The compliance officer's duties will include the following:
- (a) monitoring compliance of the Service Provider, its Personnel, subcontractors and their Personnel with the BCLC Standards, the Game Conditions and Applicable Law;
 - (b) liaising with the Corporation; and
 - (c) organizing attendance at remedial training.

ARTICLE 15

INSURANCE

- 15.1 Insurance. The Service Provider will purchase and maintain such policies of insurance as reasonably Prescribed by the Corporation and will deliver satisfactory proof of such insurance to the Corporation upon request and as soon as reasonably practicable after any material change to such policies of insurance.

ARTICLE 16

REPRESENTATIONS & WARRANTIES

- 16.1 Representations and Warranties. The Service Provider represents, warrants and covenants to the Corporation that:²
- (a) if a corporation, the Service Provider is a corporation, duly organized and validly existing under the laws of Canada and has full power and capacity to perform all its obligations in this Agreement and in all other documents, instruments and agreements required to be executed and delivered by the Service Provider pursuant to this Agreement;
 - (b) if a partnership, the Service Provider is a [] partnership duly created and validly existing under the [] and has full power and capacity to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider to this Agreement, and the general partner of the Service Provider is a [] duly organized and validly existing under the laws of [], has been duly appointed general partner of the Service Provider, and has full power and capacity to perform both its own obligations and those of the Service Provider on the Service Provider's behalf in this Agreement

² Representations and warranties to be customized to ownership structure of Service Provider.

and in all other documents, instruments and agreements required to be executed and delivered pursuant to this Agreement;

- (c) the execution and delivery of this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider, and the general partner of the Service Provider, if applicable, pursuant to this Agreement have been duly authorized by all necessary action, have been duly executed and delivered and constitute legal, valid and binding obligations of the Service Provider enforceable in accordance with their terms and do not contravene or violate (i) any provision of its constating documents, (ii) any Applicable Law or any other Person's rights;
- (d) the information set out in Schedule B (Service Provider Ownership Information) is true and correct and, except as set out in Schedule B (Service Provider Ownership Information), there is as at the date of this Agreement no outstanding offer, agreement or other arrangement pursuant to which:
 - (i) any Person is entitled to subscribe for or take by means of transfer or by conversion any form of investment, security or voting rights in the Service Provider or, if applicable, the general partner of the Service Provider; or
 - (ii) if applicable, the partnership agreement governing the Service Provider will be amended;
- (e) the Service Provider, and, if applicable, the general partner of the Service Provider, and all Persons who control or have a Significant Interest in the Service Provider, and if applicable, the general partner of the Service Provider, are eligible for registration as gaming services providers under the *Gaming Control Act*;
- (f) the Service Provider is a registered gaming services provider under the *Gaming Control Act*, and will maintain such registration throughout the Term;
- (g) all Personnel who are required by Applicable Law to be registered as gaming workers are registered and will maintain such registrations throughout the Term;
- (h) all Personnel have and will maintain throughout the Term all skills, qualifications, expertise and experience necessary to perform the Services with a high degree of quality, consistent with industry standards applicable to top tier providers of similar services and otherwise in accordance with the terms of this Agreement;
- (i) the Service Provider has no knowledge of any material fact or matter not disclosed to the Corporation by the Service Provider that, if known by the Corporation, might reasonably be expected to deter the Corporation from entering into this Agreement or completing the transactions contemplated in this Agreement or that might materially adversely affect the ability of the Service Provider to perform its obligations under this Agreement;
- (j) without limiting the representation in Article 16.1(i), the Service Provider is itself, or is through subcontracting or other arrangements, fully capable of participating

in the Loyalty Programs and other Promotional Programs, including providing for redemption by Players for food and beverage products at the Facility;

- (k) the Service Provider either is the registered and beneficial owner of, or has an exclusive lease in respect of, the Site; and
- (l) no Event of Default has occurred.

ARTICLE 17 TRANSFER, SALE & ASSIGNMENT

17.1 Definitions. For the purpose of this Article 17:

- (a) a Person is an “**associate**” of another Person if:
 - (i) one is a corporation of which the other is an officer or director;
 - (ii) one is a corporation that is controlled by the other or by a group of Persons of which the other is a member;
 - (iii) one is a partnership of which the other is a partner;
 - (iv) one is a trust of which the other is a trustee or a beneficiary or an associate of either;
 - (v) one is a relative, including a spouse, of the other or a relative of the other spouse, if the relative has the same home as the other;
 - (vi) both are corporations controlled by the same Person;
 - (vii) both are members of a voting trust that relates to voting shares of the Service Provider; or
 - (viii) both, in the reasonable opinion of the Corporation, are parties to an agreement or arrangement the purpose of which is to require them to act in concert with respect to their interests, direct or indirect, in the Service Provider, or they are otherwise acting in concert with respect to those interests;
- (b) “**control**” means control in any manner that results in control in fact, whether directly through the ownership of securities or indirectly through a trust, an agreement or arrangement, the ownership of any body corporate or otherwise, and, without limiting the generality of the foregoing:
 - (i) a body corporate is controlled by a Person if:
 - (A) securities of the body corporate to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person, and the

votes attached to those securities are sufficient, if exercised, to elect the majority of the directors of the body corporate; or

- (B) the body corporate is a publicly traded company and securities of the body corporate to which are attached more than ten per cent (10%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person unless that Person gives notice to and satisfies the Corporation that the Person does not in fact control the body corporate; or
- (ii) a partnership or unincorporated organization is controlled by a Person with an ownership interest therein representing more than ten per cent (10%) of the assets of the partnership or organization or such ownership interest is held, by or for the benefit of that Person;
- (c) "**corporation**" includes a body corporate, partnership and unincorporated organization; and
- (d) "**ownership interest**" means an interest in a corporation under all circumstances or under some circumstances that have occurred and are continuing, and includes a security currently convertible into such an interest and currently exercisable options and rights to acquire such an interest or such a convertible security.

17.2 Assignment. No transfer, sale, assignment or other disposition of this Agreement, or the rights hereunder, whether contingent, absolute or otherwise by the Service Provider is valid without first obtaining the consent of the Gaming Policy & Enforcement Branch, and thereafter, obtaining the prior written consent of the Corporation. Any consent of the Corporation may be subject to conditions Prescribed by the Corporation, and any such transfer, sale, assignment or other disposition will only be effective upon compliance with such conditions. Any transfer, sale or assignment or other disposition of this Agreement or of the rights hereunder whether contingent, absolute or otherwise by the Service Provider without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation. Notwithstanding the foregoing, the Service Provider may not transfer or assign any of its rights or obligations under this Agreement to anyone who is not registered as a gaming services provider under the *Gaming Control Act*.

17.3 Ownership Constraint.

- (a) No Person will hold, beneficially own or control, either directly or indirectly, ownership interests in the Service Provider which, in the aggregate, are five per cent (5%) or more of the total ownership interests in the Service Provider (referred to in this Article 17 as a "**Significant Interest**"), unless the Person first obtains the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation; and
- (b) a Person who holds, beneficially owns or controls, either directly or indirectly, a Significant Interest will not:

- (i) dispose, in any manner whatsoever, of any portion of such Significant Interest; or
- (ii) acquire, in any manner whatsoever, a greater Significant Interest,

if such disposition or acquisition would result in a change of control of the Service Provider, unless the Person has first obtained the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation, to such disposition or acquisition.

Any consent of the Corporation under this Article 17.3 may be subject to conditions Prescribed by the Corporation, and no Person will hold, beneficially own or control, either directly or indirectly, a Significant Interest except in compliance with such conditions and any such disposition or acquisition will only be effective upon compliance with such conditions.

For the purposes hereof, each Person who is a member of a group of Persons all of whom are associates of each other will each be deemed to beneficially own all ownership interests of the Service Provider which are collectively held, beneficially owned or controlled, either directly or indirectly, by the members of such group.

For the purposes of this Article 17, the requirements of this Article 17.3 are, together, the **"Ownership Constraint"**.

17.4 Amend Corporate/Governing Documents. If the Service Provider is a corporation, the Service Provider will as soon as practicable and in any event within 180 days of the Effective Date amend its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document so as to adopt the Ownership Constraint (defined in Article 17.3), as well as such ancillary provisions required to enable the Service Provider to enforce the Ownership Constraint, to provide for the following:

- (a) the Service Provider will not issue or register the transfer of any ownership interest in the Service Provider if to the knowledge of the Service Provider such issue or transfer will contravene the Ownership Constraint;
- (b) the Service Provider will, upon acquiring knowledge of any contravention of the Ownership Constraint by a holder of an ownership interest:
 - (i) promptly notify the Corporation;
 - (ii) suspend all voting and participation rights attached to such ownership interest in the Service Provider (to the extent permitted by Applicable Law); and
 - (iii) not distribute any funds that may be payable or become payable to the ownership interest until such contravention is remedied; and
- (c) if any holder of an ownership interest is in contravention of the Ownership Constraint, the Service Provider will immediately provide written demand to such

holder to remedy the contravention, and if such holder fails to remedy the same within thirty (30) days following receipt of written demand therefor from the Service Provider, the Service Provider will forthwith take all reasonable steps available at law to cause such holder to sell or purchase equitable interests in the Service Provider as required in order to remedy such contravention,

and the Service Provider will comply with the foregoing requirements of Articles 17.4(a) to 17.4(c) whether or not the Service Provider has amended its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document.

- 17.5 Observe and Comply. Following the amendments referred to in Article 17.4 to the articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing or constating document of the Service Provider becoming effective, the Service Provider will duly observe and comply with all such provisions and provide the Corporation upon request with any information it may reasonably request in order to monitor such compliance.
- 17.6 Holders of Significant Interest. The Service Provider represents and warrants that every Person holding a Significant Interest is fully and accurately set out in Schedule B (Service Provider Ownership Information). The Corporation acknowledges and agrees that the Significant Interests as set out in Schedule B (Service Provider Ownership Information) have been consented to by the Corporation. The Service Provider will not permit any Person to beneficially own or control, directly or indirectly, acquire or dispose of a Significant Interest without the prior consent of the Corporation as required by this Article 17.
- 17.7 Secured Interests. The Service Provider may, subject to first obtaining the written consent of the Corporation, grant a security interest in the Service Provider's interest in this Agreement to a bank under the *Bank Act (Canada)* or other lender approved in writing by the Corporation (hereinafter called the "**Secured Party**") and on such terms and conditions approved in writing by the Corporation provided that such approval will in no manner whatsoever:
- (a) prevent the Corporation from exercising its rights and remedies under this Agreement as against the Service Provider in the event the Service Provider is in default of this Agreement; or
 - (b) authorize or permit the Secured Party to provide the Services to the Corporation in the place of the Service Provider other than with the express written consent of the Corporation and on such terms and conditions as may be Prescribed by the Corporation.
- 17.8 Security Interest. As collateral and security for the performance of its obligations under this Agreement and such other obligations as Prescribed by the Corporation, the Service Provider grants to the Corporation a security interest in the Revenue, the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies, and any proceeds thereof, and

agrees that the Corporation may register financing statement(s) or other registrable instrument(s) in any applicable personal property registry or other registry to perfect the security interest granted in favour of the Corporation, and the Service Provider will cooperate with the Corporation and execute all instruments and documents required by the Corporation in furtherance of the foregoing. To the extent permitted by Applicable Law, the Service Provider irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under applicable personal property security statutes by or on behalf of the Corporation in respect of this Agreement or any other security agreement.

- 17.9 Security and Priority Agreements. At the Corporation's request, the Service Provider will execute and deliver such security as the Corporation deems necessary or desirable, in form and substance satisfactory to the Corporation in its discretion, to secure the Corporation's interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies. At the request of the Corporation, the Service Provider will use commercially reasonable efforts to cause any other party having an interest in the asset or other property of the Service Provider to execute and deliver agreements granting priority in favour of the Corporation's security interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, its Confidential Information, the BCLC IP and the Gaming Supplies. The Corporation may make obtaining such agreements a condition of providing a consent under this Article 17.
- 17.10 Assignment of Interest. If the Corporation has consented to the grant of a security interest over the Service Provider's interest in this Agreement pursuant to Article 17.7 then, in the event the Service Provider is in default of the security interest of the Secured Party, the Corporation will, upon the legal request of the Secured Party, permit the assignment of the Service Provider's interest in this Agreement, subject to first obtaining the written approval of the Corporation, to a Person approved by the Corporation and on such terms and conditions approved by the Corporation. Any such assignment will require the assignee service provider to enter into an amendment to this Agreement, which would, in the Corporation's discretion, bring the terms of this Agreement current with the requirements of the Corporation for issuance of service agreements to new service providers. No assignment of the Service Provider's interest in this Agreement will prevent the Corporation from otherwise exercising its rights and remedies under this Agreement.
- 17.11 Notice and Costs of Request for Consent. The Service Provider will provide at least thirty (30) business days' notice, or such longer period for notice as may be set out in the BCLC Standards, to the Corporation of any proposed change that would require the Corporation's consent under this Article 17, such notice to be accompanied by the material and information set out in the BCLC Standards. If the Service Provider provides less than thirty (30) business days' notice (including the provision of the accompanying material and a proposed replacement for Schedule B (Service Provider Ownership Information)), or such longer period for notice as may be set out in the BCLC Standards, for any request for consent pursuant to this Article 17, the Service Provider will pay the Corporation's reasonable internal administrative and personnel costs and all reasonable

third party costs in connection with considering any such request. The Corporation will invoice the Service Provider for any amounts owing under this Article 17.11 and the Service Provider will promptly pay such amount to the Corporation. If the Service Provider provides less than fifteen (15) business days' notice of any request for consent or if, after making a request for consent, the Service Provider requests a consent within a shortened period of time, the Corporation will not be required to consider the request and, at its discretion, may not consent to the request on the basis that inadequate time was provided for the Corporation to consider the request. The Corporation will not be liable to the Service Provider for any loss arising from any failure or refusal of the Corporation to provide or consider any particular consent requested under this Article 17.

- 17.12 Changes of Directors and Officers. The Service Provider will give notice to the Corporation of any changes in its board of directors or officers within five (5) days of such change.
- 17.13 Updated Schedule B (Service Provider Ownership Information). The Service Provider will, with the Corporation's consent, update Schedule B (Service Provider Ownership Information) as required to be true and complete. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with a certificate confirming that Schedule B (Service Provider Ownership Information), as may be updated pursuant to this Article 17.13, is true and complete.

ARTICLE 18

SUBCONTRACTORS

- 18.1 Prior Written Consent. The Service Provider will not subcontract any Services relating to cash operations, live table dealers, security or surveillance without the prior written consent of the Corporation. Any subcontracting of such Services without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation.
- 18.2 Responsibility for Subcontractors. The Service Provider is responsible to the Corporation for the performance of all subcontractors and will require the subcontractors to perform their services in accordance with the terms and conditions of this Agreement. The Service Provider is fully responsible to the Corporation for acts and omissions of subcontractors and their Personnel and of any other Persons directly or indirectly engaged by them.

ARTICLE 19

MATERIAL CONTRACTS

- 19.1 Definition of Material Contracts. For the purposes of this Article 19, "**Material Contracts**" includes the following:
- (a) leases of the Site, or any portion thereof, and any modifications, extensions or renewals thereof;
 - (b) financing, borrowing and related security contracts and instruments;

- (c) contracts and instruments for the acquisition, sale or lease of security or surveillance systems, information technology systems, including the SP Systems, or equipment or any portion thereof, that has been or is intended to be installed and operated in or about the Facility;
- (d) any trust, shareholders or partnership agreement or options to acquire any interest in the Service Provider; and
- (e) any other contracts Prescribed by the Corporation as being material to its conduct, management and operation of Gaming at the Facility,

whether or not such Material Contracts are those of the Service Provider or of any Person in which the Service Provider directly or indirectly holds an interest.

19.2 Notice of Material Contracts. The Service Provider will provide the Corporation with notice of all Material Contracts, including the effective date of the contract, the legal names of the contracting parties and subject matter of the contract, as follows:

- (a) in the case of Material Contracts executed prior to the Effective Date, within ten (10) business days of the Effective Date;
- (b) in the case of Material Contracts to be executed after the Effective Date, at least ten (10) days prior to the execution thereof; and
- (c) in any case, within ten (10) days of receiving a written request from the Corporation.

19.3 Provision of Material Contracts. The Service Provider will provide the Corporation with true copies of any Material Contracts within ten (10) days of receiving a written request from the Corporation. At any time, the Corporation may contact any landlord, lender, holder of Significant Interest, or Secured Party of the Service Provider or any of its affiliates and request records and information relating to that party's relationship or Material Contracts with the Service Provider.

ARTICLE 20

DEFAULT

20.1 Default Notice. In the event of a Compliance Breach or Material Breach, the Corporation may give a Default Notice to the Service Provider. The Default Notice will stipulate the nature of the Compliance Breach or Material Breach, steps required to cure the Compliance Breach or Material Breach and the date on which the Compliance Breach or Material Breach must be cured, provided that if a date is not stipulated in the Default Notice by which the Compliance Breach or Material Breach must be cured the deemed date will be 30 days following the date of the Default Notice.

20.2 Cure by Service Provider. The Service Provider will cure all Compliance Breaches and Material Breaches by the date or deemed date in the Default Notice. If the Compliance Breach or Material Breach cannot be cured within the date stipulated in the Default Notice, the Service Provider may cure the Compliance Breach or Material Breach within such

longer period of time as may be agreed by the Corporation to cure the Compliance Breach or Material Breach with exercise of commercially reasonable efforts provided that:

- (a) the continued Compliance Breach or Material Breach is not, in the reasonable opinion of the Corporation, prejudicial to the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia; and
- (b) the Service Provider is, in the reasonable opinion of the Corporation, exercising commercially reasonable efforts to cure the Compliance Breach or Material Breach and continues to exercise such efforts until the Compliance Breach or Material Breach has been cured by the Service Provider.

20.3 Corporation's Right to Cure. Without limiting any other rights or remedies of the Corporation, in the event of a Compliance Breach or Material Breach, the Corporation may, at its discretion, cure the Compliance Breach or Material Breach at the Service Provider's expense and invoice the Service Provider for such expense.

20.4 Withholding for Event of Default. Without limiting any other rights or remedies of the Corporation, upon the occurrence of an Event of Default, with five (5) business days' notice the Corporation may, without limiting the Service Provider's obligations and liabilities under this Agreement, withhold ten per cent (10%) of the Weekly Commissions payable to the Service Provider under this Agreement. The Corporation will release such withholding at such time as the Event of Default is cured or such earlier time that the Corporation determines that the withholding is no longer required.

20.5 Services to Continue. The Service Provider may not, under any circumstances (including a Payment Dispute or non-payment of disputed amounts), cease to provide the Services, except as expressly provided for in this Agreement, including while a dispute (including any ADR Dispute) is being resolved, regardless of whether remedies are enforced, provided that such obligation to continue to perform the Services is without prejudice to the right to dispute the relevant matter in accordance with the provisions of this Agreement.

20.6 Equitable Remedies. Each party acknowledges and agrees that:

- (a) a breach or threatened breach by either party of any of its obligations under this Agreement, and in particular Article 12 (Protection, Use & Disclosure of Data & Information), Article 13 (Intellectual Property) and Schedule C (Privacy Protection Schedule) would give rise to irreparable harm to the other party for which monetary damages may not be an adequate remedy;
- (b) if a breach or a threatened breach by such party of any such obligations occurs, or if either party feels it is necessary to obtain any emergency or provisional remedy to protect its rights, the other party will, in addition to other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to:

- (i) post a bond or other security, or
- (ii) prove actual damages or that monetary damages will not afford an adequate remedy;
- (c) it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Article 20; and
- (d) this Article 20.6 will apply notwithstanding that a dispute is subject to the ADR Procedure in accordance with Article 21 (Alternative Dispute Resolution for ADR Disputes).

ARTICLE 21

ALTERNATIVE DISPUTE RESOLUTION FOR ADR DISPUTES

- 21.1 ADR Dispute. Any ADR Dispute may at either party's option be resolved in accordance with this Article 21 (the "**ADR Procedure**"). An ADR Dispute will follow all steps set out in this Article 21, unless indicated otherwise for an ADR Dispute in Appendix A of the BCLC Services Manual or otherwise Prescribed by the Corporation. Notwithstanding the foregoing, all other disputes relating to this Agreement, including disputes that are partly an ADR Dispute and partly a dispute that is not an ADR Dispute, are not subject to the ADR Procedure.
- 21.2 ADR Dispute Notice. When an ADR Dispute occurs either party may give notice of the ADR Dispute ("**ADR Dispute Notice**") to the other party to the ADR Dispute setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought, and the parties to the ADR Dispute will use all reasonable efforts to resolve the ADR Dispute in accordance with the ADR Procedure.
- 21.3 Step One - Facility Level. For ADR Disputes, the parties will each designate an individual in a senior capacity at the Facility level, or that individual's designate, to act as a representative under this ADR Procedure (the "**Party Representative**"). Any such ADR Dispute will be referred to the Party Representatives for resolution.
- 21.4 Step Two - Senior Management. If the Party Representatives fail to resolve the ADR Dispute within five (5) business days after delivery of the ADR Dispute Notice, or for ADR Disputes relating to MIR Events or Payment Disputes, the ADR Dispute will be referred for resolution to the individual responsible for the Facility at the Corporation at the Director level, and the Chief Financial Officer for the Service Provider ("**Senior Management**") or to such other officers or managers as any party may by notice to the other party specify for such purpose.
- 21.5 Step Three - CEO. If Senior Management fails to resolve the ADR Dispute within seven (7) business days after the ADR Dispute has been referred to them, the Service Provider's President or equivalent senior officer will attend the head offices of the Corporation to discuss the ADR Dispute with the Corporation's CEO or designate.

21.6 Step Four - Non-Binding Referee.

- (a) If the Service Provider's President and the Corporation's CEO or designate fail to resolve the ADR Dispute within ten (10) business days after the ADR Dispute has been referred to them, either party may in writing initiate the appointment of a referee (the "**Referee**") who will render a non-binding decision with respect to the ADR Dispute. The Referee will be selected as follows:
 - (i) either party may within ten (10) business days after the written initiation of the appointment of a referee submit to the other party in writing the names of three (3) acceptable candidates for Referee who are immediately available to perform the role of Referee in either Metro Vancouver or Kamloops, British Columbia; and
 - (ii) if the parties have not agreed upon a Referee within five (5) business days after a submission of names by a party as provided above, then either party may request that the Referee be selected pursuant to the Rules of the British Columbia International Commercial Arbitration Centre, for that purpose only.

A candidate will be disqualified to act as a Referee if such candidate refuses to execute a confidentiality agreement.

- (b) The Referee's fees, disbursements and other costs will be shared equally by the parties. Within five (5) business days after the selection of the Referee, the parties will each submit to the Referee and the other party a copy of the ADR Dispute Notice, a complete list of the issues in ADR Dispute, the remedies sought, and a list of documents and any other information they believe relevant to the ADR Dispute. The Referee may in the course of the examination:
 - (i) require the other party to supply or prepare for examination by the Referee and the other party, any document or other information the Referee considers necessary;
 - (ii) examine the Facility or Services giving rise to the ADR Dispute;
 - (iii) convene meetings of the parties to discuss the issues in dispute in the presence of the Referee; and
 - (iv) take evidence from such witnesses and experts, as the Referee may deem appropriate.

The Referee will provide a written report setting out the Referee's decision.

- (c) If neither party disputes the Referee's decision, the Referee's decision will be binding on the parties. If either party disputes the Referee's decision, the disputing party will give notice to the other party within ten (10) business days after receipt of the Referee's report setting out fully the reasons for disagreeing with the Referee ("**Referee Dispute Notice**"). After delivery of a Referee Dispute Notice, the ADR

Dispute may be determined in a court of competent jurisdiction and the parties are entitled to seek any other legal remedies available to them pursuant to Applicable Law and this Agreement. The parties agree that the Referee's report, findings of the Referee and any without prejudice settlement offers made by either party are intended to be subject to settlement privilege and not intended to be admissible in any court proceeding relating to resolution of the dispute by the court.

- 21.7 No Relief of Obligations. Pursuit of the resolution of an ADR Dispute under any part of this Article 21 does not relieve the Service Provider of its responsibility to ensure continued and timely performance of the Services. Pending resolution of the ADR Dispute the Service Provider will comply with all requirements Prescribed by the Corporation in relation to the continued and timely performance of the Services.

ARTICLE 22

INCREASED MONITORING

- 22.1 Increased Monitoring. If:

- (a) an Event of Default occurs; or
- (b) the Service Provider's reports and other documentation submitted include reporting errors on more than three (3) occasions in any rolling twelve (12) consecutive month period,

without prejudice to any other right or remedy available to the Corporation, the Corporation may increase its monitoring and examinations of the performance by the Service Provider under this Agreement and carry out any increased monitoring or examinations which it reasonably requires for a period of up to 180 days. The Service Provider will reimburse the Corporation for all reasonable costs and expenses incurred by the Corporation in carrying out such additional increased monitoring or examinations and in particular, will reimburse the Corporation \$500 per day per Corporation employee or independent contract personnel (increased each year after the second Operating Year for cost of living at the Corporation's discretion) and for all third party costs and expenses utilized in such increased monitoring or examinations, within ten (10) business days after the Corporation delivers an invoice to the Service Provider for such amounts.

ARTICLE 23

STEP-IN RIGHTS

- 23.1 Step-In. If:

- (a) an Event of Default occurs and the Services are suspended pursuant to Article 24 (Suspension); or
- (b) an Event of Default occurs and the Corporation gives notice to the Service Provider of the steps and actions it considers appropriate to mitigate, rectify and protect against the consequences of such Event of Default and to ensure performance of the Services to meet the requirements of this Agreement (or as close as possible

to those requirements as the circumstances permit) and the Service Provider either:

- (i) does not confirm, within five (5) business days of such notice, or such shorter period as is appropriate in the case of an emergency, that it is willing to take such steps and actions as are required in the notice or does not within such five (5) business days present an alternative plan that the Corporation may, within a further five (5) business days, accept or reject, acting reasonably; or
- (ii) fails to take the steps referred to or required in such notice or accepted alternate plan within such time as set out in such notice or accepted alternate plan or within such time as the Corporation, acting reasonably, will stipulate,

then the Corporation may take such steps as it considers necessary or expedient to mitigate, rectify or protect against the Event of Default either by itself or by engaging any third party service provider to take any such steps, which may include the Corporation or any third party service provider performing any of the Services (including suspended Services).

- 23.2 Alternative Service Provider Authorization and Release. If the Corporation or any third party service provider performs any of the Services (including suspended Services), the Service Provider hereby authorizes and directs the Corporation and all third party service providers to provide such Services (including suspended Services), in accordance with the Service Provider's obligations under this Agreement, on its behalf and as its agent, and hereby confirms and ratifies the acts (save and except unlawful acts) of the Corporation and the third party service provider to the extent those acts are in accordance with the Service Provider's obligations under this Agreement. The Service Provider hereby releases and forever discharges the Corporation and any third party service provider who performs any of the Services (including suspended Services) from any Claim whatsoever for any act performed in accordance with this Article 23 or for any alleged neglect or default in the course of any act performed pursuant to this Article 23.
- 23.3 No Release of Responsibilities. The exercise by the Corporation of any of its rights under this Article 23 will not reduce or affect in any way the Service Provider's responsibilities under this Agreement.
- 23.4 Costs. The Service Provider will pay the Corporation the amount of all direct costs and expenses reasonably incurred by the Corporation in exercising its rights under this Article 23 and an additional mark-up of 20% of such costs and expenses in respect of indirect costs and overhead not otherwise directly attributable to the exercise of such rights.
- 23.5 Access. If the Corporation exercises its rights under this Article 23, the Service Provider will immediately provide all passwords, encryption, licence and other keys, administrative access and rights and other similar required information related to any systems, networks, devices, software or services, and all access to the Facility and the Site, including all

physical keys and security codes required for access, reasonably required for the Corporation to fully and completely exercise all of its rights under this Article 23.

ARTICLE 24 **SUSPENSION**

- 24.1 Event of Suspension. Upon an Event of Default, the Corporation may suspend the Services in whole or in part and such suspension will continue for such period of time that such Event of Default remains unremedied or the Corporation is of the reasonable opinion that the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia is prejudiced or at risk of prejudice. The Corporation may suspend the Services with or without notice, provided that if the Corporation suspends the Services without notice the Corporation will promptly advise the Service Provider of any such suspension.
- 24.2 Suspension Resulting in Termination. Any suspension under this Article 24 that continues for a period of eighteen (18) months is deemed to be a termination under Article 25 (Term & Termination).

ARTICLE 25 **TERM & TERMINATION**

- 25.1 Term. The Term is set out in Schedule A (Business Terms).
- 25.2 Extension. At its discretion, upon twelve (12) months' notice to the Service Provider the Corporation will have the option to extend the Term for up to five (5) additional years, on the same terms and conditions provided that:
- (a) the extension will not include the further right of extension under this Article 25.2; and
 - (b) the Service Provider will not be entitled to FIC unless the Corporation and the Service Provider agree to an extension of the MIR, the MIR Allocation and the Strategic Plan applicable to the extension.
- 25.3 Termination by the Corporation. The Corporation may terminate this Agreement with notice upon the occurrence of any of the following events:
- (a) in the event any Applicable Law renders the performance of this Agreement wholly or partially illegal and as a result thereof, after the application of Article 29.7, the Corporation is reasonably likely to be materially deprived of the benefit of this Agreement;
 - (b) an Event of Default; or
 - (c) a suspension under Article 24 (Suspension) that continues for a period of eighteen (18) months.

- 25.4 Termination Rights upon Force Majeure. The Corporation may terminate this Agreement as provided in Article 26.2.
- 25.5 Extension of Services at Site after Term. Without limiting the Corporation's option under Article 25.2, on or before the commencement of the sixteenth (16th) Operating Year, the Corporation, may, at its discretion, determine that it is desirable for the Service Provider to continue to provide the Services at the Facility beyond the expiry of the Term. In that event, the Corporation will consult with the Service Provider about entering into a new services agreement. Subject to Article 25.2, if the parties fail to reach agreement by the commencement of the seventeenth (17th) Operating Year, the Services will not be extended at the Facility beyond the Term.
- 25.6 Removal of Property. Upon expiry or earlier termination of this Agreement, the Corporation is at liberty to enter into the Facility and the common areas of the Site as required by the Corporation for purposes of removing the Gaming Supplies owned or supplied by the Corporation, should the Corporation choose to do so.
- 25.7 Return of Materials and Property. Within ten (10) business days following the expiry or earlier termination of this Agreement, the Service Provider will:
- (a) return to the Corporation all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the Corporation's Confidential Information;
 - (b) permanently erase all of the Corporation's Confidential Information, including the Corporation Data from its computer systems; and
 - (c) upon the Corporation's request, certify in writing that it has complied with the requirements of this Article 25.7.
- 25.8 Cooperation and Assistance. The Service Provider will provide reasonable cooperation and assistance to the Corporation, in the event of the Corporation's transition to an alternative service provider.
- 25.9 MIR Non-Compliance. Upon termination of this Agreement, if the Service Provider has failed to make its MIR Investments in the amounts, within the time frames, and as otherwise required by the Strategic Plan, the Service Provider is liable for and will pay the Corporation liquidated damages (the "**Estimated Damages**") calculated as the MIR Investments that the Service Provider was required to make in accordance with the Strategic Plan, but did not make, multiplied by 1.5. Within ten (10) days of such demand, the Service Provider will pay to the Corporation the Estimated Damages. The parties intend that the Estimated Damages constitute liquidated damages and not a penalty. The parties acknowledge and agree that the Corporation's harm or actual damages caused by the Service Provider's failure to make the MIR Investments would be impossible or very difficult to quantify accurately, and that the Estimated Damages are a reasonable estimate of the anticipated or actual harm or actual damages that arose from such a failure. The Service Provider's payment of the Estimated Damages is the Service Provider's sole liability and entire obligation and the Corporation's exclusive remedy for

such a failure, but will not limit any other liability resulting from a termination of the Agreement.

- 25.10 Effect of Expiry or Termination. Expiry or earlier termination of this Agreement does not relieve either party from any of its obligations outstanding under this Agreement up to the date of expiry or earlier termination or limit the remedies allowed by law or equity to which a party may be entitled in relation to such obligations or in relation to the expiry or earlier termination of this Agreement.

ARTICLE 26

FORCE MAJEURE

- 26.1 Force Majeure. If either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or obligation required under this Agreement, by a Force Majeure, the party will, subject to Article 26.2, be relieved from the fulfilment of such term, covenant or obligation during the period of such interruption, and the period for like performance of any such term, covenant or obligation will be extended for a period equivalent to the period of such delay.
- 26.2 Termination Rights upon Force Majeure. If a Force Majeure prevents a party from performing all or substantially all of its obligations, covenants and agreements under this Agreement for more than one hundred and eighty (180) days, the Corporation will have the option of terminating this Agreement on thirty (30) days' notice to the Service Provider.

ARTICLE 27

TEMPORARY ABEYANCE

- 27.1 Event of Abeyance. Upon the request of the Service Provider and as the result of an event that has occurred or will occur that materially adversely affects the Service Provider, the Facility, or the Services, the Corporation may at its discretion temporarily hold the Service Provider's obligations and any other rights granted to the Service Provider pursuant to this Agreement in abeyance (but without extension of the Term), and such abeyance will continue for such period of time as the Corporation determines is reasonably necessary as a result of the adverse event. At any time, the Corporation may provide thirty (30) days' notice of the termination of the abeyance, in which case all obligations and rights granted under this Agreement will resume and the Service Provider will provide the Services in accordance with this Agreement.

ARTICLE 28

INDEMNITY & LIMITATION OF LIABILITY

- 28.1 Service Provider's Indemnity. The Service Provider will indemnify and save harmless the Corporation and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly:
- (a) any act or omission of the Service Provider or its Personnel or its subcontractors or their Personnel in relation to this Agreement, including:

- (i) illegal acts or omissions, including illegal transactions; and
- (ii) fraud, negligence, and/or wilful misconduct;
- (b) any non-compliance by the Service Provider or its Personnel or its subcontractors or their Personnel with, or breach of, the provisions, covenants, representations and warranties contained in this Agreement, the Game Conditions, the BCLC Standards or Applicable Law;
- (c) any loss of or physical damage to property or assets, including Gaming Supplies, of the Corporation or its directors, officers, employees, representatives, consultants and agents, including at the Facility or the Site;
- (d) any Claims of any third party, including for loss of or physical damage to property or assets or injury (including death), including at the Facility or the Site;
- (e) the Service Provider's Marketing Programs and Promotional Programs, including any Contests;
- (f) any lost, stolen and otherwise unaccounted for monies or Chips, based on their face value;
- (g) any counterfeit monies or Chips accepted by the Service Provider, based on their face value;
- (h) any improper or unauthorized use or disclosure of Corporation Data or an Information Security Incident;
- (i) any violation of any Intellectual Property Right of any third party or the Corporation;
- (j) any obligations of the Service Provider relating to any labour or employment arrangements and the relevant Applicable Law;
- (k) any Winnings paid to Players who were ineligible to win such amounts because they (i) were barred or self-excluded, (ii) did not comply with the Game Conditions, or (iii) for any other reason pursuant to Applicable Law or the BCLC Standards were not permitted to enter or be present in the Facility or participate in Games at the Facility; and
- (l) any payments made by the Corporation on behalf of the Service Provider for which reimbursement is required under this Agreement or by Applicable Law,

except to the extent caused, or contributed to, by any negligent act or omission, or any wilful misconduct by the Corporation.

28.2 Corporation's Indemnity. Subject to Article 28.3, the Corporation will indemnify and save harmless the Service Provider and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly any wilful misconduct of the Corporation or any Person engaged or employed by the Corporation in the performance of the Corporation's

obligations under this Agreement, except to the extent the Service Provider is liable to indemnify the Corporation under Article 28.1.

- 28.3 Limitation of Liability. The Service Provider acknowledges and agrees that the Corporation will not be liable to the Service Provider, whether in contract or in tort or on any other basis whatsoever, for:
- (a) loss or injury resulting from the installation, operation or removal of the Gaming Supplies or failure, malfunctions or interruptions in use or cessation of operation thereof nor reasonable defacement of the Facility caused by the installation, repair or removal of the Gaming Supplies; or
 - (b) any indirect or consequential losses or damages, including loss of revenue, loss of profits, loss of use, loss of contract, loss of goodwill, loss of business or loss of business opportunity or any exemplary, punitive or special damages.

ARTICLE 29

GENERAL TERMS

- 29.1 No Fettering of Discretion. Nothing in this Agreement will fetter or otherwise interfere with or limit the rights, powers and authority of the Corporation to enact, amend, administer and enforce any laws, regulations or rules, and unless otherwise expressly provided for in this Agreement the Service Provider is not entitled to claim or receive any compensation or other relief whatsoever as a result of the Corporation enacting, amending, administering or enforcing any laws, regulations or rules.
- 29.2 Set Off. If, under this Agreement or any document delivered under this Agreement, the Service Provider becomes required to pay any sum of money to the Corporation, then such sum may, at the election of the Corporation, and without limiting or waiving any right or remedy of the Corporation under this Agreement, be set off against and will apply to any amounts owed by the Corporation to the Service Provider including the Commission, until such sum has been completely set off.
- 29.3 General Duty to Mitigate. In all cases where the Corporation may be liable to pay the Service Provider any amount, including for any costs, damages or compensation, or may be required to grant any extension of time for performance of the Service Provider's obligations, the Service Provider will use all reasonable efforts to mitigate such amount required to be paid by the Corporation and the length of the extension of time. Upon request from the Corporation, the Service Provider will promptly submit a detailed description, supported by all such documentation as the Corporation may reasonably require, of the measures and steps taken by the Service Provider to mitigate and meet its obligations under this Article 29.3.
- 29.4 Survival. The provisions of Article 1 (Interpretation); Articles 2.6, 3.2(a) and 6.3; Article 7 (Security & Surveillance); Article 9 (Financial Accounts & Records); Article 10 (Examinations); Article 12 (Protection, Use & Disclosure of Data & Information); Article 13 (Intellectual Property); Article 18.2; Article 21 (Alternative Dispute Resolution for ADR Disputes); Articles 25.5, 25.6, 25.7, 25.8, 25.9 and 25.10; Article 26 (Force Majeure); Article 28 (Indemnity & Limitation of Liability); Article 29 (General Terms); Schedule B

(Service Provider Ownership Information); Schedule C (Privacy Protection Schedule) and Schedule D (Definitions) and, without limiting the foregoing, all representations and warranties and indemnities in this Agreement that are indicated to survive after the expiry or earlier termination of this Agreement and all rights accrued prior to expiry or earlier termination of this Agreement will survive the expiry or earlier termination of this Agreement.

- 29.5 Notice. All notices hereunder will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Article):

If to the Corporation: British Columbia Lottery Corporation
74 West Seymour Street
Kamloops, BC V2C 1E2

Attention: Legal Services

E-mail: legalservices@bclc.com

If to the Service Provider: Gateway Casinos & Entertainment Limited
4331 Dominion Street
Burnaby, BC V5G 1C7

Attention: Chief Legal Officer

E-mail: legal@gatewaycasinos.com

Notices sent in accordance with this Article are deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt), (b) when received, if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient, or (d) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 29.6 Time of the Essence. Time is of the essence in this Agreement.

- 29.7 Severability. If any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision is ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

- 29.8 Waiver. A waiver by a party hereto of any right, benefit or default under this Agreement on any particular occasion will not be deemed or construed to be a waiver of any such right, benefit or default thereafter or a waiver of any other right, benefit or default, as the case may be. A waiver of any right, benefit or default under this Agreement on any particular occasion will not be effective against the Corporation unless the waiver is in writing and executed by an authorized signatory of the Corporation.

- 29.9 Entire Agreement. This Agreement and the instruments and documents to be executed pursuant to it constitutes the entire agreement between the Service Provider and the Corporation with respect to all matters contained herein, and supersedes all other communications, representations, agreements and understandings, oral or written, between the parties hereto or their respective representatives with respect to the matters herein. All prior services agreements between the Corporation and the Service Provider with respect to services at the Facility, including any Previous Agreement, are hereby terminated.
- 29.10 Amendments. This Agreement may only be amended by an agreement of the parties in writing.
- 29.11 Governing Law. This Agreement is made under and is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 29.12 Attornment. For the purposes of any legal actions or proceedings brought by either party against the other party in accordance with this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.
- 29.13 Further Actions. The parties hereto will execute and deliver all such further documents, do or cause to be done all such further acts and give all such further assurances as may be necessary to give full effect to the intent of this Agreement.
- 29.14 Remedies. The remedies to which any party hereto may resort are cumulative and not exclusive of any other remedies allowed by law or equity to which such party may be entitled, and such party would be entitled to pursue any of its remedies concurrently, consecutively and alternatively.
- 29.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which will together constitute one and the same instrument.

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 1st day of April, 2018

Witness:	)	BRITISH COLUMBIA LOTTERY
	)	CORPORATION
	)	by its authorized signatories:
)	
Signature	)	Per: _____
	)	Name: _____
Print Name)	
	)	Per: _____
Address	)	Name: _____

Witness:	)	GATEWAY CASINOS & ENTERTAINMENT
	)	LIMITED
	)	by its authorized signatories:
)	
Signature	)	Per: _____
	)	Name: _____
Print Name)	
	)	Per: _____
Address	)	Name: _____

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 1st day of April, 2018

Witness:



Signature

JERRY WILLIAMSON

Print Name

74 W. SEYMOUR ST. KAMLOOPS, B.C.

Address V2C 1E2

**BRITISH COLUMBIA LOTTERY
CORPORATION**

by its authorized signatories:

Per:

Name: JIM D. LIGHTBODY

Per:

Name:

Witness:

**GATEWAY CASINOS & ENTERTAINMENT
LIMITED**

by its authorized signatories:

Signature

Per:

Name:

Print Name

Per:

Name:

Address

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 1st day of April, 2018

Witness:

J. William

Signature

JERRY WILLIAMSON

Print Name

74 W. SEYMOUR ST. KAMLOOPS, B.C.

Address *V2C 1E2*

**BRITISH COLUMBIA LOTTERY
CORPORATION**

by its authorized signatories:

Per:

Name: *JIM D. LIGHTBODY*

Per:

Name:

Witness:

Donna Taniguchi

Signature

Donna Taniguchi

Print Name

4331 Dominion St. Burnaby B.C.

Address *V5B 1C7*

**GATEWAY CASINOS & ENTERTAINMENT
LIMITED**

by its authorized signatories:

Per:

Name: *Anthony Santo*

Per:

Name:

CONFIDENTIAL**Schedule A**
Business Terms**A1. Facility Location and Name**

A1.1 The Facility at which the Service Provider will provide the Services is named:

STARLIGHT CASINO

and is located at the following Site:

350 Gifford Street, New Westminster, BC V3M 7A3

A2. Term

A2.1 The term of the Agreement is twenty (20) years, commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2038 subject to suspension or early termination as provided in the Agreement, unless extended under Article 25.2 of this Agreement or terminated in accordance with the provisions of this Agreement (the "**Term**")

A3. Gaming Supplies

A3.1 The Corporation authorizes the Service Provider to provide the Services for the following Games:

- (i) electronic gaming devices, which include slot machines and electronic table games;
- (ii) table games, which include standard traditional table games and electronically assisted table games;
- (iii) bingo games, which include paper bingo games, bingo paper side games and electronic pull tabs (BETS); and
- (iv) those other classes and subclasses of Games as may be Prescribed by the Corporation.

A3.2 The provision of Gaming Supplies by the Corporation is not intended to create any separate supply of a good or service.

A4. Remuneration

A4.1 The Corporation will pay the Service Provider for the Services as follows:

- (i) For electronic gaming devices:
 - (A) 25% of the Net Win from slot machines; and

- (B) 25% of the Net Win from electronic table games;
 - (ii) For table games:
 - (A) 42.5% of the Net Win from electronically assisted table games;
 - (B) 42.5% of the Net Win from Category A standard table games except for the following table games when offered as a Category A table game:
 - (i) 62.5% of the Net Win from low limit blackjack as defined in BCLC Standards;
 - (ii) 77.5% of the Net Win from craps; and
 - (iii) 77.5% of the Net Win from community poker as defined in BCLC Standards.
 - (C) 40.0% of the Net Win from Category B standard table games except for the following table games when offered as a Category B table game:
 - (i) 75% of the Net Win from craps.
 - (iii) a portion of the Net Win from bingo games, calculated as follows:
 - (A) 90% of weekly Net Win from bingo games on the first \$10,000.00 of weekly Net Win from bingo games;
 - (B) 45% on weekly Net Win from bingo games in excess of \$10,000.00 of weekly Net Win from bingo games;
 - (C) 60% of weekly Net Win from bingo paper side games; and
 - (D) 25% of weekly Net Win from electronic pull tabs (BETS)
 - (iv) 5% of the Net Win (the "FIC"), which is contingent on the Service Provider participating in the MIR Program and making the MIR Investments on the timeframes and manner set out in the Strategic Plan and otherwise in accordance with the MIR Program; and
 - (v) for all other classes or subclasses of Games, the percentage of Net Win for that class or subclass of Game as may be Prescribed by the Corporation
- (items (i) through (v) above, being together the "**Commission**").

A5. Loyalty Programs

A5.1 The initial terms of the Loyalty Programs will provide, *inter alia*, that, the Service Provider and the Corporation will, share the cost of Free Play on the following terms:

- (i) The Service Provider will not be charged for:

- (A) Service Provider-awarded Free Play Redeemed up to a maximum of 2% of the Net Win from all slot machines and electronic table games;
 - (B) Service Provider-awarded Free Play Redeemed up to a maximum of 0.3% of the Net Win from all table games; or
 - (C) Service Provider-awarded Free Play Redeemed up to a maximum of the percentage Prescribed by the Corporation of the Net Win from all other classes or subclasses of Games.
- (ii) If the Service Provider-awarded Free Play Redeemed during the applicable period is in excess of the applicable amount in Article A5.1(i)(A), (B) or (C), the Service Provider will pay the Corporation 47% of the amount by which the Service Provider-awarded Free Play Redeemed exceeds the applicable amount in Article A5.1(i)(A), (B) or (C).

A5.2 The Service Provider and the Corporation will share F&B Redeemed on the following terms:

- (i) The Corporation will compensate the Service Provider for 50% of F&B Redeemed, based on a calculation of 85% of the retail menu price, up to a maximum amount Prescribed by the Corporation per facility per Operating Year.
- (ii) If the Service Provider does not directly provide food and beverage service, the Service Provider will contract for the F&B Redeemed and will bear all costs in addition to the compensation by the Corporation under Article A5.2.

A5.3 The Corporation may amend the terms of the Loyalty Programs, including the levels of contribution by both the Service Provider and the Corporation, at its discretion, provided that the Corporation will give not less than sixty (60) days' notice to the Service Provider, and will provide an opportunity for the Service Provider to provide comments on such amendments within thirty (30) days after the notice. The Corporation will, acting reasonably, take the Service Provider's comments into consideration having regard to a cost-sharing that is a reflection of the benefits to each party that may be obtained from the amendment to the Loyalty Program. The Service Provider will provide all food, beverage, goods and services required by the Loyalty Programs directly, or will enter into contracts acceptable to the Corporation for such food, beverage, goods and services and will bear all costs related thereto except to the extent provided for in the Loyalty Programs.

A6. MIR Program

A6.1 The Corporation will, in accordance with the BCLC Standards, administer the MIR Program. The Service Provider will comply with the MIR Program. The parties acknowledge and agree that the FIC is not an advance or reimbursement for any particular MIR Investment made by the Service Provider.

A6.2 The MIR is [\$_____] for the Term, with the MIR Allocation to be in accordance with the Strategic Plan.

- A6.3 In the event the Facility is a new facility, or the Facility has been relocated, within 30 days after the end of the second full Operating Year of this Agreement, the Corporation will calculate the MIR in accordance with the BCLC Standards and as otherwise Prescribed by the Corporation.
- A6.4 In the event that a Service Provider seeks the Corporation's consent pursuant to Article 17.2 for a transfer, sale, assignment or other disposition of this Agreement, then the Corporation shall be entitled to recalculate and redistribute the resulting MIR in accordance with the BCLC Standards.
- A6.5 Over the Term, the Service Provider will make the specific MIR Investments on the timeframes and otherwise in the manner set out in the Strategic Plan.
- A6.6 Under no circumstances will the Corporation reimburse the Service Provider in respect of any particular MIR Investment and the Corporation will not be responsible for payment of any particular MIR Investment.
- A6.7 If a MIR Event occurs, the parties proceed with the ADR Procedure for the MIR Event and the parties fail to resolve the MIR Event by the step set out in Article 21.5 (Step Three - CEO), the Corporation may at its discretion suspend payment of the FIC until the Service Provider makes all such MIR Investments it had committed to make by such date in its Strategic Plan. The Service Provider acknowledges that the benefits of the MIR Investments to the Corporation depend on the timing of the MIR Investments. If the Corporation suspends payment of the FIC under this Article A6.7, the Service Provider has no right to receive such suspended FIC after making the MIR Investments it had committed to make.
- A6.8 Without duplicating the foregoing, the Service Provider acknowledges that the FIC replaces the facilities development commission and accelerated facilities development commission (the "**FDC/AFDC**") that was included in the Corporation's policies or the operating services agreement between the parties that was in effect up to and including the effective date (the "**Previous Agreement**"). The Service Provider expressly acknowledges and agrees that in consideration of the mutual covenants and agreements contained in this Agreement, including the FIC, the Commission and the Term of this Agreement, the Service Provider hereby agrees that the Corporation no longer has any obligation to the Service Provider with respect to any FDC/AFDC balances that had accrued under the Previous Agreement, and releases and discharges the Corporation and its affiliates, subsidiaries, licensees, directors, officers, employees, representatives, agents, insurers, assigns and successors, from all Claims of or from the Service Provider or any other Person, directly or indirectly arising out of or in connection with the Previous Agreement and the FDC/AFDC. If there was no Previous Agreement between the Parties, this Article 6.8 does not apply.

A7. Automated Teller Machines

- A7.1 Subject to compliance with Applicable Law, the Service Provider has the exclusive right to install and operate cash dispensing machines known as of the Effective Date as "automated teller machines" in the Facility.

A8. Transition Provisions

- A8.1 The provisions of Attachment A-2 (Transitions Provisions) will apply for purposes of transition from the Previous Agreement to this Agreement.

**Attachment A-1
Strategic Plan**

Attachment A-2
Interim Transition Provisions

Notwithstanding their execution of this Agreement, the Corporation and the Service Provider acknowledge and agree to amend and restate this Agreement, including, for greater certainty, these Interim Transition Provisions, as of the Effective Date to reflect and incorporate the following:

- (a) The Transition Provisions as required by Article A8;
- (b) The calculation of the MIR as required by Article A6;
- (c) The Business Plan as required by Article 4, including a MIR Allocation;
- (d) The definition of "Operating Year";
- (e) Schedule B (Service Provider Ownership Information); and
- (f) The corporate structure of the Service Provider as of the Effective Date.

which shall be completed at a later date but in any event shall be completed prior to the Effective Date.

CONFIDENTIAL**Schedule B**
Service Provider Ownership Information**Holders of Significant Interest**

The Service Provider hereby represents and warrants that:

- (i) the following Persons, and no others, directly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;³

**Name of Holder of
Interest**

**Percentage and Class
of Ownership Interests**

- (ii) the following Persons, and no others, indirectly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;⁴

**Name of Holder of
Interest**

**Percentage and Class
of Ownership Interests
and Description of
Indirect Interest**

[_____]

[_____] %]

- (iii) all subsidiaries and affiliates of the Service Provider are listed below:

Subsidiaries:

³ To be updated to represent the Service Provider's ownership structure.

⁴ To be updated to represent the Service Provider's ownership structure.

Affiliates:

Schedule C

Privacy Protection Schedule

The parties acknowledge and agree that this Schedule is the Corporation's standard form privacy protection schedule, and that for purposes of interpreting this Schedule "Public Body" and "BCLC" mean the Corporation and "Contractor" means the Service Provider.

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
 the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and BCLC's Information Systems Security requirements

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act;
 - (b) BCLC's Information Systems Security requirements in respect of the personal information as may be provided to the Contractor from time-to-time; and
 - (c) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

Schedule D
Definitions

- (a) **"ADR Dispute"** means a dispute that is a dispute relating solely to:
 - (i) an ADR Event;
 - (ii) a MIR Event;
 - (iii) a Payment Dispute; or
 - (iv) at the Corporation's option, a Material Breach;
- (b) **"ADR Event"** means any of:
 - (i) the failure of the Service Provider to cure a Compliance Breach set out in the Default Notice by the date stipulated in the Default Notice or by such longer period of time agreed to by the Corporation under Article 20.2;
 - (ii) the Service Provider commits the same or a substantially similar Compliance Breach more than three (3) times in any rolling six (6) month period, even if any such Compliance Breach has been cured; or
 - (iii) if the Corporation does not accept an Annual Business Plan within one hundred and eighty (180) days of receipt thereof or if Corporation and the Service Provider are unable to agree to revisions to an Annual Business Plan pursuant to Articles 4.4 or 4.5 as applicable;
- (c) **"ADR Procedure"** means the alternative dispute resolution procedure set out in Article 21 (Alternative Dispute Resolution for ADR Disputes) to this Agreement;
- (d) **"Agreement"** means this Operational Services Agreement, including all schedules;
- (e) **"Annual Business Plan"** means the annual business plan, including operating budget, business plan and marketing plan for the Facility, accepted by the Corporation pursuant to Article 4.4;
- (f) **"Applicable Law"** means any domestic or foreign law, treaty, statute, subordinate legislation, regulation, rule, bylaw, standard, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or juridical, arbitral, administrative, ministerial or departmental judgment, order, award, decree, directive or other requirement or guideline issued by any governmental, regulatory, legislative or executive authority, professional or standard-setting body or other crown agency, judicial, quasi-judicial, administrative body, which applies to or is otherwise intended to govern or regulate either of the parties, the Facility, Gaming, the Site, or the Services, whether or not having the force

of law, and including the *Criminal Code*, the *Gaming Control Act*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and all regulations, directives and rules made thereunder, and all guidance and requirements of the Gaming Policy and Enforcement Branch or any successor thereto;

- (g) **"BCLC IP"** means all Intellectual Property Rights which (i) the Corporation owned or licensed prior to this Agreement, (ii) which are acquired, conceived, created, developed or first reduced to practice by or on behalf of the Corporation outside the scope of this Agreement during the Term or (iii) which are acquired, conceived, created, developed, or first reduced to practice by or on behalf of the Service Provider (or its Personnel or subcontractors or their Personnel) in the course of providing the Services under this Agreement, and expressly includes the Computer System, any Corporation Data, BCLC Standards, Games, Lottery Schemes, Licensed IP (from anyone other than Service Provider), Approved Corporation Trademarks and the Loyalty Programs and the Corporation's Promotional Programs and Marketing Programs;
- (h) **"BCLC Services Manual"** means the document Prescribed as such by the Corporation;
- (i) **"BCLC Standards"** means any standards, policies, procedures, guides, guidelines and manuals relating to the Services or governing the operation of the Facility and Games, as included in the BCLC Services Manual and Prescribed as such by the Corporation;
- (j) **"CASL"** means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)*;
- (k) **"Category A"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (l) **"Category B"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (m) **"Chips"** mean chips, markers, electronic gaming device (EGD) gaming tickets, plaques, tokens and other tender or rights that are convertible into cash, as Prescribed by the Corporation;
- (n) **"Chip Liability"** means at any time, an amount in cash equal to the face value of Chips provided by the Service Provider in exchange for cash or cash equivalent;
- (o) **"Claims"** means claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments,

prosecutions, information or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, charges, injuries (including death), damages or losses, contingent or otherwise, including loss of revenue, loss of value, loss of use, loss of profit, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all actual costs incurred in examining or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(p) **"Compliance Breach"** means:

- (i) failure to comply with the BCLC Standards identified in Appendix A of the BCLC Services Manual; or
- (ii) failure to comply with any Game Condition;

(q) **"Computer System"** means all the software, services, devices, equipment, network resources, data or materials owned or controlled by the Corporation and used in the operation, maintenance, monitoring or protection of its business, including:

- (i) the central computer system of the Corporation;
- (ii) the GMS;
- (iii) the casino reporting system;
- (iv) any computer system used by the Corporation to record Game transactions, including bingo cards, bingo tickets or electronic bingo slips issued or validated by a computer terminal;
- (v) computers controlled and maintained by the Corporation to which Games in the Facility are connected for the purpose of providing certain instruction and recording data related to the operation of such Games; and
- (vi) any other computer system utilized by the Corporation;

(r) **"Confidential Information"** means all non-public confidential information disclosed or made available by the Disclosing Party in oral, visual, written, electronic or other tangible or intangible form, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", to the Recipient in connection with the provision of the Services and this Agreement, together with notes, analyses, summaries, reports and other materials prepared by the Recipient that contain, are based on or otherwise reflect, to any degree, any of the foregoing, provided that Confidential Information does not include information that is:

- (i) independently created by a Recipient without use or reliance on the Disclosing Party's Confidential Information;
- (ii) in the public domain;
- (iii) known to the Recipient at the time of disclosure; or
- (iv) rightfully obtained by the Recipient on a non-confidential basis from a third party,

and the Corporation's Confidential Information is deemed to include the Corporation Data.

- (s) **"Contest"** means a contest, lottery, game of chance or skill, or mixed chance and skill, or the disposition of any product or other benefit by any mode of chance, skill or mixed chance and skill, that is not a Lottery Scheme;
- (t) **"Corporation Data"** means any information, data, or materials (in any format and including metadata) generated, captured, organized, transmitted or recorded in connection with (i) the operation of the Facility, BCLC IP, Gaming Supplies, the Computer System or any Game (wherever and howsoever such data is transmitted or located), and (ii) the Loyalty Programs, including any such information, data or materials generated, captured, organized, transmitted or recorded by the SP Systems; and without limiting the generality of the foregoing, "Corporation Data" includes (A) Player Information, (B) information, data or materials related to the surveillance, monitoring or controlling of access to and operation of the Facility and the Games in the Facility, and (C) information, data or materials created, acquired, developed or generated by or on behalf of the Service Provider in the course of providing the Services, but excludes human resources files maintained in respect of Personnel and SP Surveillance Data;
- (u) **"Default Notice"** means a notice provided by the Corporation of a Compliance Breach and/or Material Breach;
- (v) **"Disclosing Party"** means the Corporation or the Service Provider, as applicable, that discloses or makes available Confidential Information;
- (w) **"Effective Date"** means the date of this Agreement;
- (x) **"Event of Default"** means the occurrence of any of the following events:
 - (i) if:
 - (A) the Service Provider fails to cure a Material Breach set out in the Default Notice by the date stipulated in the Default Notice or by such longer period of time agreed to by the Corporation under Article 20.2;

- (B) a longer period of time is agreed to by the Corporation under Article 20.2 and the Service Provider fails to make commercially reasonable efforts to cure the Material Breach within such longer period of time; or
 - (C) the Service Provider commits the same Material Breach three (3) or more times in a six (6) month period;
- (ii) if the Service Provider refers an ADR Dispute to the ADR Procedure in Article 21 (Alternative Dispute Resolution for ADR Disputes), and the matter has not been referred to a Referee, and/or a Referee Dispute Notice has been sent, and/or no resolution has been obtained within three (3) months;
- (iii) any direct or indirect transfer, sale, assignment or other disposition of this Agreement or any disposition or acquisition of any Significant Interest, grant of a security interest or subcontracting contrary to the provisions of Article 17 (Transfer, Sale & Assignment) or Article 18 (Subcontractors), as applicable;
- (iv) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider;
- (v) during an examination by the Corporation, information arises about the Service Provider, its Personnel, or its subcontractors or their Personnel, that in the reasonable opinion of the Corporation, would prejudice the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
- (vi) any of the Service Provider, its Personnel, its subcontractors or their Personnel is charged with an offence which, in the reasonable opinion of the Corporation, prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
- (vii) the Service Provider is unable to provide, ceases to provide, or breaches the terms of the licences in Articles 5.1, 5.2 or 5.3 other than by reason of a Force Majeure;
- (viii) the Service Provider or any officer or director of the Service Provider has made a material misrepresentation on any documentation submitted to the Corporation by or on behalf of the Service Provider;
- (ix) any of the assets of the Service Provider are seized or distrained, or if the Service Provider (A) becomes insolvent or bankrupt, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a

- general assignment for the benefit of its creditors, (E) applies for, or consents to, or is subject to a court order for, or if any encumbrance holder or lender takes any steps in court or otherwise for, the appointment of a monitor, liquidator, custodian, trustee or receiver for a substantial part of its property or business, or (F) is dissolved or liquidated, or takes any corporate action for such purpose;
- (x) the Service Provider is no longer registered as a gaming services provider under the *Gaming Control Act*; or
 - (xi) the wilful default of the Service Provider to give notice to the Corporation of any event as required by Article 4.6;
- (y) **"Facility"** means the portion or portions of the Site Prescribed by the Corporation:
- (i) in which Gaming may occur; or
 - (ii) which are required for purposes of security, surveillance, monitoring or controlling of access to Gaming or otherwise required for the Corporation to conduct, manage and operate Lottery Schemes;
- (z) **"FIC"** has the meaning given in Schedule A (Business Terms);
- (aa) **"FIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (bb) **"Fiscal Year"** means a fiscal year of the Corporation, which starts on April 1 and ends on March 31;
- (cc) **"Force Majeure"** means riots, insurrections, interventions by a governmental authority, acts of God or other cause or causes beyond the party's reasonable control, but not including any event that is the result of breach of this Agreement or breach of law, economic hardship or lack of financing, equipment failure, unavailability of personnel, labour or subcontractors or labour disputes, strikes or lock-outs of the Service Provider's Personnel or the Personnel of its subcontractors;
- (dd) **"Free Play"** means rights provided to a Player or other customer without charge, but which cannot be redeemed by Players for cash or paid out from their accounts, under the Loyalty Programs, Marketing Programs (excluding Promotional Programs) or Contests, and which rights may be redeemed for participation in Games or for food and beverage products at the Facility or for other products Prescribed by the Corporation;
- (ee) **"F&B Redeemed"** means the face value, expressed in currency, of Free Play redeemed by Players for food and beverage products at the Facility;

- (ff) **"Free Play Redeemed"** means the face value, expressed in currency, of Free Play redeemed by Players for participation in Games at the Facility;
- (gg) **"Game Conditions"** means the instructions, criteria, conditions, information, prize entitlement, descriptions, explanations, guides, standards, policies, rules of play, procedures or qualifications of a Game or related promotional scheme, Prescribed by the Corporation, which govern a Player's participation and the Player's entitlement to claim a prize in a Game or promotional scheme;
- (hh) **"Games" or "Gaming"** means any Lottery Schemes conducted, managed and operated by the Corporation in the Facility pursuant to this Agreement, including the Loyalty Program, slot machine games, table games, electronic table games and such other class of Games as may be conducted, managed and operated by the Corporation;
- (ii) **"Gaming Accounts"** means the bank account or accounts of the Corporation Prescribed by the Corporation for purposes of this Agreement, each such account to be in the name of and for the sole benefit of the Corporation;
- (jj) **"Gaming Bankroll"** means the cash float owned by and supplied by the Service Provider for the purposes of making change, redeeming Chips and paying Winnings;
- (kk) **"Gaming Supplies"** means gaming supplies as defined in the *Gaming Control Act*;
- (ll) **"GMS"** means such gaming management software and infrastructure system as may be specified in the BCLC Standards;
- (mm) **"Ineligible Jackpots"** means, for a specified period, any amounts won by, but not paid to, Players, by reason that the Players were ineligible to win such amounts because they were barred or self-excluded, did not comply with the Game Conditions, or for any other reason pursuant to Applicable Law or the BCLC Standards;
- (nn) **"Information Security Incident"** means the unauthorized or unlawful loss, destruction, access, use, disclosure, or modification of any Corporation Data, SP Surveillance Data, or other data or information relating to Gaming at the Facility, in each case, to the extent within the possession or control of the Service Provider, its Personnel or its subcontractors or their Personnel, or residing on the SP Systems;
- (oo) **"Intellectual Property Rights"** means all Canadian and worldwide rights now and arising in the future to all (i) patents, inventions (whether patentable or unpatentable, whether or not reduced to practice, and/or whether developed alone or jointly with others), (ii) trademarks, trade dress, designs, and all related goodwill, (iii) copyrights and other similar rights of authorship, including moral rights, (iv) integrated circuit designs and other similar rights, (v) software, algorithms, routines, programs, code (and notes), system architecture, logic

flow, data and databases, (vi) trade secrets, (vii) all copies, tangible embodiments, modifications, enhancements, derivative works of any of the foregoing, (viii) all rights to sue and collect remedies for any infringement of any of the foregoing, and (ix) applications, disclosures, reissuances, renewals, continuations, continuations-in-part, divisions, or revisions to any of the foregoing;

- (pp) **"Leased Games"** means leased or licensed proprietary Games supplied by the Corporation to the Facility;
- (qq) **"Licensed IP"** means any Intellectual Property Rights licensed by the Corporation used in connection with the operation of the Facility;
- (rr) **"Lottery Scheme"** has the meaning ascribed in section 207(4) of the *Criminal Code*;
- (ss) **"Loyalty Programs"** means the promotional loyalty programs, which may be Promotional Programs, conducted, managed and operated by the Corporation, a portion of which programs are initially set out in Article A5 of Schedule A (Business Terms) and which may be amended as Prescribed by the Corporation;
- (tt) **"Marketing Programs"** means marketing programs advertising one or more facilities operated by the Service Provider, and do not include Promotional Programs;
- (uu) **"Material Breach"** means the occurrence of any of the following events:
 - (i) if the Service Provider:
 - (A) fails to comply with any BCLC Standards (other than a Compliance Breach);
 - (B) fails to comply with Applicable Law;
 - (C) fails to comply with any provision of this Agreement;
 - (D) fails to comply with any provision of any Material Contract or if any of the Service Provider's affiliates fails to comply with any provision of any Material Contract; or
 - (E) fails to comply with Article 7 (Security & Surveillance), Article 10 (Examinations) or Article 12 (Protection, Use & Disclosure of Data & Information);
 - (ii) any officer or director of the Service Provider, is charged with an offence which prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;

- (iii) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider's Personnel, the Service Provider's subcontractors or their Personnel;
- (iv) the failure to maintain the Gaming Bankroll as required by Article 8.4;
- (v) a material adverse change in the financial condition of the Service Provider or in the business operations of the Service Provider, which in the Corporation's opinion affects the ongoing viability of this Agreement or any Services; or
- (vi) the Service Provider discontinues business operations or fails to provide the Services by reason other than a Force Majeure or a temporary abeyance in accordance with Article 27;
- (vv) "**MIR**" is the minimum investment requirement for purposes of the MIR Program, in the amount determined in accordance with Schedule A (Business Terms);
- (ww) "**MIR Allocation**" means the allocation of MIR Investments throughout the Term as set out in the Strategic Plan;
- (xx) "**MIR Event**" means the first time the Service Provider fails to make MIR Investments in accordance with the Strategic Plan, or the then-effective Annual Business Plan for one year or more; provided that if this occurs in the eighteenth (18th), nineteenth (19th) or twentieth (20th) Operating Year, or if such event is the second time that one of the foregoing events has occurred, such event will also be deemed to be an Event of Default;
- (yy) "**MIR Investments**" means the additional eligible investments by the Service Provider in the Facility, Site and the Services pursuant to the MIR Program;
- (zz) "**MIR Program**" means a program specific to the Service Provider, and in accordance with this Agreement, the Strategic Plan, the BCLC Standards and as Prescribed by BCLC, for purposes of providing the Service Provider with an incentive to increase Revenue by making additional investments in the Facility, Site and the Services;
- (aaa) "**Net Win**" for a specified period, means the aggregate of all Revenue, less the aggregate of all Winnings, less any Free Play Redeemed, less all accrued Player contributions to progressive jackpot Games and less the Ineligible Jackpots, with all such amounts adjusted to be net of any applicable sales or value-added tax and of all other applicable taxes;
- (bbb) "**Operating Year**" means each period commencing on [●] and ending on the immediately following [●]; provided, however, that (i) the first Operating Year will be the period commencing on the Effective Date and ending on the immediately following [●] and (ii) if this Agreement expires or otherwise terminates on a date other than [●], the last Operating Year will be the period

commencing on the [●] that immediately precedes the date of such expiry or termination and ending on the date of such expiry or termination;

- (ccc) **"Payment Dispute"** means a dispute over a statement of account or invoice provided pursuant to Article 8 (Financial Matters & Obligations) or the calculation of any amount owing or payable by either party pursuant to this Agreement;
- (ddd) **"Person"** includes an individual, corporation, body corporate, firm, partnership, society or other incorporated body, limited liability company, governmental authority, association, union, syndicate, joint venture, trust, trustee, executor, administrator or other legal representative, as the context requires;
- (eee) **"Personal Information"** has the meaning given to the term "personal information" in FIPPA;
- (fff) **"Personnel"** means the individuals who are employees and independent contract personnel and who perform any of the Services;
- (ggg) **"Plans"** means the Annual Business Plan and the Strategic Plan;
- (hhh) **"Player"** means an individual who participates in Games or has enrolled in the Loyalty Program or any Promotional Program;
- (iii) **"Player Information"** means all Personal Information of the Players and other customers, including all information specifically and uniquely related to Players relating to or arising from their individual participation in Games and enrollment in the Loyalty Program or Promotional Programs;
- (jjj) **"Prescribe", "Prescribes" or "Prescribed"** means expressly specified, designated or approved in writing by the Corporation;
- (kkk) **"Promotional Program"** means incentive programs Prescribed by the Corporation that allow a Player to earn points or other incentive rewards (i) as a result of participating in any Game, (ii) that may be redeemed or otherwise utilized by a Player for the purpose of participating in any Game, or (iii) which points or incentive rewards are convertible or exchangeable pursuant to the terms of such incentive program;
- (lll) **"Recipient"** means the Corporation or the Service Provider, as applicable, that receives Confidential Information;
- (mmm) **"Revenue"** means, for a specified period, all monies, together with any Free Play Redeemed and the face value of all Chips collected or received from Players participating in Games by either the Corporation, or by the Service Provider on behalf of and as agent for the Corporation;
- (nnn) **"SP Surveillance Data"** means any information, data or materials (in any format) captured or recorded by monitoring, security or surveillance equipment

located at the Site (whether or not owned or controlled by the Corporation, the Service Provider or any other Person), but does not include Corporation Data or information, data or materials derived directly or indirectly from Corporation Data;

- (ooo) **"SP Systems"** means the information technology infrastructure used by or for the Service Provider, including the Service Provider's computers, software, databases, electronic systems (including database management systems) and networks;
- (ppp) **"Services"** means (i) administering and carrying on the day-to-day operations of the Facility and the Games in the Facility, (ii) all obligations, covenants and agreements of the Service Provider set out in or required by this Agreement, and (iii) all ancillary services, activities, functions, duties and responsibilities that are necessary or reasonably inherent in the performance of the foregoing operations, obligations, covenants and agreements or otherwise in connection with the proper, secure and efficient operation of Gaming in the Facility;
- (qqq) **"Site"** means the whole of the lands and buildings as described in Schedule A (Business Terms), including all ancillary facilities thereto;
- (rrr) **"Strategic Plan"** means the Service Provider's strategic business plan for the Facility for the Term, a copy of which is attached as Attachment A-1 Strategic Plan, including the MIR Allocation schedule, subject to revision only in accordance with Article 4.
- (sss) **"Term"** means the term of this Agreement as described in Schedule A (Business Terms); and
- (ttt) **"Winnings"** means, for a specified period, the amount of money payable to a Player as a consequence of a Player participating in Games and the performance by the Player of the acts necessary to entitle the Player to payment of such money for which Revenue was previously accrued, regardless of whether such amounts are Ineligible Jackpots.

Appendix D

2018 Grand Villa Casino Operational Services Agreement

OPERATIONAL SERVICES AGREEMENT

GRAND VILLA CASINO

BRITISH COLUMBIA LOTTERY CORPORATION

and

GATEWAY CASINOS & ENTERTAINMENT LIMITED

Dated: **February 14, 2018**

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OPERATIONAL SERVICES AGREEMENT

THIS AGREEMENT MADE AS AT THE 1st DAY OF APRIL, 2018

BETWEEN:

BRITISH COLUMBIA LOTTERY CORPORATION

74 West Seymour Street
Kamloops, British Columbia
V2C 1E2

(the "**Corporation**")

AND:

GATEWAY CASINOS & ENTERTAINMENT LIMITED

4331 Dominion Street
Burnaby, British Columbia
V5G 1C7

(the "**Service Provider**")

RECITALS:

A. WHEREAS the Corporation is responsible for the conduct, management and operation of Gaming on behalf of the government of British Columbia, and may, without limitation:

- (i) develop, undertake, organize, conduct, manage and operate provincial gaming on behalf of the government of British Columbia; and
- (ii) enter into agreements with registered gaming services providers for services required in the conduct, management or operation of provincial gaming, under the control of the Corporation;

B. AND WHEREAS the Corporation wishes to ensure that Gaming is for the benefit of the citizens of British Columbia while treating the Corporation's service providers in a fair manner that encourages growth and the long-term health of the industry;

C. AND WHEREAS the Corporation has requested and the Service Provider has agreed to provide certain services pertaining to the Corporation's conduct, management and operation of Gaming in the Facility, subject to the terms and conditions set out in this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Service Provider agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Certain Rules of Interpretation. In this Agreement:

- (a) Definitions - capitalized terms have the meanings set out in Schedule D (Definitions);
- (b) Currency - unless otherwise specified, references to money amounts are to lawful currency of Canada;
- (c) Headings - headings of Articles are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (d) Including - where the word "include", "includes", "including", "included" or other variation on "include" is used in this Agreement, such word is deemed to be followed by the words "without limitation";
- (e) Amend - where the word "amend" is used in this Agreement, such word is deemed to include change, vary, add to, delete from, supplement, supersede, replace and alter, and "amends", "amended", "amendment" or other variation on "amend" has a corresponding meaning;
- (f) Examine - where the word "examine" or the words "inspect", "investigate", "test", "audit" or similar word is used in this Agreement, such word is deemed to include "examine", "inspect", "investigate", "test", "audit" and similar words, and "examines", "examined", "examination" or other variation on "examine" has a corresponding meaning;
- (g) Discretion - a provision relating to the discretion, approval, consent, authorization, determination, option, satisfaction or opinion of the Corporation is in such party's sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless expressly required under the provisions of this Agreement;
- (h) No Strict Construction - the language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party;
- (i) Number and Gender - unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders;
- (j) Statutory References - a reference to a statute includes the regulations, directives and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends any such statute, regulation, directive or rule;
- (k) Articles and Schedules - unless the context otherwise requires, references to "Article" or "Schedule" mean the specified Article or Schedule of this Agreement;

- (l) Approvals for Sole Benefit of Corporation - the Corporation's rights of review, consent, discretion, acceptance, specification, designation, approval or confirmation with respect to any matter relating to the Services or this Agreement are for the benefit of the Corporation, and will not in any way relieve the Service Provider of its obligations under this Agreement, and may not be relied on by the Service Provider or any third party for any purpose without the express written agreement of the Corporation; and
- (m) Conduct, Management and Operation - the respective rights and obligations of the parties hereunder will be interpreted so as not to restrict and not to abrogate the Corporation's authority to conduct, manage and operate Lottery Schemes in the Province of British Columbia, and any provision of this Agreement that confers any right, entitlement or obligation on the Service Provider will be deemed to reserve for the Corporation any aspect of the discharge of that right, entitlement or obligation that constitutes in any respect the Corporation's authority to conduct and manage Lottery Schemes in accordance with the Applicable Law, it being the mutual intention of the parties that the rights, entitlements and obligations of the Service Provider under this Agreement will in no way restrict or abrogate the Corporation's authority to conduct, manage and operate the Facility and Gaming or result in the Service Provider conducting, managing and operating any aspect of the Facility or Games.

1.2 Schedules. Schedule A (Business Terms), Schedule B (Service Provider Ownership Information), Schedule C (Privacy Protection Schedule), Schedule D (Definitions) and the BCLC Standards and the terms set out therein are integral to and form part of this Agreement.

1.3 Priority of Documents. In the event of any conflict or inconsistency between the provisions of any of the following documents, then, unless the parties agree otherwise in writing, the following descending order of priority will apply to the extent of such conflict or inconsistency:

- (a) first, the terms and conditions of this Agreement; and
- (b) next, the BCLC Standards.

ARTICLE 2 **SERVICES**

2.1 Appointment as Service Provider. The Corporation hereby retains and appoints the Service Provider during the Term to provide the Services to the Corporation in the Corporation's conduct, management and operation of Games at the Facility subject to and in accordance with the terms and conditions of this Agreement, the BCLC Standards and Applicable Law.

2.2 Corporation's Discretion. The Service Provider acknowledges and agrees that the Corporation, in its discretion, will decide which Games are made available at the Facility at any given time and the Service Provider will provide the Services for such Games.

- 2.3 Non-Exclusive. Nothing in this Agreement is intended to grant to the Service Provider any exclusivity rights as to subject matter, time or geographic location, and the Corporation is free to contract with, or grant any rights to, any other Person in any location that the Corporation deems appropriate in its discretion.
- 2.4 Continuous Services. The Service Provider will provide the Services at the Site continuously and without interruption throughout the Term, subject to the exercise of the Corporation's step-in rights in accordance with Article 23 (Step-In Rights), a suspension in accordance with Article 24 (Suspension), a Force Majeure in accordance with Article 26 (Force Majeure) or a temporary abeyance in accordance with Article 27 (Temporary Abeyance).
- 2.5 Independent Contractor. The Service Provider is an independent contractor engaged by the Corporation to perform the Services. Nothing in this Agreement is intended to create a partnership, joint venture, agency, employment or representation relationship between the Corporation and the Service Provider or Personnel or subcontractors or any other Person. The Service Provider will not, and will cause such Personnel, subcontractors and other Persons not to, represent itself or themselves as a partner, joint venturer, agent, employee or representative of the Corporation to any Person, except as Prescribed by the Corporation.
- 2.6 Assumption of Risk. Except to the extent expressly allocated to the Corporation under this Agreement, all risks, costs and expenses in relation to the performance by the Service Provider of its obligations under this Agreement are allocated to, and accepted by, the Service Provider as its entire and exclusive responsibility.

ARTICLE 3

COMPLIANCE & INTEGRITY OF GAMING

- 3.1 Conduct, Management and Operation. The Service Provider acknowledges that the Corporation is responsible for the conduct, management and operation of the Games at the Facility. The Service Provider will provide the Services under the control of the Corporation.
- 3.2 Compliance. The Service Provider will provide the Services in full compliance with this Agreement and:
- (a) all Applicable Law;
 - (b) all BCLC Standards; and
 - (c) all Game Conditions.
- 3.3 BCLC Standards Updates.
- (a) The Corporation may in its discretion, amend the BCLC Standards, in whole or in part, as it deems necessary, for purposes of the conduct, management and operation of Gaming, the integrity and reputation of Gaming, the player experience, and compliance and consistency with Applicable Law.

- (b) The Service Provider will continue to perform the Services in accordance with the amended BCLC Standards.
- (c) The Corporation will post amendments to the BCLC Standards on an internet-accessible site or such other location Prescribed by the Corporation, and it is the Service Provider's responsibility to inform itself of and comply with such amendments. The Corporation will use reasonable efforts to provide advance notice of any amendments, except for amendments that are required for urgent or emergency situations.
- (d) The Service Provider is not entitled to any compensation for or contribution to costs arising from an amendment of the BCLC Standards except as provided in this Article 3.3.
- (e) In this Article 3.3, "**Contributable Standards Change**" means an amendment of the BCLC Standards identified in Appendix B of the BCLC Services Manual, but excluding any amendment that is Prescribed by the Corporation for purposes of compliance with Applicable Law.
- (f) The Service Provider may, within the period from 30 days to 90 days after the completion of a Fiscal Year, make a written application for compensation for all Contributable Standards Changes that were made in the completed Fiscal Year. The Service Provider is not entitled to any claim for Contributable Standards Changes made prior to the Effective Date. The Service Provider's application will include any information Prescribed by the Corporation, including the reason for the claim for contribution, the justification under this Agreement for the claim, an estimated value of the claim, and all steps taken or reasonably available to mitigate the impact of the Contributable Standards Change. The Corporation will accept such application in the following circumstances and subject to the following conditions:
 - (i) the Service Provider's application is complete;
 - (ii) the claim is limited to the net incremental increase in direct out-of-pocket or third party costs of implementing the Contributable Standards Change in such completed Fiscal Year, and for greater certainty no claim for such costs may be claimed for costs that may be incurred in subsequent Fiscal Years;
 - (iii) the claim for costs relating to Personnel will not include:
 - (A) any benefits or payroll burdens; or
 - (B) costs of training required pursuant to Article 14 (Employment & Training);
 - (iv) in no event will any compensation provided under this Article 3.3 exceed \$100,000 in aggregate per Fiscal Year, and no amounts may be carried over to subsequent Fiscal Years; and

- (v) the Service Provider may claim only once for a Contributable Standards Change, and without limiting the foregoing may not make a claim for any such Contributable Standards Change in more than one Fiscal Year.
- (g) The Corporation will consider applications made pursuant to this Article 3.3, and will make its decisions and payments within ninety (90) days of receipt.
- (h) In the event that the Corporation prescribes a Contributable Standards Change in the last quarter of the Fiscal Year, the Service Provider's claim may include any net incremental increase in direct out-of-pocket or third party costs associated with the said change and incurred during the Fiscal Year or within 120 days of the complete Fiscal Year ("**Extended Period**") and the Service Provider will have up to 60 days following the Extended Period to submit its application in accordance with this Article 3.3. Any claim made in the Extended Period will be included in the calculation of the Service Provider's aggregate claim total pursuant to Article 3.3(f)(iv) for the Fiscal Year in which the applicable Contributable Standards Change was made.
- (i) Nothing in this Article 3.3 limits the Service Provider's obligations to comply with all amendments of the BCLC Standards, which is absolute.

3.4 Requirements. Without limiting the generality of Articles 3.1, 3.2 and 3.3(a), the Service Provider represents, warrants, covenants and agrees with the Corporation as follows:

- (a) No Unapproved Gaming Activities. The Service Provider will not promote, display, operate or offer for sale any Lottery Scheme (including Games), or operate any Gaming Supplies, except as Prescribed by the Corporation.
- (b) Appropriate Conduct. The Service Provider will not engage in any conduct that in the discretion of the Corporation is contrary to the public interest, or is prejudicial to the integrity or reputation of Gaming, the Facility or the Corporation.
- (c) No Minors. The Service Provider will, using all reasonable efforts, not permit any individual who does not meet the minimum age requirements, as required by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility and participate in Games at the Facility.
- (d) No Ineligible Players. The Service Provider will, using all reasonable efforts, not permit any individual who has been barred or self-excluded, or is otherwise prohibited by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility or participate in Games at the Facility.
- (e) Responsible Gambling. The Service Provider will comply with the BCLC Standards relating to responsible gambling and any responsible gambling policies or programs Prescribed by the Corporation or required by Applicable Law.
- (f) Non-Participation. The Service Provider will not participate in, nor permit any Person providing the Services to participate in, Games at the Facility, except as Prescribed by the Corporation.

- (g) Interest in Other Lottery Schemes. The Service Provider will not provide or attempt or intend to provide, or hold any interest, directly or indirectly, in another Person that provides or attempts or intends to provide, to the Corporation any services of any kind whatsoever other than the Services, without the prior written approval of the Corporation.
- (h) Safety. The Service Provider will comply with the requirements of the *Workers Compensation Act* and Applicable Law relating to occupational health and safety at the Site, and will either be the "prime contractor" for the purposes of the *Workers Compensation Act* or will agree with another Person acceptable to WorkSafe BC to be the "prime contractor". The Corporation may at any time require the Service Provider to provide evidence of compliance with the requirements under the *Workers Compensation Act*, including as to payment of assessments due under it to the Workers' Compensation Board.

ARTICLE 4

BUSINESS PLANNING & REPORTING

- 4.1 Annual Business Plan. The Service Provider will comply with, and perform the Services in accordance with, the Annual Business Plan. At least ninety (90) days prior to the commencement of each Operating Year, the Service Provider will deliver to the Corporation a draft Annual Business Plan in respect of such Operating Year. The Annual Business Plan will be in the form and contain the information required by the BCLC Standards and as Prescribed by the Corporation.
- 4.2 Strategic Plan.
 - (a) The Service Provider will comply with, and perform the Services in accordance with, the Strategic Plan.
 - (b) If, as part of an Annual Business Plan, the Service Provider proposes an adjustment of MIR Investments and the MIR Allocation schedule set out in the Strategic Plan, the Service Provider will provide the Corporation with a revised draft Strategic Plan.
 - (c) In the event the Facility is a new facility, or the Facility has been relocated, the Service Provider will provide a draft Strategic Plan, or, if applicable, a revised draft Strategic Plan, within thirty (30) days after calculation by the Corporation of the MIR pursuant to Article A6.3 of Schedule A (Business Terms).
- 4.3 Review by the Corporation. The Corporation will review a draft Plan during the sixty (60) day period following receipt thereof. During this review period, the Service Provider and the Corporation will make appropriate representatives available to discuss such draft Plan.
- 4.4 Acceptance by the Corporation. The Corporation will, within ninety (90) days of receipt of a Plan by the Corporation, advise the Service Provider in writing, either:
 - (a) that the Plan is accepted by the Corporation; or

- (b) that the Plan is not accepted by the Corporation and set out the particulars of the Corporation's comments relating to the Plan.

The Corporation's comments may include a rejection of any or all of the subject matter of the Plan.

If the Plan is accepted, the Service Provider will comply with the Plan. If a Plan is not accepted, the Service Provider will, within fourteen (14) days of receipt of such advice, revise the Plan to address the Corporation's comments and re-submit the Plan to the Corporation. The Corporation will review the revised Plan within fourteen (14) days of receipt of such revised Plan, and either accept the Plan or, if not accepted, set out the particulars of the Corporation's comments relating to the Plan. The process will be repeated until the Plan is accepted. In the event that a Plan is not accepted by the Corporation, the Service Provider will (i) continue to perform the Services and make the MIR Investments in accordance with the then-applicable Plan, (ii) comply with the provisions of the Plan that the Corporation may indicate have been accepted and (iii) comply with any other requirements Prescribed by the Corporation.

- 4.5 Revisions to Plans. If the Service Provider or the Corporation determines, acting reasonably, at any time that the then-effective Plan may require amendment, the determining party will provide a written request to the other party, such request to include a detailed summary of the proposed revisions to the applicable Plan. During the sixty (60) day period following receipt of such request, the parties will meet and consult with each other in respect of the amendments to such Plan. If the parties agree to amend such Plan, the Service Provider will provide a draft revised Plan to the Corporation for review and in accordance with Articles 4.3 and 4.4.

- 4.6 Reporting. The Service Provider will:

- (a) furnish to the Corporation the reports set out in, and in accordance with, the BCLC Standards, or as otherwise Prescribed by the Corporation;
- (b) promptly give notice to the Corporation upon the Service Provider becoming aware of any non-compliance of the Service Provider with the BCLC Standards, any Material Breach or any Event of Default;
- (c) promptly give notice to the Corporation of any material breach or allegation of a material breach of any Applicable Law committed by a director, officer or Significant Interest holder of the Service Provider of which breach or allegation the Service Provider has knowledge or would have had knowledge upon reasonable inquiry; and
- (d) promptly give notice to the Corporation of any Information Security Incident or any event or circumstance that has occurred or will occur that materially adversely affects the Site or the Service Provider.

- 4.7 Acknowledgement. The Corporation acknowledges that the reporting standards under this Agreement are different from those under any Previous Agreement. As such, if there was a Previous Agreement in effect between the parties, the Service Provider will have

ninety (90) days from the Effective Date to comply with the BCLC Standards or any other reporting requirements, before such reporting requirement is considered a Compliance Breach. This provision applies to Compliance Breaches only, and does not apply to Material Breaches or Events of Default.

ARTICLE 5

FACILITY & SITE

5.1 Exclusive Licence of Facility. The Service Provider grants to the Corporation an exclusive licence to the Facility (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for:

- (a) the purposes of the Corporation's conduct, management and operation of the Games and Services and the Corporation's exercise of any rights and the Corporation's fulfilment of any obligations in this Agreement; and
- (b) all purposes ancillary thereto, including the Corporation's installation, operation, maintenance and removal of Gaming Supplies, and such other purposes as Prescribed by the Corporation.

Subject to the Corporation's overriding responsibility to conduct, manage and operate the Facility and Games and the terms and conditions of this Agreement, the Corporation provides the Service Provider with a sub-licence to the Facility as may be necessary to provide the Services and subject to such restrictions as may be Prescribed by the Corporation.

5.2 Non-exclusive Licence of Site. In addition to the licence to the Facility in Article 5.1, the Service Provider grants to the Corporation a non-exclusive licence to the other portions of the Site (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for purposes associated with or ancillary to the Corporation's purposes set out in Articles 5.1(a) and 5.1(b), including for use of all common areas of the Site and for unfettered access to and from the Facility, and for purposes of the exercise of its license in Article 5.1.

5.3 Exercise of Licence Rights. The Corporation may permit the licence rights granted in this Agreement to be exercised by itself and its directors, officers, employees, agents, contractors, subcontractors, invitees and sub-licensees.

5.4 Maintenance, Use and Repairs. The Service Provider will:

- (a) provide all furnishings, fixtures, equipment, electrical systems and data systems, within and for the provision of Services at the Facility, all in accordance with the BCLC Standards; and
- (b) maintain, operate and repair the Site, in good order, condition, appearance and repair and all furnishings, fixtures, equipment, electrical systems and data systems therein, in good condition and in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation and ensure that the Facility and the

common areas of the Site meet the facility design, amenity, ambiance and signage requirements specified in the BCLC Standards.

5.5 Lease. If the Service Provider is not the legal or beneficial owner of the Site:

- (a) concurrently with the execution of this Agreement or otherwise at the request of the Corporation, the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause the owner of the Site to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the owner of the Site, in form and substance satisfactory to the Corporation, acting reasonably, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:
 - (i) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement;
 - (ii) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement; and
 - (iii) the postponement and subordination of any interest of such owner in any asset or other property of the Service Provider in favour of any interest of the Corporation in any asset or other property of the Service Provider.
- (b) the Service Provider will promptly give notice to the Corporation if and when the Service Provider becomes aware of a change in legal or beneficial ownership of the Site.

5.6 Change of Ownership. If the Service Provider is the legal or beneficial owner of the Site, the Service Provider will not, without the prior written consent of the Corporation, transfer, assign or otherwise dispose of legal or beneficial ownership of the Site.¹

5.7 Non-Disturbance Agreement. Concurrently with the execution of this Agreement or otherwise at the request of the Corporation, including as a condition of any consent under Article 17 (Transfer, Sale & Assignment), the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause any mortgagee of the lease of the Site (whether leasehold or freehold) to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the mortgagee, in form and substance satisfactory to the Corporation, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:

- (a) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement; and
- (b) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement,

¹ If the Service Provider owns the Site.

upon and after the mortgagee taking any enforcement or realization proceedings under its mortgage of the Site (whether leasehold or freehold).

- 5.8 Restrictions on Use. The Service Provider will not, and will cause its affiliates to not, use, occupy or possess or suffer or permit the use, occupation or possession of:

- (a) the Site or any part thereof; or
- (b) any lands that are in reasonable proximity to the Site that are owned, leased or otherwise under the control of the Service Provider or its affiliates,

for any use, occupation or possession that in the discretion of the Corporation is incompatible with, or that could prejudice the integrity or the reputation of the Facility or Gaming.

- 5.9 Prohibited Communications. The Service Provider will not, directly or indirectly through any means including via an agent, and will ensure that its affiliates, directors, officers, partners, Personnel, consultants, agents, advisors, representatives or subcontractors do not, engage in or commence any discussions, plans, applications, approvals, permitting or licensing procedures with any municipality, host local government or prospective host local government regarding any new facility, relocation or substantial change, except as Prescribed by the Corporation.

- 5.10 Relocations and Substantial Changes. In accordance with the *Gaming Control Act*, the Service Provider may make an application to the Corporation for approval to relocate or make a substantial change to the Facility or the type or extent of Games at the Facility. In addition to any other requirements that the Corporation may Prescribe for such application, the Corporation may require that the Service Provider and its affiliates execute and deliver a project development agreement as set out in the BCLC Standards and in a form and in substance satisfactory to the Corporation, prior to the Corporation consenting to the Service Provider's application.

ARTICLE 6

GAMING SUPPLIES

- 6.1 Provision, Maintenance and Repair. The Corporation will provide, maintain and repair the Gaming Supplies necessary for its conduct, management and operation of Gaming at the Facility.

- 6.2 Installation, Relocation and Security of Gaming Supplies. The Service Provider will:

- (a) not permit any Gaming Supplies to be installed or used at the Facility, except as Prescribed by the Corporation;
- (b) locate the Gaming Supplies as and where Prescribed by the Corporation;
- (c) not relocate or interfere with the proper operation of any Gaming Supplies, unless Prescribed by the Corporation;

- (d) permit the Corporation and the Corporation's authorized representatives to examine the Gaming Supplies, at such times and in such manner as Prescribed by the Corporation;
 - (e) assist the Corporation and the Corporation's authorized representatives in the examination of the Gaming Supplies, and in the conduct of any examination, including security examination, or enforcement activities, at such times and in such manner as Prescribed by the Corporation;
 - (f) upon request by the Corporation, remove any Gaming Supplies;
 - (g) provide for the physical security and logical security of the Gaming Supplies in accordance with the BCLC Standards and to safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss, damage or malfunction to or of the Gaming Supplies; and
 - (h) keep the Gaming Supplies free and clear of all liens, security interests or other encumbrances.
- 6.3 No Rights to Gaming Supplies. The Service Provider acknowledges and agrees that Service Provider does not hold and will not acquire property rights or Intellectual Property Rights or other interests in or to Gaming Supplies, except as Prescribed by the Corporation.
- 6.4 Leased Games. The Corporation may, after consultation with the Service Provider, supply Leased Games to the Facility. The parties acknowledge and agree that the costs, if any, of leasing or licensing Leased Games supplied by the Corporation to the Facility will be borne by both the Corporation and the Service Provider. The Service Provider's proportion of such costs is the percentage that is equal to the Service Provider's percentage of Commission (excluding FIC) applicable to such Leased Games as set out in Article A4.1 of Schedule A (Business Terms).
- 6.5 Additional Optional Gaming Supplies. The Service Provider may apply to the Corporation for Gaming Supplies that are in addition to those Prescribed or provided by the Corporation. The Service Provider will provide the reasons for the application for the additional Gaming Supplies. The Corporation may consider the application, and at the Corporation's option may provide the additional Gaming Supplies on such terms as may be agreed to by the parties or, failing agreement, as Prescribed by the Corporation.

ARTICLE 7

SECURITY & SURVEILLANCE

- 7.1 Security and Surveillance. The Service Provider will:
- (a) provide and maintain sufficient digital and other monitoring, security and surveillance equipment and systems in and around the Site, all in accordance with the BCLC Standards;

- (b) provide, train and certify sufficient security and surveillance Personnel in accordance with the BCLC Standards;
- (c) provide for the physical and logical security of the Facility (and all individuals, equipment, software, devices and systems therein) in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, and safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss or damage to the Facility, any Gaming Supplies or property of a third party within the Facility or any injury to any individual within the Facility; and
- (d) maintain the security, currency, accuracy and integrity of Corporation Data and SP Surveillance Data and all equipment and systems on which such data and information is obtained, transmitted or stored.

7.2 Lease of Equipment. In the event that the Service Provider leases any monitoring, security or surveillance equipment and systems for use in the Facility, it must ensure that such lease agreement contains provisions that:

- (a) prohibit the lessor from accessing, using or disclosing any Corporation Data and SP Surveillance Data; and
- (b) grant the Corporation unfettered access to such information, and such right will continue after expiry or earlier termination of the lease agreement until all Corporation Data and SP Surveillance Data has been obtained by the Corporation and removed from such equipment and systems.

ARTICLE 8

FINANCIAL MATTERS & OBLIGATIONS

8.1 Revenue and Gaming Accounts. The Service Provider will:

- (a) collect, receive and hold the Revenue, the Net Win and the Chip Liability for and on behalf of and as agent for the Corporation;
- (b) deposit the Net Win into the Gaming Accounts at the times, the manner and the amount Prescribed by the Corporation;
- (c) not deposit into the Gaming Accounts any funds other than the Net Win, unless otherwise Prescribed by the Corporation;
- (d) not commingle the Net Win with the funds of the Service Provider;
- (e) adhere to cash management policies and procedures as set out in the BCLC Standards, or as otherwise Prescribed by the Corporation;
- (f) accept, on behalf of and as agent for the Corporation, bets on Games;
- (g) on behalf of and as agent for the Corporation, pay all Winnings and otherwise redeem for cash when tendered for redemption all Chips;

- (h) not install or operate any cash dispensing machines, except as provided in Schedule A (Business Terms), and will comply with the BCLC Standards in respect of any cash dispensing machines; and
- (i) for any cash dispensing services at the Site, not charge, or permit anyone to charge, service fees that exceed prevailing market rates.

- 8.2 Appointment as Trustee. The Service Provider acknowledges and agrees that the Corporation is the sole and absolute legal and beneficial owner of the Revenue, together with any additional monies received or collected by the Service Provider as a result of exchanging cash for Chips in the Facility, and that the Service Provider receives, holds and deals with those funds as trustee for the Corporation.
- 8.3 Gaming Accounts. The Gaming Accounts are for the Corporation's sole use and benefit, managed solely by the Corporation, and, without limiting the foregoing, the Corporation is not required to maintain any amounts in the Gaming Accounts or to use them or apply the funds in them solely for the Facility. The Corporation may remove any amounts, including the Net Win, from the Gaming Accounts at any time at its discretion.
- 8.4 Gaming Bankroll. The Service Provider will provide and maintain the Gaming Bankroll in such amount as is required for the purposes of making change, redeeming Chips and promptly paying Winnings.
- 8.5 Commission. In consideration of the Service Provider's provision of the Services, the Corporation will pay the Service Provider the remuneration set out in Schedule A (Business Terms). The Service Provider acknowledges and agrees that notwithstanding any references to the remuneration that is applicable to any particular Game or any other part of the Services, the remuneration calculated under this Agreement is for the whole of the Services.
- 8.6 Statement of Account. The Corporation will provide the Service Provider with a statement of account weekly or at such intervals as may be Prescribed by the Corporation, and the statement of account will include:
- (a) a calculation of the Revenue;
 - (b) a calculation of the Net Win; and
 - (c) a calculation of that portion of the Net Win that the Corporation will pay the Service Provider in respect of payment for the Services for the previous week or Prescribed interval, as applicable, which is determined as follows:
 - (i) the total amount of the Commission owing to the Service Provider for the previous week, based on the percentages set out on Schedule A (Business Terms);

PLUS

- (ii) the reimbursement for F&B Redeemed, pursuant to the terms and conditions of the Loyalty Program;

PLUS OR MINUS, as applicable

- (iii) any other amounts owing to or from the Service Provider pursuant to the terms and conditions of the Loyalty Program (other than in respect of F&B Redeemed pursuant to (ii) above);

PLUS OR MINUS, as applicable

- (iv) any amounts owing to or from the Service Provider pursuant to the terms and conditions of Promotional Programs;

LESS

- (v) monthly, any amounts owing by the Service Provider to the Corporation in respect of Leased Games pursuant to Article 6.4;

LESS;

- (vi) any amounts owing by the Service Provider to the Corporation in respect of any additional optional Gaming Supplies pursuant to Article 6.5;

PLUS OR MINUS, as applicable,

- (vii) a calculation of any amount owing to the Corporation under this Agreement, in respect of any adjustments or corrections, pursuant to Article 8.10;

PLUS OR MINUS, as applicable,

- (viii) any other amount owing to or from the Service Provider under this Agreement;

PLUS

- (ix) all amounts payable to the Service Provider in respect of any sales or value-added tax and of all other applicable taxes,

all without duplication, the total of the foregoing, if a positive number, being the "**Weekly Amount**", and if the total of the Weekly Amount is a negative number, the Service Provider is liable to the Corporation for the absolute value of such total, and will pay the Corporation such value upon demand, or at the Corporation's option such value will be applied as a reduction or adjustment on the statement of account for a Prescribed future Weekly Amount.

- 8.7 Payment of Weekly Amount. Upon delivery by the Corporation of a statement of account pursuant to Article 8.6, the Corporation will pay to the Service Provider the Weekly Amount.

8.8 Taxes.

- (a) All amounts payable to the Service Provider under this Agreement are exclusive of any sales or value-added tax and of all other applicable taxes. The Service Provider will collect and remit all applicable taxes to the appropriate governmental authority in a timely manner. The Service Provider will provide the Corporation with all information and documentation required for the Corporation to calculate applicable taxes under this Agreement, including upon request any information the Corporation requires in relation to the labour component applicable to the Services.
- (b) Subject only to Article 8.8(c), the parties acknowledge that under this Agreement the Corporation is not providing any form of reimbursement, as the term "reimbursement" is used for purposes of sales taxes, value-added taxes or income taxes.
- (c) The parties will treat a reimbursement provided in Article 3.3(f) for a Contributable Standards Change as a reimbursement for purposes of sales taxes, value-added taxes and income taxes.

8.9 Chip Exchange. If:

- (a) the Service Provider closes the Facility or this Agreement expires or is terminated;
- (b) the nominal inventory of Chips for the Facility is decreased in the Computer System but not all the Chips are physically in the control of either BCLC or the Service Provider;
- (c) the Service Provider rebrands the Facility or there is an approved relocation planned for the Facility; or
- (d) the Corporation determines that a Chip exchange is necessary or desirable,

then, at the direction of the Corporation, the Service Provider will collect such classes of Chips Prescribed by the Corporation and, other than under Article 8.9(a), replace them with new Chips in accordance with the procedures set out in the BCLC Standards. The Service Provider is responsible for reimbursing the Corporation for an amount equal to the total of the face value of all Chips that are lost, stolen, or otherwise unaccounted for and not collected, which amount may be set off against amounts owing to the Service Provider.

8.10 Adjustments and Disputed Amounts.

- (a) The Corporation may include, on any statement of account, a summary of any debits or credits required to the Weekly Amount to reflect advances or other payments previously made in respect of the Weekly Amount and to reflect required adjustments or corrections that have not been recorded on a previous statement of account, and the Weekly Amount will be adjusted accordingly.

- (b) The Corporation may also make other adjustments to the statement of account to reflect the correction of errors on previous statements of account, other provisions in this Agreement, Service Provider initiated *ex-gratia* payments or other adjustments as agreed to in writing by the parties.
- (c) The inclusion of any amount on a statement of account or invoice will not be construed as an acceptance or approval of incomplete or improper Services or any other matter provided by the Service Provider which is not in conformance with the requirements of this Agreement and will not operate to relieve the Service Provider from any of its obligations under this Agreement.

ARTICLE 9

FINANCIAL ACCOUNTS & RECORDS

9.1 Accounts and Records. The Service Provider will:

- (a) maintain books of account and records as required by the terms and conditions of this Agreement, the BCLC Standards, or as otherwise Prescribed by the Corporation, and cause such books of account and records to be made available to the Corporation and the Corporation's authorized representatives within a reasonable time and no later than 24 hours from a request by the Corporation or the Corporation's authorized representatives; and
- (b) make available to the Corporation and the Corporation's authorized representatives such information and material as may be required by the Corporation for the purposes of an examination and otherwise co-operate and give such assistance as may be necessary for the Corporation and the Corporation's authorized representatives to carry out their examination,

and the obligations on the part of the Service Provider in this Article 9.1 will survive expiry or earlier termination of this Agreement for a period of seven (7) years.

9.2 Inconsistencies. In the absence of manifest error or unless otherwise agreed by the parties, in the event of any inconsistency between any records generated by the Service Provider or the Computer System, the final record will, in each case, be determined by the information and records generated by the Computer System and the Service Provider is bound thereby and will account to the Corporation on the basis of information generated by the Computer System. The Corporation will not be liable for any reduction in the Service Provider's remuneration that may directly or indirectly result from any malfunction of the Computer System or Service Provider errors.

ARTICLE 10

EXAMINATIONS

10.1 Authority to Examine. In addition to any of the Corporation's other rights of examination under this Agreement, the BCLC Standards or Applicable Law, at any time and in the Corporation's discretion, the Corporation and its authorized representatives may conduct physical, logical and electronic examinations, in relation to this Agreement, the Services, Gaming, the Facility, and the Site and in conjunction with such examinations:

- (a) the Service Provider will provide the Corporation and its authorized representatives, at all reasonable times, with unfettered access to the Facility, Gaming Supplies, the common areas of the Site, all of the Services and any other location where the Service Provider carries on business or stores records, and all systems, devices, networks, services, software and information used (currently or in the past) to provide, monitor, protect or operate the Facility, the Gaming Supplies or the Site or to provide the Services;
- (b) the Corporation may examine, remove for examination and reproduce records (physical or electronic) in the possession of the Service Provider, its affiliates, its subcontractors and their respective Personnel that are associated in any way with the subject of the examination, any information or records required to be provided pursuant to this Agreement or the BCLC Standards, or that relate to the financial health and solvency of the Service Provider;
- (c) the Corporation may interview and examine all Service Provider's Personnel and all subcontractors and their Personnel, and the Service Provider will make available and cause to be made available all such Personnel, subcontractors and their Personnel as and when requested by the Corporation;
- (d) during the examination, the Service Provider will grant the Corporation and its authorized representatives access to the Service Provider's records, third party examination reports, systems, facilities, controls, processes, procedures, monitoring and measurement systems;
- (e) the Service Provider will provide, and cause to be provided, all such information and records as are requested by the Corporation as part of any of its examinations under this Agreement; and
- (f) the Service Provider will do all such things as requested to assist the Corporation in any and all such examinations.

For clarity, the foregoing does not replace or prevent the exercise of any statutory authority or power that the Corporation or any other governmental authority may have in respect of its examination or compulsion powers.

- 10.2 Examination Results. To the extent that any default, deficiency, failure or error by the Service Provider is discovered under any examination permitted under this Agreement, the Service Provider will promptly remedy such default, deficiency, failure or error at its own cost. Nothing in this Agreement will prevent the Corporation or any governmental authority from exercising any power it may have under any Applicable Law. The Corporation is entitled to use the results of any examination and to disclose the results to any governmental authority as required under Applicable Law.
- 10.3 Third Party Examination and Reporting. No less than once per Operating Year, the Service Provider will have an independent certified professional accounting firm or another independent third party reasonably acceptable to the Corporation conduct such examinations, including audits, assessments or reports, as are required in the BCLC Standards.

- 10.4 Cost. The cost of performing all initial examinations conducted pursuant to Article 10.1 will be borne by the Corporation. In addition, the Service Provider will bear the cost of all follow-up examinations that are reasonably required to ensure that the Service Provider has cured any default, deficiency, failure or error, except to the extent that the Corporation would have incurred such cost for other ordinary course examinations.

ARTICLE 11

MARKETING & PROMOTION

- 11.1 Loyalty Programs. The Service Provider will participate in, support, promote and contribute to the Loyalty Programs that the Corporation Prescribes. The Service Provider will not operate a Promotional Program other than a Loyalty Program Prescribed by the Corporation without prior written consent.
- 11.2 Marketing Programs. The Service Provider may conduct its own Marketing Programs and Contests throughout the Term, and will do so in compliance with the BCLC Standards and Applicable Law.
- 11.3 CASL Compliance. Without limiting the requirements to comply with Applicable Law, the Service Provider will comply with CASL.
- 11.4 Signage. The Service Provider will display only such signage as is permitted by the BCLC Standards or approved by the Corporation, and will install and display such signage as is supplied by the Corporation.
- 11.5 Name of Facility. The Service Provider will not change the name or branding of the Facility without the Corporation's prior written consent.
- 11.6 Cancellation. If, in the opinion of the Corporation, any Contests, Marketing Programs or Promotional Programs operated or managed by the Service Provider might prejudice the integrity or the reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia:
- (a) the Corporation may in writing instruct the Service Provider to cease and desist any such Contests, Marketing Programs or Promotional Programs; and
 - (b) the Service Provider will immediately cease and desist any such Contests, Marketing Programs or Promotional Programs.

ARTICLE 12

PROTECTION, USE & DISCLOSURE OF DATA & INFORMATION

- 12.1 Covenant. A Recipient will keep any Confidential Information disclosed to it by the Disclosing Party confidential and not disclose the same to any third party without the prior written consent of the Disclosing Party, and in the case of the Service Provider, will use the Corporation's Confidential Information only for the purpose of performing the Service Provider's obligations under this Agreement. Notwithstanding the foregoing, the Corporation is entitled to disclose any Confidential Information to the Gaming Policy & Enforcement Branch, the Minister of Finance, the Minister responsible for the Corporation

or to any other governmental authority as required by Applicable Law or to any other extent reasonably required to enforce the rights and remedies under this Agreement. Further, nothing in this Agreement will prevent the Corporation from disclosing any information which is proprietary to the Corporation under the terms of this Agreement to any party the Corporation may see fit without the prior or any consent of the Service Provider. The Service Provider may disclose Confidential Information to its representatives, advisors and consultants to the extent reasonably required to perform its obligations under this Agreement, provided such persons agree to confidentiality provisions equivalent to those of this Article 12.1. Notwithstanding the above, either party is entitled to disclose any information supplied by the other party if such party is required to disclose such information by court order or by other compulsion of law.

- 12.2 Ownership of Corporation Data. The Service Provider will (a) generate Corporation Data, (b) preserve and maintain all Corporation Data in its possession or under its control, and (c) transfer Corporation Data to the Corporation, all in accordance with the BCLC Standards, as required to comply with this Article 12.2 and in the manner and at the times Prescribed by the Corporation. The Service Provider acknowledges and agrees that the Corporation Data is the sole and exclusive property of the Corporation, and that the use of the Corporation Data is subject to the Corporation's control (even if in the custody of the Service Provider).
- 12.3 SP Surveillance Data. The Service Provider will (a) generate SP Surveillance Data, (b) preserve and maintain all SP Surveillance Data, and (c) provide the Corporation with a copy of such SP Surveillance Data, all in accordance with the BCLC Standards, as required to comply with this Article 12.3 and in the manner and at the times Prescribed by the Corporation. The Corporation acknowledges and agrees that the SP Surveillance Data is the sole and exclusive property of the Service Provider. The Service Provider hereby grants to the Corporation an irrevocable, unconditional, perpetual, non-exclusive, royalty-free right (i) to possess, use, maintain, modify, translate, adapt and display the SP Surveillance Data for any purposes consistent with the Corporation's business and operations and compliance with Applicable Law, including such purposes as the Corporation may, in its discretion, consider necessary or advisable in connection with the operation, security, maintenance of the Facility, (ii) to distribute and transfer such SP Surveillance Data to any third party, or any governmental authority, (iii) to use the SP Surveillance Data in conducting analysis for the purposes of improving or changing any BCLC Standards, Services, BCLC IP, and (iv) for the purposes of conduct, management and operation of the Facility.
- 12.4 Privacy and Access Laws. The Service Provider acknowledges that all information submitted to the Corporation is subject to the provisions of FIPPA.
- 12.5 Protection of Personal Information and Data. In providing the Services, the Service Provider will only collect, use and disclose Corporation Data, SP Surveillance Data and any other information that is Personal Information in accordance with the terms of this Agreement, BCLC Standards, Applicable Law, and in accordance with the purpose and terms that the Corporation has collected and disclosed such Corporation Data, SP Surveillance Data and any other information that is Personal Information and will comply with the terms of the Privacy Protection Schedule attached to this Agreement as

Schedule C (Privacy Protection Schedule). The Service Provider will make commercially reasonable efforts to prevent an Information Security Incident.

- 12.6 Disaster Recovery and Backup. The Service Provider will maintain a disaster recovery and business continuity plan for all technology, operational, financial, human or other resources reasonably required to provide the Services in accordance with the BCLC Standards. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with an executive summary of the Service Provider's then-current version of the disaster recovery and business continuity plan, and will revise it to adequately address concerns that the Corporation raises with the Service Provider. The Service Provider will perform disaster recovery and business continuity tests as required by the BCLC Standards.
- 12.7 Computer System Access. The Service Provider will access the Computer System only in accordance with the BCLC Standards and will not modify, revise or otherwise change, or allow any other person to modify any aspect of the Computer System in any manner that would or would reasonably be expected to interfere with or compromise the systems, infrastructure, architecture, security, integrity, coding or functionality of the Computer System, any data residing on or being processed by the Computer System, or otherwise adversely impact the Corporation. Without limiting the foregoing, the Service Provider will ensure that: (a) access to the Computer System by the SP Systems is only through the network(s) and means specified in the BCLC Standards, and (b) the SP Systems will comply with the BCLC Standards. The Service Provider will comply with any testing, security, controls and production requirements as outlined in the BCLC Standards. The Service Provider will only remove Corporation Data from the Computer System as expressly permitted by the Corporation or the BCLC Standards, and in any event will segregate, physically and logically, all Corporation Data from its own data, including as required by the BCLC Standards. In the event of an Information Security Incident, the Service Provider will follow the procedure set out in the BCLC Standards.
- 12.8 No Disabling Code. The Service Provider represents and warrants that the Services, and all systems, networks, devices or services that provide, monitor, access, or secure the Services including the SP Systems, will not contain any virus, Trojan horse, self-replicating or other computer instructions that may: (a) alter, destroy, inhibit or discontinue the Corporation's effective receipt of the Services, BCLC IP or any Corporation Data, (b) erase, destroy, corrupt or modify any data, programs, materials or information used by the Corporation or its users, (c) store any data, programs, materials or information on the Corporation's computers, including the computers of its users, (d) bypass any internal or external security measure to obtain access to the Corporation's resources, or (e) introduce software, code, routine, program or similar material prohibited in the BCLC Standards.
- 12.9 Data Examinations. In addition to the Corporation's other examination rights under this Agreement, examiners may conduct on-site, physical, and logical security reviews, vulnerability testing and disaster recovery testing for the SP Systems containing or accessing the Computer System, Corporation Data or BCLC IP, and otherwise examine the Service Provider's operations for compliance with requirements set out in this Agreement and the BCLC Standards. If vulnerabilities are identified, the Service Provider

will (a) promptly document and implement a mutually agreed-upon remediation plan, (b) upon the Corporation's request, provide the Corporation with the status of the implementation, and (c) otherwise comply with any requirements of the BCLC Standards. The Corporation is not responsible for any harm that results from these examinations.

- 12.10 Notice & Examination. The Service Provider will immediately give notice to the Corporation of any actual or suspected security breach of, or unauthorized or suspicious access to, the Service Provider's systems, devices, software, services or networks or the Computer System as required by the BCLC Standards, including an Information Security Incident, and will provide the Corporation with all such access and information as the Corporation requests in an examination, and will take all such steps as the Corporation requires to rectify such actual or suspected security breach or access.
- 12.11 Vulnerability Testing. Without limiting the application of any required vulnerability testing or assessment set out in the BCLC Standards, the Service Provider will assess and remediate the vulnerabilities of the Service Provider's systems, devices, software, networks or services (including the SP Systems and those of any subcontractor) that could compromise the data, systems, or critical functioning of the information technology infrastructure of the Service Provider, the Corporation, the Computer System, or their respective users, Players, clients or customers or that impacts the Service Provider's external-facing, internal or partner environments or the Services, as required by the BCLC Standards.

ARTICLE 13 **INTELLECTUAL PROPERTY**

- 13.1 BCLC IP. All BCLC IP is and will be owned exclusively by the Corporation. The Service Provider hereby irrevocably and unconditionally assigns, transfers and conveys and will cause its Personnel and subcontractors and their Personnel to irrevocably and automatically assign, transfer and convey to the Corporation, in each case without additional consideration, all right, title and interest throughout the world in and to the BCLC IP when the Service Provider (or its Personnel or subcontractors or their Personnel) acquires, conceives, creates, develops or first reduces to practice the BCLC IP. The Service Provider will cause its Personnel and subcontractors and their Personnel to irrevocably and unconditionally waive, to the extent permitted by Applicable Law, any claims they may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to any BCLC IP.
- 13.2 Licence of BCLC IP. Subject to the Service Provider's compliance with all of the terms and conditions of this Agreement, the Corporation hereby grants to the Service Provider a royalty-free, non-transferable and non-exclusive right and license to use the BCLC IP, during the Term, without any further right to sub-license, solely as necessary to perform its obligations under this Agreement and for no other purpose. The Service Provider agrees, now and hereafter, not to challenge the ownership or validity of any of the BCLC IP, including the Corporation Data.
- 13.3 Licensed IP. The Corporation will in writing advise the Service Provider of requirements of third party agreements and licenses pertaining to the use of Licensed IP. The Service Provider will conduct itself in such a manner that allows the Corporation to fulfill its

obligations and maintain its good standing in respect of any third party agreements and licenses pertaining to the use of the Licensed IP, and the Service Provider will comply with covenants and obligations under such third party agreements and licenses as if it were an original signatory thereto.

- 13.4 Use of Trademarks. During the Term, the Service Provider may use such trademarks of the Corporation as the Corporation may approve in the BCLC Standards or otherwise in writing (the "**Approved Corporation Trademarks**"), and the Corporation may use such trademarks of the Service Provider as the Service Provider may approve in writing (the "**Approved Service Provider Trademarks**"), for the sole purposes of advertising or promoting the Facility, in each case subject to and in accordance with this Article 13. For the avoidance of doubt, the Service Provider may not use any trademarks of the Corporation other than Approved Corporation Trademarks and the Corporation may not use any trademarks of the Service Provider other than Approved Service Provider Trademarks.
- 13.5 Standards for Trademarks. The Service Provider may not use the Approved Corporation Trademarks except in accordance with such style guidelines as are set forth in the BCLC Standards or as the Corporation may otherwise Prescribe and, without limiting the generality of the foregoing, will clearly indicate in all advertising that the Approved Corporation Trademarks are owned by the Corporation and used with the Corporation's permission. The Service Provider will not, directly or indirectly, advertise, exploit, promote or otherwise deal with any of the Approved Corporation Trademarks in any manner that might adversely affect the goodwill attaching to and symbolized by such trademarks. In addition to the foregoing, each party agrees, in respect of the other party's trademarks, to fully and promptly comply with any instructions or directions regarding the use, appearance, location, size, context, cessation or similar matter of the other party's trademarks when provided by the other party. Without limiting the application of the other provisions of this Article 13.5, the licensee of the other party's trademarks will not remove, alter, obscure or otherwise change any proprietary notice affixed by such party to its materials.
- 13.6 Goodwill. All goodwill in the Approved Corporation Trademarks will accrue to the Corporation. All goodwill in the Approved Service Provider Trademarks will accrue to the Service Provider. At no time during or after the term of this Agreement will the Service Provider challenge or assist others to challenge the trademarks, service marks or trade names of or claimed by the Corporation or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to those of the Corporation.

ARTICLE 14

EMPLOYMENT & TRAINING

- 14.1 Engagement of Personnel. The Service Provider will engage such Personnel as may be necessary to provide the Services, provided that in the engagement of such Personnel, the Service Provider will:
- (a) engage or employ only such Personnel as are trained, competent and otherwise satisfy the standards and qualifications Prescribed by the Corporation;

- (b) ensure such Personnel are registered, licensed and approved as required by Applicable Law; and
 - (c) maintain exclusive supervision and control over the Personnel engaged or employed directly or indirectly by the Service Provider to provide the Services, and exercise exclusive responsibility and authority for hiring, supervising, directing, compensating, disciplining, terminating and administering such Personnel, and costs related thereto, provided that the Service Provider complies with the applicable provisions of this Agreement.
- 14.2 Supervisory Personnel. The Service Provider will appoint competent supervisory Personnel and will require attendance by sufficient supervisory Personnel at the Facility at all times while open to the public.
- 14.3 Cooperation with Other Contractors. The Service Provider will cooperate with other contractors and subcontractors of the Corporation.
- 14.4 Obligations of Service Provider. The Service Provider is exclusively responsible for and will comply with:
- (a) all obligations as employer of Personnel employed by the Service Provider to provide the Services, including payment of all wages, salaries and benefits and deduction and remittance of all statutory withholdings for income tax, employment insurance and Canada Pension Plan, payment of Workers' Compensation Board assessments and the like; and
 - (b) all obligations of the Service Provider to Personnel under contracts with independent contractors retained by the Service Provider to provide the Services, including payment of service fees, sales, services or value added tax and any other fees or taxes associated therewith.
- 14.5 Standard Training Programs. The Service Provider will ensure that, in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, all Personnel successfully complete required training programs, including updated or remedial training.
- 14.6 Remedial Training Programs. In the event of a Material Breach:
- (a) the Corporation may require that the Service Provider and all Personnel successfully complete a remedial training program and all such Personnel must cooperate in, participate in, fully and satisfactorily complete such remedial training program;
 - (b) such training will be completed at the cost of the Service Provider; and
 - (c) the Corporation will invoice the Service Provider for costs incurred by the Corporation for such training and the Service Provider must promptly pay such invoice.

14.7 Appointment of Compliance Officer. The Service Provider will appoint a compliance officer approved by the Corporation. The compliance officer will report directly to a senior officer of the Service Provider in a position approved by the Corporation, which position may include the chief executive officer, the chief operating officer, the board chair or, if Prescribed by the Corporation, the equivalent senior officer of a direct or indirect owner of the Service Provider. The compliance officer will hold the qualifications, certifications and experience Prescribed in the BCLC Standards. The compliance officer's duties will include the following:

- (a) monitoring compliance of the Service Provider, its Personnel, subcontractors and their Personnel with the BCLC Standards, the Game Conditions and Applicable Law;
- (b) liaising with the Corporation; and
- (c) organizing attendance at remedial training.

ARTICLE 15 INSURANCE

15.1 Insurance. The Service Provider will purchase and maintain such policies of insurance as reasonably Prescribed by the Corporation and will deliver satisfactory proof of such insurance to the Corporation upon request and as soon as reasonably practicable after any material change to such policies of insurance.

ARTICLE 16 REPRESENTATIONS & WARRANTIES

16.1 Representations and Warranties. The Service Provider represents, warrants and covenants to the Corporation that:²

- (a) if a corporation, the Service Provider is a corporation, duly organized and validly existing under the laws of Canada and has full power and capacity to perform all its obligations in this Agreement and in all other documents, instruments and agreements required to be executed and delivered by the Service Provider pursuant to this Agreement;
- (b) if a partnership, the Service Provider is a [] partnership duly created and validly existing under the [] and has full power and capacity to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider to this Agreement, and the general partner of the Service Provider is a [] duly organized and validly existing under the laws of [], has been duly appointed general partner of the Service Provider, and has full power and capacity to perform both its own obligations and those of the Service Provider on the Service Provider's behalf in this Agreement

² Representations and warranties to be customized to ownership structure of Service Provider.

and in all other documents, instruments and agreements required to be executed and delivered pursuant to this Agreement;

- (c) the execution and delivery of this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider, and the general partner of the Service Provider, if applicable, pursuant to this Agreement have been duly authorized by all necessary action, have been duly executed and delivered and constitute legal, valid and binding obligations of the Service Provider enforceable in accordance with their terms and do not contravene or violate (i) any provision of its constating documents, (ii) any Applicable Law or any other Person's rights;
- (d) the information set out in Schedule B (Service Provider Ownership Information) is true and correct and, except as set out in Schedule B (Service Provider Ownership Information), there is as at the date of this Agreement no outstanding offer, agreement or other arrangement pursuant to which:
 - (i) any Person is entitled to subscribe for or take by means of transfer or by conversion any form of investment, security or voting rights in the Service Provider or, if applicable, the general partner of the Service Provider; or
 - (ii) if applicable, the partnership agreement governing the Service Provider will be amended;
- (e) the Service Provider, and, if applicable, the general partner of the Service Provider, and all Persons who control or have a Significant Interest in the Service Provider, and if applicable, the general partner of the Service Provider, are eligible for registration as gaming services providers under the *Gaming Control Act*;
- (f) the Service Provider is a registered gaming services provider under the *Gaming Control Act*, and will maintain such registration throughout the Term;
- (g) all Personnel who are required by Applicable Law to be registered as gaming workers are registered and will maintain such registrations throughout the Term;
- (h) all Personnel have and will maintain throughout the Term all skills, qualifications, expertise and experience necessary to perform the Services with a high degree of quality, consistent with industry standards applicable to top tier providers of similar services and otherwise in accordance with the terms of this Agreement;
- (i) the Service Provider has no knowledge of any material fact or matter not disclosed to the Corporation by the Service Provider that, if known by the Corporation, might reasonably be expected to deter the Corporation from entering into this Agreement or completing the transactions contemplated in this Agreement or that might materially adversely affect the ability of the Service Provider to perform its obligations under this Agreement;
- (j) without limiting the representation in Article 16.1(i), the Service Provider is itself, or is through subcontracting or other arrangements, fully capable of participating

in the Loyalty Programs and other Promotional Programs, including providing for redemption by Players for food and beverage products at the Facility;

- (k) the Service Provider either is the registered and beneficial owner of, or has an exclusive lease in respect of, the Site; and
- (l) no Event of Default has occurred.

ARTICLE 17

TRANSFER, SALE & ASSIGNMENT

17.1 Definitions. For the purpose of this Article 17:

- (a) a Person is an “**associate**” of another Person if:
 - (i) one is a corporation of which the other is an officer or director;
 - (ii) one is a corporation that is controlled by the other or by a group of Persons of which the other is a member;
 - (iii) one is a partnership of which the other is a partner;
 - (iv) one is a trust of which the other is a trustee or a beneficiary or an associate of either;
 - (v) one is a relative, including a spouse, of the other or a relative of the other spouse, if the relative has the same home as the other;
 - (vi) both are corporations controlled by the same Person;
 - (vii) both are members of a voting trust that relates to voting shares of the Service Provider; or
 - (viii) both, in the reasonable opinion of the Corporation, are parties to an agreement or arrangement the purpose of which is to require them to act in concert with respect to their interests, direct or indirect, in the Service Provider, or they are otherwise acting in concert with respect to those interests;
- (b) “**control**” means control in any manner that results in control in fact, whether directly through the ownership of securities or indirectly through a trust, an agreement or arrangement, the ownership of any body corporate or otherwise, and, without limiting the generality of the foregoing:
 - (i) a body corporate is controlled by a Person if:
 - (A) securities of the body corporate to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person, and the

votes attached to those securities are sufficient, if exercised, to elect the majority of the directors of the body corporate; or

(B) the body corporate is a publicly traded company and securities of the body corporate to which are attached more than ten per cent (10%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person unless that Person gives notice to and satisfies the Corporation that the Person does not in fact control the body corporate; or

(ii) a partnership or unincorporated organization is controlled by a Person with an ownership interest therein representing more than ten per cent (10%) of the assets of the partnership or organization or such ownership interest is held, by or for the benefit of that Person;

(c) “**corporation**” includes a body corporate, partnership and unincorporated organization; and

(d) “**ownership interest**” means an interest in a corporation under all circumstances or under some circumstances that have occurred and are continuing, and includes a security currently convertible into such an interest and currently exercisable options and rights to acquire such an interest or such a convertible security.

17.2 Assignment. No transfer, sale, assignment or other disposition of this Agreement, or the rights hereunder, whether contingent, absolute or otherwise by the Service Provider is valid without first obtaining the consent of the Gaming Policy & Enforcement Branch, and thereafter, obtaining the prior written consent of the Corporation. Any consent of the Corporation may be subject to conditions Prescribed by the Corporation, and any such transfer, sale, assignment or other disposition will only be effective upon compliance with such conditions. Any transfer, sale or assignment or other disposition of this Agreement or of the rights hereunder whether contingent, absolute or otherwise by the Service Provider without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation. Notwithstanding the foregoing, the Service Provider may not transfer or assign any of its rights or obligations under this Agreement to anyone who is not registered as a gaming services provider under the *Gaming Control Act*.

17.3 Ownership Constraint.

(a) No Person will hold, beneficially own or control, either directly or indirectly, ownership interests in the Service Provider which, in the aggregate, are five per cent (5%) or more of the total ownership interests in the Service Provider (referred to in this Article 17 as a “**Significant Interest**”), unless the Person first obtains the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation; and

(b) a Person who holds, beneficially owns or controls, either directly or indirectly, a Significant Interest will not:

- (i) dispose, in any manner whatsoever, of any portion of such Significant Interest; or
- (ii) acquire, in any manner whatsoever, a greater Significant Interest,

if such disposition or acquisition would result in a change of control of the Service Provider, unless the Person has first obtained the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation, to such disposition or acquisition.

Any consent of the Corporation under this Article 17.3 may be subject to conditions Prescribed by the Corporation, and no Person will hold, beneficially own or control, either directly or indirectly, a Significant Interest except in compliance with such conditions and any such disposition or acquisition will only be effective upon compliance with such conditions.

For the purposes hereof, each Person who is a member of a group of Persons all of whom are associates of each other will each be deemed to beneficially own all ownership interests of the Service Provider which are collectively held, beneficially owned or controlled, either directly or indirectly, by the members of such group.

For the purposes of this Article 17, the requirements of this Article 17.3 are, together, the **"Ownership Constraint"**.

17.4 Amend Corporate/Governing Documents. If the Service Provider is a corporation, the Service Provider will as soon as practicable and in any event within 180 days of the Effective Date amend its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document so as to adopt the Ownership Constraint (defined in Article 17.3), as well as such ancillary provisions required to enable the Service Provider to enforce the Ownership Constraint, to provide for the following:

- (a) the Service Provider will not issue or register the transfer of any ownership interest in the Service Provider if to the knowledge of the Service Provider such issue or transfer will contravene the Ownership Constraint;
- (b) the Service Provider will, upon acquiring knowledge of any contravention of the Ownership Constraint by a holder of an ownership interest:
 - (i) promptly notify the Corporation;
 - (ii) suspend all voting and participation rights attached to such ownership interest in the Service Provider (to the extent permitted by Applicable Law); and
 - (iii) not distribute any funds that may be payable or become payable to the ownership interest until such contravention is remedied; and
- (c) if any holder of an ownership interest is in contravention of the Ownership Constraint, the Service Provider will immediately provide written demand to such

holder to remedy the contravention, and if such holder fails to remedy the same within thirty (30) days following receipt of written demand therefor from the Service Provider, the Service Provider will forthwith take all reasonable steps available at law to cause such holder to sell or purchase equitable interests in the Service Provider as required in order to remedy such contravention,

and the Service Provider will comply with the foregoing requirements of Articles 17.4(a) to 17.4(c) whether or not the Service Provider has amended its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document.

- 17.5 Observe and Comply. Following the amendments referred to in Article 17.4 to the articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing or constating document of the Service Provider becoming effective, the Service Provider will duly observe and comply with all such provisions and provide the Corporation upon request with any information it may reasonably request in order to monitor such compliance.
- 17.6 Holders of Significant Interest. The Service Provider represents and warrants that every Person holding a Significant Interest is fully and accurately set out in Schedule B (Service Provider Ownership Information). The Corporation acknowledges and agrees that the Significant Interests as set out in Schedule B (Service Provider Ownership Information) have been consented to by the Corporation. The Service Provider will not permit any Person to beneficially own or control, directly or indirectly, acquire or dispose of a Significant Interest without the prior consent of the Corporation as required by this Article 17.
- 17.7 Secured Interests. The Service Provider may, subject to first obtaining the written consent of the Corporation, grant a security interest in the Service Provider's interest in this Agreement to a bank under the *Bank Act (Canada)* or other lender approved in writing by the Corporation (hereinafter called the "**Secured Party**") and on such terms and conditions approved in writing by the Corporation provided that such approval will in no manner whatsoever:
 - (a) prevent the Corporation from exercising its rights and remedies under this Agreement as against the Service Provider in the event the Service Provider is in default of this Agreement; or
 - (b) authorize or permit the Secured Party to provide the Services to the Corporation in the place of the Service Provider other than with the express written consent of the Corporation and on such terms and conditions as may be Prescribed by the Corporation.
- 17.8 Security Interest. As collateral and security for the performance of its obligations under this Agreement and such other obligations as Prescribed by the Corporation, the Service Provider grants to the Corporation a security interest in the Revenue, the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies, and any proceeds thereof, and

agrees that the Corporation may register financing statement(s) or other registrable instrument(s) in any applicable personal property registry or other registry to perfect the security interest granted in favour of the Corporation, and the Service Provider will cooperate with the Corporation and execute all instruments and documents required by the Corporation in furtherance of the foregoing. To the extent permitted by Applicable Law, the Service Provider irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under applicable personal property security statutes by or on behalf of the Corporation in respect of this Agreement or any other security agreement.

- 17.9 Security and Priority Agreements. At the Corporation's request, the Service Provider will execute and deliver such security as the Corporation deems necessary or desirable, in form and substance satisfactory to the Corporation in its discretion, to secure the Corporation's interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies. At the request of the Corporation, the Service Provider will use commercially reasonable efforts to cause any other party having an interest in the asset or other property of the Service Provider to execute and deliver agreements granting priority in favour of the Corporation's security interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, its Confidential Information, the BCLC IP and the Gaming Supplies. The Corporation may make obtaining such agreements a condition of providing a consent under this Article 17.
- 17.10 Assignment of Interest. If the Corporation has consented to the grant of a security interest over the Service Provider's interest in this Agreement pursuant to Article 17.7 then, in the event the Service Provider is in default of the security interest of the Secured Party, the Corporation will, upon the legal request of the Secured Party, permit the assignment of the Service Provider's interest in this Agreement, subject to first obtaining the written approval of the Corporation, to a Person approved by the Corporation and on such terms and conditions approved by the Corporation. Any such assignment will require the assignee service provider to enter into an amendment to this Agreement, which would, in the Corporation's discretion, bring the terms of this Agreement current with the requirements of the Corporation for issuance of service agreements to new service providers. No assignment of the Service Provider's interest in this Agreement will prevent the Corporation from otherwise exercising its rights and remedies under this Agreement.
- 17.11 Notice and Costs of Request for Consent. The Service Provider will provide at least thirty (30) business days' notice, or such longer period for notice as may be set out in the BCLC Standards, to the Corporation of any proposed change that would require the Corporation's consent under this Article 17, such notice to be accompanied by the material and information set out in the BCLC Standards. If the Service Provider provides less than thirty (30) business days' notice (including the provision of the accompanying material and a proposed replacement for Schedule B (Service Provider Ownership Information)), or such longer period for notice as may be set out in the BCLC Standards, for any request for consent pursuant to this Article 17, the Service Provider will pay the Corporation's reasonable internal administrative and personnel costs and all reasonable

third party costs in connection with considering any such request. The Corporation will invoice the Service Provider for any amounts owing under this Article 17.11 and the Service Provider will promptly pay such amount to the Corporation. If the Service Provider provides less than fifteen (15) business days' notice of any request for consent or if, after making a request for consent, the Service Provider requests a consent within a shortened period of time, the Corporation will not be required to consider the request and, at its discretion, may not consent to the request on the basis that inadequate time was provided for the Corporation to consider the request. The Corporation will not be liable to the Service Provider for any loss arising from any failure or refusal of the Corporation to provide or consider any particular consent requested under this Article 17.

- 17.12 Changes of Directors and Officers. The Service Provider will give notice to the Corporation of any changes in its board of directors or officers within five (5) days of such change.
- 17.13 Updated Schedule B (Service Provider Ownership Information). The Service Provider will, with the Corporation's consent, update Schedule B (Service Provider Ownership Information) as required to be true and complete. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with a certificate confirming that Schedule B (Service Provider Ownership Information), as may be updated pursuant to this Article 17.13, is true and complete.

ARTICLE 18

SUBCONTRACTORS

- 18.1 Prior Written Consent. The Service Provider will not subcontract any Services relating to cash operations, live table dealers, security or surveillance without the prior written consent of the Corporation. Any subcontracting of such Services without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation.
- 18.2 Responsibility for Subcontractors. The Service Provider is responsible to the Corporation for the performance of all subcontractors and will require the subcontractors to perform their services in accordance with the terms and conditions of this Agreement. The Service Provider is fully responsible to the Corporation for acts and omissions of subcontractors and their Personnel and of any other Persons directly or indirectly engaged by them.

ARTICLE 19

MATERIAL CONTRACTS

- 19.1 Definition of Material Contracts. For the purposes of this Article 19, "**Material Contracts**" includes the following:
- (a) leases of the Site, or any portion thereof, and any modifications, extensions or renewals thereof;
 - (b) financing, borrowing and related security contracts and instruments;

- (c) contracts and instruments for the acquisition, sale or lease of security or surveillance systems, information technology systems, including the SP Systems, or equipment or any portion thereof, that has been or is intended to be installed and operated in or about the Facility;
- (d) any trust, shareholders or partnership agreement or options to acquire any interest in the Service Provider; and
- (e) any other contracts Prescribed by the Corporation as being material to its conduct, management and operation of Gaming at the Facility,

whether or not such Material Contracts are those of the Service Provider or of any Person in which the Service Provider directly or indirectly holds an interest.

19.2 Notice of Material Contracts. The Service Provider will provide the Corporation with notice of all Material Contracts, including the effective date of the contract, the legal names of the contracting parties and subject matter of the contract, as follows:

- (a) in the case of Material Contracts executed prior to the Effective Date, within ten (10) business days of the Effective Date;
- (b) in the case of Material Contracts to be executed after the Effective Date, at least ten (10) days prior to the execution thereof; and
- (c) in any case, within ten (10) days of receiving a written request from the Corporation.

19.3 Provision of Material Contracts. The Service Provider will provide the Corporation with true copies of any Material Contracts within ten (10) days of receiving a written request from the Corporation. At any time, the Corporation may contact any landlord, lender, holder of Significant Interest, or Secured Party of the Service Provider or any of its affiliates and request records and information relating to that party's relationship or Material Contracts with the Service Provider.

ARTICLE 20

DEFAULT

20.1 Default Notice. In the event of a Compliance Breach or Material Breach, the Corporation may give a Default Notice to the Service Provider. The Default Notice will stipulate the nature of the Compliance Breach or Material Breach, steps required to cure the Compliance Breach or Material Breach and the date on which the Compliance Breach or Material Breach must be cured, provided that if a date is not stipulated in the Default Notice by which the Compliance Breach or Material Breach must be cured the deemed date will be 30 days following the date of the Default Notice.

20.2 Cure by Service Provider. The Service Provider will cure all Compliance Breaches and Material Breaches by the date or deemed date in the Default Notice. If the Compliance Breach or Material Breach cannot be cured within the date stipulated in the Default Notice, the Service Provider may cure the Compliance Breach or Material Breach within such

longer period of time as may be agreed by the Corporation to cure the Compliance Breach or Material Breach with exercise of commercially reasonable efforts provided that:

- (a) the continued Compliance Breach or Material Breach is not, in the reasonable opinion of the Corporation, prejudicial to the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia; and
- (b) the Service Provider is, in the reasonable opinion of the Corporation, exercising commercially reasonable efforts to cure the Compliance Breach or Material Breach and continues to exercise such efforts until the Compliance Breach or Material Breach has been cured by the Service Provider.

20.3 Corporation's Right to Cure. Without limiting any other rights or remedies of the Corporation, in the event of a Compliance Breach or Material Breach, the Corporation may, at its discretion, cure the Compliance Breach or Material Breach at the Service Provider's expense and invoice the Service Provider for such expense.

20.4 Withholding for Event of Default. Without limiting any other rights or remedies of the Corporation, upon the occurrence of an Event of Default, with five (5) business days' notice the Corporation may, without limiting the Service Provider's obligations and liabilities under this Agreement, withhold ten per cent (10%) of the Weekly Commissions payable to the Service Provider under this Agreement. The Corporation will release such withholding at such time as the Event of Default is cured or such earlier time that the Corporation determines that the withholding is no longer required.

20.5 Services to Continue. The Service Provider may not, under any circumstances (including a Payment Dispute or non-payment of disputed amounts), cease to provide the Services, except as expressly provided for in this Agreement, including while a dispute (including any ADR Dispute) is being resolved, regardless of whether remedies are enforced, provided that such obligation to continue to perform the Services is without prejudice to the right to dispute the relevant matter in accordance with the provisions of this Agreement.

20.6 Equitable Remedies. Each party acknowledges and agrees that:

- (a) a breach or threatened breach by either party of any of its obligations under this Agreement, and in particular Article 12 (Protection, Use & Disclosure of Data & Information), Article 13 (Intellectual Property) and Schedule C (Privacy Protection Schedule) would give rise to irreparable harm to the other party for which monetary damages may not be an adequate remedy;
- (b) if a breach or a threatened breach by such party of any such obligations occurs, or if either party feels it is necessary to obtain any emergency or provisional remedy to protect its rights, the other party will, in addition to other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to:

- (i) post a bond or other security, or
- (ii) prove actual damages or that monetary damages will not afford an adequate remedy;
- (c) it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Article 20; and
- (d) this Article 20.6 will apply notwithstanding that a dispute is subject to the ADR Procedure in accordance with Article 21 (Alternative Dispute Resolution for ADR Disputes).

ARTICLE 21

ALTERNATIVE DISPUTE RESOLUTION FOR ADR DISPUTES

- 21.1 ADR Dispute. Any ADR Dispute may at either party's option be resolved in accordance with this Article 21 (the "**ADR Procedure**"). An ADR Dispute will follow all steps set out in this Article 21, unless indicated otherwise for an ADR Dispute in Appendix A of the BCLC Services Manual or otherwise Prescribed by the Corporation. Notwithstanding the foregoing, all other disputes relating to this Agreement, including disputes that are partly an ADR Dispute and partly a dispute that is not an ADR Dispute, are not subject to the ADR Procedure.
- 21.2 ADR Dispute Notice. When an ADR Dispute occurs either party may give notice of the ADR Dispute ("**ADR Dispute Notice**") to the other party to the ADR Dispute setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought, and the parties to the ADR Dispute will use all reasonable efforts to resolve the ADR Dispute in accordance with the ADR Procedure.
- 21.3 Step One - Facility Level. For ADR Disputes, the parties will each designate an individual in a senior capacity at the Facility level, or that individual's designate, to act as a representative under this ADR Procedure (the "**Party Representative**"). Any such ADR Dispute will be referred to the Party Representatives for resolution.
- 21.4 Step Two - Senior Management. If the Party Representatives fail to resolve the ADR Dispute within five (5) business days after delivery of the ADR Dispute Notice, or for ADR Disputes relating to MIR Events or Payment Disputes, the ADR Dispute will be referred for resolution to the individual responsible for the Facility at the Corporation at the Director level, and the Chief Financial Officer for the Service Provider ("**Senior Management**") or to such other officers or managers as any party may by notice to the other party specify for such purpose.
- 21.5 Step Three - CEO. If Senior Management fails to resolve the ADR Dispute within seven (7) business days after the ADR Dispute has been referred to them, the Service Provider's President or equivalent senior officer will attend the head offices of the Corporation to discuss the ADR Dispute with the Corporation's CEO or designate.

21.6 Step Four - Non-Binding Referee.

- (a) If the Service Provider's President and the Corporation's CEO or designate fail to resolve the ADR Dispute within ten (10) business days after the ADR Dispute has been referred to them, either party may in writing initiate the appointment of a referee (the "**Referee**") who will render a non-binding decision with respect to the ADR Dispute. The Referee will be selected as follows:
 - (i) either party may within ten (10) business days after the written initiation of the appointment of a referee submit to the other party in writing the names of three (3) acceptable candidates for Referee who are immediately available to perform the role of Referee in either Metro Vancouver or Kamloops, British Columbia; and
 - (ii) if the parties have not agreed upon a Referee within five (5) business days after a submission of names by a party as provided above, then either party may request that the Referee be selected pursuant to the Rules of the British Columbia International Commercial Arbitration Centre, for that purpose only.

A candidate will be disqualified to act as a Referee if such candidate refuses to execute a confidentiality agreement.

- (b) The Referee's fees, disbursements and other costs will be shared equally by the parties. Within five (5) business days after the selection of the Referee, the parties will each submit to the Referee and the other party a copy of the ADR Dispute Notice, a complete list of the issues in ADR Dispute, the remedies sought, and a list of documents and any other information they believe relevant to the ADR Dispute. The Referee may in the course of the examination:
 - (i) require the other party to supply or prepare for examination by the Referee and the other party, any document or other information the Referee considers necessary;
 - (ii) examine the Facility or Services giving rise to the ADR Dispute;
 - (iii) convene meetings of the parties to discuss the issues in dispute in the presence of the Referee; and
 - (iv) take evidence from such witnesses and experts, as the Referee may deem appropriate.

The Referee will provide a written report setting out the Referee's decision.

- (c) If neither party disputes the Referee's decision, the Referee's decision will be binding on the parties. If either party disputes the Referee's decision, the disputing party will give notice to the other party within ten (10) business days after receipt of the Referee's report setting out fully the reasons for disagreeing with the Referee ("**Referee Dispute Notice**"). After delivery of a Referee Dispute Notice, the ADR

Dispute may be determined in a court of competent jurisdiction and the parties are entitled to seek any other legal remedies available to them pursuant to Applicable Law and this Agreement. The parties agree that the Referee's report, findings of the Referee and any without prejudice settlement offers made by either party are intended to be subject to settlement privilege and not intended to be admissible in any court proceeding relating to resolution of the dispute by the court.

- 21.7 No Relief of Obligations. Pursuit of the resolution of an ADR Dispute under any part of this Article 21 does not relieve the Service Provider of its responsibility to ensure continued and timely performance of the Services. Pending resolution of the ADR Dispute the Service Provider will comply with all requirements Prescribed by the Corporation in relation to the continued and timely performance of the Services.

ARTICLE 22

INCREASED MONITORING

- 22.1 Increased Monitoring. If:

- (a) an Event of Default occurs; or
- (b) the Service Provider's reports and other documentation submitted include reporting errors on more than three (3) occasions in any rolling twelve (12) consecutive month period,

without prejudice to any other right or remedy available to the Corporation, the Corporation may increase its monitoring and examinations of the performance by the Service Provider under this Agreement and carry out any increased monitoring or examinations which it reasonably requires for a period of up to 180 days. The Service Provider will reimburse the Corporation for all reasonable costs and expenses incurred by the Corporation in carrying out such additional increased monitoring or examinations and in particular, will reimburse the Corporation \$500 per day per Corporation employee or independent contract personnel (increased each year after the second Operating Year for cost of living at the Corporation's discretion) and for all third party costs and expenses utilized in such increased monitoring or examinations, within ten (10) business days after the Corporation delivers an invoice to the Service Provider for such amounts.

ARTICLE 23

STEP-IN RIGHTS

- 23.1 Step-In. If:

- (a) an Event of Default occurs and the Services are suspended pursuant to Article 24 (Suspension); or
- (b) an Event of Default occurs and the Corporation gives notice to the Service Provider of the steps and actions it considers appropriate to mitigate, rectify and protect against the consequences of such Event of Default and to ensure performance of the Services to meet the requirements of this Agreement (or as close as possible

to those requirements as the circumstances permit) and the Service Provider either:

- (i) does not confirm, within five (5) business days of such notice, or such shorter period as is appropriate in the case of an emergency, that it is willing to take such steps and actions as are required in the notice or does not within such five (5) business days present an alternative plan that the Corporation may, within a further five (5) business days, accept or reject, acting reasonably; or
- (ii) fails to take the steps referred to or required in such notice or accepted alternate plan within such time as set out in such notice or accepted alternate plan or within such time as the Corporation, acting reasonably, will stipulate,

then the Corporation may take such steps as it considers necessary or expedient to mitigate, rectify or protect against the Event of Default either by itself or by engaging any third party service provider to take any such steps, which may include the Corporation or any third party service provider performing any of the Services (including suspended Services).

- 23.2 Alternative Service Provider Authorization and Release. If the Corporation or any third party service provider performs any of the Services (including suspended Services), the Service Provider hereby authorizes and directs the Corporation and all third party service providers to provide such Services (including suspended Services), in accordance with the Service Provider's obligations under this Agreement, on its behalf and as its agent, and hereby confirms and ratifies the acts (save and except unlawful acts) of the Corporation and the third party service provider to the extent those acts are in accordance with the Service Provider's obligations under this Agreement. The Service Provider hereby releases and forever discharges the Corporation and any third party service provider who performs any of the Services (including suspended Services) from any Claim whatsoever for any act performed in accordance with this Article 23 or for any alleged neglect or default in the course of any act performed pursuant to this Article 23.
- 23.3 No Release of Responsibilities. The exercise by the Corporation of any of its rights under this Article 23 will not reduce or affect in any way the Service Provider's responsibilities under this Agreement.
- 23.4 Costs. The Service Provider will pay the Corporation the amount of all direct costs and expenses reasonably incurred by the Corporation in exercising its rights under this Article 23 and an additional mark-up of 20% of such costs and expenses in respect of indirect costs and overhead not otherwise directly attributable to the exercise of such rights.
- 23.5 Access. If the Corporation exercises its rights under this Article 23, the Service Provider will immediately provide all passwords, encryption, licence and other keys, administrative access and rights and other similar required information related to any systems, networks, devices, software or services, and all access to the Facility and the Site, including all

physical keys and security codes required for access, reasonably required for the Corporation to fully and completely exercise all of its rights under this Article 23.

ARTICLE 24 **SUSPENSION**

- 24.1 Event of Suspension. Upon an Event of Default, the Corporation may suspend the Services in whole or in part and such suspension will continue for such period of time that such Event of Default remains unremedied or the Corporation is of the reasonable opinion that the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia is prejudiced or at risk of prejudice. The Corporation may suspend the Services with or without notice, provided that if the Corporation suspends the Services without notice the Corporation will promptly advise the Service Provider of any such suspension.
- 24.2 Suspension Resulting in Termination. Any suspension under this Article 24 that continues for a period of eighteen (18) months is deemed to be a termination under Article 25 (Term & Termination).

ARTICLE 25 **TERM & TERMINATION**

- 25.1 Term. The Term is set out in Schedule A (Business Terms).
- 25.2 Extension. At its discretion, upon twelve (12) months' notice to the Service Provider the Corporation will have the option to extend the Term for up to five (5) additional years, on the same terms and conditions provided that:
- (a) the extension will not include the further right of extension under this Article 25.2; and
 - (b) the Service Provider will not be entitled to FIC unless the Corporation and the Service Provider agree to an extension of the MIR, the MIR Allocation and the Strategic Plan applicable to the extension.
- 25.3 Termination by the Corporation. The Corporation may terminate this Agreement with notice upon the occurrence of any of the following events:
- (a) in the event any Applicable Law renders the performance of this Agreement wholly or partially illegal and as a result thereof, after the application of Article 29.7, the Corporation is reasonably likely to be materially deprived of the benefit of this Agreement;
 - (b) an Event of Default; or
 - (c) a suspension under Article 24 (Suspension) that continues for a period of eighteen (18) months.

- 25.4 Termination Rights upon Force Majeure. The Corporation may terminate this Agreement as provided in Article 26.2.
- 25.5 Extension of Services at Site after Term. Without limiting the Corporation's option under Article 25.2, on or before the commencement of the sixteenth (16th) Operating Year, the Corporation, may, at its discretion, determine that it is desirable for the Service Provider to continue to provide the Services at the Facility beyond the expiry of the Term. In that event, the Corporation will consult with the Service Provider about entering into a new services agreement. Subject to Article 25.2, if the parties fail to reach agreement by the commencement of the seventeenth (17th) Operating Year, the Services will not be extended at the Facility beyond the Term.
- 25.6 Removal of Property. Upon expiry or earlier termination of this Agreement, the Corporation is at liberty to enter into the Facility and the common areas of the Site as required by the Corporation for purposes of removing the Gaming Supplies owned or supplied by the Corporation, should the Corporation choose to do so.
- 25.7 Return of Materials and Property. Within ten (10) business days following the expiry or earlier termination of this Agreement, the Service Provider will:
- (a) return to the Corporation all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the Corporation's Confidential Information;
 - (b) permanently erase all of the Corporation's Confidential Information, including the Corporation Data from its computer systems; and
 - (c) upon the Corporation's request, certify in writing that it has complied with the requirements of this Article 25.7.
- 25.8 Cooperation and Assistance. The Service Provider will provide reasonable cooperation and assistance to the Corporation, in the event of the Corporation's transition to an alternative service provider.
- 25.9 MIR Non-Compliance. Upon termination of this Agreement, if the Service Provider has failed to make its MIR Investments in the amounts, within the time frames, and as otherwise required by the Strategic Plan, the Service Provider is liable for and will pay the Corporation liquidated damages (the "**Estimated Damages**") calculated as the MIR Investments that the Service Provider was required to make in accordance with the Strategic Plan, but did not make, multiplied by 1.5. Within ten (10) days of such demand, the Service Provider will pay to the Corporation the Estimated Damages. The parties intend that the Estimated Damages constitute liquidated damages and not a penalty. The parties acknowledge and agree that the Corporation's harm or actual damages caused by the Service Provider's failure to make the MIR Investments would be impossible or very difficult to quantify accurately, and that the Estimated Damages are a reasonable estimate of the anticipated or actual harm or actual damages that arose from such a failure. The Service Provider's payment of the Estimated Damages is the Service Provider's sole liability and entire obligation and the Corporation's exclusive remedy for

such a failure, but will not limit any other liability resulting from a termination of the Agreement.

- 25.10 Effect of Expiry or Termination. Expiry or earlier termination of this Agreement does not relieve either party from any of its obligations outstanding under this Agreement up to the date of expiry or earlier termination or limit the remedies allowed by law or equity to which a party may be entitled in relation to such obligations or in relation to the expiry or earlier termination of this Agreement.

ARTICLE 26

FORCE MAJEURE

- 26.1 Force Majeure. If either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or obligation required under this Agreement, by a Force Majeure, the party will, subject to Article 26.2, be relieved from the fulfilment of such term, covenant or obligation during the period of such interruption, and the period for like performance of any such term, covenant or obligation will be extended for a period equivalent to the period of such delay.
- 26.2 Termination Rights upon Force Majeure. If a Force Majeure prevents a party from performing all or substantially all of its obligations, covenants and agreements under this Agreement for more than one hundred and eighty (180) days, the Corporation will have the option of terminating this Agreement on thirty (30) days' notice to the Service Provider.

ARTICLE 27

TEMPORARY ABEYANCE

- 27.1 Event of Abeyance. Upon the request of the Service Provider and as the result of an event that has occurred or will occur that materially adversely affects the Service Provider, the Facility, or the Services, the Corporation may at its discretion temporarily hold the Service Provider's obligations and any other rights granted to the Service Provider pursuant to this Agreement in abeyance (but without extension of the Term), and such abeyance will continue for such period of time as the Corporation determines is reasonably necessary as a result of the adverse event. At any time, the Corporation may provide thirty (30) days' notice of the termination of the abeyance, in which case all obligations and rights granted under this Agreement will resume and the Service Provider will provide the Services in accordance with this Agreement.

ARTICLE 28

INDEMNITY & LIMITATION OF LIABILITY

- 28.1 Service Provider's Indemnity. The Service Provider will indemnify and save harmless the Corporation and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly:
- (a) any act or omission of the Service Provider or its Personnel or its subcontractors or their Personnel in relation to this Agreement, including:

- (i) illegal acts or omissions, including illegal transactions; and
- (ii) fraud, negligence, and/or wilful misconduct;
- (b) any non-compliance by the Service Provider or its Personnel or its subcontractors or their Personnel with, or breach of, the provisions, covenants, representations and warranties contained in this Agreement, the Game Conditions, the BCLC Standards or Applicable Law;
- (c) any loss of or physical damage to property or assets, including Gaming Supplies, of the Corporation or its directors, officers, employees, representatives, consultants and agents, including at the Facility or the Site;
- (d) any Claims of any third party, including for loss of or physical damage to property or assets or injury (including death), including at the Facility or the Site;
- (e) the Service Provider's Marketing Programs and Promotional Programs, including any Contests;
- (f) any lost, stolen and otherwise unaccounted for monies or Chips, based on their face value;
- (g) any counterfeit monies or Chips accepted by the Service Provider, based on their face value;
- (h) any improper or unauthorized use or disclosure of Corporation Data or an Information Security Incident;
- (i) any violation of any Intellectual Property Right of any third party or the Corporation;
- (j) any obligations of the Service Provider relating to any labour or employment arrangements and the relevant Applicable Law;
- (k) any Winnings paid to Players who were ineligible to win such amounts because they (i) were barred or self-excluded, (ii) did not comply with the Game Conditions, or (iii) for any other reason pursuant to Applicable Law or the BCLC Standards were not permitted to enter or be present in the Facility or participate in Games at the Facility; and
- (l) any payments made by the Corporation on behalf of the Service Provider for which reimbursement is required under this Agreement or by Applicable Law,

except to the extent caused, or contributed to, by any negligent act or omission, or any wilful misconduct by the Corporation.

- 28.2 Corporation's Indemnity. Subject to Article 28.3, the Corporation will indemnify and save harmless the Service Provider and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly any wilful misconduct of the Corporation or any Person engaged or employed by the Corporation in the performance of the Corporation's

obligations under this Agreement, except to the extent the Service Provider is liable to indemnify the Corporation under Article 28.1.

- 28.3 Limitation of Liability. The Service Provider acknowledges and agrees that the Corporation will not be liable to the Service Provider, whether in contract or in tort or on any other basis whatsoever, for:
- (a) loss or injury resulting from the installation, operation or removal of the Gaming Supplies or failure, malfunctions or interruptions in use or cessation of operation thereof nor reasonable defacement of the Facility caused by the installation, repair or removal of the Gaming Supplies; or
 - (b) any indirect or consequential losses or damages, including loss of revenue, loss of profits, loss of use, loss of contract, loss of goodwill, loss of business or loss of business opportunity or any exemplary, punitive or special damages.

ARTICLE 29

GENERAL TERMS

- 29.1 No Fettering of Discretion. Nothing in this Agreement will fetter or otherwise interfere with or limit the rights, powers and authority of the Corporation to enact, amend, administer and enforce any laws, regulations or rules, and unless otherwise expressly provided for in this Agreement the Service Provider is not entitled to claim or receive any compensation or other relief whatsoever as a result of the Corporation enacting, amending, administering or enforcing any laws, regulations or rules.
- 29.2 Set Off. If, under this Agreement or any document delivered under this Agreement, the Service Provider becomes required to pay any sum of money to the Corporation, then such sum may, at the election of the Corporation, and without limiting or waiving any right or remedy of the Corporation under this Agreement, be set off against and will apply to any amounts owed by the Corporation to the Service Provider including the Commission, until such sum has been completely set off.
- 29.3 General Duty to Mitigate. In all cases where the Corporation may be liable to pay the Service Provider any amount, including for any costs, damages or compensation, or may be required to grant any extension of time for performance of the Service Provider's obligations, the Service Provider will use all reasonable efforts to mitigate such amount required to be paid by the Corporation and the length of the extension of time. Upon request from the Corporation, the Service Provider will promptly submit a detailed description, supported by all such documentation as the Corporation may reasonably require, of the measures and steps taken by the Service Provider to mitigate and meet its obligations under this Article 29.3.
- 29.4 Survival. The provisions of Article 1 (Interpretation); Articles 2.6, 3.2(a) and 6.3; Article 7 (Security & Surveillance); Article 9 (Financial Accounts & Records); Article 10 (Examinations); Article 12 (Protection, Use & Disclosure of Data & Information); Article 13 (Intellectual Property); Article 18.2; Article 21 (Alternative Dispute Resolution for ADR Disputes); Articles 25.5, 25.6, 25.7, 25.8, 25.9 and 25.10; Article 26 (Force Majeure); Article 28 (Indemnity & Limitation of Liability); Article 29 (General Terms); Schedule B

(Service Provider Ownership Information); Schedule C (Privacy Protection Schedule) and Schedule D (Definitions) and, without limiting the foregoing, all representations and warranties and indemnities in this Agreement that are indicated to survive after the expiry or earlier termination of this Agreement and all rights accrued prior to expiry or earlier termination of this Agreement will survive the expiry or earlier termination of this Agreement.

- 29.5 Notice. All notices hereunder will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Article):

If to the Corporation: British Columbia Lottery Corporation
74 West Seymour Street
Kamloops, BC V2C 1E2

Attention: Legal Services

E-mail: legalservices@bclc.com

If to the Service Provider: Gateway Casinos & Entertainment Limited
4331 Dominion Street
Burnaby, BC V5G 1C7

Attention: Chief Legal Officer

E-mail: legal@gatewaycasinos.com

Notices sent in accordance with this Article are deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt), (b) when received, if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient, or (d) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 29.6 Time of the Essence. Time is of the essence in this Agreement.

- 29.7 Severability. If any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision is ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

- 29.8 Waiver. A waiver by a party hereto of any right, benefit or default under this Agreement on any particular occasion will not be deemed or construed to be a waiver of any such right, benefit or default thereafter or a waiver of any other right, benefit or default, as the case may be. A waiver of any right, benefit or default under this Agreement on any particular occasion will not be effective against the Corporation unless the waiver is in writing and executed by an authorized signatory of the Corporation.

- 29.9 Entire Agreement. This Agreement and the instruments and documents to be executed pursuant to it constitutes the entire agreement between the Service Provider and the Corporation with respect to all matters contained herein, and supersedes all other communications, representations, agreements and understandings, oral or written, between the parties hereto or their respective representatives with respect to the matters herein. All prior services agreements between the Corporation and the Service Provider with respect to services at the Facility, including any Previous Agreement, are hereby terminated.
- 29.10 Amendments. This Agreement may only be amended by an agreement of the parties in writing.
- 29.11 Governing Law. This Agreement is made under and is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 29.12 Attornment. For the purposes of any legal actions or proceedings brought by either party against the other party in accordance with this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.
- 29.13 Further Actions. The parties hereto will execute and deliver all such further documents, do or cause to be done all such further acts and give all such further assurances as may be necessary to give full effect to the intent of this Agreement.
- 29.14 Remedies. The remedies to which any party hereto may resort are cumulative and not exclusive of any other remedies allowed by law or equity to which such party may be entitled, and such party would be entitled to pursue any of its remedies concurrently, consecutively and alternatively.
- 29.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which will together constitute one and the same instrument.

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 1st day of APRIL, 2018.

Witness:



Signature

JERRY WILLIAMSON

Print Name

14 W. SEYMOUR ST. KAMLOOPS, B.C.

Address V2C 1E2

**BRITISH COLUMBIA LOTTERY
CORPORATION**

by its authorized signatories:

Per:

Name: JIM D. LIGHTBODY

Per:

Name:

Witness:

**GATEWAY CASINOS & ENTERTAINMENT
LIMITED**

by its authorized signatories:

Signature

Per:

Name:

Print Name

Per:

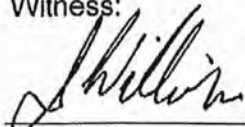
Name:

Address

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Witness:



Signature

JERRY WILLIAMSON

Print Name

74 W. SEYMOUR ST. KAMLOOPS, B.C.

Address V2C 1E2

BRITISH COLUMBIA LOTTERY
CORPORATION

by its authorized signatories:

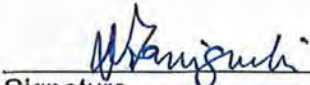
Per:

Name: JIM D. LIGHTBODY

Per:

Name:

Witness:



Signature

Donna Taniguchi

Print Name

4331 Dominion St. Burnaby BC

Address

V5G 1C7

GATEWAY CASINOS & ENTERTAINMENT
LIMITED

by its authorized signatories:

Per:

Name: Anthony Santo

Per:

Name:

CONFIDENTIAL**Schedule A**
Business Terms**A1. Facility Location and Name**

A1.1 The Facility at which the Service Provider will provide the Services is named:

GRAND VILLA CASINO

and is located at the following Site:

4331 Dominion Street, Burnaby, BC V5G 1C7

A2. Term

A2.1 The term of the Agreement is twenty (20) years, commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2038 subject to suspension or early termination as provided in the Agreement, unless extended under Article 25.2 of this Agreement or terminated in accordance with the provisions of this Agreement (the "**Term**")

A3. Gaming Supplies

A3.1 The Corporation authorizes the Service Provider to provide the Services for the following Games:

- (i) electronic gaming devices, which include slot machines and electronic table games;
- (ii) table games, which include standard traditional table games and electronically assisted table games;
- (iii) bingo games, which include paper bingo games, bingo paper side games and electronic pull tabs (BETS); and
- (iv) those other classes and subclasses of Games as may be Prescribed by the Corporation.

A3.2 The provision of Gaming Supplies by the Corporation is not intended to create any separate supply of a good or service.

A4. Remuneration

A4.1 The Corporation will pay the Service Provider for the Services as follows:

- (i) For electronic gaming devices:
 - (A) 25% of the Net Win from slot machines; and

- (B) 25% of the Net Win from electronic table games;
 - (ii) For table games:
 - (A) 42.5% of the Net Win from electronically assisted table games;
 - (B) 42.5% of the Net Win from Category A standard table games except for the following table games when offered as a Category A table game:
 - (i) 62.5% of the Net Win from low limit blackjack as defined in BCLC Standards;
 - (ii) 77.5% of the Net Win from craps; and
 - (iii) 77.5% of the Net Win from community poker as defined in BCLC Standards.
 - (C) 40.0% of the Net Win from Category B standard table games except for the following table games when offered as a Category B table game:
 - (i) 75% of the Net Win from craps.
 - (iii) a portion of the Net Win from bingo games, calculated as follows:
 - (A) 90% of weekly Net Win from bingo games on the first \$10,000.00 of weekly Net Win from bingo games;
 - (B) 45% on weekly Net Win from bingo games in excess of \$10,000.00 of weekly Net Win from bingo games;
 - (C) 60% of weekly Net Win from bingo paper side games; and
 - (D) 25% of weekly Net Win from electronic pull tabs (BETS)
 - (iv) 5% of the Net Win (the "**FIC**"), which is contingent on the Service Provider participating in the MIR Program and making the MIR Investments on the timeframes and manner set out in the Strategic Plan and otherwise in accordance with the MIR Program; and
 - (v) for all other classes or subclasses of Games, the percentage of Net Win for that class or subclass of Game as may be Prescribed by the Corporation
- (items (i) through (v) above, being together the "**Commission**").

A5. Loyalty Programs

- A5.1 The initial terms of the Loyalty Programs will provide, *inter alia*, that, the Service Provider and the Corporation will, share the cost of Free Play on the following terms:
- (i) The Service Provider will not be charged for:

- (A) Service Provider-awarded Free Play Redeemed up to a maximum of 2% of the Net Win from all slot machines and electronic table games;
 - (B) Service Provider-awarded Free Play Redeemed up to a maximum of 0.3% of the Net Win from all table games; or
 - (C) Service Provider-awarded Free Play Redeemed up to a maximum of the percentage Prescribed by the Corporation of the Net Win from all other classes or subclasses of Games.
- (ii) If the Service Provider-awarded Free Play Redeemed during the applicable period is in excess of the applicable amount in Article A5.1(i)(A), (B) or (C), the Service Provider will pay the Corporation 47% of the amount by which the Service Provider-awarded Free Play Redeemed exceeds the applicable amount in Article A5.1(i)(A), (B) or (C).
- A5.2 The Service Provider and the Corporation will share F&B Redeemed on the following terms:
- (i) The Corporation will compensate the Service Provider for 50% of F&B Redeemed, based on a calculation of 85% of the retail menu price, up to a maximum amount Prescribed by the Corporation per facility per Operating Year.
 - (ii) If the Service Provider does not directly provide food and beverage service, the Service Provider will contract for the F&B Redeemed and will bear all costs in addition to the compensation by the Corporation under Article A5.2.
- A5.3 The Corporation may amend the terms of the Loyalty Programs, including the levels of contribution by both the Service Provider and the Corporation, at its discretion, provided that the Corporation will give not less than sixty (60) days' notice to the Service Provider, and will provide an opportunity for the Service Provider to provide comments on such amendments within thirty (30) days after the notice. The Corporation will, acting reasonably, take the Service Provider's comments into consideration having regard to a cost-sharing that is a reflection of the benefits to each party that may be obtained from the amendment to the Loyalty Program. The Service Provider will provide all food, beverage, goods and services required by the Loyalty Programs directly, or will enter into contracts acceptable to the Corporation for such food, beverage, goods and services and will bear all costs related thereto except to the extent provided for in the Loyalty Programs.
- A6. MIR Program**
- A6.1 The Corporation will, in accordance with the BCLC Standards, administer the MIR Program. The Service Provider will comply with the MIR Program. The parties acknowledge and agree that the FIC is not an advance or reimbursement for any particular MIR Investment made by the Service Provider.
- A6.2 The MIR is [\$_____] for the Term, with the MIR Allocation to be in accordance with the Strategic Plan.

- A6.3 In the event the Facility is a new facility, or the Facility has been relocated, within 30 days after the end of the second full Operating Year of this Agreement, the Corporation will calculate the MIR in accordance with the BCLC Standards and as otherwise Prescribed by the Corporation.
- A6.4 In the event that a Service Provider seeks the Corporation's consent pursuant to Article 17.2 for a transfer, sale, assignment or other disposition of this Agreement, then the Corporation shall be entitled to recalculate and redistribute the resulting MIR in accordance with the BCLC Standards.
- A6.5 Over the Term, the Service Provider will make the specific MIR Investments on the timeframes and otherwise in the manner set out in the Strategic Plan.
- A6.6 Under no circumstances will the Corporation reimburse the Service Provider in respect of any particular MIR Investment and the Corporation will not be responsible for payment of any particular MIR Investment.
- A6.7 If a MIR Event occurs, the parties proceed with the ADR Procedure for the MIR Event and the parties fail to resolve the MIR Event by the step set out in Article 21.5 (Step Three - CEO), the Corporation may at its discretion suspend payment of the FIC until the Service Provider makes all such MIR Investments it had committed to make by such date in its Strategic Plan. The Service Provider acknowledges that the benefits of the MIR Investments to the Corporation depend on the timing of the MIR Investments. If the Corporation suspends payment of the FIC under this Article A6.7, the Service Provider has no right to receive such suspended FIC after making the MIR Investments it had committed to make.
- A6.8 Without duplicating the foregoing, the Service Provider acknowledges that the FIC replaces the facilities development commission and accelerated facilities development commission (the "**FDC/AFDC**") that was included in the Corporation's policies or the operating services agreement between the parties that was in effect up to and including the effective date (the "**Previous Agreement**"). The Service Provider expressly acknowledges and agrees that in consideration of the mutual covenants and agreements contained in this Agreement, including the FIC, the Commission and the Term of this Agreement, the Service Provider hereby agrees that the Corporation no longer has any obligation to the Service Provider with respect to any FDC/AFDC balances that had accrued under the Previous Agreement, and releases and discharges the Corporation and its affiliates, subsidiaries, licensees, directors, officers, employees, representatives, agents, insurers, assigns and successors, from all Claims of or from the Service Provider or any other Person, directly or indirectly arising out of or in connection with the Previous Agreement and the FDC/AFDC. If there was no Previous Agreement between the Parties, this Article 6.8 does not apply.

A7. Automated Teller Machines

- A7.1 Subject to compliance with Applicable Law, the Service Provider has the exclusive right to install and operate cash dispensing machines known as of the Effective Date as "automated teller machines" in the Facility.

A8. Transition Provisions

- A8.1 The provisions of Attachment A-2 (Transitions Provisions) will apply for purposes of transition from the Previous Agreement to this Agreement.

**Attachment A-1
Strategic Plan**

Attachment A-2
Interim Transition Provisions

Notwithstanding their execution of this Agreement, the Corporation and the Service Provider acknowledge and agree to amend and restate this Agreement, including, for greater certainty, these Interim Transition Provisions, as of the Effective Date to reflect and incorporate the following:

- (a) The Transition Provisions as required by Article A8;
- (b) The calculation of the MIR as required by Article A6;
- (c) The Business Plan as required by Article 4, including a MIR Allocation;
- (d) The definition of "Operating Year";
- (e) Schedule B (Service Provider Ownership Information); and
- (f) The corporate structure of the Service Provider as of the Effective Date.

which shall be completed at a later date but in any event shall be completed prior to the Effective Date.

CONFIDENTIAL**Schedule B**
Service Provider Ownership Information**Holders of Significant Interest**

The Service Provider hereby represents and warrants that:

- (i) the following Persons, and no others, directly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;³

Name of Holder of Interest

Percentage and Class of Ownership Interests

- (ii) the following Persons, and no others, indirectly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;⁴

Name of Holder of Interest

Percentage and Class of Ownership Interests and Description of Indirect Interest

[]

[] %]

- (iii) all subsidiaries and affiliates of the Service Provider are listed below:

Subsidiaries:

³ To be updated to represent the Service Provider's ownership structure.

⁴ To be updated to represent the Service Provider's ownership structure.

Affiliates:

Schedule C

Privacy Protection Schedule

The parties acknowledge and agree that this Schedule is the Corporation's standard form privacy protection schedule, and that for purposes of interpreting this Schedule "Public Body" and "BCLC" mean the Corporation and "Contractor" means the Service Provider.

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
 the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and BCLC's Information Systems Security requirements

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act;
 - (b) BCLC's Information Systems Security requirements in respect of the personal information as may be provided to the Contractor from time-to-time; and
 - (c) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

Schedule D
Definitions

- (a) **"ADR Dispute"** means a dispute that is a dispute relating solely to:
 - (i) an ADR Event;
 - (ii) a MIR Event;
 - (iii) a Payment Dispute; or
 - (iv) at the Corporation's option, a Material Breach;
- (b) **"ADR Event"** means any of:
 - (i) the failure of the Service Provider to cure a Compliance Breach set out in the Default Notice by the date stipulated in the Default Notice or by such longer period of time agreed to by the Corporation under Article 20.2;
 - (ii) the Service Provider commits the same or a substantially similar Compliance Breach more than three (3) times in any rolling six (6) month period, even if any such Compliance Breach has been cured; or
 - (iii) if the Corporation does not accept an Annual Business Plan within one hundred and eighty (180) days of receipt thereof or if Corporation and the Service Provider are unable to agree to revisions to an Annual Business Plan pursuant to Articles 4.4 or 4.5 as applicable;
- (c) **"ADR Procedure"** means the alternative dispute resolution procedure set out in Article 21 (Alternative Dispute Resolution for ADR Disputes) to this Agreement;
- (d) **"Agreement"** means this Operational Services Agreement, including all schedules;
- (e) **"Annual Business Plan"** means the annual business plan, including operating budget, business plan and marketing plan for the Facility, accepted by the Corporation pursuant to Article 4.4;
- (f) **"Applicable Law"** means any domestic or foreign law, treaty, statute, subordinate legislation, regulation, rule, bylaw, standard, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or juridical, arbitral, administrative, ministerial or departmental judgment, order, award, decree, directive or other requirement or guideline issued by any governmental, regulatory, legislative or executive authority, professional or standard-setting body or other crown agency, judicial, quasi-judicial, administrative body, which applies to or is otherwise intended to govern or regulate either of the parties, the Facility, Gaming, the Site, or the Services, whether or not having the force

of law, and including the *Criminal Code*, the *Gaming Control Act*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and all regulations, directives and rules made thereunder, and all guidance and requirements of the Gaming Policy and Enforcement Branch or any successor thereto;

- (g) **"BCLC IP"** means all Intellectual Property Rights which (i) the Corporation owned or licensed prior to this Agreement, (ii) which are acquired, conceived, created, developed or first reduced to practice by or on behalf of the Corporation outside the scope of this Agreement during the Term or (iii) which are acquired, conceived, created, developed, or first reduced to practice by or on behalf of the Service Provider (or its Personnel or subcontractors or their Personnel) in the course of providing the Services under this Agreement, and expressly includes the Computer System, any Corporation Data, BCLC Standards, Games, Lottery Schemes, Licensed IP (from anyone other than Service Provider), Approved Corporation Trademarks and the Loyalty Programs and the Corporation's Promotional Programs and Marketing Programs;
- (h) **"BCLC Services Manual"** means the document Prescribed as such by the Corporation;
- (i) **"BCLC Standards"** means any standards, policies, procedures, guides, guidelines and manuals relating to the Services or governing the operation of the Facility and Games, as included in the BCLC Services Manual and Prescribed as such by the Corporation;
- (j) **"CASL"** means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)*;
- (k) **"Category A"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (l) **"Category B"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (m) **"Chips"** mean chips, markers, electronic gaming device (EGD) gaming tickets, plaques, tokens and other tender or rights that are convertible into cash, as Prescribed by the Corporation;
- (n) **"Chip Liability"** means at any time, an amount in cash equal to the face value of Chips provided by the Service Provider in exchange for cash or cash equivalent;
- (o) **"Claims"** means claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments,

prosecutions, information or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, charges, injuries (including death), damages or losses, contingent or otherwise, including loss of revenue, loss of value, loss of use, loss of profit, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all actual costs incurred in examining or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(p) **"Compliance Breach"** means:

- (i) failure to comply with the BCLC Standards identified in Appendix A of the BCLC Services Manual; or
- (ii) failure to comply with any Game Condition;

(q) **"Computer System"** means all the software, services, devices, equipment, network resources, data or materials owned or controlled by the Corporation and used in the operation, maintenance, monitoring or protection of its business, including:

- (i) the central computer system of the Corporation;
- (ii) the GMS;
- (iii) the casino reporting system;
- (iv) any computer system used by the Corporation to record Game transactions, including bingo cards, bingo tickets or electronic bingo slips issued or validated by a computer terminal;
- (v) computers controlled and maintained by the Corporation to which Games in the Facility are connected for the purpose of providing certain instruction and recording data related to the operation of such Games; and
- (vi) any other computer system utilized by the Corporation;

(r) **"Confidential Information"** means all non-public confidential information disclosed or made available by the Disclosing Party in oral, visual, written, electronic or other tangible or intangible form, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", to the Recipient in connection with the provision of the Services and this Agreement, together with notes, analyses, summaries, reports and other materials prepared by the Recipient that contain, are based on or otherwise reflect, to any degree, any of the foregoing, provided that Confidential Information does not include information that is:

- (i) independently created by a Recipient without use or reliance on the Disclosing Party's Confidential Information;
- (ii) in the public domain;
- (iii) known to the Recipient at the time of disclosure; or
- (iv) rightfully obtained by the Recipient on a non-confidential basis from a third party,

and the Corporation's Confidential Information is deemed to include the Corporation Data.

- (s) **"Contest"** means a contest, lottery, game of chance or skill, or mixed chance and skill, or the disposition of any product or other benefit by any mode of chance, skill or mixed chance and skill, that is not a Lottery Scheme;
- (t) **"Corporation Data"** means any information, data, or materials (in any format and including metadata) generated, captured, organized, transmitted or recorded in connection with (i) the operation of the Facility, BCLC IP, Gaming Supplies, the Computer System or any Game (wherever and howsoever such data is transmitted or located), and (ii) the Loyalty Programs, including any such information, data or materials generated, captured, organized, transmitted or recorded by the SP Systems; and without limiting the generality of the foregoing, "Corporation Data" includes (A) Player Information, (B) information, data or materials related to the surveillance, monitoring or controlling of access to and operation of the Facility and the Games in the Facility, and (C) information, data or materials created, acquired, developed or generated by or on behalf of the Service Provider in the course of providing the Services, but excludes human resources files maintained in respect of Personnel and SP Surveillance Data;
- (u) **"Default Notice"** means a notice provided by the Corporation of a Compliance Breach and/or Material Breach;
- (v) **"Disclosing Party"** means the Corporation or the Service Provider, as applicable, that discloses or makes available Confidential Information;
- (w) **"Effective Date"** means the date of this Agreement;
- (x) **"Event of Default"** means the occurrence of any of the following events:
 - (i) if:
 - (A) the Service Provider fails to cure a Material Breach set out in the Default Notice by the date stipulated in the Default Notice or by such longer period of time agreed to by the Corporation under Article 20.2;

- (B) a longer period of time is agreed to by the Corporation under Article 20.2 and the Service Provider fails to make commercially reasonable efforts to cure the Material Breach within such longer period of time; or
 - (C) the Service Provider commits the same Material Breach three (3) or more times in a six (6) month period;
- (ii) if the Service Provider refers an ADR Dispute to the ADR Procedure in Article 21 (Alternative Dispute Resolution for ADR Disputes), and the matter has not been referred to a Referee, and/or a Referee Dispute Notice has been sent, and/or no resolution has been obtained within three (3) months;
- (iii) any direct or indirect transfer, sale, assignment or other disposition of this Agreement or any disposition or acquisition of any Significant Interest, grant of a security interest or subcontracting contrary to the provisions of Article 17 (Transfer, Sale & Assignment) or Article 18 (Subcontractors), as applicable;
- (iv) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider;
- (v) during an examination by the Corporation, information arises about the Service Provider, its Personnel, or its subcontractors or their Personnel, that in the reasonable opinion of the Corporation, would prejudice the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
- (vi) any of the Service Provider, its Personnel, its subcontractors or their Personnel is charged with an offence which, in the reasonable opinion of the Corporation, prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
- (vii) the Service Provider is unable to provide, ceases to provide, or breaches the terms of the licences in Articles 5.1, 5.2 or 5.3 other than by reason of a Force Majeure;
- (viii) the Service Provider or any officer or director of the Service Provider has made a material misrepresentation on any documentation submitted to the Corporation by or on behalf of the Service Provider;
- (ix) any of the assets of the Service Provider are seized or distrained, or if the Service Provider (A) becomes insolvent or bankrupt, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a

- general assignment for the benefit of its creditors, (E) applies for, or consents to, or is subject to a court order for, or if any encumbrance holder or lender takes any steps in court or otherwise for, the appointment of a monitor, liquidator, custodian, trustee or receiver for a substantial part of its property or business, or (F) is dissolved or liquidated, or takes any corporate action for such purpose;
- (x) the Service Provider is no longer registered as a gaming services provider under the *Gaming Control Act*; or
 - (xi) the wilful default of the Service Provider to give notice to the Corporation of any event as required by Article 4.6;
- (y) **"Facility"** means the portion or portions of the Site Prescribed by the Corporation:
- (i) in which Gaming may occur; or
 - (ii) which are required for purposes of security, surveillance, monitoring or controlling of access to Gaming or otherwise required for the Corporation to conduct, manage and operate Lottery Schemes;
- (z) **"FIC"** has the meaning given in Schedule A (Business Terms);
- (aa) **"FIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (bb) **"Fiscal Year"** means a fiscal year of the Corporation, which starts on April 1 and ends on March 31;
- (cc) **"Force Majeure"** means riots, insurrections, interventions by a governmental authority, acts of God or other cause or causes beyond the party's reasonable control, but not including any event that is the result of breach of this Agreement or breach of law, economic hardship or lack of financing, equipment failure, unavailability of personnel, labour or subcontractors or labour disputes, strikes or lock-outs of the Service Provider's Personnel or the Personnel of its subcontractors;
- (dd) **"Free Play"** means rights provided to a Player or other customer without charge, but which cannot be redeemed by Players for cash or paid out from their accounts, under the Loyalty Programs, Marketing Programs (excluding Promotional Programs) or Contests, and which rights may be redeemed for participation in Games or for food and beverage products at the Facility or for other products Prescribed by the Corporation;
- (ee) **"F&B Redeemed"** means the face value, expressed in currency, of Free Play redeemed by Players for food and beverage products at the Facility;

- (ff) **"Free Play Redeemed"** means the face value, expressed in currency, of Free Play redeemed by Players for participation in Games at the Facility;
- (gg) **"Game Conditions"** means the instructions, criteria, conditions, information, prize entitlement, descriptions, explanations, guides, standards, policies, rules of play, procedures or qualifications of a Game or related promotional scheme, Prescribed by the Corporation, which govern a Player's participation and the Player's entitlement to claim a prize in a Game or promotional scheme;
- (hh) **"Games" or "Gaming"** means any Lottery Schemes conducted, managed and operated by the Corporation in the Facility pursuant to this Agreement, including the Loyalty Program, slot machine games, table games, electronic table games and such other class of Games as may be conducted, managed and operated by the Corporation;
- (ii) **"Gaming Accounts"** means the bank account or accounts of the Corporation Prescribed by the Corporation for purposes of this Agreement, each such account to be in the name of and for the sole benefit of the Corporation;
- (jj) **"Gaming Bankroll"** means the cash float owned by and supplied by the Service Provider for the purposes of making change, redeeming Chips and paying Winnings;
- (kk) **"Gaming Supplies"** means gaming supplies as defined in the *Gaming Control Act*;
- (ll) **"GMS"** means such gaming management software and infrastructure system as may be specified in the BCLC Standards;
- (mm) **"Ineligible Jackpots"** means, for a specified period, any amounts won by, but not paid to, Players, by reason that the Players were ineligible to win such amounts because they were barred or self-excluded, did not comply with the Game Conditions, or for any other reason pursuant to Applicable Law or the BCLC Standards;
- (nn) **"Information Security Incident"** means the unauthorized or unlawful loss, destruction, access, use, disclosure, or modification of any Corporation Data, SP Surveillance Data, or other data or information relating to Gaming at the Facility, in each case, to the extent within the possession or control of the Service Provider, its Personnel or its subcontractors or their Personnel, or residing on the SP Systems;
- (oo) **"Intellectual Property Rights"** means all Canadian and worldwide rights now and arising in the future to all (i) patents, inventions (whether patentable or unpatentable, whether or not reduced to practice, and/or whether developed alone or jointly with others), (ii) trademarks, trade dress, designs, and all related goodwill, (iii) copyrights and other similar rights of authorship, including moral rights, (iv) integrated circuit designs and other similar rights, (v) software, algorithms, routines, programs, code (and notes), system architecture, logic

flow, data and databases, (vi) trade secrets, (vii) all copies, tangible embodiments, modifications, enhancements, derivative works of any of the foregoing, (viii) all rights to sue and collect remedies for any infringement of any of the foregoing, and (ix) applications, disclosures, reissuances, renewals, continuations, continuations-in-part, divisions, or revisions to any of the foregoing;

- (pp) **"Leased Games"** means leased or licensed proprietary Games supplied by the Corporation to the Facility;
- (qq) **"Licensed IP"** means any Intellectual Property Rights licensed by the Corporation used in connection with the operation of the Facility;
- (rr) **"Lottery Scheme"** has the meaning ascribed in section 207(4) of the *Criminal Code*;
- (ss) **"Loyalty Programs"** means the promotional loyalty programs, which may be Promotional Programs, conducted, managed and operated by the Corporation, a portion of which programs are initially set out in Article A5 of Schedule A (Business Terms) and which may be amended as Prescribed by the Corporation;
- (tt) **"Marketing Programs"** means marketing programs advertising one or more facilities operated by the Service Provider, and do not include Promotional Programs;
- (uu) **"Material Breach"** means the occurrence of any of the following events:
 - (i) if the Service Provider:
 - (A) fails to comply with any BCLC Standards (other than a Compliance Breach);
 - (B) fails to comply with Applicable Law;
 - (C) fails to comply with any provision of this Agreement;
 - (D) fails to comply with any provision of any Material Contract or if any of the Service Provider's affiliates fails to comply with any provision of any Material Contract; or
 - (E) fails to comply with Article 7 (Security & Surveillance), Article 10 (Examinations) or Article 12 (Protection, Use & Disclosure of Data & Information);
 - (ii) any officer or director of the Service Provider, is charged with an offence which prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;

- (iii) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider's Personnel, the Service Provider's subcontractors or their Personnel;
- (iv) the failure to maintain the Gaming Bankroll as required by Article 8.4;
- (v) a material adverse change in the financial condition of the Service Provider or in the business operations of the Service Provider, which in the Corporation's opinion affects the ongoing viability of this Agreement or any Services; or
- (vi) the Service Provider discontinues business operations or fails to provide the Services by reason other than a Force Majeure or a temporary abeyance in accordance with Article 27;
- (vv) **"MIR"** is the minimum investment requirement for purposes of the MIR Program, in the amount determined in accordance with Schedule A (Business Terms);
- (ww) **"MIR Allocation"** means the allocation of MIR Investments throughout the Term as set out in the Strategic Plan;
- (xx) **"MIR Event"** means the first time the Service Provider fails to make MIR Investments in accordance with the Strategic Plan, or the then-effective Annual Business Plan for one year or more; provided that if this occurs in the eighteenth (18th), nineteenth (19th) or twentieth (20th) Operating Year, or if such event is the second time that one of the foregoing events has occurred, such event will also be deemed to be an Event of Default;
- (yy) **"MIR Investments"** means the additional eligible investments by the Service Provider in the Facility, Site and the Services pursuant to the MIR Program;
- (zz) **"MIR Program"** means a program specific to the Service Provider, and in accordance with this Agreement, the Strategic Plan, the BCLC Standards and as Prescribed by BCLC, for purposes of providing the Service Provider with an incentive to increase Revenue by making additional investments in the Facility, Site and the Services;
- (aaa) **"Net Win"** for a specified period, means the aggregate of all Revenue, less the aggregate of all Winnings, less any Free Play Redeemed, less all accrued Player contributions to progressive jackpot Games and less the Ineligible Jackpots, with all such amounts adjusted to be net of any applicable sales or value-added tax and of all other applicable taxes;
- (bbb) **"Operating Year"** means each period commencing on [•] and ending on the immediately following [•]; provided, however, that (i) the first Operating Year will be the period commencing on the Effective Date and ending on the immediately following [•] and (ii) if this Agreement expires or otherwise terminates on a date other than [•], the last Operating Year will be the period

commencing on the [●] that immediately precedes the date of such expiry or termination and ending on the date of such expiry or termination;

- (ccc) **"Payment Dispute"** means a dispute over a statement of account or invoice provided pursuant to Article 8 (Financial Matters & Obligations) or the calculation of any amount owing or payable by either party pursuant to this Agreement;
- (ddd) **"Person"** includes an individual, corporation, body corporate, firm, partnership, society or other incorporated body, limited liability company, governmental authority, association, union, syndicate, joint venture, trust, trustee, executor, administrator or other legal representative, as the context requires;
- (eee) **"Personal Information"** has the meaning given to the term "personal information" in FIPPA;
- (fff) **"Personnel"** means the individuals who are employees and independent contract personnel and who perform any of the Services;
- (ggg) **"Plans"** means the Annual Business Plan and the Strategic Plan;
- (hhh) **"Player"** means an individual who participates in Games or has enrolled in the Loyalty Program or any Promotional Program;
- (iii) **"Player Information"** means all Personal Information of the Players and other customers, including all information specifically and uniquely related to Players relating to or arising from their individual participation in Games and enrollment in the Loyalty Program or Promotional Programs;
- (jjj) **"Prescribe", "Prescribes" or "Prescribed"** means expressly specified, designated or approved in writing by the Corporation;
- (kkk) **"Promotional Program"** means incentive programs Prescribed by the Corporation that allow a Player to earn points or other incentive rewards (i) as a result of participating in any Game, (ii) that may be redeemed or otherwise utilized by a Player for the purpose of participating in any Game, or (iii) which points or incentive rewards are convertible or exchangeable pursuant to the terms of such incentive program;
- (lll) **"Recipient"** means the Corporation or the Service Provider, as applicable, that receives Confidential Information;
- (mmm) **"Revenue"** means, for a specified period, all monies, together with any Free Play Redeemed and the face value of all Chips collected or received from Players participating in Games by either the Corporation, or by the Service Provider on behalf of and as agent for the Corporation;
- (nnn) **"SP Surveillance Data"** means any information, data or materials (in any format) captured or recorded by monitoring, security or surveillance equipment

located at the Site (whether or not owned or controlled by the Corporation, the Service Provider or any other Person), but does not include Corporation Data or information, data or materials derived directly or indirectly from Corporation Data;

- (ooo) **"SP Systems"** means the information technology infrastructure used by or for the Service Provider, including the Service Provider's computers, software, databases, electronic systems (including database management systems) and networks;
- (ppp) **"Services"** means (i) administering and carrying on the day-to-day operations of the Facility and the Games in the Facility, (ii) all obligations, covenants and agreements of the Service Provider set out in or required by this Agreement, and (iii) all ancillary services, activities, functions, duties and responsibilities that are necessary or reasonably inherent in the performance of the foregoing operations, obligations, covenants and agreements or otherwise in connection with the proper, secure and efficient operation of Gaming in the Facility;
- (qqq) **"Site"** means the whole of the lands and buildings as described in Schedule A (Business Terms), including all ancillary facilities thereto;
- (rrr) **"Strategic Plan"** means the Service Provider's strategic business plan for the Facility for the Term, a copy of which is attached as Attachment A-1 Strategic Plan, including the MIR Allocation schedule, subject to revision only in accordance with Article 4.
- (sss) **"Term"** means the term of this Agreement as described in Schedule A (Business Terms); and
- (ttt) **"Winnings"** means, for a specified period, the amount of money payable to a Player as a consequence of a Player participating in Games and the performance by the Player of the acts necessary to entitle the Player to payment of such money for which Revenue was previously accrued, regardless of whether such amounts are Ineligible Jackpots.

Appendix E

2018 Parq Casino Operational Services Agreement

OPERATIONAL SERVICES AGREEMENT

PARQ VANCOUVER - VANCOUVER

BRITISH COLUMBIA LOTTERY CORPORATION

and

PARQ VANCOUVER ULC, as General Partner and on behalf of
Parq Vancouver Limited Partnership

Dated: MAY 17, 2018

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OPERATIONAL SERVICES AGREEMENT

THIS AGREEMENT MADE AS AT THE 17th DAY OF MAY, 2018.

BETWEEN:

BRITISH COLUMBIA LOTTERY CORPORATION

74 West Seymour Street
Kamloops, British Columbia
V2C 1E2

(the "Corporation")

AND:

PARQ VANCOUVER ULC as General Partner and on behalf of

Parq Vancouver Limited Partnership

39 Smithe Street
Vancouver, British Columbia
V6B 0R3

(the "Service Provider")

RECITALS:

A. WHEREAS the Corporation is responsible for the conduct, management and operation of Gaming on behalf of the government of British Columbia, and may, without limitation:

- (i) develop, undertake, organize, conduct, manage and operate provincial gaming on behalf of the government of British Columbia; and
- (ii) enter into agreements with registered gaming services providers for services required in the conduct, management or operation of provincial gaming, under the control of the Corporation;

B. AND WHEREAS the Corporation wishes to ensure that Gaming is for the benefit of the citizens of British Columbia while treating the Corporation's service providers in a fair manner that encourages growth and the long-term health of the industry;

C. AND WHEREAS the Corporation has requested and the Service Provider has agreed to provide certain services pertaining to the Corporation's conduct, management and operation of Gaming in the Facility, subject to the terms and conditions set out in this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Service Provider agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Certain Rules of Interpretation. In this Agreement:

- (a) Definitions - capitalized terms have the meanings set out in Schedule D (Definitions);
- (b) Currency - unless otherwise specified, references to money amounts are to lawful currency of Canada;
- (c) Headings - headings of Articles are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (d) Including - where the word "include", "includes", "including", "included" or other variation on "include" is used in this Agreement, such word is deemed to be followed by the words "without limitation";
- (e) Amend - where the word "amend" is used in this Agreement, such word is deemed to include change, vary, add to, delete from, supplement, supersede, replace and alter, and "amends", "amended", "amendment" or other variation on "amend" has a corresponding meaning;
- (f) Examine - where the word "examine" or the words "inspect", "investigate", "test", "audit" or similar word is used in this Agreement, such word is deemed to include "examine", "inspect", "investigate", "test", "audit" and similar words, and "examines", "examined", "examination" or other variation on "examine" has a corresponding meaning;
- (g) Discretion - a provision relating to the discretion, approval, consent, authorization, determination, option, satisfaction or opinion of the Corporation is in such party's sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless expressly required under the provisions of this Agreement;
- (h) No Strict Construction - the language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party;
- (i) Number and Gender - unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders;
- (j) Statutory References - a reference to a statute includes the regulations, directives and rules made pursuant to such statute and, unless otherwise

specified, the provisions of any statute or regulation which amends any such statute, regulation, directive or rule;

- (k) Articles and Schedules - unless the context otherwise requires, references to "Article" or "Schedule" mean the specified Article or Schedule of this Agreement;
- (l) Approvals for Sole Benefit of Corporation - the Corporation's rights of review, consent, discretion, acceptance, specification, designation, approval or confirmation with respect to any matter relating to the Services or this Agreement are for the benefit of the Corporation, and will not in any way relieve the Service Provider of its obligations under this Agreement, and may not be relied on by the Service Provider or any third party for any purpose without the express written agreement of the Corporation; and
- (m) Conduct, Management and Operation - the respective rights and obligations of the parties hereunder will be interpreted so as not to restrict and not to abrogate the Corporation's authority to conduct, manage and operate Lottery Schemes in the Province of British Columbia, and any provision of this Agreement that confers any right, entitlement or obligation on the Service Provider will be deemed to reserve for the Corporation any aspect of the discharge of that right, entitlement or obligation that constitutes in any respect the Corporation's authority to conduct and manage Lottery Schemes in accordance with the Applicable Law, it being the mutual intention of the parties that the rights, entitlements and obligations of the Service Provider under this Agreement will in no way restrict or abrogate the Corporation's authority to conduct, manage and operate the Facility and Gaming or result in the Service Provider conducting, managing and operating any aspect of the Facility or Games.

1.2 Schedules. Schedule A (Business Terms), Schedule B (Service Provider Ownership Information), Schedule C (Privacy Protection Schedule), Schedule D (Definitions) and the BCLC Standards and the terms set out therein are integral to and form part of this Agreement.

1.3 Priority of Documents. In the event of any conflict or inconsistency between the provisions of any of the following documents, then, unless the parties agree otherwise in writing, the following descending order of priority will apply to the extent of such conflict or inconsistency:

- (a) first, the terms and conditions of this Agreement; and
- (b) next, the BCLC Standards.

ARTICLE 2

SERVICES

2.1 Appointment as Service Provider. The Corporation hereby retains and appoints the Service Provider during the Term to provide the Services to the Corporation in the Corporation's conduct, management and operation of Games at the Facility subject to

and in accordance with the terms and conditions of this Agreement, the BCLC Standards and Applicable Law.

- 2.2 Corporation's Discretion. The Service Provider acknowledges and agrees that the Corporation, in its discretion, will decide which Games are made available at the Facility at any given time and the Service Provider will provide the Services for such Games.
- 2.3 Non-Exclusive. Nothing in this Agreement is intended to grant to the Service Provider any exclusivity rights as to subject matter, time or geographic location, and the Corporation is free to contract with, or grant any rights to, any other Person in any location that the Corporation deems appropriate in its discretion.
- 2.4 Continuous Services. The Service Provider will provide the Services at the Site continuously and without interruption throughout the Term, subject to the exercise of the Corporation's step-in rights in accordance with Article 23 (Step-In Rights), a suspension in accordance with Article 24 (Suspension), a Force Majeure in accordance with Article 26 (Force Majeure) or a temporary abeyance in accordance with Article 27 (Temporary Abeyance).
- 2.5 Independent Contractor. The Service Provider is an independent contractor engaged by the Corporation to perform the Services. Nothing in this Agreement is intended to create a partnership, joint venture, agency, employment or representation relationship between the Corporation and the Service Provider or Personnel or subcontractors or any other Person. The Service Provider will not, and will cause such Personnel, subcontractors and other Persons not to, represent itself or themselves as a partner, joint venturer, agent, employee or representative of the Corporation to any Person, except as Prescribed by the Corporation.
- 2.6 Assumption of Risk. Except to the extent expressly allocated to the Corporation under this Agreement, all risks, costs and expenses in relation to the performance by the Service Provider of its obligations under this Agreement are allocated to, and accepted by, the Service Provider as its entire and exclusive responsibility.

ARTICLE 3 COMPLIANCE & INTEGRITY OF GAMING

- 3.1 Conduct, Management and Operation. The Service Provider acknowledges that the Corporation is responsible for the conduct, management and operation of the Games at the Facility. The Service Provider will provide the Services under the control of the Corporation.
- 3.2 Compliance. The Service Provider will provide the Services in full compliance with this Agreement and:
 - (a) all Applicable Law;
 - (b) all BCLC Standards; and
 - (c) all Game Conditions.

3.3 BCLC Standards Updates.

- (a) The Corporation may in its discretion, amend the BCLC Standards, in whole or in part, as it deems necessary, for purposes of the conduct, management and operation of Gaming, the integrity and reputation of Gaming, the player experience, and compliance and consistency with Applicable Law.
- (b) The Service Provider will continue to perform the Services in accordance with the amended BCLC Standards.
- (c) The Corporation will post amendments to the BCLC Standards on an internet-accessible site or such other location Prescribed by the Corporation, and it is the Service Provider's responsibility to inform itself of and comply with such amendments. The Corporation will use reasonable efforts to provide advance notice of any amendments, except for amendments that are required for urgent or emergency situations.
- (d) The Service Provider is not entitled to any compensation for or contribution to costs arising from an amendment of the BCLC Standards except as provided in this Article 3.3.
- (e) In this Article 3.3, "**Contributable Standards Change**" means an amendment of the BCLC Standards identified in Appendix B of the BCLC Services Manual, but excluding any amendment that is Prescribed by the Corporation for purposes of compliance with Applicable Law.
- (f) The Service Provider may, within the period from 30 days to 90 days after the completion of a Fiscal Year, make a written application for compensation for all Contributable Standards Changes that were made in the completed Fiscal Year. The Service Provider is not entitled to any claim for Contributable Standards Changes made prior to the Effective Date. The Service Provider's application will include any information Prescribed by the Corporation, including the reason for the claim for contribution, the justification under this Agreement for the claim, an estimated value of the claim, and all steps taken or reasonably available to mitigate the impact of the Contributable Standards Change. The Corporation will accept such application in the following circumstances and subject to the following conditions:
 - (i) the Service Provider's application is complete;
 - (ii) the claim is limited to the net incremental increase in direct out-of-pocket or third party costs of implementing the Contributable Standards Change in such completed Fiscal Year, and for greater certainty no claim for such costs may be claimed for costs that may be incurred in subsequent Fiscal Years;
 - (iii) the claim for costs relating to Personnel will not include:
 - (A) any benefits or payroll burdens; or

- (B) costs of training required pursuant to Article 14 (Employment & Training);
- (iv) in no event will any compensation provided under this Article 3.3 exceed \$100,000 in aggregate per Fiscal Year, and no amounts may be carried over to subsequent Fiscal Years; and
- (v) the Service Provider may claim only once for a Contributable Standards Change, and without limiting the foregoing may not make a claim for any such Contributable Standards Change in more than one Fiscal Year.
- (g) The Corporation will consider applications made pursuant to this Article 3.3, and will make its decisions and payments within ninety (90) days of receipt.
- (h) In the event that the Corporation prescribes a Contributable Standards Change in the last quarter of the Fiscal Year, the Service Provider's claim may include any net incremental increase in direct out-of-pocket or third party costs associated with the said change and incurred during the Fiscal Year or within 120 days of the complete Fiscal Year ("Extended Period") and the Service Provider will have up to 60 days following the Extended Period to submit its application in accordance with this Article 3.3. Any claim made in the Extended Period will be included in the calculation of the Service Provider's aggregate claim total pursuant to Article 3.3(f)(iv) for the Fiscal Year in which the applicable Contributable Standards Change was made.
- (i) Nothing in this Article 3.3 limits the Service Provider's obligations to comply with all amendments of the BCLC Standards, which is absolute.

3.4 Requirements. Without limiting the generality of Articles 3.1, 3.2 and 3.3(a), the Service Provider represents, warrants, covenants and agrees with the Corporation as follows:

- (a) No Unapproved Gaming Activities. The Service Provider will not promote, display, operate or offer for sale any Lottery Scheme (including Games), or operate any Gaming Supplies, except as Prescribed by the Corporation.
- (b) Appropriate Conduct. The Service Provider will not engage in any conduct that in the discretion of the Corporation is contrary to the public interest, or is prejudicial to the integrity or reputation of Gaming, the Facility or the Corporation.
- (c) No Minors. The Service Provider will, using all reasonable efforts, not permit any individual who does not meet the minimum age requirements, as required by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility and participate in Games at the Facility.
- (d) No Ineligible Players. The Service Provider will, using all reasonable efforts, not permit any individual who has been barred or self-excluded, or is otherwise prohibited by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility or participate in Games at the Facility.

- (e) Responsible Gambling. The Service Provider will comply with the BCLC Standards relating to responsible gambling and any responsible gambling policies or programs Prescribed by the Corporation or required by Applicable Law.
- (f) Non-Participation. The Service Provider will not participate in, nor permit any Person providing the Services to participate in, Games at the Facility, except as Prescribed by the Corporation.
- (g) Interest in Other Lottery Schemes. The Service Provider will not provide or attempt or intend to provide, or hold any interest, directly or indirectly, in another Person that provides or attempts or intends to provide, to the Corporation any services of any kind whatsoever other than the Services, without the prior written approval of the Corporation.
- (h) Safety. The Service Provider will comply with the requirements of the *Workers Compensation Act* and Applicable Law relating to occupational health and safety at the Site, and will either be the "prime contractor" for the purposes of the *Workers Compensation Act* or will agree with another Person acceptable to WorkSafe BC to be the "prime contractor". The Corporation may at any time require the Service Provider to provide evidence of compliance with the requirements under the *Workers Compensation Act*, including as to payment of assessments due under it to the Workers' Compensation Board.

ARTICLE 4

BUSINESS PLANNING & REPORTING

- 4.1 Annual Business Plan. The Service Provider will comply with, and perform the Services in accordance with, the Annual Business Plan. At least ninety (90) days prior to the commencement of each Operating Year, the Service Provider will deliver to the Corporation a draft Annual Business Plan in respect of such Operating Year. The Annual Business Plan will be in the form and contain the information required by the BCLC Standards and as Prescribed by the Corporation.
- 4.2 Strategic Plan.
 - (a) The Service Provider will comply with, and perform the Services in accordance with, the Strategic Plan.
 - (b) If, as part of an Annual Business Plan, the Service Provider proposes an adjustment of MIR Investments and the MIR Allocation schedule set out in the Strategic Plan, the Service Provider will provide the Corporation with a revised draft Strategic Plan.
 - (c) In the event the Facility is a new facility, or the Facility has been relocated, the Service Provider will provide a draft Strategic Plan, or, if applicable, a revised draft Strategic Plan, within thirty (30) days after calculation by the Corporation of the MIR pursuant to Article A6.3 of Schedule A (Business Terms).

- 4.3 Review by the Corporation. The Corporation will review a draft Plan during the sixty (60) day period following receipt thereof. During this review period, the Service Provider and the Corporation will make appropriate representatives available to discuss such draft Plan.
- 4.4 Acceptance by the Corporation. The Corporation will, within ninety (90) days of receipt of a Plan by the Corporation, advise the Service Provider in writing, either:
- (a) that the Plan is accepted by the Corporation; or
 - (b) that the Plan is not accepted by the Corporation and set out the particulars of the Corporation's comments relating to the Plan.

The Corporation's comments may include a rejection of any or all of the subject matter of the Plan.

If the Plan is accepted, the Service Provider will comply with the Plan. If a Plan is not accepted, the Service Provider will, within fourteen (14) days of receipt of such advice, revise the Plan to address the Corporation's comments and re-submit the Plan to the Corporation. The Corporation will review the revised Plan within fourteen (14) days of receipt of such revised Plan, and either accept the Plan or, if not accepted, set out the particulars of the Corporation's comments relating to the Plan. The process will be repeated until the Plan is accepted. In the event that a Plan is not accepted by the Corporation, the Service Provider will (i) continue to perform the Services and make the MIR Investments in accordance with the then-applicable Plan, (ii) comply with the provisions of the Plan that the Corporation may indicate have been accepted and (iii) comply with any other requirements Prescribed by the Corporation.

- 4.5 Revisions to Plans. If the Service Provider or the Corporation determines, acting reasonably, at any time that the then-effective Plan may require amendment, the determining party will provide a written request to the other party, such request to include a detailed summary of the proposed revisions to the applicable Plan. During the sixty (60) day period following receipt of such request, the parties will meet and consult with each other in respect of the amendments to such Plan. If the parties agree to amend such Plan, the Service Provider will provide a draft revised Plan to the Corporation for review and in accordance with Articles 4.3 and 4.4.
- 4.6 Reporting. The Service Provider will:
- (a) furnish to the Corporation the reports set out in, and in accordance with, the BCLC Standards, or as otherwise Prescribed by the Corporation;
 - (b) promptly give notice to the Corporation upon the Service Provider becoming aware of any non-compliance of the Service Provider with the BCLC Standards, any Material Breach or any Event of Default;
 - (c) promptly give notice to the Corporation of any material breach or allegation of a material breach of any Applicable Law committed by a director, officer or Significant Interest holder of the Service Provider of which breach or allegation

the Service Provider has knowledge or would have had knowledge upon reasonable inquiry; and

- (d) promptly give notice to the Corporation of any Information Security Incident or any event or circumstance that has occurred or will occur that materially adversely affects the Site or the Service Provider.

- 4.7 Acknowledgement. The Corporation acknowledges that the reporting standards under this Agreement are different from those under any Previous Agreement. As such, if there was a Previous Agreement in effect between the parties, the Service Provider will have ninety (90) days from the Effective Date to comply with the BCLC Standards or any other reporting requirements, before such reporting requirement is considered a Compliance Breach. This provision applies to Compliance Breaches only, and does not apply to Material Breaches or Events of Default.

ARTICLE 5

FACILITY & SITE

- 5.1 Exclusive Licence of Facility. The Service Provider grants to the Corporation an exclusive licence to the Facility (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for:

- (a) the purposes of the Corporation's conduct, management and operation of the Games and Services and the Corporation's exercise of any rights and the Corporation's fulfilment of any obligations in this Agreement; and
- (b) all purposes ancillary thereto, including the Corporation's installation, operation, maintenance and removal of Gaming Supplies, and such other purposes as Prescribed by the Corporation.

Subject to the Corporation's overriding responsibility to conduct, manage and operate the Facility and Games and the terms and conditions of this Agreement, the Corporation provides the Service Provider with a sub-licence to the Facility as may be necessary to provide the Services and subject to such restrictions as may be Prescribed by the Corporation.

- 5.2 Non-exclusive Licence of Site. In addition to the licence to the Facility in Article 5.1, the Service Provider grants to the Corporation a non-exclusive licence to the other portions of the Site (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for purposes associated with or ancillary to the Corporation's purposes set out in Articles 5.1(a) and 5.1(b), including for use of all common areas of the Site and for unfettered access to and from the Facility, and for purposes of the exercise of its license in Article 5.1.

- 5.3 Exercise of Licence Rights. The Corporation may permit the licence rights granted in this Agreement to be exercised by itself and its directors, officers, employees, agents, contractors, subcontractors, invitees and sub-licensees.

- 5.4 Maintenance, Use and Repairs. The Service Provider will:

- (a) provide all furnishings, fixtures, equipment, electrical systems and data systems, within and for the provision of Services at the Facility, all in accordance with the BCLC Standards; and
- (b) maintain, operate and repair the Site, in good order, condition, appearance and repair and all furnishings, fixtures, equipment, electrical systems and data systems therein, in good condition and in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation and ensure that the Facility and the common areas of the Site meet the facility design, amenity, ambiance and signage requirements specified in the BCLC Standards.

5.5 Lease. If the Service Provider is not the legal or beneficial owner of the Site:

- (a) concurrently with the execution of this Agreement or otherwise at the request of the Corporation, the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause the owner of the Site to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the owner of the Site, in form and substance satisfactory to the Corporation, acting reasonably, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:
 - (i) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement;
 - (ii) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement; and
 - (iii) the postponement and subordination of any interest of such owner in any asset or other property of the Service Provider in favour of any interest of the Corporation in any asset or other property of the Service Provider.
- (b) the Service Provider will promptly give notice to the Corporation if and when the Service Provider becomes aware of a change in legal or beneficial ownership of the Site.

5.6 Change of Ownership. If the Service Provider is the legal or beneficial owner of the Site, the Service Provider will not, without the prior written consent of the Corporation, transfer, assign or otherwise dispose of legal or beneficial ownership of the Site.¹

5.7 Non-Disturbance Agreement. Concurrently with the execution of this Agreement or otherwise at the request of the Corporation, including as a condition of any consent under Article 17 (Transfer, Sale & Assignment), the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause any mortgagee of the lease of the Site (whether leasehold or freehold) to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the mortgagee, in form

¹ If the Service Provider owns the Site.

and substance satisfactory to the Corporation, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:

- (a) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement; and
- (b) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement,

upon and after the mortgagee taking any enforcement or realization proceedings under its mortgage of the Site (whether leasehold or freehold).

- 5.8 Restrictions on Use. The Service Provider will not, and will cause its affiliates to not, use, occupy or possess or suffer or permit the use, occupation or possession of:

- (a) the Site or any part thereof; or
- (b) any lands that are in reasonable proximity to the Site that are owned, leased or otherwise under the control of the Service Provider or its affiliates,

for any use, occupation or possession that in the discretion of the Corporation is incompatible with, or that could prejudice the integrity or the reputation of the Facility or Gaming.

- 5.9 Prohibited Communications. The Service Provider will not, directly or indirectly through any means including via an agent, and will ensure that its affiliates, directors, officers, partners, Personnel, consultants, agents, advisors, representatives or subcontractors do not, engage in or commence any discussions, plans, applications, approvals, permitting or licensing procedures with any municipality, host local government or prospective host local government regarding any new facility, relocation or substantial change, except as Prescribed by the Corporation.

- 5.10 Relocations and Substantial Changes. In accordance with the *Gaming Control Act*, the Service Provider may make an application to the Corporation for approval to relocate or make a substantial change to the Facility or the type or extent of Games at the Facility. In addition to any other requirements that the Corporation may Prescribe for such application, the Corporation may require that the Service Provider and its affiliates execute and deliver a project development agreement as set out in the BCLC Standards and in a form and in substance satisfactory to the Corporation, prior to the Corporation consenting to the Service Provider's application.

ARTICLE 6 GAMING SUPPLIES

- 6.1 Provision, Maintenance and Repair. The Corporation will provide, maintain and repair the Gaming Supplies necessary for its conduct, management and operation of Gaming at the Facility.

6.2 Installation, Relocation and Security of Gaming Supplies. The Service Provider will:

- (a) not permit any Gaming Supplies to be installed or used at the Facility, except as Prescribed by the Corporation;
- (b) locate the Gaming Supplies as and where Prescribed by the Corporation;
- (c) not relocate or interfere with the proper operation of any Gaming Supplies, unless Prescribed by the Corporation;
- (d) permit the Corporation and the Corporation's authorized representatives to examine the Gaming Supplies, at such times and in such manner as Prescribed by the Corporation;
- (e) assist the Corporation and the Corporation's authorized representatives in the examination of the Gaming Supplies, and in the conduct of any examination, including security examination, or enforcement activities, at such times and in such manner as Prescribed by the Corporation;
- (f) upon request by the Corporation, remove any Gaming Supplies;
- (g) provide for the physical security and logical security of the Gaming Supplies in accordance with the BCLC Standards and to safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss, damage or malfunction to or of the Gaming Supplies; and
- (h) keep the Gaming Supplies free and clear of all liens, security interests or other encumbrances.

6.3 No Rights to Gaming Supplies. The Service Provider acknowledges and agrees that Service Provider does not hold and will not acquire property rights or Intellectual Property Rights or other interests in or to Gaming Supplies, except as Prescribed by the Corporation.

6.4 Leased Games. The Corporation may, after consultation with the Service Provider, supply Leased Games to the Facility. The parties acknowledge and agree that the costs, if any, of leasing or licensing Leased Games supplied by the Corporation to the Facility will be borne by both the Corporation and the Service Provider. The Service Provider's proportion of such costs is the percentage that is equal to the Service Provider's percentage of Commission (excluding FIC) applicable to such Leased Games as set out in Article A4.1 of Schedule A (Business Terms).

6.5 Additional Optional Gaming Supplies. The Service Provider may apply to the Corporation for Gaming Supplies that are in addition to those Prescribed or provided by the Corporation. The Service Provider will provide the reasons for the application for the additional Gaming Supplies. The Corporation may consider the application, and at the Corporation's option may provide the additional Gaming Supplies on such terms as may be agreed to by the parties or, failing agreement, as Prescribed by the Corporation.

ARTICLE 7
SECURITY & SURVEILLANCE

7.1 Security and Surveillance. The Service Provider will:

- (a) provide and maintain sufficient digital and other monitoring, security and surveillance equipment and systems in and around the Site, all in accordance with the BCLC Standards;
- (b) provide, train and certify sufficient security and surveillance Personnel in accordance with the BCLC Standards;
- (c) provide for the physical and logical security of the Facility (and all individuals, equipment, software, devices and systems therein) in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, and safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss or damage to the Facility, any Gaming Supplies or property of a third party within the Facility or any injury to any individual within the Facility; and
- (d) maintain the security, currency, accuracy and integrity of Corporation Data and SP Surveillance Data and all equipment and systems on which such data and information is obtained, transmitted or stored.

7.2 Lease of Equipment. In the event that the Service Provider leases any monitoring, security or surveillance equipment and systems for use in the Facility, it must ensure that such lease agreement contains provisions that:

- (a) prohibit the lessor from accessing, using or disclosing any Corporation Data and SP Surveillance Data; and
- (b) grant the Corporation unfettered access to such information, and such right will continue after expiry or earlier termination of the lease agreement until all Corporation Data and SP Surveillance Data has been obtained by the Corporation and removed from such equipment and systems.

ARTICLE 8
FINANCIAL MATTERS & OBLIGATIONS

8.1 Revenue and Gaming Accounts. The Service Provider will:

- (a) collect, receive and hold the Revenue, the Net Win and the Chip Liability for and on behalf of and as agent for the Corporation;
- (b) deposit the Net Win into the Gaming Accounts at the times, the manner and the amount Prescribed by the Corporation;
- (c) not deposit into the Gaming Accounts any funds other than the Net Win, unless otherwise Prescribed by the Corporation;
- (d) not commingle the Net Win with the funds of the Service Provider;

- (e) adhere to cash management policies and procedures as set out in the BCLC Standards, or as otherwise Prescribed by the Corporation;
- (f) accept, on behalf of and as agent for the Corporation, bets on Games;
- (g) on behalf of and as agent for the Corporation, pay all Winnings and otherwise redeem for cash when tendered for redemption all Chips;
- (h) not install or operate any cash dispensing machines, except as provided in Schedule A (Business Terms), and will comply with the BCLC Standards in respect of any cash dispensing machines; and
- (i) for any cash dispensing services at the Site, not charge, or permit anyone to charge, service fees that exceed prevailing market rates.

8.2 Appointment as Trustee. The Service Provider acknowledges and agrees that the Corporation is the sole and absolute legal and beneficial owner of the Revenue, together with any additional monies received or collected by the Service Provider as a result of exchanging cash for Chips in the Facility, and that the Service Provider receives, holds and deals with those funds as trustee for the Corporation.

8.3 Gaming Accounts. The Gaming Accounts are for the Corporation's sole use and benefit, managed solely by the Corporation, and, without limiting the foregoing, the Corporation is not required to maintain any amounts in the Gaming Accounts or to use them or apply the funds in them solely for the Facility. The Corporation may remove any amounts, including the Net Win, from the Gaming Accounts at any time at its discretion.

8.4 Gaming Bankroll. The Service Provider will provide and maintain the Gaming Bankroll in such amount as is required for the purposes of making change, redeeming Chips and promptly paying Winnings.

8.5 Commission. In consideration of the Service Provider's provision of the Services, the Corporation will pay the Service Provider the remuneration set out in Schedule A (Business Terms). The Service Provider acknowledges and agrees that notwithstanding any references to the remuneration that is applicable to any particular Game or any other part of the Services, the remuneration calculated under this Agreement is for the whole of the Services.

8.6 Statement of Account. The Corporation will provide the Service Provider with a statement of account weekly or at such intervals as may be Prescribed by the Corporation, and the statement of account will include:

- (a) a calculation of the Revenue;
- (b) a calculation of the Net Win; and

- (c) a calculation of that portion of the Net Win that the Corporation will pay the Service Provider in respect of payment for the Services for the previous week or Prescribed interval, as applicable, which is determined as follows:
- (i) the total amount of the Commission owing to the Service Provider for the previous week, based on the percentages set out on Schedule A (Business Terms);
PLUS
 - (ii) the reimbursement for F&B Redeemed, pursuant to the terms and conditions of the Loyalty Program;
PLUS OR MINUS, as applicable
 - (iii) any other amounts owing to or from the Service Provider pursuant to the terms and conditions of the Loyalty Program (other than in respect of F&B Redeemed pursuant to (ii) above);
PLUS OR MINUS, as applicable
 - (iv) any amounts owing to or from the Service Provider pursuant to the terms and conditions of Promotional Programs;
LESS
 - (v) monthly, any amounts owing by the Service Provider to the Corporation in respect of Leased Games pursuant to Article 6.4;
LESS;
 - (vi) any amounts owing by the Service Provider to the Corporation in respect of any additional optional Gaming Supplies pursuant to Article 6.5;
PLUS OR MINUS, as applicable,
 - (vii) a calculation of any amount owing to the Corporation under this Agreement, in respect of any adjustments or corrections, pursuant to Article 8.10;
PLUS OR MINUS, as applicable,
 - (viii) any other amount owing to or from the Service Provider under this Agreement;
PLUS
 - (ix) all amounts payable to the Service Provider in respect of any sales or value-added tax and of all other applicable taxes,

all without duplication, the total of the foregoing, if a positive number, being the "Weekly Amount", and if the total of the Weekly Amount is a negative number, the Service Provider is liable to the Corporation for the absolute value of such total, and will pay the Corporation such value upon demand, or at the Corporation's option such value will be applied as a reduction or adjustment on the statement of account for a Prescribed future Weekly Amount.

8.7 Payment of Weekly Amount. Upon delivery by the Corporation of a statement of account pursuant to Article 8.6, the Corporation will pay to the Service Provider the Weekly Amount.

8.8 Taxes.

- (a) All amounts payable to the Service Provider under this Agreement are exclusive of any sales or value-added tax and of all other applicable taxes. The Service Provider will collect and remit all applicable taxes to the appropriate governmental authority in a timely manner. The Service Provider will provide the Corporation with all information and documentation required for the Corporation to calculate applicable taxes under this Agreement, including upon request any information the Corporation requires in relation to the labour component applicable to the Services.
- (b) Subject only to Article 8.8(c), the parties acknowledge that under this Agreement the Corporation is not providing any form of reimbursement, as the term "reimbursement" is used for purposes of sales taxes, value-added taxes or income taxes.
- (c) The parties will treat a reimbursement provided in Article 3.3(f) for a Contributable Standards Change as a reimbursement for purposes of sales taxes, value-added taxes and income taxes.

8.9 Chip Exchange. If:

- (a) the Service Provider closes the Facility or this Agreement expires or is terminated;
- (b) the nominal inventory of Chips for the Facility is decreased in the Computer System but not all the Chips are physically in the control of either BCLC or the Service Provider;
- (c) the Service Provider rebrands the Facility or there is an approved relocation planned for the Facility; or
- (d) the Corporation determines that a Chip exchange is necessary or desirable,

then, at the direction of the Corporation, the Service Provider will collect such classes of Chips Prescribed by the Corporation and, other than under Article 8.9(a), replace them with new Chips in accordance with the procedures set out in the BCLC Standards. The Service Provider is responsible for reimbursing the Corporation for an amount equal to

the total of the face value of all Chips that are lost, stolen, or otherwise unaccounted for and not collected, which amount may be set off against amounts owing to the Service Provider.

8.10 Adjustments and Disputed Amounts.

- (a) The Corporation may include, on any statement of account, a summary of any debits or credits required to the Weekly Amount to reflect advances or other payments previously made in respect of the Weekly Amount and to reflect required adjustments or corrections that have not been recorded on a previous statement of account, and the Weekly Amount will be adjusted accordingly.
- (b) The Corporation may also make other adjustments to the statement of account to reflect the correction of errors on previous statements of account, other provisions in this Agreement, Service Provider initiated *ex-gratia* payments or other adjustments as agreed to in writing by the parties.
- (c) The inclusion of any amount on a statement of account or invoice will not be construed as an acceptance or approval of incomplete or improper Services or any other matter provided by the Service Provider which is not in conformance with the requirements of this Agreement and will not operate to relieve the Service Provider from any of its obligations under this Agreement.

ARTICLE 9
FINANCIAL ACCOUNTS & RECORDS

9.1 Accounts and Records. The Service Provider will:

- (a) maintain books of account and records as required by the terms and conditions of this Agreement, the BCLC Standards, or as otherwise Prescribed by the Corporation, and cause such books of account and records to be made available to the Corporation and the Corporation's authorized representatives within a reasonable time and no later than 24 hours from a request by the Corporation or the Corporation's authorized representatives; and
- (b) make available to the Corporation and the Corporation's authorized representatives such information and material as may be required by the Corporation for the purposes of an examination and otherwise co-operate and give such assistance as may be necessary for the Corporation and the Corporation's authorized representatives to carry out their examination,

and the obligations on the part of the Service Provider in this Article 9.1 will survive expiry or earlier termination of this Agreement for a period of seven (7) years.

9.2 Inconsistencies. In the absence of manifest error or unless otherwise agreed by the parties, in the event of any inconsistency between any records generated by the Service Provider or the Computer System, the final record will, in each case, be determined by the information and records generated by the Computer System and the Service Provider is bound thereby and will account to the Corporation on the basis of

information generated by the Computer System. The Corporation will not be liable for any reduction in the Service Provider's remuneration that may directly or indirectly result from any malfunction of the Computer System or Service Provider errors.

ARTICLE 10

EXAMINATIONS

- 10.1 Authority to Examine. In addition to any of the Corporation's other rights of examination under this Agreement, the BCLC Standards or Applicable Law, at any time and in the Corporation's discretion, the Corporation and its authorized representatives may conduct physical, logical and electronic examinations, in relation to this Agreement, the Services, Gaming, the Facility, and the Site and in conjunction with such examinations:
- (a) the Service Provider will provide the Corporation and its authorized representatives, at all reasonable times, with unfettered access to the Facility, Gaming Supplies, the common areas of the Site, all of the Services and any other location where the Service Provider carries on business or stores records, and all systems, devices, networks, services, software and information used (currently or in the past) to provide, monitor, protect or operate the Facility, the Gaming Supplies or the Site or to provide the Services;
 - (b) the Corporation may examine, remove for examination and reproduce records (physical or electronic) in the possession of the Service Provider, its affiliates, its subcontractors and their respective Personnel that are associated in any way with the subject of the examination, any information or records required to be provided pursuant to this Agreement or the BCLC Standards, or that relate to the financial health and solvency of the Service Provider;
 - (c) the Corporation may interview and examine all Service Provider's Personnel and all subcontractors and their Personnel, and the Service Provider will make available and cause to be made available all such Personnel, subcontractors and their Personnel as and when requested by the Corporation;
 - (d) during the examination, the Service Provider will grant the Corporation and its authorized representatives access to the Service Provider's records, third party examination reports, systems, facilities, controls, processes, procedures, monitoring and measurement systems;
 - (e) the Service Provider will provide, and cause to be provided, all such information and records as are requested by the Corporation as part of any of its examinations under this Agreement; and
 - (f) the Service Provider will do all such things as requested to assist the Corporation in any and all such examinations.

For clarity, the foregoing does not replace or prevent the exercise of any statutory authority or power that the Corporation or any other governmental authority may have in respect of its examination or compulsion powers.

- 10.2 Examination Results. To the extent that any default, deficiency, failure or error by the Service Provider is discovered under any examination permitted under this Agreement, the Service Provider will promptly remedy such default, deficiency, failure or error at its own cost. Nothing in this Agreement will prevent the Corporation or any governmental authority from exercising any power it may have under any Applicable Law. The Corporation is entitled to use the results of any examination and to disclose the results to any governmental authority as required under Applicable Law.
- 10.3 Third Party Examination and Reporting. No less than once per Operating Year, the Service Provider will have an independent certified professional accounting firm or another independent third party reasonably acceptable to the Corporation conduct such examinations, including audits, assessments or reports, as are required in the BCLC Standards.
- 10.4 Cost. The cost of performing all initial examinations conducted pursuant to Article 10.1 will be borne by the Corporation. In addition, the Service Provider will bear the cost of all follow-up examinations that are reasonably required to ensure that the Service Provider has cured any default, deficiency, failure or error, except to the extent that the Corporation would have incurred such cost for other ordinary course examinations.

ARTICLE 11

MARKETING & PROMOTION

- 11.1 Loyalty Programs. The Service Provider will participate in, support, promote and contribute to the Loyalty Programs that the Corporation Prescribes. The Service Provider will not operate a Promotional Program other than a Loyalty Program Prescribed by the Corporation without prior written consent.
- 11.2 Marketing Programs. The Service Provider may conduct its own Marketing Programs and Contests throughout the Term, and will do so in compliance with the BCLC Standards and Applicable Law.
- 11.3 CASL Compliance. Without limiting the requirements to comply with Applicable Law, the Service Provider will comply with CASL.
- 11.4 Signage. The Service Provider will display only such signage as is permitted by the BCLC Standards or approved by the Corporation, and will install and display such signage as is supplied by the Corporation.
- 11.5 Name of Facility. The Service Provider will not change the name or branding of the Facility without the Corporation's prior written consent.
- 11.6 Cancellation. If, in the opinion of the Corporation, any Contests, Marketing Programs or Promotional Programs operated or managed by the Service Provider might prejudice the integrity or the reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia:

- (a) the Corporation may in writing instruct the Service Provider to cease and desist any such Contests, Marketing Programs or Promotional Programs; and
- (b) the Service Provider will immediately cease and desist any such Contests, Marketing Programs or Promotional Programs.

ARTICLE 12
PROTECTION, USE & DISCLOSURE OF DATA & INFORMATION

- 12.1 Covenant. A Recipient will keep any Confidential Information disclosed to it by the Disclosing Party confidential and not disclose the same to any third party without the prior written consent of the Disclosing Party, and in the case of the Service Provider, will use the Corporation's Confidential Information only for the purpose of performing the Service Provider's obligations under this Agreement. Notwithstanding the foregoing, the Corporation is entitled to disclose any Confidential Information to the Gaming Policy & Enforcement Branch, the Minister of Finance, the Minister responsible for the Corporation or to any other governmental authority as required by Applicable Law or to any other extent reasonably required to enforce the rights and remedies under this Agreement. Further, nothing in this Agreement will prevent the Corporation from disclosing any information which is proprietary to the Corporation under the terms of this Agreement to any party the Corporation may see fit without the prior or any consent of the Service Provider. The Service Provider may disclose Confidential Information to its representatives, advisors and consultants to the extent reasonably required to perform its obligations under this Agreement, provided such persons agree to confidentiality provisions equivalent to those of this Article 12.1. Notwithstanding the above, either party is entitled to disclose any information supplied by the other party if such party is required to disclose such information by court order or by other compulsion of law.
- 12.2 Ownership of Corporation Data. The Service Provider will (a) generate Corporation Data, (b) preserve and maintain all Corporation Data in its possession or under its control, and (c) transfer Corporation Data to the Corporation, all in accordance with the BCLC Standards, as required to comply with this Article 12.2 and in the manner and at the times Prescribed by the Corporation. The Service Provider acknowledges and agrees that the Corporation Data is the sole and exclusive property of the Corporation, and that the use of the Corporation Data is subject to the Corporation's control (even if in the custody of the Service Provider).
- 12.3 SP Surveillance Data. The Service Provider will (a) generate SP Surveillance Data, (b) preserve and maintain all SP Surveillance Data, and (c) provide the Corporation with a copy of such SP Surveillance Data, all in accordance with the BCLC Standards, as required to comply with this Article 12.3 and in the manner and at the times Prescribed by the Corporation. The Corporation acknowledges and agrees that the SP Surveillance Data is the sole and exclusive property of the Service Provider. The Service Provider hereby grants to the Corporation an irrevocable, unconditional, perpetual, non-exclusive, royalty-free right (i) to possess, use, maintain, modify, translate, adapt and display the SP Surveillance Data for any purposes consistent with the Corporation's business and operations and compliance with Applicable Law, including such purposes as the Corporation may, in its discretion, consider necessary or

advisable in connection with the operation, security, maintenance of the Facility, (ii) to distribute and transfer such SP Surveillance Data to any third party, or any governmental authority, (iii) to use the SP Surveillance Data in conducting analysis for the purposes of improving or changing any BCLC Standards, Services, BCLC IP, and (iv) for the purposes of conduct, management and operation of the Facility.

- 12.4 Privacy and Access Laws. The Service Provider acknowledges that all information submitted to the Corporation is subject to the provisions of FIPPA.
- 12.5 Protection of Personal Information and Data. In providing the Services, the Service Provider will only collect, use and disclose Corporation Data, SP Surveillance Data and any other information that is Personal Information in accordance with the terms of this Agreement, BCLC Standards, Applicable Law, and in accordance with the purpose and terms that the Corporation has collected and disclosed such Corporation Data, SP Surveillance Data and any other information that is Personal Information and will comply with the terms of the Privacy Protection Schedule attached to this Agreement as Schedule C (Privacy Protection Schedule). The Service Provider will make commercially reasonable efforts to prevent an Information Security Incident.
- 12.6 Disaster Recovery and Backup. The Service Provider will maintain a disaster recovery and business continuity plan for all technology, operational, financial, human or other resources reasonably required to provide the Services in accordance with the BCLC Standards. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with an executive summary of the Service Provider's then-current version of the disaster recovery and business continuity plan, and will revise it to adequately address concerns that the Corporation raises with the Service Provider. The Service Provider will perform disaster recovery and business continuity tests as required by the BCLC Standards.
- 12.7 Computer System Access. The Service Provider will access the Computer System only in accordance with the BCLC Standards and will not modify, revise or otherwise change, or allow any other person to modify any aspect of the Computer System in any manner that would or would reasonably be expected to interfere with or compromise the systems, infrastructure, architecture, security, integrity, coding or functionality of the Computer System, any data residing on or being processed by the Computer System, or otherwise adversely impact the Corporation. Without limiting the foregoing, the Service Provider will ensure that: (a) access to the Computer System by the SP Systems is only through the network(s) and means specified in the BCLC Standards, and (b) the SP Systems will comply with the BCLC Standards. The Service Provider will comply with any testing, security, controls and production requirements as outlined in the BCLC Standards. The Service Provider will only remove Corporation Data from the Computer System as expressly permitted by the Corporation or the BCLC Standards, and in any event will segregate, physically and logically, all Corporation Data from its own data, including as required by the BCLC Standards. In the event of an Information Security Incident, the Service Provider will follow the procedure set out in the BCLC Standards.

- 12.8 No Disabling Code. The Service Provider represents and warrants that the Services, and all systems, networks, devices or services that provide, monitor, access, or secure the Services including the SP Systems, will not contain any virus, Trojan horse, self-replicating or other computer instructions that may: (a) alter, destroy, inhibit or discontinue the Corporation's effective receipt of the Services, BCLC IP or any Corporation Data, (b) erase, destroy, corrupt or modify any data, programs, materials or information used by the Corporation or its users, (c) store any data, programs, materials or information on the Corporation's computers, including the computers of its users, (d) bypass any internal or external security measure to obtain access to the Corporation's resources, or (e) introduce software, code, routine, program or similar material prohibited in the BCLC Standards.
- 12.9 Data Examinations. In addition to the Corporation's other examination rights under this Agreement, examiners may conduct on-site, physical, and logical security reviews, vulnerability testing and disaster recovery testing for the SP Systems containing or accessing the Computer System, Corporation Data or BCLC IP, and otherwise examine the Service Provider's operations for compliance with requirements set out in this Agreement and the BCLC Standards. If vulnerabilities are identified, the Service Provider will (a) promptly document and implement a mutually agreed-upon remediation plan, (b) upon the Corporation's request, provide the Corporation with the status of the implementation, and (c) otherwise comply with any requirements of the BCLC Standards. The Corporation is not responsible for any harm that results from these examinations.
- 12.10 Notice & Examination. The Service Provider will immediately give notice to the Corporation of any actual or suspected security breach of, or unauthorized or suspicious access to, the Service Provider's systems, devices, software, services or networks or the Computer System as required by the BCLC Standards, including an Information Security Incident, and will provide the Corporation with all such access and information as the Corporation requests in an examination, and will take all such steps as the Corporation requires to rectify such actual or suspected security breach or access.
- 12.11 Vulnerability Testing. Without limiting the application of any required vulnerability testing or assessment set out in the BCLC Standards, the Service Provider will assess and remediate the vulnerabilities of the Service Provider's systems, devices, software, networks or services (including the SP Systems and those of any subcontractor) that could compromise the data, systems, or critical functioning of the information technology infrastructure of the Service Provider, the Corporation, the Computer System, or their respective users, Players, clients or customers or that impacts the Service Provider's external-facing, internal or partner environments or the Services, as required by the BCLC Standards.

ARTICLE 13

INTELLECTUAL PROPERTY

- 13.1 BCLC IP. All BCLC IP is and will be owned exclusively by the Corporation. The Service Provider hereby irrevocably and unconditionally assigns, transfers and conveys and will cause its Personnel and subcontractors and their Personnel to irrevocably and

automatically assign, transfer and convey to the Corporation, in each case without additional consideration, all right, title and interest throughout the world in and to the BCLC IP when the Service Provider (or its Personnel or subcontractors or their Personnel) acquires, conceives, creates, develops or first reduces to practice the BCLC IP. The Service Provider will cause its Personnel and subcontractors and their Personnel to irrevocably and unconditionally waive, to the extent permitted by Applicable Law, any claims they may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to any BCLC IP.

- 13.2 Licence of BCLC IP. Subject to the Service Provider's compliance with all of the terms and conditions of this Agreement, the Corporation hereby grants to the Service Provider a royalty-free, non-transferable and non-exclusive right and license to use the BCLC IP, during the Term, without any further right to sub-license, solely as necessary to perform its obligations under this Agreement and for no other purpose. The Service Provider agrees, now and hereafter, not to challenge the ownership or validity of any of the BCLC IP, including the Corporation Data.
- 13.3 Licensed IP. The Corporation will in writing advise the Service Provider of requirements of third party agreements and licenses pertaining to the use of Licensed IP. The Service Provider will conduct itself in such a manner that allows the Corporation to fulfill its obligations and maintain its good standing in respect of any third party agreements and licenses pertaining to the use of the Licensed IP, and the Service Provider will comply with covenants and obligations under such third party agreements and licenses as if it were an original signatory thereto.
- 13.4 Use of Trademarks. During the Term, the Service Provider may use such trademarks of the Corporation as the Corporation may approve in the BCLC Standards or otherwise in writing (the "**Approved Corporation Trademarks**"), and the Corporation may use such trademarks of the Service Provider as the Service Provider may approve in writing (the "**Approved Service Provider Trademarks**"), for the sole purposes of advertising or promoting the Facility, in each case subject to and in accordance with this Article 13. For the avoidance of doubt, the Service Provider may not use any trademarks of the Corporation other than Approved Corporation Trademarks and the Corporation may not use any trademarks of the Service Provider other than Approved Service Provider Trademarks.
- 13.5 Standards for Trademarks. The Service Provider may not use the Approved Corporation Trademarks except in accordance with such style guidelines as are set forth in the BCLC Standards or as the Corporation may otherwise Prescribe and, without limiting the generality of the foregoing, will clearly indicate in all advertising that the Approved Corporation Trademarks are owned by the Corporation and used with the Corporation's permission. The Service Provider will not, directly or indirectly, advertise, exploit, promote or otherwise deal with any of the Approved Corporation Trademarks in any manner that might adversely affect the goodwill attaching to and symbolized by such trademarks. In addition to the foregoing, each party agrees, in respect of the other party's trademarks, to fully and promptly comply with any instructions or directions regarding the use, appearance, location, size, context, cessation or similar matter of the other party's trademarks when provided by the other party. Without limiting the

application of the other provisions of this Article 13.5, the licensee of the other party's trademarks will not remove, alter, obscure or otherwise change any proprietary notice affixed by such party to its materials.

- 13.6 Goodwill. All goodwill in the Approved Corporation Trademarks will accrue to the Corporation. All goodwill in the Approved Service Provider Trademarks will accrue to the Service Provider. At no time during or after the term of this Agreement will the Service Provider challenge or assist others to challenge the trademarks, service marks or trade names of or claimed by the Corporation or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to those of the Corporation.

ARTICLE 14 **EMPLOYMENT & TRAINING**

- 14.1 Engagement of Personnel. The Service Provider will engage such Personnel as may be necessary to provide the Services, provided that in the engagement of such Personnel, the Service Provider will:
- (a) engage or employ only such Personnel as are trained, competent and otherwise satisfy the standards and qualifications Prescribed by the Corporation;
 - (b) ensure such Personnel are registered, licensed and approved as required by Applicable Law; and
 - (c) maintain exclusive supervision and control over the Personnel engaged or employed directly or indirectly by the Service Provider to provide the Services, and exercise exclusive responsibility and authority for hiring, supervising, directing, compensating, disciplining, terminating and administering such Personnel, and costs related thereto, provided that the Service Provider complies with the applicable provisions of this Agreement.
- 14.2 Supervisory Personnel. The Service Provider will appoint competent supervisory Personnel and will require attendance by sufficient supervisory Personnel at the Facility at all times while open to the public.
- 14.3 Cooperation with Other Contractors. The Service Provider will cooperate with other contractors and subcontractors of the Corporation.
- 14.4 Obligations of Service Provider. The Service Provider is exclusively responsible for and will comply with:
- (a) all obligations as employer of Personnel employed by the Service Provider to provide the Services, including payment of all wages, salaries and benefits and deduction and remittance of all statutory withholdings for income tax, employment insurance and Canada Pension Plan, payment of Workers' Compensation Board assessments and the like; and

- (b) all obligations of the Service Provider to Personnel under contracts with independent contractors retained by the Service Provider to provide the Services, including payment of service fees, sales, services or value added tax and any other fees or taxes associated therewith.

14.5 Standard Training Programs. The Service Provider will ensure that, in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, all Personnel successfully complete required training programs, including updated or remedial training.

14.6 Remedial Training Programs. In the event of a Material Breach:

- (a) the Corporation may require that the Service Provider and all Personnel successfully complete a remedial training program and all such Personnel must cooperate in, participate in, fully and satisfactorily complete such remedial training program;
- (b) such training will be completed at the cost of the Service Provider; and
- (c) the Corporation will invoice the Service Provider for costs incurred by the Corporation for such training and the Service Provider must promptly pay such invoice.

14.7 Appointment of Compliance Officer. The Service Provider will appoint a compliance officer approved by the Corporation. The compliance officer will report directly to a senior officer of the Service Provider in a position approved by the Corporation, which position may include the chief executive officer, the chief operating officer, the board chair or, if Prescribed by the Corporation, the equivalent senior officer of a direct or indirect owner of the Service Provider. The compliance officer will hold the qualifications, certifications and experience Prescribed in the BCLC Standards. The compliance officer's duties will include the following:

- (a) monitoring compliance of the Service Provider, its Personnel, subcontractors and their Personnel with the BCLC Standards, the Game Conditions and Applicable Law;
- (b) liaising with the Corporation; and
- (c) organizing attendance at remedial training.

ARTICLE 15 **INSURANCE**

15.1 Insurance. The Service Provider will purchase and maintain such policies of insurance as reasonably Prescribed by the Corporation and will deliver satisfactory proof of such insurance to the Corporation upon request and as soon as reasonably practicable after any material change to such policies of insurance.

ARTICLE 16
REPRESENTATIONS & WARRANTIES

16.1 Representations and Warranties. The Service Provider represents, warrants and covenants to the Corporation that:²

- (a) if a corporation, the Service Provider is a company duly organized and validly existing under the laws of British Columbia and has full power and capacity to perform all its obligations in this Agreement and in all other documents, instruments and agreements required to be executed and delivered by the Service Provider pursuant to this Agreement;
- (b) if a partnership, the Service Provider is a [] partnership duly created and validly existing under the [] and has full power and capacity to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider to this Agreement, and the general partner of the Service Provider is a [] duly organized and validly existing under the laws of [], has been duly appointed general partner of the Service Provider, and has full power and capacity to perform both its own obligations and those of the Service Provider on the Service Provider's behalf in this Agreement and in all other documents, instruments and agreements required to be executed and delivered pursuant to this Agreement;
- (c) the execution and delivery of this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider, and the general partner of the Service Provider, if applicable, pursuant to this Agreement have been duly authorized by all necessary action, have been duly executed and delivered and constitute legal, valid and binding obligations of the Service Provider enforceable in accordance with their terms and do not contravene or violate (i) any provision of its constating documents, (ii) any Applicable Law or any other Person's rights;
- (d) the information set out in Schedule B (Service Provider Ownership Information) is true and correct and, except as set out in Schedule B (Service Provider Ownership Information), there is as at the date of this Agreement no outstanding offer, agreement or other arrangement pursuant to which:
 - (i) any Person is entitled to subscribe for or take by means of transfer or by conversion any form of investment, security or voting rights in the Service Provider or, if applicable, the general partner of the Service Provider; or
 - (ii) if applicable, the partnership agreement governing the Service Provider will be amended;

² Representations and warranties to be customized to ownership structure of Service Provider.

- (e) the Service Provider, and, if applicable, the general partner of the Service Provider, and all Persons who control or have a Significant Interest in the Service Provider, and if applicable, the general partner of the Service Provider, are eligible for registration as gaming services providers under the *Gaming Control Act*;
- (f) the Service Provider is a registered gaming services provider under the *Gaming Control Act*, and will maintain such registration throughout the Term;
- (g) all Personnel who are required by Applicable Law to be registered as gaming workers are registered and will maintain such registrations throughout the Term;
- (h) all Personnel have and will maintain throughout the Term all skills, qualifications, expertise and experience necessary to perform the Services with a high degree of quality, consistent with industry standards applicable to top tier providers of similar services and otherwise in accordance with the terms of this Agreement;
- (i) the Service Provider has no knowledge of any material fact or matter not disclosed to the Corporation by the Service Provider that, if known by the Corporation, might reasonably be expected to deter the Corporation from entering into this Agreement or completing the transactions contemplated in this Agreement or that might materially adversely affect the ability of the Service Provider to perform its obligations under this Agreement;
- (j) without limiting the representation in Article 16.1(i), the Service Provider is itself, or is through subcontracting or other arrangements, fully capable of participating in the Loyalty Programs and other Promotional Programs, including providing for redemption by Players for food and beverage products at the Facility;
- (k) the Service Provider either is the registered and beneficial owner of, or has an exclusive lease in respect of, the Site; and
- (l) no Event of Default has occurred.

ARTICLE 17

TRANSFER, SALE & ASSIGNMENT

17.1 Definitions. For the purpose of this Article 17:

- (a) a Person is an "associate" of another Person if:
 - (i) one is a corporation of which the other is an officer or director;
 - (ii) one is a corporation that is controlled by the other or by a group of Persons of which the other is a member;
 - (iii) one is a partnership of which the other is a partner;
 - (iv) one is a trust of which the other is a trustee or a beneficiary or an associate of either;

- (v) one is a relative, including a spouse, of the other or a relative of the other spouse, if the relative has the same home as the other;
 - (vi) both are corporations controlled by the same Person;
 - (vii) both are members of a voting trust that relates to voting shares of the Service Provider; or
 - (viii) both, in the reasonable opinion of the Corporation, are parties to an agreement or arrangement the purpose of which is to require them to act in concert with respect to their interests, direct or indirect, in the Service Provider, or they are otherwise acting in concert with respect to those interests;
- (b) **"control"** means control in any manner that results in control in fact, whether directly through the ownership of securities or indirectly through a trust, an agreement or arrangement, the ownership of any body corporate or otherwise, and, without limiting the generality of the foregoing:
- (i) a body corporate is controlled by a Person if:
 - (A) securities of the body corporate to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person, and the votes attached to those securities are sufficient, if exercised, to elect the majority of the directors of the body corporate; or
 - (B) the body corporate is a publicly traded company and securities of the body corporate to which are attached more than ten per cent (10%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person unless that Person gives notice to and satisfies the Corporation that the Person does not in fact control the body corporate; or
 - (ii) a partnership or unincorporated organization is controlled by a Person with an ownership interest therein representing more than ten per cent (10%) of the assets of the partnership or organization or such ownership interest is held, by or for the benefit of that Person;
- (c) **"corporation"** includes a body corporate, partnership and unincorporated organization; and
- (d) **"ownership interest"** means an interest in a corporation under all circumstances or under some circumstances that have occurred and are continuing, and includes a security currently convertible into such an interest and currently exercisable options and rights to acquire such an interest or such a convertible security.

17.2 Assignment. No transfer, sale, assignment or other disposition of this Agreement, or the rights hereunder, whether contingent, absolute or otherwise by the Service Provider is valid without first obtaining the consent of the Gaming Policy & Enforcement Branch, and thereafter, obtaining the prior written consent of the Corporation. Any consent of the Corporation may be subject to conditions Prescribed by the Corporation, and any such transfer, sale, assignment or other disposition will only be effective upon compliance with such conditions. Any transfer, sale or assignment or other disposition of this Agreement or of the rights hereunder whether contingent, absolute or otherwise by the Service Provider without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation. Notwithstanding the foregoing, the Service Provider may not transfer or assign any of its rights or obligations under this Agreement to anyone who is not registered as a gaming services provider under the *Gaming Control Act*.

17.3 Ownership Constraint.

- (a) No Person will hold, beneficially own or control, either directly or indirectly, ownership interests in the Service Provider which, in the aggregate, are five per cent (5%) or more of the total ownership interests in the Service Provider (referred to in this Article 17 as a "**Significant Interest**"), unless the Person first obtains the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation; and
- (b) a Person who holds, beneficially owns or controls, either directly or indirectly, a Significant Interest will not:
 - (i) dispose, in any manner whatsoever, of any portion of such Significant Interest; or
 - (ii) acquire, in any manner whatsoever, a greater Significant Interest,
 if such disposition or acquisition would result in a change of control of the Service Provider, unless the Person has first obtained the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation, to such disposition or acquisition.

Any consent of the Corporation under this Article 17.3 may be subject to conditions Prescribed by the Corporation, and no Person will hold, beneficially own or control, either directly or indirectly, a Significant Interest except in compliance with such conditions and any such disposition or acquisition will only be effective upon compliance with such conditions.

For the purposes hereof, each Person who is a member of a group of Persons all of whom are associates of each other will each be deemed to beneficially own all ownership interests of the Service Provider which are collectively held, beneficially owned or controlled, either directly or indirectly, by the members of such group.

For the purposes of this Article 17, the requirements of this Article 17.3 are, together, the "**Ownership Constraint**".

17.4 Amend Corporate/Governing Documents. If the Service Provider is a corporation, the Service Provider will as soon as practicable and in any event within 180 days of the Effective Date amend its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document so as to adopt the Ownership Constraint (defined in Article 17.3), as well as such ancillary provisions required to enable the Service Provider to enforce the Ownership Constraint, to provide for the following:

- (a) the Service Provider will not issue or register the transfer of any ownership interest in the Service Provider if to the knowledge of the Service Provider such issue or transfer will contravene the Ownership Constraint;
- (b) the Service Provider will, upon acquiring knowledge of any contravention of the Ownership Constraint by a holder of an ownership interest:
 - (i) promptly notify the Corporation;
 - (ii) suspend all voting and participation rights attached to such ownership interest in the Service Provider (to the extent permitted by Applicable Law); and
 - (iii) not distribute any funds that may be payable or become payable to the ownership interest until such contravention is remedied; and
- (c) if any holder of an ownership interest is in contravention of the Ownership Constraint, the Service Provider will immediately provide written demand to such holder to remedy the contravention, and if such holder fails to remedy the same within thirty (30) days following receipt of written demand therefor from the Service Provider, the Service Provider will forthwith take all reasonable steps available at law to cause such holder to sell or purchase equitable interests in the Service Provider as required in order to remedy such contravention,

and the Service Provider will comply with the foregoing requirements of Articles 17.4(a) to 17.4(c) whether or not the Service Provider has amended its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document.

17.5 Observe and Comply. Following the amendments referred to in Article 17.4 to the articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing or constating document of the Service Provider becoming effective, the Service Provider will duly observe and comply with all such provisions and provide the Corporation upon request with any information it may reasonably request in order to monitor such compliance.

17.6 Holders of Significant Interest. The Service Provider represents and warrants that every Person holding a Significant Interest is fully and accurately set out in Schedule B

(Service Provider Ownership Information). The Corporation acknowledges and agrees that the Significant Interests as set out in Schedule B (Service Provider Ownership Information) have been consented to by the Corporation. The Service Provider will not permit any Person to beneficially own or control, directly or indirectly, acquire or dispose of a Significant Interest without the prior consent of the Corporation as required by this Article 17.

- 17.7 Secured Interests. The Service Provider may, subject to first obtaining the written consent of the Corporation, grant a security interest in the Service Provider's interest in this Agreement to a bank under the *Bank Act (Canada)* or other lender approved in writing by the Corporation (hereinafter called the "**Secured Party**") and on such terms and conditions approved in writing by the Corporation provided that such approval will in no manner whatsoever:
- (a) prevent the Corporation from exercising its rights and remedies under this Agreement as against the Service Provider in the event the Service Provider is in default of this Agreement; or
 - (b) authorize or permit the Secured Party to provide the Services to the Corporation in the place of the Service Provider other than with the express written consent of the Corporation and on such terms and conditions as may be Prescribed by the Corporation.
- 17.8 Security Interest. As collateral and security for the performance of its obligations under this Agreement and such other obligations as Prescribed by the Corporation, the Service Provider grants to the Corporation a security interest in the Revenue, the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies, and any proceeds thereof, and agrees that the Corporation may register financing statement(s) or other registrable instrument(s) in any applicable personal property registry or other registry to perfect the security interest granted in favour of the Corporation, and the Service Provider will cooperate with the Corporation and execute all instruments and documents required by the Corporation in furtherance of the foregoing. To the extent permitted by Applicable Law, the Service Provider irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under applicable personal property security statutes by or on behalf of the Corporation in respect of this Agreement or any other security agreement.
- 17.9 Security and Priority Agreements. At the Corporation's request, the Service Provider will execute and deliver such security as the Corporation deems necessary or desirable, in form and substance satisfactory to the Corporation in its discretion, to secure the Corporation's interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies. At the request of the Corporation, the Service Provider will use commercially reasonable efforts to cause any other party having an interest in the asset or other property of the Service Provider to execute and deliver agreements granting

priority in favour of the Corporation's security interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, its Confidential Information, the BCLC IP and the Gaming Supplies. The Corporation may make obtaining such agreements a condition of providing a consent under this Article 17.

- 17.10 Assignment of Interest. If the Corporation has consented to the grant of a security interest over the Service Provider's interest in this Agreement pursuant to Article 17.7 then, in the event the Service Provider is in default of the security interest of the Secured Party, the Corporation will, upon the legal request of the Secured Party, permit the assignment of the Service Provider's interest in this Agreement, subject to first obtaining the written approval of the Corporation, to a Person approved by the Corporation and on such terms and conditions approved by the Corporation. Any such assignment will require the assignee service provider to enter into an amendment to this Agreement, which would, in the Corporation's discretion, bring the terms of this Agreement current with the requirements of the Corporation for issuance of service agreements to new service providers. No assignment of the Service Provider's interest in this Agreement will prevent the Corporation from otherwise exercising its rights and remedies under this Agreement.
- 17.11 Notice and Costs of Request for Consent. The Service Provider will provide at least thirty (30) business days' notice, or such longer period for notice as may be set out in the BCLC Standards, to the Corporation of any proposed change that would require the Corporation's consent under this Article 17, such notice to be accompanied by the material and information set out in the BCLC Standards. If the Service Provider provides less than thirty (30) business days' notice (including the provision of the accompanying material and a proposed replacement for Schedule B (Service Provider Ownership Information)), or such longer period for notice as may be set out in the BCLC Standards, for any request for consent pursuant to this Article 17, the Service Provider will pay the Corporation's reasonable internal administrative and personnel costs and all reasonable third party costs in connection with considering any such request. The Corporation will invoice the Service Provider for any amounts owing under this Article 17.11 and the Service Provider will promptly pay such amount to the Corporation. If the Service Provider provides less than fifteen (15) business days' notice of any request for consent or if, after making a request for consent, the Service Provider requests a consent within a shortened period of time, the Corporation will not be required to consider the request and, at its discretion, may not consent to the request on the basis that inadequate time was provided for the Corporation to consider the request. The Corporation will not be liable to the Service Provider for any loss arising from any failure or refusal of the Corporation to provide or consider any particular consent requested under this Article 17.
- 17.12 Changes of Directors and Officers. The Service Provider will give notice to the Corporation of any changes in its board of directors or officers within five (5) days of such change.
- 17.13 Updated Schedule B (Service Provider Ownership Information). The Service Provider will, with the Corporation's consent, update Schedule B (Service Provider Ownership

Information) as required to be true and complete. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with a certificate confirming that Schedule B (Service Provider Ownership Information), as may be updated pursuant to this Article 17.13, is true and complete.

ARTICLE 18 SUBCONTRACTORS

- 18.1 Prior Written Consent. The Service Provider will not subcontract any Services relating to cash operations, live table dealers, security or surveillance without the prior written consent of the Corporation. Any subcontracting of such Services without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation.
- 18.2 Responsibility for Subcontractors. The Service Provider is responsible to the Corporation for the performance of all subcontractors and will require the subcontractors to perform their services in accordance with the terms and conditions of this Agreement. The Service Provider is fully responsible to the Corporation for acts and omissions of subcontractors and their Personnel and of any other Persons directly or indirectly engaged by them.

ARTICLE 19 MATERIAL CONTRACTS

- 19.1 Definition of Material Contracts. For the purposes of this Article 19, "Material Contracts" includes the following:
- (a) leases of the Site, or any portion thereof, and any modifications, extensions or renewals thereof;
 - (b) financing, borrowing and related security contracts and instruments;
 - (c) contracts and instruments for the acquisition, sale or lease of security or surveillance systems, information technology systems, including the SP Systems, or equipment or any portion thereof, that has been or is intended to be installed and operated in or about the Facility;
 - (d) any trust, shareholders or partnership agreement or options to acquire any interest in the Service Provider; and
 - (e) any other contracts Prescribed by the Corporation as being material to its conduct, management and operation of Gaming at the Facility,

whether or not such Material Contracts are those of the Service Provider or of any Person in which the Service Provider directly or indirectly holds an interest.

- 19.2 Notice of Material Contracts. The Service Provider will provide the Corporation with notice of all Material Contracts, including the effective date of the contract, the legal names of the contracting parties and subject matter of the contract, as follows:
- (a) in the case of Material Contracts executed prior to the Effective Date, within ten (10) business days of the Effective Date;
 - (b) in the case of Material Contracts to be executed after the Effective Date, at least ten (10) days prior to the execution thereof; and
 - (c) in any case, within ten (10) days of receiving a written request from the Corporation.
- 19.3 Provision of Material Contracts. The Service Provider will provide the Corporation with true copies of any Material Contracts within ten (10) days of receiving a written request from the Corporation. At any time, the Corporation may contact any landlord, lender, holder of Significant Interest, or Secured Party of the Service Provider or any of its affiliates and request records and information relating to that party's relationship or Material Contracts with the Service Provider.

ARTICLE 20

DEFAULT

- 20.1 Default Notice. In the event of a Compliance Breach or Material Breach, the Corporation may give a Default Notice to the Service Provider. The Default Notice will stipulate the nature of the Compliance Breach or Material Breach, steps required to cure the Compliance Breach or Material Breach and the date on which the Compliance Breach or Material Breach must be cured, provided that if a date is not stipulated in the Default Notice by which the Compliance Breach or Material Breach must be cured the deemed date will be 30 days following the date of the Default Notice.
- 20.2 Cure by Service Provider. The Service Provider will cure all Compliance Breaches and Material Breaches by the date or deemed date in the Default Notice. If the Compliance Breach or Material Breach cannot be cured within the date stipulated in the Default Notice, the Service Provider may cure the Compliance Breach or Material Breach within such longer period of time as may be agreed by the Corporation to cure the Compliance Breach or Material Breach with exercise of commercially reasonable efforts provided that:
- (a) the continued Compliance Breach or Material Breach is not, in the reasonable opinion of the Corporation, prejudicial to the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia; and
 - (b) the Service Provider is, in the reasonable opinion of the Corporation, exercising commercially reasonable efforts to cure the Compliance Breach or Material Breach and continues to exercise such efforts until the Compliance Breach or Material Breach has been cured by the Service Provider.

- 20.3 Corporation's Right to Cure. Without limiting any other rights or remedies of the Corporation, in the event of a Compliance Breach or Material Breach, the Corporation may, at its discretion, cure the Compliance Breach or Material Breach at the Service Provider's expense and invoice the Service Provider for such expense.
- 20.4 Withholding for Event of Default. Without limiting any other rights or remedies of the Corporation, upon the occurrence of an Event of Default, with five (5) business days' notice the Corporation may, without limiting the Service Provider's obligations and liabilities under this Agreement, withhold ten per cent (10%) of the Weekly Commissions payable to the Service Provider under this Agreement. The Corporation will release such withholding at such time as the Event of Default is cured or such earlier time that the Corporation determines that the withholding is no longer required.
- 20.5 Services to Continue. The Service Provider may not, under any circumstances (including a Payment Dispute or non-payment of disputed amounts), cease to provide the Services, except as expressly provided for in this Agreement, including while a dispute (including any ADR Dispute) is being resolved, regardless of whether remedies are enforced, provided that such obligation to continue to perform the Services is without prejudice to the right to dispute the relevant matter in accordance with the provisions of this Agreement.
- 20.6 Equitable Remedies. Each party acknowledges and agrees that:
- (a) a breach or threatened breach by either party of any of its obligations under this Agreement, and in particular Article 12 (Protection, Use & Disclosure of Data & Information), Article 13 (Intellectual Property) and Schedule C (Privacy Protection Schedule) would give rise to irreparable harm to the other party for which monetary damages may not be an adequate remedy;
 - (b) if a breach or a threatened breach by such party of any such obligations occurs, or if either party feels it is necessary to obtain any emergency or provisional remedy to protect its rights, the other party will, in addition to other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to:
 - (i) post a bond or other security, or
 - (ii) prove actual damages or that monetary damages will not afford an adequate remedy;
 - (c) it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Article 20; and

- (d) this Article 20.6 will apply notwithstanding that a dispute is subject to the ADR Procedure in accordance with Article 21 (Alternative Dispute Resolution for ADR Disputes).

ARTICLE 21

ALTERNATIVE DISPUTE RESOLUTION FOR ADR DISPUTES

- 21.1 ADR Dispute. Any ADR Dispute may at either party's option be resolved in accordance with this Article 21 (the "**ADR Procedure**"). An ADR Dispute will follow all steps set out in this Article 21, unless indicated otherwise for an ADR Dispute in Appendix A of the BCLC Services Manual or otherwise Prescribed by the Corporation. Notwithstanding the foregoing, all other disputes relating to this Agreement, including disputes that are partly an ADR Dispute and partly a dispute that is not an ADR Dispute, are not subject to the ADR Procedure.
- 21.2 ADR Dispute Notice. When an ADR Dispute occurs either party may give notice of the ADR Dispute ("**ADR Dispute Notice**") to the other party to the ADR Dispute setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought, and the parties to the ADR Dispute will use all reasonable efforts to resolve the ADR Dispute in accordance with the ADR Procedure.
- 21.3 Step One - Facility Level. For ADR Disputes, the parties will each designate an individual in a senior capacity at the Facility level, or that individual's designate, to act as a representative under this ADR Procedure (the "**Party Representative**"). Any such ADR Dispute will be referred to the Party Representatives for resolution.
- 21.4 Step Two - Senior Management. If the Party Representatives fail to resolve the ADR Dispute within five (5) business days after delivery of the ADR Dispute Notice, or for ADR Disputes relating to MIR Events or Payment Disputes, the ADR Dispute will be referred for resolution to the individual responsible for the Facility at the Corporation at the Director level, and the Chief Financial Officer for the Service Provider ("**Senior Management**") or to such other officers or managers as any party may by notice to the other party specify for such purpose.
- 21.5 Step Three - CEO. If Senior Management fails to resolve the ADR Dispute within seven (7) business days after the ADR Dispute has been referred to them, the Service Provider's President or equivalent senior officer will attend the head offices of the Corporation to discuss the ADR Dispute with the Corporation's CEO or designate.
- 21.6 Step Four - Non-Binding Referee.
- (a) If the Service Provider's President and the Corporation's CEO or designate fail to resolve the ADR Dispute within ten (10) business days after the ADR Dispute has been referred to them, either party may in writing initiate the appointment of a referee (the "**Referee**") who will render a non-binding decision with respect to the ADR Dispute. The Referee will be selected as follows:
 - (i) either party may within ten (10) business days after the written initiation of the appointment of a referee submit to the other party in writing the names

of three (3) acceptable candidates for Referee who are immediately available to perform the role of Referee in either Metro Vancouver or Kamloops, British Columbia; and

- (ii) if the parties have not agreed upon a Referee within five (5) business days after a submission of names by a party as provided above, then either party may request that the Referee be selected pursuant to the Rules of the British Columbia International Commercial Arbitration Centre, for that purpose only.

A candidate will be disqualified to act as a Referee if such candidate refuses to execute a confidentiality agreement.

- (b) The Referee's fees, disbursements and other costs will be shared equally by the parties. Within five (5) business days after the selection of the Referee, the parties will each submit to the Referee and the other party a copy of the ADR Dispute Notice, a complete list of the issues in ADR Dispute, the remedies sought, and a list of documents and any other information they believe relevant to the ADR Dispute. The Referee may in the course of the examination:
 - (i) require the other party to supply or prepare for examination by the Referee and the other party, any document or other information the Referee considers necessary;
 - (ii) examine the Facility or Services giving rise to the ADR Dispute;
 - (iii) convene meetings of the parties to discuss the issues in dispute in the presence of the Referee; and
 - (iv) take evidence from such witnesses and experts, as the Referee may deem appropriate.

The Referee will provide a written report setting out the Referee's decision.

- (c) If neither party disputes the Referee's decision, the Referee's decision will be binding on the parties. If either party disputes the Referee's decision, the disputing party will give notice to the other party within ten (10) business days after receipt of the Referee's report setting out fully the reasons for disagreeing with the Referee ("**Referee Dispute Notice**"). After delivery of a Referee Dispute Notice, the ADR Dispute may be determined in a court of competent jurisdiction and the parties are entitled to seek any other legal remedies available to them pursuant to Applicable Law and this Agreement. The parties agree that the Referee's report, findings of the Referee and any without prejudice settlement offers made by either party are intended to be subject to settlement privilege and not intended to be admissible in any court proceeding relating to resolution of the dispute by the court.

21.7 No Relief of Obligations. Pursuit of the resolution of an ADR Dispute under any part of this Article 21 does not relieve the Service Provider of its responsibility to ensure

continued and timely performance of the Services. Pending resolution of the ADR Dispute the Service Provider will comply with all requirements Prescribed by the Corporation in relation to the continued and timely performance of the Services.

ARTICLE 22 INCREASED MONITORING

22.1 Increased Monitoring. If:

- (a) an Event of Default occurs; or
- (b) the Service Provider's reports and other documentation submitted include reporting errors on more than three (3) occasions in any rolling twelve (12) consecutive month period,

without prejudice to any other right or remedy available to the Corporation, the Corporation may increase its monitoring and examinations of the performance by the Service Provider under this Agreement and carry out any increased monitoring or examinations which it reasonably requires for a period of up to 180 days. The Service Provider will reimburse the Corporation for all reasonable costs and expenses incurred by the Corporation in carrying out such additional increased monitoring or examinations and in particular, will reimburse the Corporation \$500 per day per Corporation employee or independent contract personnel (increased each year after the second Operating Year for cost of living at the Corporation's discretion) and for all third party costs and expenses utilized in such increased monitoring or examinations, within ten (10) business days after the Corporation delivers an invoice to the Service Provider for such amounts.

ARTICLE 23 STEP-IN RIGHTS

23.1 Step-In. If:

- (a) an Event of Default occurs and the Services are suspended pursuant to Article 24 (Suspension); or
- (b) an Event of Default occurs and the Corporation gives notice to the Service Provider of the steps and actions it considers appropriate to mitigate, rectify and protect against the consequences of such Event of Default and to ensure performance of the Services to meet the requirements of this Agreement (or as close as possible to those requirements as the circumstances permit) and the Service Provider either:
 - (i) does not confirm, within five (5) business days of such notice, or such shorter period as is appropriate in the case of an emergency, that it is willing to take such steps and actions as are required in the notice or does not within such five (5) business days present an alternative plan that the Corporation may, within a further five (5) business days, accept or reject, acting reasonably; or

- (ii) fails to take the steps referred to or required in such notice or accepted alternate plan within such time as set out in such notice or accepted alternate plan or within such time as the Corporation, acting reasonably, will stipulate,

then the Corporation may take such steps as it considers necessary or expedient to mitigate, rectify or protect against the Event of Default either by itself or by engaging any third party service provider to take any such steps, which may include the Corporation or any third party service provider performing any of the Services (including suspended Services).

- 23.2 Alternative Service Provider Authorization and Release. If the Corporation or any third party service provider performs any of the Services (including suspended Services), the Service Provider hereby authorizes and directs the Corporation and all third party service providers to provide such Services (including suspended Services), in accordance with the Service Provider's obligations under this Agreement, on its behalf and as its agent, and hereby confirms and ratifies the acts (save and except unlawful acts) of the Corporation and the third party service provider to the extent those acts are in accordance with the Service Provider's obligations under this Agreement. The Service Provider hereby releases and forever discharges the Corporation and any third party service provider who performs any of the Services (including suspended Services) from any Claim whatsoever for any act performed in accordance with this Article 23 or for any alleged neglect or default in the course of any act performed pursuant to this Article 23.
- 23.3 No Release of Responsibilities. The exercise by the Corporation of any of its rights under this Article 23 will not reduce or affect in any way the Service Provider's responsibilities under this Agreement.
- 23.4 Costs. The Service Provider will pay the Corporation the amount of all direct costs and expenses reasonably incurred by the Corporation in exercising its rights under this Article 23 and an additional mark-up of 20% of such costs and expenses in respect of indirect costs and overhead not otherwise directly attributable to the exercise of such rights.
- 23.5 Access. If the Corporation exercises its rights under this Article 23, the Service Provider will immediately provide all passwords, encryption, licence and other keys, administrative access and rights and other similar required information related to any systems, networks, devices, software or services, and all access to the Facility and the Site, including all physical keys and security codes required for access, reasonably required for the Corporation to fully and completely exercise all of its rights under this Article 23.

ARTICLE 24

SUSPENSION

- 24.1 Event of Suspension. Upon an Event of Default, the Corporation may suspend the Services in whole or in part and such suspension will continue for such period of time that such Event of Default remains unremedied or the Corporation is of the reasonable

opinion that the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia is prejudiced or at risk of prejudice. The Corporation may suspend the Services with or without notice, provided that if the Corporation suspends the Services without notice the Corporation will promptly advise the Service Provider of any such suspension.

- 24.2 Suspension Resulting in Termination. Any suspension under this Article 24 that continues for a period of eighteen (18) months is deemed to be a termination under Article 25 (Term & Termination).

ARTICLE 25

TERM & TERMINATION

- 25.1 Term. The Term is set out in Schedule A (Business Terms).
- 25.2 Extension. At its discretion, upon twelve (12) months' notice to the Service Provider the Corporation will have the option to extend the Term for up to five (5) additional years, on the same terms and conditions provided that:
- (a) the extension will not include the further right of extension under this Article 25.2; and
 - (b) the Service Provider will not be entitled to FIC unless the Corporation and the Service Provider agree to an extension of the MIR, the MIR Allocation and the Strategic Plan applicable to the extension.
- 25.3 Termination by the Corporation. The Corporation may terminate this Agreement with notice upon the occurrence of any of the following events:
- (a) in the event any Applicable Law renders the performance of this Agreement wholly or partially illegal and as a result thereof, after the application of Article 29.7, the Corporation is reasonably likely to be materially deprived of the benefit of this Agreement;
 - (b) an Event of Default; or
 - (c) a suspension under Article 24 (Suspension) that continues for a period of eighteen (18) months.
- 25.4 Termination Rights upon Force Majeure. The Corporation may terminate this Agreement as provided in Article 26.2.
- 25.5 Extension of Services at Site after Term. Without limiting the Corporation's option under Article 25.2, on or before the commencement of the sixteenth (16th) Operating Year, the Corporation, may, at its discretion, determine that it is desirable for the Service Provider to continue to provide the Services at the Facility beyond the expiry of the Term. In that event, the Corporation will consult with the Service Provider about entering into a new services agreement. Subject to Article 25.2, if the parties fail to reach agreement by the

commencement of the seventeenth (17th) Operating Year, the Services will not be extended at the Facility beyond the Term.

- 25.6 Removal of Property. Upon expiry or earlier termination of this Agreement, the Corporation is at liberty to enter into the Facility and the common areas of the Site as required by the Corporation for purposes of removing the Gaming Supplies owned or supplied by the Corporation, should the Corporation choose to do so.
- 25.7 Return of Materials and Property. Within ten (10) business days following the expiry or earlier termination of this Agreement, the Service Provider will:
- (a) return to the Corporation all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the Corporation's Confidential Information;
 - (b) permanently erase all of the Corporation's Confidential Information, including the Corporation Data from its computer systems; and
 - (c) upon the Corporation's request, certify in writing that it has complied with the requirements of this Article 25.7.
- 25.8 Cooperation and Assistance. The Service Provider will provide reasonable cooperation and assistance to the Corporation, in the event of the Corporation's transition to an alternative service provider.
- 25.9 MIR Non-Compliance. Upon termination of this Agreement, if the Service Provider has failed to make its MIR Investments in the amounts, within the time frames, and as otherwise required by the Strategic Plan, the Service Provider is liable for and will pay the Corporation liquidated damages (the "**Estimated Damages**") calculated as the MIR Investments that the Service Provider was required to make in accordance with the Strategic Plan, but did not make, multiplied by 1.5. Within ten (10) days of such demand, the Service Provider will pay to the Corporation the Estimated Damages. The parties intend that the Estimated Damages constitute liquidated damages and not a penalty. The parties acknowledge and agree that the Corporation's harm or actual damages caused by the Service Provider's failure to make the MIR Investments would be impossible or very difficult to quantify accurately, and that the Estimated Damages are a reasonable estimate of the anticipated or actual harm or actual damages that arose from such a failure. The Service Provider's payment of the Estimated Damages is the Service Provider's sole liability and entire obligation and the Corporation's exclusive remedy for such a failure, but will not limit any other liability resulting from a termination of the Agreement.
- 25.10 Effect of Expiry or Termination. Expiry or earlier termination of this Agreement does not relieve either party from any of its obligations outstanding under this Agreement up to the date of expiry or earlier termination or limit the remedies allowed by law or equity to which a party may be entitled in relation to such obligations or in relation to the expiry or earlier termination of this Agreement.

ARTICLE 26 FORCE MAJEURE

- 26.1 Force Majeure. If either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or obligation required under this Agreement, by a Force Majeure, the party will, subject to Article 26.2, be relieved from the fulfilment of such term, covenant or obligation during the period of such interruption, and the period for like performance of any such term, covenant or obligation will be extended for a period equivalent to the period of such delay.
- 26.2 Termination Rights upon Force Majeure. If a Force Majeure prevents a party from performing all or substantially all of its obligations, covenants and agreements under this Agreement for more than one hundred and eighty (180) days, the Corporation will have the option of terminating this Agreement on thirty (30) days' notice to the Service Provider.

ARTICLE 27 TEMPORARY ABEYANCE

- 27.1 Event of Abeyance. Upon the request of the Service Provider and as the result of an event that has occurred or will occur that materially adversely affects the Service Provider, the Facility, or the Services, the Corporation may at its discretion temporarily hold the Service Provider's obligations and any other rights granted to the Service Provider pursuant to this Agreement in abeyance (but without extension of the Term), and such abeyance will continue for such period of time as the Corporation determines is reasonably necessary as a result of the adverse event. At any time, the Corporation may provide thirty (30) days' notice of the termination of the abeyance, in which case all obligations and rights granted under this Agreement will resume and the Service Provider will provide the Services in accordance with this Agreement.

ARTICLE 28 INDEMNITY & LIMITATION OF LIABILITY

- 28.1 Service Provider's Indemnity. The Service Provider will indemnify and save harmless the Corporation and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly:
- (a) any act or omission of the Service Provider or its Personnel or its subcontractors or their Personnel in relation to this Agreement, including:
 - (i) illegal acts or omissions, including illegal transactions; and
 - (ii) fraud, negligence, and/or wilful misconduct;
 - (b) any non-compliance by the Service Provider or its Personnel or its subcontractors or their Personnel with, or breach of, the provisions, covenants, representations and warranties contained in this Agreement, the Game Conditions, the BCLC Standards or Applicable Law;

- (c) any loss of or physical damage to property or assets, including Gaming Supplies, of the Corporation or its directors, officers, employees, representatives, consultants and agents, including at the Facility or the Site;
- (d) any Claims of any third party, including for loss of or physical damage to property or assets or injury (including death), including at the Facility or the Site;
- (e) the Service Provider's Marketing Programs and Promotional Programs, including any Contests;
- (f) any lost, stolen and otherwise unaccounted for monies or Chips, based on their face value;
- (g) any counterfeit monies or Chips accepted by the Service Provider, based on their face value;
- (h) any improper or unauthorized use or disclosure of Corporation Data or an Information Security Incident;
- (i) any violation of any Intellectual Property Right of any third party or the Corporation;
- (j) any obligations of the Service Provider relating to any labour or employment arrangements and the relevant Applicable Law;
- (k) any Winnings paid to Players who were ineligible to win such amounts because they (i) were barred or self-excluded, (ii) did not comply with the Game Conditions, or (iii) for any other reason pursuant to Applicable Law or the BCLC Standards were not permitted to enter or be present in the Facility or participate in Games at the Facility; and
- (l) any payments made by the Corporation on behalf of the Service Provider for which reimbursement is required under this Agreement or by Applicable Law,

except to the extent caused, or contributed to, by any negligent act or omission, or any wilful misconduct by the Corporation.

28.2 Corporation's Indemnity. Subject to Article 28.3, the Corporation will indemnify and save harmless the Service Provider and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly any wilful misconduct of the Corporation or any Person engaged or employed by the Corporation in the performance of the Corporation's obligations under this Agreement, except to the extent the Service Provider is liable to indemnify the Corporation under Article 28.1.

28.3 Limitation of Liability. The Service Provider acknowledges and agrees that the Corporation will not be liable to the Service Provider, whether in contract or in tort or on any other basis whatsoever, for:

- (a) loss or injury resulting from the installation, operation or removal of the Gaming Supplies or failure, malfunctions or interruptions in use or cessation of operation thereof nor reasonable defacement of the Facility caused by the installation, repair or removal of the Gaming Supplies; or
- (b) any indirect or consequential losses or damages, including loss of revenue, loss of profits, loss of use, loss of contract, loss of goodwill, loss of business or loss of business opportunity or any exemplary, punitive or special damages.

ARTICLE 29 GENERAL TERMS

- 29.1 No Fettering of Discretion. Nothing in this Agreement will fetter or otherwise interfere with or limit the rights, powers and authority of the Corporation to enact, amend, administer and enforce any laws, regulations or rules, and unless otherwise expressly provided for in this Agreement the Service Provider is not entitled to claim or receive any compensation or other relief whatsoever as a result of the Corporation enacting, amending, administering or enforcing any laws, regulations or rules.
- 29.2 Set Off. If, under this Agreement or any document delivered under this Agreement, the Service Provider becomes required to pay any sum of money to the Corporation, then such sum may, at the election of the Corporation, and without limiting or waiving any right or remedy of the Corporation under this Agreement, be set off against and will apply to any amounts owed by the Corporation to the Service Provider including the Commission, until such sum has been completely set off.
- 29.3 General Duty to Mitigate. In all cases where the Corporation may be liable to pay the Service Provider any amount, including for any costs, damages or compensation, or may be required to grant any extension of time for performance of the Service Provider's obligations, the Service Provider will use all reasonable efforts to mitigate such amount required to be paid by the Corporation and the length of the extension of time. Upon request from the Corporation, the Service Provider will promptly submit a detailed description, supported by all such documentation as the Corporation may reasonably require, of the measures and steps taken by the Service Provider to mitigate and meet its obligations under this Article 29.3.
- 29.4 Survival. The provisions of Article 1 (Interpretation); Articles 2.6, 3.2(a) and 6.3; Article 7 (Security & Surveillance); Article 9 (Financial Accounts & Records); Article 10 (Examinations); Article 12 (Protection, Use & Disclosure of Data & Information); Article 13 (Intellectual Property); Article 18.2; Article 21 (Alternative Dispute Resolution for ADR Disputes); Articles 25.5, 25.6, 25.7, 25.8, 25.9 and 25.10; Article 26 (Force Majeure); Article 28 (Indemnity & Limitation of Liability); Article 29 (General Terms); Schedule B (Service Provider Ownership Information); Schedule C (Privacy Protection Schedule) and Schedule D (Definitions) and, without limiting the foregoing, all representations and warranties and indemnities in this Agreement that are indicated to survive after the expiry or earlier termination of this Agreement and all rights accrued prior to expiry or earlier termination of this Agreement will survive the expiry or earlier termination of this Agreement.

- 29.5 Notice. All notices hereunder will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Article):

If to the Corporation: British Columbia Lottery Corporation
74 West Seymour Street
Kamloops, BC V2C 1E2

Attention: Legal Services

E-mail: legalservices@bclc.com

If to the Service Provider: Parq Vancouver ULC
39 Smithe Street
Vancouver, BC V6B 0R3

Attention: Joe Brunini

E-mail: jbrunini@parqvancouver.com

Notices sent in accordance with this Article are deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt), (b) when received, if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient, or (d) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 29.6 Time of the Essence. Time is of the essence in this Agreement.

- 29.7 Severability. If any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision is ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

- 29.8 Waiver. A waiver by a party hereto of any right, benefit or default under this Agreement on any particular occasion will not be deemed or construed to be a waiver of any such right, benefit or default thereafter or a waiver of any other right, benefit or default, as the case may be. A waiver of any right, benefit or default under this Agreement on any particular occasion will not be effective against the Corporation unless the waiver is in writing and executed by an authorized signatory of the Corporation.

- 29.9 Entire Agreement. This Agreement and the instruments and documents to be executed pursuant to it constitutes the entire agreement between the Service Provider and the Corporation with respect to all matters contained herein, and supersedes all other communications, representations, agreements and understandings, oral or written,

between the parties hereto or their respective representatives with respect to the matters herein. All prior services agreements between the Corporation and the Service Provider with respect to services at the Facility, including any Previous Agreement, are hereby terminated.

- 29.10 Amendments. This Agreement may only be amended by an agreement of the parties in writing.
- 29.11 Governing Law. This Agreement is made under and is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 29.12 Attornment. For the purposes of any legal actions or proceedings brought by either party against the other party in accordance with this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.
- 29.13 Further Actions. The parties hereto will execute and deliver all such further documents, do or cause to be done all such further acts and give all such further assurances as may be necessary to give full effect to the intent of this Agreement.
- 29.14 Remedies. The remedies to which any party hereto may resort are cumulative and not exclusive of any other remedies allowed by law or equity to which such party may be entitled, and such party would be entitled to pursue any of its remedies concurrently, consecutively and alternatively.
- 29.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which will together constitute one and the same instrument.

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 7th day of MAY, 2018.

Witness:


Signature
MICHELE DUNCAN

Print Name
2940 VIRTUAL WAY

Address VANCOUVER, BC V5M 0A6

BRITISH COLUMBIA LOTTERY
CORPORATION

by its authorized signatories:

Per: 
Name: BRAD DESMARAIS

Per: 
Name: JIM LIGHTBODY

Witness:

Signature

Print Name

Address

PARQ VANCOUVER ULC as General
Partner and on behalf of
Parq Vancouver Limited Partnership
by its authorized signatories:

Per: 
Name: Rob Oseland

Per:
Name: Richard McIntyre

Per:
Name: Paul Bouzanis

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 17th day of May, 2018.

Witness:	)	BRITISH COLUMBIA LOTTERY
	)	CORPORATION
	)	by its authorized signatories:
)	
Signature	)	Per: _____
	)	Name: _____
Print Name)	
	)	Per: _____
Address	)	Name: _____

Witness:	)	PARQ VANCOUVER ULC as General
	)	Partner and on behalf of
	)	Parq Vancouver Limited Partnership
	)	by its authorized signatories:
)	
Signature	)	Per: <u>Rob Oseland</u>
<u>Steve Manzanarez</u>	)	Name: Rob Oseland
Print Name)	
<u>6650 Via Austi Pkwy Suite 150</u>	)	Per: _____
Address)	Name: Richard McIntyre
<u>Las Vegas, NV. 89119</u>)	
)	Per: _____
)	Name: Paul Bouzanis

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)	CORPORATION
)	by its authorized signatories:
)	
Signature)	Per: _____
)	Name: _____
Print Name)	
)	Per: _____
Address)	Name: _____

Witness:	)	PARQ VANCOUVER ULC as General
	)	Partner and on behalf of
	)	Parq Vancouver Limited Partnership
	)	by its authorized signatories:
)	
Signature	)	Per: _____
JENNIFER MORONEY	)	Name: Rob Oseland
Print Name)	
385 THE CREST MALL TORONTO, ON	)	Per: <u>R. McIntyre</u>
Address M9B 6J4	)	Name: Richard McIntyre
)	
	)	Per: _____
	)	Name: Paul Bouzanis

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 17th day of May, 2018.

Witness:	)	BRITISH COLUMBIA LOTTERY
	)	CORPORATION
	)	by its authorized signatories:
)	
Signature	)	Per: _____
	)	Name: _____
Print Name)	
	)	Per: _____
Address	)	Name: _____

Witness:	)	PARQ VANCOUVER ULC as General
	)	Partner and on behalf of
	)	Parq Vancouver Limited Partnership
	)	by its authorized signatories:
)	
Signature	)	Per: _____
Print Name	)	Name: Rob Oseland
Address)	
	)	Per: _____
	)	Name: Richard McIntyre
)	
	)	Per: _____
	)	Name: Paul Bouzaris

CONFIDENTIAL**Schedule A**
Business Terms**A1. Facility Location and Name**

A1.1 The Facility at which the Service Provider will provide the Services is named:

PARQ VANCOUVER

and is located at the following Site:

39 Smithe Street, Vancouver, BC V6B 0R3

A2. Term

A2.1 The term of the Agreement is twenty (20) years, commencing on the 17th day of May, 2018 and ending on the 16th day of May, 2038 subject to suspension or early termination as provided in the Agreement, unless extended under Article 25.2 of this Agreement or terminated in accordance with the provisions of this Agreement (the "Term")

A3. Gaming Supplies

A3.1 The Corporation authorizes the Service Provider to provide the Services for the following Games:

- (i) electronic gaming devices, which include slot machines and electronic table games;
- (ii) table games, which include standard traditional table games and electronically assisted table games;
- (iii) bingo games, which include paper bingo games, bingo paper side games and electronic pull tabs (BETS); and
- (iv) those other classes and subclasses of Games as may be Prescribed by the Corporation.

A3.2 The provision of Gaming Supplies by the Corporation is not intended to create any separate supply of a good or service.

A4. Remuneration

A4.1 The Corporation will pay the Service Provider for the Services as follows:

- (i) For electronic gaming devices:
 - (A) 25% of the Net Win from slot machines; and

- (B) 25% of the Net Win from electronic table games;
 - (ii) For table games:
 - (A) 42.5% of the Net Win from electronically assisted table games;
 - (B) 42.5% of the Net Win from Category A standard table games except for the following table games when offered as a Category A table game:
 - (i) 62.5% of the Net Win from low limit blackjack as defined in BCLC Standards;
 - (ii) 77.5% of the Net Win from craps; and
 - (iii) 77.5% of the Net Win from community poker as defined in BCLC Standards.
 - (C) 40.0% of the Net Win from Category B standard table games except for the following table games when offered as a Category B table game:
 - (i) 75% of the Net Win from craps.
 - (iii) a portion of the Net Win from bingo games, calculated as follows:
 - (A) 90% of weekly Net Win from bingo games on the first \$10,000.00 of weekly Net Win from bingo games;
 - (B) 45% on weekly Net Win from bingo games in excess of \$10,000.00 of weekly Net Win from bingo games;
 - (C) 60% of weekly Net Win from bingo paper side games; and
 - (D) 25% of weekly Net Win from electronic pull tabs (BETS)
 - (iv) 5% of the Net Win (the "FIC"), which is contingent on the Service Provider participating in the MIR Program and making the MIR Investments on the timeframes and manner set out in the Strategic Plan and otherwise in accordance with the MIR Program; and
 - (v) for all other classes or subclasses of Games, the percentage of Net Win for that class or subclass of Game as may be Prescribed by the Corporation
- (items (i) through (v) above, being together the "**Commission**").

A5. Loyalty Programs

- A5.1 The initial terms of the Loyalty Programs will provide, *inter alia*, that, the Service Provider and the Corporation will, share the cost of Free Play on the following terms:
- (i) The Service Provider will not be charged for:

- (A) Service Provider-awarded Free Play Redeemed up to a maximum of 2% of the Net Win from all slot machines and electronic table games;
 - (B) Service Provider-awarded Free Play Redeemed up to a maximum of 0.3% of the Net Win from all table games; or
 - (C) Service Provider-awarded Free Play Redeemed up to a maximum of the percentage Prescribed by the Corporation of the Net Win from all other classes or subclasses of Games.
- (ii) If the Service Provider-awarded Free Play Redeemed during the applicable period is in excess of the applicable amount in Article A5.1(i)(A), (B) or (C), the Service Provider will pay the Corporation 47% of the amount by which the Service Provider-awarded Free Play Redeemed exceeds the applicable amount in Article A5.1(i)(A), (B) or (C).
- A5.2 The Service Provider and the Corporation will share F&B Redeemed on the following terms:
- (i) The Corporation will compensate the Service Provider for 50% of F&B Redeemed, based on a calculation of 85% of the retail menu price, up to a maximum amount Prescribed by the Corporation per facility per Operating Year.
 - (ii) If the Service Provider does not directly provide food and beverage service, the Service Provider will contract for the F&B Redeemed and will bear all costs in addition to the compensation by the Corporation under Article A5.2.
- A5.3 The Corporation may amend the terms of the Loyalty Programs, including the levels of contribution by both the Service Provider and the Corporation, at its discretion, provided that the Corporation will give not less than sixty (60) days' notice to the Service Provider, and will provide an opportunity for the Service Provider to provide comments on such amendments within thirty (30) days after the notice. The Corporation will, acting reasonably, take the Service Provider's comments into consideration having regard to a cost-sharing that is a reflection of the benefits to each party that may be obtained from the amendment to the Loyalty Program. The Service Provider will provide all food, beverage, goods and services required by the Loyalty Programs directly, or will enter into contracts acceptable to the Corporation for such food, beverage, goods and services and will bear all costs related thereto except to the extent provided for in the Loyalty Programs.
- A6. MIR Program**
- A6.1 The Corporation will, in accordance with the BCLC Standards, administer the MIR Program. The Service Provider will comply with the MIR Program. The parties acknowledge and agree that the FIC is not an advance or reimbursement for any particular MIR Investment made by the Service Provider.
- A6.2 The MIR is [\$_____] for the Term, with the MIR Allocation to be in accordance with the Strategic Plan.

- A6.3 In the event the Facility is a new facility, or the Facility has been relocated, within 30 days after the end of the second full Operating Year of this Agreement, the Corporation will calculate the MIR in accordance with the BCLC Standards and as otherwise Prescribed by the Corporation.
- A6.4 In the event that a Service Provider seeks the Corporation's consent pursuant to Article 17.2 for a transfer, sale, assignment or other disposition of this Agreement, then the Corporation shall be entitled to recalculate and redistribute the resulting MIR in accordance with the BCLC Standards.
- A6.5 Over the Term, the Service Provider will make the specific MIR Investments on the timeframes and otherwise in the manner set out in the Strategic Plan.
- A6.6 Under no circumstances will the Corporation reimburse the Service Provider in respect of any particular MIR Investment and the Corporation will not be responsible for payment of any particular MIR Investment.
- A6.7 If a MIR Event occurs, the parties proceed with the ADR Procedure for the MIR Event and the parties fail to resolve the MIR Event by the step set out in Article 21.5 (Step Three - CEO), the Corporation may at its discretion suspend payment of the FIC until the Service Provider makes all such MIR Investments it had committed to make by such date in its Strategic Plan. The Service Provider acknowledges that the benefits of the MIR Investments to the Corporation depend on the timing of the MIR Investments. If the Corporation suspends payment of the FIC under this Article A6.7, the Service Provider has no right to receive such suspended FIC after making the MIR Investments it had committed to make.
- A6.8 Without duplicating the foregoing, the Service Provider acknowledges that the FIC replaces the facilities development commission and accelerated facilities development commission (the "FDC/AFDC") that was included in the Corporation's policies or the operating services agreement between the parties that was in effect up to and including the effective date (the "**Previous Agreement**"). The Service Provider expressly acknowledges and agrees that in consideration of the mutual covenants and agreements contained in this Agreement, including the FIC, the Commission and the Term of this Agreement, the Service Provider hereby agrees that the Corporation no longer has any obligation to the Service Provider with respect to any FDC/AFDC balances that had accrued under the Previous Agreement, and releases and discharges the Corporation and its affiliates, subsidiaries, licensees, directors, officers, employees, representatives, agents, insurers, assigns and successors, from all Claims of or from the Service Provider or any other Person, directly or indirectly arising out of or in connection with the Previous Agreement and the FDC/AFDC. If there was no Previous Agreement between the Parties, this Article 6.8 does not apply.

A7. Automated Teller Machines

- A7.1 Subject to compliance with Applicable Law, the Service Provider has the exclusive right to install and operate cash dispensing machines known as of the Effective Date as "automated teller machines" in the Facility.

A8. Transition Provisions

- A8.1 The provisions of Attachment A-2 (Transitions Provisions) will apply for purposes of transition from the Previous Agreement to this Agreement.

**Attachment A-1
Strategic Plan**

**Attachment A-2
Transition Provisions**

Despite the provisions of Article 3.2 of the Agreement, which requires the Service Provider to provide all the Services in compliance with the Agreement, the parties acknowledge that the Service Provider requires additional time to implement certain provisions of this Agreement while transitioning from the Previous Agreement.

Now therefore, the Corporation and the Service Provider agree to postpone a party's compliance with the provisions of the Agreement as follows:

Sequence	Agreement Provision	The timeframe within, or date by, which a party will be in compliance with each referenced provision is set out below.
1	Article 4.1- Annual Business Plan	For first Operating Year the Annual Business Plan must be provided on or before January 1 2019.
2	Article 4.2 Strategic Plan	For first Operating Year the Strategic Plan must be provided within thirty (90) days after the Effective Date.
3	Article 5.5 Maintenance Use and Repairs	The Service Provider shall make commercially reasonable efforts to execute and deliver the tripartite agreement referenced in Article 5.5 as soon as possible but in any event, no later than the date such current lease is renewed, renegotiated or extended.
4	Article 5.7- Non-Disturbance Agreement	The Service Provider shall make commercially reasonable efforts to execute and deliver the tripartite agreement referenced in Article 5.7 as soon as possible but in any event, no later than the date such current mortgage is renewed, renegotiated or extended.
5	Article 7.2 – Lease of Equipment	The Service Provider shall make commercially reasonable efforts to amend its existing equipment lease(s) to incorporate the provisions of Article 7.2 upon the Effective Date or as soon as possible thereafter, but in any event no later than the date such equipment lease is renewed or extended.
6	Article 8.3 – Gaming Accounts	Effective Date plus fourteen (14) days
7	Article 8.4 – Gaming Bankroll	Effective Date plus fourteen (14) days

8	Article 12.6 – Disaster Recovery and Backup	The Service Provider will be in full compliance with Article 12.6 within ninety (90) days after the Effective Date.
9	Article 14.5 – Standard Training Programs	The Service Provider will be in full compliance with Article 14.5 within ninety (90) days after the Effective Date.
10	Article 14.7 – Appointment of Compliance Officer	The Service Provider will be in full compliance with Article 14.7 within ninety (90) days after the Effective Date.
11	Article 17.3 – Ownership Constraint	August 1, 2018
12	Article 19.2 (a) – Notice of Material Contracts	Effective Date plus fourteen (14) days
13	Article 19.3 – Provision of Material Contracts	Effective Date plus fourteen (14) days

Schedule A

14	A6.2 – MIR	MIR amount to be determined within twenty one (21) days after Effective Date
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Schedule B
Service Provider Ownership Information

Holders of Significant Interest

The Service Provider hereby represents and warrants that:

- (i) the following Persons, and no others, directly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;

<u>Name of Holder of Interest</u>	<u>Percentage and Class of Ownership Interests</u>
PBC	31.9%
Paragon	22.1%
Dundee	46.0%

- (ii) the following Persons, and no others, indirectly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;

<u>Name of Holder of Interest</u>	<u>Percentage and Class of Ownership Interests and Description of Indirect Interest</u>
[]	[]%

- (iii) all subsidiaries and affiliates of the Service Provider are listed below:

Subsidiaries:

Affiliates:

Schedule C

Privacy Protection Schedule

The parties acknowledge and agree that this Schedule is the Corporation's standard form privacy protection schedule, and that for purposes of interpreting this Schedule "Public Body" and "BCLC" mean the Corporation and "Contractor" means the Service Provider.

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
 the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and BCLC's Information Systems Security requirements

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act;
 - (b) BCLC's Information Systems Security requirements in respect of the personal information as may be provided to the Contractor from time to time; and
 - (c) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

Schedule D
Definitions

- (a) **"ADR Dispute"** means a dispute that is a dispute relating solely to:
 - (i) an ADR Event;
 - (ii) a MIR Event;
 - (iii) a Payment Dispute; or
 - (iv) at the Corporation's option, a Material Breach;
- (b) **"ADR Event"** means any of:
 - (i) the failure of the Service Provider to cure a Compliance Breach set out in the Default Notice by the date stipulated in the Default Notice or by such longer period of time agreed to by the Corporation under Article 20.2;
 - (ii) the Service Provider commits the same or a substantially similar Compliance Breach more than three (3) times in any rolling six (6) month period, even if any such Compliance Breach has been cured; or
 - (iii) if the Corporation does not accept an Annual Business Plan within one hundred and eighty (180) days of receipt thereof or if Corporation and the Service Provider are unable to agree to revisions to an Annual Business Plan pursuant to Articles 4.4 or 4.5 as applicable;
- (c) **"ADR Procedure"** means the alternative dispute resolution procedure set out in Article 21 (Alternative Dispute Resolution for ADR Disputes) to this Agreement;
- (d) **"Agreement"** means this Operational Services Agreement, including all schedules;
- (e) **"Annual Business Plan"** means the annual business plan, including operating budget, business plan and marketing plan for the Facility, accepted by the Corporation pursuant to Article 4.4;
- (f) **"Applicable Law"** means any domestic or foreign law, treaty, statute, subordinate legislation, regulation, rule, bylaw, standard, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or juridical, arbitral, administrative, ministerial or departmental judgment, order, award, decree, directive or other requirement or guideline issued by any governmental, regulatory, legislative or executive authority, professional or standard-setting body or other crown agency, judicial, quasi-judicial, administrative body, which applies to or is otherwise intended to govern or regulate either of the parties, the Facility, Gaming, the Site, or the Services, whether or not having the force

of law, and including the *Criminal Code*, the *Gaming Control Act*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and all regulations, directives and rules made thereunder, and all guidance and requirements of the Gaming Policy and Enforcement Branch or any successor thereto;

- (g) **"BCLC IP"** means all Intellectual Property Rights which (i) the Corporation owned or licensed prior to this Agreement, (ii) which are acquired, conceived, created, developed or first reduced to practice by or on behalf of the Corporation outside the scope of this Agreement during the Term or (iii) which are acquired, conceived, created, developed, or first reduced to practice by or on behalf of the Service Provider (or its Personnel or subcontractors or their Personnel) in the course of providing the Services under this Agreement, and expressly includes the Computer System, any Corporation Data, BCLC Standards, Games, Lottery Schemes, Licensed IP (from anyone other than Service Provider), Approved Corporation Trademarks and the Loyalty Programs and the Corporation's Promotional Programs and Marketing Programs;
- (h) **"BCLC Services Manual"** means the document Prescribed as such by the Corporation;
- (i) **"BCLC Standards"** means any standards, policies, procedures, guides, guidelines and manuals relating to the Services or governing the operation of the Facility and Games, as included in the BCLC Services Manual and Prescribed as such by the Corporation;
- (j) **"CASL"** means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)*;
- (k) **"Category A"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (l) **"Category B"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (m) **"Chips"** mean chips, markers, electronic gaming device (EGD) gaming tickets, plaques, tokens and other tender or rights that are convertible into cash, as Prescribed by the Corporation;
- (n) **"Chip Liability"** means at any time, an amount in cash equal to the face value of Chips provided by the Service Provider in exchange for cash or cash equivalent;
- (o) **"Claims"** means claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments,

prosecutions, information or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, charges, injuries (including death), damages or losses, contingent or otherwise, including loss of revenue, loss of value, loss of use, loss of profit, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all actual costs incurred in examining or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(p) **"Compliance Breach"** means:

- (i) failure to comply with the BCLC Standards identified in Appendix A of the BCLC Services Manual; or
- (ii) failure to comply with any Game Condition;

(q) **"Computer System"** means all the software, services, devices, equipment, network resources, data or materials owned or controlled by the Corporation and used in the operation, maintenance, monitoring or protection of its business, including:

- (i) the central computer system of the Corporation;
- (ii) the GMS;
- (iii) the casino reporting system;
- (iv) any computer system used by the Corporation to record Game transactions, including bingo cards, bingo tickets or electronic bingo slips issued or validated by a computer terminal;
- (v) computers controlled and maintained by the Corporation to which Games in the Facility are connected for the purpose of providing certain instruction and recording data related to the operation of such Games; and
- (vi) any other computer system utilized by the Corporation;

(r) **"Confidential Information"** means all non-public confidential information disclosed or made available by the Disclosing Party in oral, visual, written, electronic or other tangible or intangible form, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", to the Recipient in connection with the provision of the Services and this Agreement, together with notes, analyses, summaries, reports and other materials prepared by the Recipient that contain, are based on or otherwise reflect, to any degree, any of the foregoing, provided that Confidential Information does not include information that is:

- (i) independently created by a Recipient without use or reliance on the Disclosing Party's Confidential Information;
- (ii) in the public domain;
- (iii) known to the Recipient at the time of disclosure; or
- (iv) rightfully obtained by the Recipient on a non-confidential basis from a third party,

and the Corporation's Confidential Information is deemed to include the Corporation Data.

- (s) **"Contest"** means a contest, lottery, game of chance or skill, or mixed chance and skill, or the disposition of any product or other benefit by any mode of chance, skill or mixed chance and skill, that is not a Lottery Scheme;
- (t) **"Corporation Data"** means any information, data, or materials (in any format and including metadata) generated, captured, organized, transmitted or recorded in connection with (i) the operation of the Facility, BCLC IP, Gaming Supplies, the Computer System or any Game (wherever and howsoever such data is transmitted or located), and (ii) the Loyalty Programs, including any such information, data or materials generated, captured, organized, transmitted or recorded by the SP Systems; and without limiting the generality of the foregoing, "Corporation Data" includes (A) Player Information, (B) information, data or materials related to the surveillance, monitoring or controlling of access to and operation of the Facility and the Games in the Facility, and (C) information, data or materials created, acquired, developed or generated by or on behalf of the Service Provider in the course of providing the Services, but excludes human resources files maintained in respect of Personnel and SP Surveillance Data;
- (u) **"Default Notice"** means a notice provided by the Corporation of a Compliance Breach and/or Material Breach;
- (v) **"Disclosing Party"** means the Corporation or the Service Provider, as applicable, that discloses or makes available Confidential Information;
- (w) **"Effective Date"** means the date of this Agreement;
- (x) **"Event of Default"** means the occurrence of any of the following events:
 - (i) if:
 - (A) the Service Provider fails to cure a Material Breach set out in the Default Notice by the date stipulated in the Default Notice or by such longer period of time agreed to by the Corporation under Article 20.2;

- (B) a longer period of time is agreed to by the Corporation under Article 20.2 and the Service Provider fails to make commercially reasonable efforts to cure the Material Breach within such longer period of time; or
 - (C) the Service Provider commits the same Material Breach three (3) or more times in a six (6) month period;
- (ii) if the Service Provider refers an ADR Dispute to the ADR Procedure in Article 21 (Alternative Dispute Resolution for ADR Disputes), and the matter has not been referred to a Referee, and/or a Referee Dispute Notice has been sent, and/or no resolution has been obtained within three (3) months;
- (iii) any direct or indirect transfer, sale, assignment or other disposition of this Agreement or any disposition or acquisition of any Significant Interest, grant of a security interest or subcontracting contrary to the provisions of Article 17 (Transfer, Sale & Assignment) or Article 18 (Subcontractors), as applicable;
- (iv) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider;
- (v) during an examination by the Corporation, information arises about the Service Provider, its Personnel, or its subcontractors or their Personnel, that in the reasonable opinion of the Corporation, would prejudice the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
- (vi) any of the Service Provider, its Personnel, its subcontractors or their Personnel is charged with an offence which, in the reasonable opinion of the Corporation, prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
- (vii) the Service Provider is unable to provide, ceases to provide, or breaches the terms of the licences in Articles 5.1, 5.2 or 5.3 other than by reason of a Force Majeure;
- (viii) the Service Provider or any officer or director of the Service Provider has made a material misrepresentation on any documentation submitted to the Corporation by or on behalf of the Service Provider;
- (ix) any of the assets of the Service Provider are seized or distrained, or if the Service Provider (A) becomes insolvent or bankrupt, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a

- general assignment for the benefit of its creditors, (E) applies for, or consents to, or is subject to a court order for, or if any encumbrance holder or lender takes any steps in court or otherwise for, the appointment of a monitor, liquidator, custodian, trustee or receiver for a substantial part of its property or business, or (F) is dissolved or liquidated, or takes any corporate action for such purpose;
- (x) the Service Provider is no longer registered as a gaming services provider under the *Gaming Control Act*; or
 - (xi) the wilful default of the Service Provider to give notice to the Corporation of any event as required by Article 4.6;
- (y) "Facility" means the portion or portions of the Site Prescribed by the Corporation:
- (i) in which Gaming may occur; or
 - (ii) which are required for purposes of security, surveillance, monitoring or controlling of access to Gaming or otherwise required for the Corporation to conduct, manage and operate Lottery Schemes;
- (z) "FIC" has the meaning given in Schedule A (Business Terms);
- (aa) "FIPPA" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (bb) "Fiscal Year" means a fiscal year of the Corporation, which starts on April 1 and ends on March 31;
- (cc) "Force Majeure" means riots, insurrections, interventions by a governmental authority, acts of God or other cause or causes beyond the party's reasonable control, but not including any event that is the result of breach of this Agreement or breach of law, economic hardship or lack of financing, equipment failure, unavailability of personnel, labour or subcontractors or labour disputes, strikes or lock-outs of the Service Provider's Personnel or the Personnel of its subcontractors;
- (dd) "Free Play" means rights provided to a Player or other customer without charge, but which cannot be redeemed by Players for cash or paid out from their accounts, under the Loyalty Programs, Marketing Programs (excluding Promotional Programs) or Contests, and which rights may be redeemed for participation in Games or for food and beverage products at the Facility or for other products Prescribed by the Corporation;
- (ee) "F&B Redeemed" means the face value, expressed in currency, of Free Play redeemed by Players for food and beverage products at the Facility;

- (ff) **"Free Play Redeemed"** means the face value, expressed in currency, of Free Play redeemed by Players for participation in Games at the Facility;
- (gg) **"Game Conditions"** means the instructions, criteria, conditions, information, prize entitlement, descriptions, explanations, guides, standards, policies, rules of play, procedures or qualifications of a Game or related promotional scheme, Prescribed by the Corporation, which govern a Player's participation and the Player's entitlement to claim a prize in a Game or promotional scheme;
- (hh) **"Games" or "Gaming"** means any Lottery Schemes conducted, managed and operated by the Corporation in the Facility pursuant to this Agreement, including the Loyalty Program, slot machine games, table games, electronic table games and such other class of Games as may be conducted, managed and operated by the Corporation;
- (ii) **"Gaming Accounts"** means the bank account or accounts of the Corporation Prescribed by the Corporation for purposes of this Agreement, each such account to be in the name of and for the sole benefit of the Corporation;
- (jj) **"Gaming Bankroll"** means the cash float owned by and supplied by the Service Provider for the purposes of making change, redeeming Chips and paying Winnings;
- (kk) **"Gaming Supplies"** means gaming supplies as defined in the *Gaming Control Act*;
- (ll) **"GMS"** means such gaming management software and infrastructure system as may be specified in the BCLC Standards;
- (mm) **"Ineligible Jackpots"** means, for a specified period, any amounts won by, but not paid to, Players, by reason that the Players were ineligible to win such amounts because they were barred or self-excluded, did not comply with the Game Conditions, or for any other reason pursuant to Applicable Law or the BCLC Standards;
- (nn) **"Information Security Incident"** means the unauthorized or unlawful loss, destruction, access, use, disclosure, or modification of any Corporation Data, SP Surveillance Data, or other data or information relating to Gaming at the Facility, in each case, to the extent within the possession or control of the Service Provider, its Personnel or its subcontractors or their Personnel, or residing on the SP Systems;
- (oo) **"Intellectual Property Rights"** means all Canadian and worldwide rights now and arising in the future to all (i) patents, inventions (whether patentable or unpatentable, whether or not reduced to practice, and/or whether developed alone or jointly with others), (ii) trademarks, trade dress, designs, and all related goodwill, (iii) copyrights and other similar rights of authorship, including moral rights, (iv) integrated circuit designs and other similar rights, (v) software, algorithms, routines, programs, code (and notes), system architecture, logic

flow, data and databases, (vi) trade secrets, (vii) all copies, tangible embodiments, modifications, enhancements, derivative works of any of the foregoing, (viii) all rights to sue and collect remedies for any infringement of any of the foregoing, and (ix) applications, disclosures, reissuances, renewals, continuations, continuations-in-part, divisions, or revisions to any of the foregoing;

- (pp) **"Leased Games"** means leased or licensed proprietary Games supplied by the Corporation to the Facility;
- (qq) **"Licensed IP"** means any Intellectual Property Rights licensed by the Corporation used in connection with the operation of the Facility;
- (rr) **"Lottery Scheme"** has the meaning ascribed in section 207(4) of the *Criminal Code*;
- (ss) **"Loyalty Programs"** means the promotional loyalty programs, which may be Promotional Programs, conducted, managed and operated by the Corporation, a portion of which programs are initially set out in Article A5 of Schedule A (Business Terms) and which may be amended as Prescribed by the Corporation;
- (tt) **"Marketing Programs"** means marketing programs advertising one or more facilities operated by the Service Provider, and do not include Promotional Programs;
- (uu) **"Material Breach"** means the occurrence of any of the following events:
 - (i) if the Service Provider:
 - (A) fails to comply with any BCLC Standards (other than a Compliance Breach);
 - (B) fails to comply with Applicable Law;
 - (C) fails to comply with any provision of this Agreement;
 - (D) fails to comply with any provision of any Material Contract or if any of the Service Provider's affiliates fails to comply with any provision of any Material Contract; or
 - (E) fails to comply with Article 7 (Security & Surveillance), Article 10 (Examinations) or Article 12 (Protection, Use & Disclosure of Data & Information);
 - (ii) any officer or director of the Service Provider, is charged with an offence which prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;

- (iii) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider's Personnel, the Service Provider's subcontractors or their Personnel;
- (iv) the failure to maintain the Gaming Bankroll as required by Article 8.4;
- (v) a material adverse change in the financial condition of the Service Provider or in the business operations of the Service Provider, which in the Corporation's opinion affects the ongoing viability of this Agreement or any Services; or
- (vi) the Service Provider discontinues business operations or fails to provide the Services by reason other than a Force Majeure or a temporary abeyance in accordance with Article 27;
- (vv) "MIR" is the minimum investment requirement for purposes of the MIR Program, in the amount determined in accordance with Schedule A (Business Terms);
- (ww) "MIR Allocation" means the allocation of MIR Investments throughout the Term as set out in the Strategic Plan;
- (xx) "MIR Event" means the first time the Service Provider fails to make MIR Investments in accordance with the Strategic Plan, or the then-effective Annual Business Plan for one year or more; provided that if this occurs in the eighteenth (18th), nineteenth (19th) or twentieth (20th) Operating Year, or if such event is the second time that one of the foregoing events has occurred, such event will also be deemed to be an Event of Default;
- (yy) "MIR Investments" means the additional eligible investments by the Service Provider in the Facility, Site and the Services pursuant to the MIR Program;
- (zz) "MIR Program" means a program specific to the Service Provider, and in accordance with this Agreement, the Strategic Plan, the BCLC Standards and as Prescribed by BCLC, for purposes of providing the Service Provider with an incentive to increase Revenue by making additional investments in the Facility, Site and the Services;
- (aaa) "Net Win" for a specified period, means the aggregate of all Revenue, less the aggregate of all Winnings, less any Free Play Redeemed, less all accrued Player contributions to progressive jackpot Games and less the Ineligible Jackpots, with all such amounts adjusted to be net of any applicable sales or value-added tax and of all other applicable taxes;
- (bbb) "Operating Year" means each period commencing on [●] and ending on the immediately following [●]; provided, however, that (i) the first Operating Year will be the period commencing on the Effective Date and ending on the immediately following [●] and (ii) if this Agreement expires or otherwise terminates on a date other than [●], the last Operating Year will be the period

commencing on the [•] that immediately precedes the date of such expiry or termination and ending on the date of such expiry or termination;

- (ccc) **"Payment Dispute"** means a dispute over a statement of account or invoice provided pursuant to Article 8 (Financial Matters & Obligations) or the calculation of any amount owing or payable by either party pursuant to this Agreement;
- (ddd) **"Person"** includes an individual, corporation, body corporate, firm, partnership, society or other incorporated body, limited liability company, governmental authority, association, union, syndicate, joint venture, trust, trustee, executor, administrator or other legal representative, as the context requires;
- (eee) **"Personal Information"** has the meaning given to the term "personal information" in FIPPA;
- (fff) **"Personnel"** means the individuals who are employees and independent contract personnel and who perform any of the Services;
- (ggg) **"Plans"** means the Annual Business Plan and the Strategic Plan;
- (hhh) **"Player"** means an individual who participates in Games or has enrolled in the Loyalty Program or any Promotional Program;
- (iii) **"Player Information"** means all Personal Information of the Players and other customers, including all information specifically and uniquely related to Players relating to or arising from their individual participation in Games and enrollment in the Loyalty Program or Promotional Programs;
- (jjj) **"Prescribe", "Prescribes" or "Prescribed"** means expressly specified, designated or approved in writing by the Corporation;
- (kkk) **"Promotional Program"** means incentive programs Prescribed by the Corporation that allow a Player to earn points or other incentive rewards (i) as a result of participating in any Game, (ii) that may be redeemed or otherwise utilized by a Player for the purpose of participating in any Game, or (iii) which points or incentive rewards are convertible or exchangeable pursuant to the terms of such incentive program;
- (lll) **"Recipient"** means the Corporation or the Service Provider, as applicable, that receives Confidential Information;
- (mmm) **"Revenue"** means, for a specified period, all monies, together with any Free Play Redeemed and the face value of all Chips collected or received from Players participating in Games by either the Corporation, or by the Service Provider on behalf of and as agent for the Corporation;
- (nnn) **"SP Surveillance Data"** means any information, data or materials (in any format) captured or recorded by monitoring, security or surveillance equipment

located at the Site (whether or not owned or controlled by the Corporation, the Service Provider or any other Person), but does not include Corporation Data or information, data or materials derived directly or indirectly from Corporation Data;

- (ooo) **"SP Systems"** means the information technology infrastructure used by or for the Service Provider, including the Service Provider's computers, software, databases, electronic systems (including database management systems) and networks;
- (ppp) **"Services"** means (i) administering and carrying on the day-to-day operations of the Facility and the Games in the Facility, (ii) all obligations, covenants and agreements of the Service Provider set out in or required by this Agreement, and (iii) all ancillary services, activities, functions, duties and responsibilities that are necessary or reasonably inherent in the performance of the foregoing operations, obligations, covenants and agreements or otherwise in connection with the proper, secure and efficient operation of Gaming in the Facility;
- (qqq) **"Site"** means the whole of the lands and buildings as described in Schedule A (Business Terms), including all ancillary facilities thereto;
- (rrr) **"Strategic Plan"** means the Service Provider's strategic business plan for the Facility for the Term, a copy of which is attached as Attachment A-1 Strategic Plan, including the MIR Allocation schedule, subject to revision only in accordance with Article 4.
- (sss) **"Term"** means the term of this Agreement as described in Schedule A (Business Terms); and
- (ttt) **"Winnings"** means, for a specified period, the amount of money payable to a Player as a consequence of a Player participating in Games and the performance by the Player of the acts necessary to entitle the Player to payment of such money for which Revenue was previously accrued, regardless of whether such amounts are Ineligible Jackpots.

Appendix F

2018 Lake City – Kelowna (Playtime) Casino Operational Services Agreement

OPERATIONAL SERVICES AGREEMENT

LAKE CITY CASINO - KELOWNA

BRITISH COLUMBIA LOTTERY CORPORATION

and

GATEWAY CASINOS & ENTERTAINMENT LIMITED

Dated: **February 14, 2018**

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OPERATIONAL SERVICES AGREEMENT

THIS AGREEMENT MADE AS AT THE 1st DAY OF **APRIL, 2018**

BETWEEN:

BRITISH COLUMBIA LOTTERY CORPORATION

74 West Seymour Street
Kamloops, British Columbia
V2C 1E2

(the "**Corporation**")

AND:

GATEWAY CASINOS & ENTERTAINMENT LIMITED

4331 Dominion Street
Burnaby, British Columbia
V5G 1C7

("the "**Service Provider**")

RECITALS:

A. WHEREAS the Corporation is responsible for the conduct, management and operation of Gaming on behalf of the government of British Columbia, and may, without limitation:

- (i) develop, undertake, organize, conduct, manage and operate provincial gaming on behalf of the government of British Columbia; and
- (ii) enter into agreements with registered gaming services providers for services required in the conduct, management or operation of provincial gaming, under the control of the Corporation;

B. AND WHEREAS the Corporation wishes to ensure that Gaming is for the benefit of the citizens of British Columbia while treating the Corporation's service providers in a fair manner that encourages growth and the long-term health of the industry;

C. AND WHEREAS the Corporation has requested and the Service Provider has agreed to provide certain services pertaining to the Corporation's conduct, management and operation of Gaming in the Facility, subject to the terms and conditions set out in this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Service Provider agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Certain Rules of Interpretation. In this Agreement:

- (a) Definitions - capitalized terms have the meanings set out in Schedule D (Definitions);
- (b) Currency - unless otherwise specified, references to money amounts are to lawful currency of Canada;
- (c) Headings - headings of Articles are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (d) Including - where the word "include", "includes", "including", "included" or other variation on "include" is used in this Agreement, such word is deemed to be followed by the words "without limitation";
- (e) Amend - where the word "amend" is used in this Agreement, such word is deemed to include change, vary, add to, delete from, supplement, supersede, replace and alter, and "amends", "amended", "amendment" or other variation on "amend" has a corresponding meaning;
- (f) Examine - where the word "examine" or the words "inspect", "investigate", "test", "audit" or similar word is used in this Agreement, such word is deemed to include "examine", "inspect", "investigate", "test", "audit" and similar words, and "examines", "examined", "examination" or other variation on "examine" has a corresponding meaning;
- (g) Discretion - a provision relating to the discretion, approval, consent, authorization, determination, option, satisfaction or opinion of the Corporation is in such party's sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless expressly required under the provisions of this Agreement;
- (h) No Strict Construction - the language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party;
- (i) Number and Gender - unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders;
- (j) Statutory References - a reference to a statute includes the regulations, directives and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends any such statute, regulation, directive or rule;
- (k) Articles and Schedules - unless the context otherwise requires, references to "Article" or "Schedule" mean the specified Article or Schedule of this Agreement;

- (l) Approvals for Sole Benefit of Corporation - the Corporation's rights of review, consent, discretion, acceptance, specification, designation, approval or confirmation with respect to any matter relating to the Services or this Agreement are for the benefit of the Corporation, and will not in any way relieve the Service Provider of its obligations under this Agreement, and may not be relied on by the Service Provider or any third party for any purpose without the express written agreement of the Corporation; and
 - (m) Conduct, Management and Operation - the respective rights and obligations of the parties hereunder will be interpreted so as not to restrict and not to abrogate the Corporation's authority to conduct, manage and operate Lottery Schemes in the Province of British Columbia, and any provision of this Agreement that confers any right, entitlement or obligation on the Service Provider will be deemed to reserve for the Corporation any aspect of the discharge of that right, entitlement or obligation that constitutes in any respect the Corporation's authority to conduct and manage Lottery Schemes in accordance with the Applicable Law, it being the mutual intention of the parties that the rights, entitlements and obligations of the Service Provider under this Agreement will in no way restrict or abrogate the Corporation's authority to conduct, manage and operate the Facility and Gaming or result in the Service Provider conducting, managing and operating any aspect of the Facility or Games.
- 1.2 Schedules. Schedule A (Business Terms), Schedule B (Service Provider Ownership Information), Schedule C (Privacy Protection Schedule), Schedule D (Definitions) and the BCLC Standards and the terms set out therein are integral to and form part of this Agreement.
- 1.3 Priority of Documents. In the event of any conflict or inconsistency between the provisions of any of the following documents, then, unless the parties agree otherwise in writing, the following descending order of priority will apply to the extent of such conflict or inconsistency:
- (a) first, the terms and conditions of this Agreement; and
 - (b) next, the BCLC Standards.

ARTICLE 2

SERVICES

- 2.1 Appointment as Service Provider. The Corporation hereby retains and appoints the Service Provider during the Term to provide the Services to the Corporation in the Corporation's conduct, management and operation of Games at the Facility subject to and in accordance with the terms and conditions of this Agreement, the BCLC Standards and Applicable Law.
- 2.2 Corporation's Discretion. The Service Provider acknowledges and agrees that the Corporation, in its discretion, will decide which Games are made available at the Facility at any given time and the Service Provider will provide the Services for such Games.

- 2.3 Non-Exclusive. Nothing in this Agreement is intended to grant to the Service Provider any exclusivity rights as to subject matter, time or geographic location, and the Corporation is free to contract with, or grant any rights to, any other Person in any location that the Corporation deems appropriate in its discretion.
- 2.4 Continuous Services. The Service Provider will provide the Services at the Site continuously and without interruption throughout the Term, subject to the exercise of the Corporation's step-in rights in accordance with Article 23 (Step-In Rights), a suspension in accordance with Article 24 (Suspension), a Force Majeure in accordance with Article 26 (Force Majeure) or a temporary abeyance in accordance with Article 27 (Temporary Abeyance).
- 2.5 Independent Contractor. The Service Provider is an independent contractor engaged by the Corporation to perform the Services. Nothing in this Agreement is intended to create a partnership, joint venture, agency, employment or representation relationship between the Corporation and the Service Provider or Personnel or subcontractors or any other Person. The Service Provider will not, and will cause such Personnel, subcontractors and other Persons not to, represent itself or themselves as a partner, joint venturer, agent, employee or representative of the Corporation to any Person, except as Prescribed by the Corporation.
- 2.6 Assumption of Risk. Except to the extent expressly allocated to the Corporation under this Agreement, all risks, costs and expenses in relation to the performance by the Service Provider of its obligations under this Agreement are allocated to, and accepted by, the Service Provider as its entire and exclusive responsibility.

ARTICLE 3

COMPLIANCE & INTEGRITY OF GAMING

- 3.1 Conduct, Management and Operation. The Service Provider acknowledges that the Corporation is responsible for the conduct, management and operation of the Games at the Facility. The Service Provider will provide the Services under the control of the Corporation.
- 3.2 Compliance. The Service Provider will provide the Services in full compliance with this Agreement and:
- (a) all Applicable Law;
 - (b) all BCLC Standards; and
 - (c) all Game Conditions.
- 3.3 BCLC Standards Updates.
- (a) The Corporation may in its discretion, amend the BCLC Standards, in whole or in part, as it deems necessary, for purposes of the conduct, management and operation of Gaming, the integrity and reputation of Gaming, the player experience, and compliance and consistency with Applicable Law.

- (b) The Service Provider will continue to perform the Services in accordance with the amended BCLC Standards.
- (c) The Corporation will post amendments to the BCLC Standards on an internet-accessible site or such other location Prescribed by the Corporation, and it is the Service Provider's responsibility to inform itself of and comply with such amendments. The Corporation will use reasonable efforts to provide advance notice of any amendments, except for amendments that are required for urgent or emergency situations.
- (d) The Service Provider is not entitled to any compensation for or contribution to costs arising from an amendment of the BCLC Standards except as provided in this Article 3.3.
- (e) In this Article 3.3, "**Contributable Standards Change**" means an amendment of the BCLC Standards identified in Appendix B of the BCLC Services Manual, but excluding any amendment that is Prescribed by the Corporation for purposes of compliance with Applicable Law.
- (f) The Service Provider may, within the period from 30 days to 90 days after the completion of a Fiscal Year, make a written application for compensation for all Contributable Standards Changes that were made in the completed Fiscal Year. The Service Provider is not entitled to any claim for Contributable Standards Changes made prior to the Effective Date. The Service Provider's application will include any information Prescribed by the Corporation, including the reason for the claim for contribution, the justification under this Agreement for the claim, an estimated value of the claim, and all steps taken or reasonably available to mitigate the impact of the Contributable Standards Change. The Corporation will accept such application in the following circumstances and subject to the following conditions:
 - (i) the Service Provider's application is complete;
 - (ii) the claim is limited to the net incremental increase in direct out-of-pocket or third party costs of implementing the Contributable Standards Change in such completed Fiscal Year, and for greater certainty no claim for such costs may be claimed for costs that may be incurred in subsequent Fiscal Years;
 - (iii) the claim for costs relating to Personnel will not include:
 - (A) any benefits or payroll burdens; or
 - (B) costs of training required pursuant to Article 14 (Employment & Training);
 - (iv) in no event will any compensation provided under this Article 3.3 exceed \$100,000 in aggregate per Fiscal Year, and no amounts may be carried over to subsequent Fiscal Years; and

- (v) the Service Provider may claim only once for a Contributable Standards Change, and without limiting the foregoing may not make a claim for any such Contributable Standards Change in more than one Fiscal Year.
- (g) The Corporation will consider applications made pursuant to this Article 3.3, and will make its decisions and payments within ninety (90) days of receipt.
- (h) In the event that the Corporation prescribes a Contributable Standards Change in the last quarter of the Fiscal Year, the Service Provider's claim may include any net incremental increase in direct out-of-pocket or third party costs associated with the said change and incurred during the Fiscal Year or within 120 days of the complete Fiscal Year ("**Extended Period**") and the Service Provider will have up to 60 days following the Extended Period to submit its application in accordance with this Article 3.3. Any claim made in the Extended Period will be included in the calculation of the Service Provider's aggregate claim total pursuant to Article 3.3(f)(iv) for the Fiscal Year in which the applicable Contributable Standards Change was made.
- (i) Nothing in this Article 3.3 limits the Service Provider's obligations to comply with all amendments of the BCLC Standards, which is absolute.

3.4 Requirements. Without limiting the generality of Articles 3.1, 3.2 and 3.3(a), the Service Provider represents, warrants, covenants and agrees with the Corporation as follows:

- (a) No Unapproved Gaming Activities. The Service Provider will not promote, display, operate or offer for sale any Lottery Scheme (including Games), or operate any Gaming Supplies, except as Prescribed by the Corporation.
- (b) Appropriate Conduct. The Service Provider will not engage in any conduct that in the discretion of the Corporation is contrary to the public interest, or is prejudicial to the integrity or reputation of Gaming, the Facility or the Corporation.
- (c) No Minors. The Service Provider will, using all reasonable efforts, not permit any individual who does not meet the minimum age requirements, as required by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility and participate in Games at the Facility.
- (d) No Ineligible Players. The Service Provider will, using all reasonable efforts, not permit any individual who has been barred or self-excluded, or is otherwise prohibited by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility or participate in Games at the Facility.
- (e) Responsible Gambling. The Service Provider will comply with the BCLC Standards relating to responsible gambling and any responsible gambling policies or programs Prescribed by the Corporation or required by Applicable Law.
- (f) Non-Participation. The Service Provider will not participate in, nor permit any Person providing the Services to participate in, Games at the Facility, except as Prescribed by the Corporation.

- (g) Interest in Other Lottery Schemes. The Service Provider will not provide or attempt or intend to provide, or hold any interest, directly or indirectly, in another Person that provides or attempts or intends to provide, to the Corporation any services of any kind whatsoever other than the Services, without the prior written approval of the Corporation.
- (h) Safety. The Service Provider will comply with the requirements of the *Workers Compensation Act* and Applicable Law relating to occupational health and safety at the Site, and will either be the "prime contractor" for the purposes of the *Workers Compensation Act* or will agree with another Person acceptable to WorkSafe BC to be the "prime contractor". The Corporation may at any time require the Service Provider to provide evidence of compliance with the requirements under the *Workers Compensation Act*, including as to payment of assessments due under it to the Workers' Compensation Board.

ARTICLE 4

BUSINESS PLANNING & REPORTING

- 4.1 Annual Business Plan. The Service Provider will comply with, and perform the Services in accordance with, the Annual Business Plan. At least ninety (90) days prior to the commencement of each Operating Year, the Service Provider will deliver to the Corporation a draft Annual Business Plan in respect of such Operating Year. The Annual Business Plan will be in the form and contain the information required by the BCLC Standards and as Prescribed by the Corporation.
- 4.2 Strategic Plan.
 - (a) The Service Provider will comply with, and perform the Services in accordance with, the Strategic Plan.
 - (b) If, as part of an Annual Business Plan, the Service Provider proposes an adjustment of MIR Investments and the MIR Allocation schedule set out in the Strategic Plan, the Service Provider will provide the Corporation with a revised draft Strategic Plan.
 - (c) In the event the Facility is a new facility, or the Facility has been relocated, the Service Provider will provide a draft Strategic Plan, or, if applicable, a revised draft Strategic Plan, within thirty (30) days after calculation by the Corporation of the MIR pursuant to Article A6.3 of Schedule A (Business Terms).
- 4.3 Review by the Corporation. The Corporation will review a draft Plan during the sixty (60) day period following receipt thereof. During this review period, the Service Provider and the Corporation will make appropriate representatives available to discuss such draft Plan.
- 4.4 Acceptance by the Corporation. The Corporation will, within ninety (90) days of receipt of a Plan by the Corporation, advise the Service Provider in writing, either:
 - (a) that the Plan is accepted by the Corporation; or

- (b) that the Plan is not accepted by the Corporation and set out the particulars of the Corporation's comments relating to the Plan.

The Corporation's comments may include a rejection of any or all of the subject matter of the Plan.

If the Plan is accepted, the Service Provider will comply with the Plan. If a Plan is not accepted, the Service Provider will, within fourteen (14) days of receipt of such advice, revise the Plan to address the Corporation's comments and re-submit the Plan to the Corporation. The Corporation will review the revised Plan within fourteen (14) days of receipt of such revised Plan, and either accept the Plan or, if not accepted, set out the particulars of the Corporation's comments relating to the Plan. The process will be repeated until the Plan is accepted. In the event that a Plan is not accepted by the Corporation, the Service Provider will (i) continue to perform the Services and make the MIR Investments in accordance with the then-applicable Plan, (ii) comply with the provisions of the Plan that the Corporation may indicate have been accepted and (iii) comply with any other requirements Prescribed by the Corporation.

- 4.5 Revisions to Plans. If the Service Provider or the Corporation determines, acting reasonably, at any time that the then-effective Plan may require amendment, the determining party will provide a written request to the other party, such request to include a detailed summary of the proposed revisions to the applicable Plan. During the sixty (60) day period following receipt of such request, the parties will meet and consult with each other in respect of the amendments to such Plan. If the parties agree to amend such Plan, the Service Provider will provide a draft revised Plan to the Corporation for review and in accordance with Articles 4.3 and 4.4.

- 4.6 Reporting. The Service Provider will:

- (a) furnish to the Corporation the reports set out in, and in accordance with, the BCLC Standards, or as otherwise Prescribed by the Corporation;
- (b) promptly give notice to the Corporation upon the Service Provider becoming aware of any non-compliance of the Service Provider with the BCLC Standards, any Material Breach or any Event of Default;
- (c) promptly give notice to the Corporation of any material breach or allegation of a material breach of any Applicable Law committed by a director, officer or Significant Interest holder of the Service Provider of which breach or allegation the Service Provider has knowledge or would have had knowledge upon reasonable inquiry; and
- (d) promptly give notice to the Corporation of any Information Security Incident or any event or circumstance that has occurred or will occur that materially adversely affects the Site or the Service Provider.

- 4.7 Acknowledgement. The Corporation acknowledges that the reporting standards under this Agreement are different from those under any Previous Agreement. As such, if there was a Previous Agreement in effect between the parties, the Service Provider will have

ninety (90) days from the Effective Date to comply with the BCLC Standards or any other reporting requirements, before such reporting requirement is considered a Compliance Breach. This provision applies to Compliance Breaches only, and does not apply to Material Breaches or Events of Default.

ARTICLE 5

FACILITY & SITE

5.1 Exclusive Licence of Facility. The Service Provider grants to the Corporation an exclusive licence to the Facility (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for:

- (a) the purposes of the Corporation's conduct, management and operation of the Games and Services and the Corporation's exercise of any rights and the Corporation's fulfilment of any obligations in this Agreement; and
- (b) all purposes ancillary thereto, including the Corporation's installation, operation, maintenance and removal of Gaming Supplies, and such other purposes as Prescribed by the Corporation.

Subject to the Corporation's overriding responsibility to conduct, manage and operate the Facility and Games and the terms and conditions of this Agreement, the Corporation provides the Service Provider with a sub-licence to the Facility as may be necessary to provide the Services and subject to such restrictions as may be Prescribed by the Corporation.

5.2 Non-exclusive Licence of Site. In addition to the licence to the Facility in Article 5.1, the Service Provider grants to the Corporation a non-exclusive licence to the other portions of the Site (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for purposes associated with or ancillary to the Corporation's purposes set out in Articles 5.1(a) and 5.1(b), including for use of all common areas of the Site and for unfettered access to and from the Facility, and for purposes of the exercise of its license in Article 5.1.

5.3 Exercise of Licence Rights. The Corporation may permit the licence rights granted in this Agreement to be exercised by itself and its directors, officers, employees, agents, contractors, subcontractors, invitees and sub-licensees.

5.4 Maintenance, Use and Repairs. The Service Provider will:

- (a) provide all furnishings, fixtures, equipment, electrical systems and data systems, within and for the provision of Services at the Facility, all in accordance with the BCLC Standards; and
- (b) maintain, operate and repair the Site, in good order, condition, appearance and repair and all furnishings, fixtures, equipment, electrical systems and data systems therein, in good condition and in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation and ensure that the Facility and the

common areas of the Site meet the facility design, amenity, ambiance and signage requirements specified in the BCLC Standards.

5.5 Lease. If the Service Provider is not the legal or beneficial owner of the Site:

- (a) concurrently with the execution of this Agreement or otherwise at the request of the Corporation, the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause the owner of the Site to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the owner of the Site, in form and substance satisfactory to the Corporation, acting reasonably, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:
 - (i) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement;
 - (ii) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement; and
 - (iii) the postponement and subordination of any interest of such owner in any asset or other property of the Service Provider in favour of any interest of the Corporation in any asset or other property of the Service Provider.
- (b) the Service Provider will promptly give notice to the Corporation if and when the Service Provider becomes aware of a change in legal or beneficial ownership of the Site.

5.6 Change of Ownership. If the Service Provider is the legal or beneficial owner of the Site, the Service Provider will not, without the prior written consent of the Corporation, transfer, assign or otherwise dispose of legal or beneficial ownership of the Site.¹

5.7 Non-Disturbance Agreement. Concurrently with the execution of this Agreement or otherwise at the request of the Corporation, including as a condition of any consent under Article 17 (Transfer, Sale & Assignment), the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause any mortgagee of the lease of the Site (whether leasehold or freehold) to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the mortgagee, in form and substance satisfactory to the Corporation, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:

- (a) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement; and
- (b) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement,

¹ If the Service Provider owns the Site.

upon and after the mortgagee taking any enforcement or realization proceedings under its mortgage of the Site (whether leasehold or freehold).

5.8 Restrictions on Use. The Service Provider will not, and will cause its affiliates to not, use, occupy or possess or suffer or permit the use, occupation or possession of:

- (a) the Site or any part thereof; or
- (b) any lands that are in reasonable proximity to the Site that are owned, leased or otherwise under the control of the Service Provider or its affiliates,

for any use, occupation or possession that in the discretion of the Corporation is incompatible with, or that could prejudice the integrity or the reputation of the Facility or Gaming.

5.9 Prohibited Communications. The Service Provider will not, directly or indirectly through any means including via an agent, and will ensure that its affiliates, directors, officers, partners, Personnel, consultants, agents, advisors, representatives or subcontractors do not, engage in or commence any discussions, plans, applications, approvals, permitting or licensing procedures with any municipality, host local government or prospective host local government regarding any new facility, relocation or substantial change, except as Prescribed by the Corporation.

5.10 Relocations and Substantial Changes. In accordance with the *Gaming Control Act*, the Service Provider may make an application to the Corporation for approval to relocate or make a substantial change to the Facility or the type or extent of Games at the Facility. In addition to any other requirements that the Corporation may Prescribe for such application, the Corporation may require that the Service Provider and its affiliates execute and deliver a project development agreement as set out in the BCLC Standards and in a form and in substance satisfactory to the Corporation, prior to the Corporation consenting to the Service Provider's application.

ARTICLE 6

GAMING SUPPLIES

6.1 Provision, Maintenance and Repair. The Corporation will provide, maintain and repair the Gaming Supplies necessary for its conduct, management and operation of Gaming at the Facility.

6.2 Installation, Relocation and Security of Gaming Supplies. The Service Provider will:

- (a) not permit any Gaming Supplies to be installed or used at the Facility, except as Prescribed by the Corporation;
- (b) locate the Gaming Supplies as and where Prescribed by the Corporation;
- (c) not relocate or interfere with the proper operation of any Gaming Supplies, unless Prescribed by the Corporation;

- (d) permit the Corporation and the Corporation's authorized representatives to examine the Gaming Supplies, at such times and in such manner as Prescribed by the Corporation;
 - (e) assist the Corporation and the Corporation's authorized representatives in the examination of the Gaming Supplies, and in the conduct of any examination, including security examination, or enforcement activities, at such times and in such manner as Prescribed by the Corporation;
 - (f) upon request by the Corporation, remove any Gaming Supplies;
 - (g) provide for the physical security and logical security of the Gaming Supplies in accordance with the BCLC Standards and to safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss, damage or malfunction to or of the Gaming Supplies; and
 - (h) keep the Gaming Supplies free and clear of all liens, security interests or other encumbrances.
- 6.3 No Rights to Gaming Supplies. The Service Provider acknowledges and agrees that Service Provider does not hold and will not acquire property rights or Intellectual Property Rights or other interests in or to Gaming Supplies, except as Prescribed by the Corporation.
- 6.4 Leased Games. The Corporation may, after consultation with the Service Provider, supply Leased Games to the Facility. The parties acknowledge and agree that the costs, if any, of leasing or licensing Leased Games supplied by the Corporation to the Facility will be borne by both the Corporation and the Service Provider. The Service Provider's proportion of such costs is the percentage that is equal to the Service Provider's percentage of Commission (excluding FIC) applicable to such Leased Games as set out in Article A4.1 of Schedule A (Business Terms).
- 6.5 Additional Optional Gaming Supplies. The Service Provider may apply to the Corporation for Gaming Supplies that are in addition to those Prescribed or provided by the Corporation. The Service Provider will provide the reasons for the application for the additional Gaming Supplies. The Corporation may consider the application, and at the Corporation's option may provide the additional Gaming Supplies on such terms as may be agreed to by the parties or, failing agreement, as Prescribed by the Corporation.

ARTICLE 7

SECURITY & SURVEILLANCE

- 7.1 Security and Surveillance. The Service Provider will:
- (a) provide and maintain sufficient digital and other monitoring, security and surveillance equipment and systems in and around the Site, all in accordance with the BCLC Standards;

- (b) provide, train and certify sufficient security and surveillance Personnel in accordance with the BCLC Standards;
- (c) provide for the physical and logical security of the Facility (and all individuals, equipment, software, devices and systems therein) in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, and safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss or damage to the Facility, any Gaming Supplies or property of a third party within the Facility or any injury to any individual within the Facility; and
- (d) maintain the security, currency, accuracy and integrity of Corporation Data and SP Surveillance Data and all equipment and systems on which such data and information is obtained, transmitted or stored.

7.2 Lease of Equipment. In the event that the Service Provider leases any monitoring, security or surveillance equipment and systems for use in the Facility, it must ensure that such lease agreement contains provisions that:

- (a) prohibit the lessor from accessing, using or disclosing any Corporation Data and SP Surveillance Data; and
- (b) grant the Corporation unfettered access to such information, and such right will continue after expiry or earlier termination of the lease agreement until all Corporation Data and SP Surveillance Data has been obtained by the Corporation and removed from such equipment and systems.

ARTICLE 8

FINANCIAL MATTERS & OBLIGATIONS

8.1 Revenue and Gaming Accounts. The Service Provider will:

- (a) collect, receive and hold the Revenue, the Net Win and the Chip Liability for and on behalf of and as agent for the Corporation;
- (b) deposit the Net Win into the Gaming Accounts at the times, the manner and the amount Prescribed by the Corporation;
- (c) not deposit into the Gaming Accounts any funds other than the Net Win, unless otherwise Prescribed by the Corporation;
- (d) not commingle the Net Win with the funds of the Service Provider;
- (e) adhere to cash management policies and procedures as set out in the BCLC Standards, or as otherwise Prescribed by the Corporation;
- (f) accept, on behalf of and as agent for the Corporation, bets on Games;
- (g) on behalf of and as agent for the Corporation, pay all Winnings and otherwise redeem for cash when tendered for redemption all Chips;

- (h) not install or operate any cash dispensing machines, except as provided in Schedule A (Business Terms), and will comply with the BCLC Standards in respect of any cash dispensing machines; and
- (i) for any cash dispensing services at the Site, not charge, or permit anyone to charge, service fees that exceed prevailing market rates.

8.2 Appointment as Trustee. The Service Provider acknowledges and agrees that the Corporation is the sole and absolute legal and beneficial owner of the Revenue, together with any additional monies received or collected by the Service Provider as a result of exchanging cash for Chips in the Facility, and that the Service Provider receives, holds and deals with those funds as trustee for the Corporation.

8.3 Gaming Accounts. The Gaming Accounts are for the Corporation's sole use and benefit, managed solely by the Corporation, and, without limiting the foregoing, the Corporation is not required to maintain any amounts in the Gaming Accounts or to use them or apply the funds in them solely for the Facility. The Corporation may remove any amounts, including the Net Win, from the Gaming Accounts at any time at its discretion.

8.4 Gaming Bankroll. The Service Provider will provide and maintain the Gaming Bankroll in such amount as is required for the purposes of making change, redeeming Chips and promptly paying Winnings.

8.5 Commission. In consideration of the Service Provider's provision of the Services, the Corporation will pay the Service Provider the remuneration set out in Schedule A (Business Terms). The Service Provider acknowledges and agrees that notwithstanding any references to the remuneration that is applicable to any particular Game or any other part of the Services, the remuneration calculated under this Agreement is for the whole of the Services.

8.6 Statement of Account. The Corporation will provide the Service Provider with a statement of account weekly or at such intervals as may be Prescribed by the Corporation, and the statement of account will include:

- (a) a calculation of the Revenue;
- (b) a calculation of the Net Win; and
- (c) a calculation of that portion of the Net Win that the Corporation will pay the Service Provider in respect of payment for the Services for the previous week or Prescribed interval, as applicable, which is determined as follows:
 - (i) the total amount of the Commission owing to the Service Provider for the previous week, based on the percentages set out on Schedule A (Business Terms);

PLUS

- (ii) the reimbursement for F&B Redeemed, pursuant to the terms and conditions of the Loyalty Program;

PLUS OR MINUS, as applicable

- (iii) any other amounts owing to or from the Service Provider pursuant to the terms and conditions of the Loyalty Program (other than in respect of F&B Redeemed pursuant to (ii) above);

PLUS OR MINUS, as applicable

- (iv) any amounts owing to or from the Service Provider pursuant to the terms and conditions of Promotional Programs;

LESS

- (v) monthly, any amounts owing by the Service Provider to the Corporation in respect of Leased Games pursuant to Article 6.4;

LESS;

- (vi) any amounts owing by the Service Provider to the Corporation in respect of any additional optional Gaming Supplies pursuant to Article 6.5;

PLUS OR MINUS, as applicable,

- (vii) a calculation of any amount owing to the Corporation under this Agreement, in respect of any adjustments or corrections, pursuant to Article 8.10;

PLUS OR MINUS, as applicable,

- (viii) any other amount owing to or from the Service Provider under this Agreement;

PLUS

- (ix) all amounts payable to the Service Provider in respect of any sales or value-added tax and of all other applicable taxes,

all without duplication, the total of the foregoing, if a positive number, being the "**Weekly Amount**", and if the total of the Weekly Amount is a negative number, the Service Provider is liable to the Corporation for the absolute value of such total, and will pay the Corporation such value upon demand, or at the Corporation's option such value will be applied as a reduction or adjustment on the statement of account for a Prescribed future Weekly Amount.

- 8.7 Payment of Weekly Amount. Upon delivery by the Corporation of a statement of account pursuant to Article 8.6, the Corporation will pay to the Service Provider the Weekly Amount.

8.8 Taxes.

- (a) All amounts payable to the Service Provider under this Agreement are exclusive of any sales or value-added tax and of all other applicable taxes. The Service Provider will collect and remit all applicable taxes to the appropriate governmental authority in a timely manner. The Service Provider will provide the Corporation with all information and documentation required for the Corporation to calculate applicable taxes under this Agreement, including upon request any information the Corporation requires in relation to the labour component applicable to the Services.
- (b) Subject only to Article 8.8(c), the parties acknowledge that under this Agreement the Corporation is not providing any form of reimbursement, as the term "reimbursement" is used for purposes of sales taxes, value-added taxes or income taxes.
- (c) The parties will treat a reimbursement provided in Article 3.3(f) for a Contributable Standards Change as a reimbursement for purposes of sales taxes, value-added taxes and income taxes.

8.9 Chip Exchange. If:

- (a) the Service Provider closes the Facility or this Agreement expires or is terminated;
- (b) the nominal inventory of Chips for the Facility is decreased in the Computer System but not all the Chips are physically in the control of either BCLC or the Service Provider;
- (c) the Service Provider rebrands the Facility or there is an approved relocation planned for the Facility; or
- (d) the Corporation determines that a Chip exchange is necessary or desirable,

then, at the direction of the Corporation, the Service Provider will collect such classes of Chips Prescribed by the Corporation and, other than under Article 8.9(a), replace them with new Chips in accordance with the procedures set out in the BCLC Standards. The Service Provider is responsible for reimbursing the Corporation for an amount equal to the total of the face value of all Chips that are lost, stolen, or otherwise unaccounted for and not collected, which amount may be set off against amounts owing to the Service Provider.

8.10 Adjustments and Disputed Amounts.

- (a) The Corporation may include, on any statement of account, a summary of any debits or credits required to the Weekly Amount to reflect advances or other payments previously made in respect of the Weekly Amount and to reflect required adjustments or corrections that have not been recorded on a previous statement of account, and the Weekly Amount will be adjusted accordingly.

- (b) The Corporation may also make other adjustments to the statement of account to reflect the correction of errors on previous statements of account, other provisions in this Agreement, Service Provider initiated *ex-gratia* payments or other adjustments as agreed to in writing by the parties.
- (c) The inclusion of any amount on a statement of account or invoice will not be construed as an acceptance or approval of incomplete or improper Services or any other matter provided by the Service Provider which is not in conformance with the requirements of this Agreement and will not operate to relieve the Service Provider from any of its obligations under this Agreement.

ARTICLE 9

FINANCIAL ACCOUNTS & RECORDS

9.1 Accounts and Records. The Service Provider will:

- (a) maintain books of account and records as required by the terms and conditions of this Agreement, the BCLC Standards, or as otherwise Prescribed by the Corporation, and cause such books of account and records to be made available to the Corporation and the Corporation's authorized representatives within a reasonable time and no later than 24 hours from a request by the Corporation or the Corporation's authorized representatives; and
- (b) make available to the Corporation and the Corporation's authorized representatives such information and material as may be required by the Corporation for the purposes of an examination and otherwise co-operate and give such assistance as may be necessary for the Corporation and the Corporation's authorized representatives to carry out their examination,

and the obligations on the part of the Service Provider in this Article 9.1 will survive expiry or earlier termination of this Agreement for a period of seven (7) years.

9.2 Inconsistencies. In the absence of manifest error or unless otherwise agreed by the parties, in the event of any inconsistency between any records generated by the Service Provider or the Computer System, the final record will, in each case, be determined by the information and records generated by the Computer System and the Service Provider is bound thereby and will account to the Corporation on the basis of information generated by the Computer System. The Corporation will not be liable for any reduction in the Service Provider's remuneration that may directly or indirectly result from any malfunction of the Computer System or Service Provider errors.

ARTICLE 10

EXAMINATIONS

10.1 Authority to Examine. In addition to any of the Corporation's other rights of examination under this Agreement, the BCLC Standards or Applicable Law, at any time and in the Corporation's discretion, the Corporation and its authorized representatives may conduct physical, logical and electronic examinations, in relation to this Agreement, the Services, Gaming, the Facility, and the Site and in conjunction with such examinations:

- (a) the Service Provider will provide the Corporation and its authorized representatives, at all reasonable times, with unfettered access to the Facility, Gaming Supplies, the common areas of the Site, all of the Services and any other location where the Service Provider carries on business or stores records, and all systems, devices, networks, services, software and information used (currently or in the past) to provide, monitor, protect or operate the Facility, the Gaming Supplies or the Site or to provide the Services;
- (b) the Corporation may examine, remove for examination and reproduce records (physical or electronic) in the possession of the Service Provider, its affiliates, its subcontractors and their respective Personnel that are associated in any way with the subject of the examination, any information or records required to be provided pursuant to this Agreement or the BCLC Standards, or that relate to the financial health and solvency of the Service Provider;
- (c) the Corporation may interview and examine all Service Provider's Personnel and all subcontractors and their Personnel, and the Service Provider will make available and cause to be made available all such Personnel, subcontractors and their Personnel as and when requested by the Corporation;
- (d) during the examination, the Service Provider will grant the Corporation and its authorized representatives access to the Service Provider's records, third party examination reports, systems, facilities, controls, processes, procedures, monitoring and measurement systems;
- (e) the Service Provider will provide, and cause to be provided, all such information and records as are requested by the Corporation as part of any of its examinations under this Agreement; and
- (f) the Service Provider will do all such things as requested to assist the Corporation in any and all such examinations.

For clarity, the foregoing does not replace or prevent the exercise of any statutory authority or power that the Corporation or any other governmental authority may have in respect of its examination or compulsion powers.

10.2 Examination Results. To the extent that any default, deficiency, failure or error by the Service Provider is discovered under any examination permitted under this Agreement, the Service Provider will promptly remedy such default, deficiency, failure or error at its own cost. Nothing in this Agreement will prevent the Corporation or any governmental authority from exercising any power it may have under any Applicable Law. The Corporation is entitled to use the results of any examination and to disclose the results to any governmental authority as required under Applicable Law.

10.3 Third Party Examination and Reporting. No less than once per Operating Year, the Service Provider will have an independent certified professional accounting firm or another independent third party reasonably acceptable to the Corporation conduct such examinations, including audits, assessments or reports, as are required in the BCLC Standards.

- 10.4 Cost. The cost of performing all initial examinations conducted pursuant to Article 10.1 will be borne by the Corporation. In addition, the Service Provider will bear the cost of all follow-up examinations that are reasonably required to ensure that the Service Provider has cured any default, deficiency, failure or error, except to the extent that the Corporation would have incurred such cost for other ordinary course examinations.

ARTICLE 11

MARKETING & PROMOTION

- 11.1 Loyalty Programs. The Service Provider will participate in, support, promote and contribute to the Loyalty Programs that the Corporation Prescribes. The Service Provider will not operate a Promotional Program other than a Loyalty Program Prescribed by the Corporation without prior written consent.
- 11.2 Marketing Programs. The Service Provider may conduct its own Marketing Programs and Contests throughout the Term, and will do so in compliance with the BCLC Standards and Applicable Law.
- 11.3 CASL Compliance. Without limiting the requirements to comply with Applicable Law, the Service Provider will comply with CASL.
- 11.4 Signage. The Service Provider will display only such signage as is permitted by the BCLC Standards or approved by the Corporation, and will install and display such signage as is supplied by the Corporation.
- 11.5 Name of Facility. The Service Provider will not change the name or branding of the Facility without the Corporation's prior written consent.
- 11.6 Cancellation. If, in the opinion of the Corporation, any Contests, Marketing Programs or Promotional Programs operated or managed by the Service Provider might prejudice the integrity or the reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia:
- (a) the Corporation may in writing instruct the Service Provider to cease and desist any such Contests, Marketing Programs or Promotional Programs; and
 - (b) the Service Provider will immediately cease and desist any such Contests, Marketing Programs or Promotional Programs.

ARTICLE 12

PROTECTION, USE & DISCLOSURE OF DATA & INFORMATION

- 12.1 Covenant. A Recipient will keep any Confidential Information disclosed to it by the Disclosing Party confidential and not disclose the same to any third party without the prior written consent of the Disclosing Party, and in the case of the Service Provider, will use the Corporation's Confidential Information only for the purpose of performing the Service Provider's obligations under this Agreement. Notwithstanding the foregoing, the Corporation is entitled to disclose any Confidential Information to the Gaming Policy & Enforcement Branch, the Minister of Finance, the Minister responsible for the Corporation

or to any other governmental authority as required by Applicable Law or to any other extent reasonably required to enforce the rights and remedies under this Agreement. Further, nothing in this Agreement will prevent the Corporation from disclosing any information which is proprietary to the Corporation under the terms of this Agreement to any party the Corporation may see fit without the prior or any consent of the Service Provider. The Service Provider may disclose Confidential Information to its representatives, advisors and consultants to the extent reasonably required to perform its obligations under this Agreement, provided such persons agree to confidentiality provisions equivalent to those of this Article 12.1. Notwithstanding the above, either party is entitled to disclose any information supplied by the other party if such party is required to disclose such information by court order or by other compulsion of law.

- 12.2 Ownership of Corporation Data. The Service Provider will (a) generate Corporation Data, (b) preserve and maintain all Corporation Data in its possession or under its control, and (c) transfer Corporation Data to the Corporation, all in accordance with the BCLC Standards, as required to comply with this Article 12.2 and in the manner and at the times Prescribed by the Corporation. The Service Provider acknowledges and agrees that the Corporation Data is the sole and exclusive property of the Corporation, and that the use of the Corporation Data is subject to the Corporation's control (even if in the custody of the Service Provider).
- 12.3 SP Surveillance Data. The Service Provider will (a) generate SP Surveillance Data, (b) preserve and maintain all SP Surveillance Data, and (c) provide the Corporation with a copy of such SP Surveillance Data, all in accordance with the BCLC Standards, as required to comply with this Article 12.3 and in the manner and at the times Prescribed by the Corporation. The Corporation acknowledges and agrees that the SP Surveillance Data is the sole and exclusive property of the Service Provider. The Service Provider hereby grants to the Corporation an irrevocable, unconditional, perpetual, non-exclusive, royalty-free right (i) to possess, use, maintain, modify, translate, adapt and display the SP Surveillance Data for any purposes consistent with the Corporation's business and operations and compliance with Applicable Law, including such purposes as the Corporation may, in its discretion, consider necessary or advisable in connection with the operation, security, maintenance of the Facility, (ii) to distribute and transfer such SP Surveillance Data to any third party, or any governmental authority, (iii) to use the SP Surveillance Data in conducting analysis for the purposes of improving or changing any BCLC Standards, Services, BCLC IP, and (iv) for the purposes of conduct, management and operation of the Facility.
- 12.4 Privacy and Access Laws. The Service Provider acknowledges that all information submitted to the Corporation is subject to the provisions of FIPPA.
- 12.5 Protection of Personal Information and Data. In providing the Services, the Service Provider will only collect, use and disclose Corporation Data, SP Surveillance Data and any other information that is Personal Information in accordance with the terms of this Agreement, BCLC Standards, Applicable Law, and in accordance with the purpose and terms that the Corporation has collected and disclosed such Corporation Data, SP Surveillance Data and any other information that is Personal Information and will comply with the terms of the Privacy Protection Schedule attached to this Agreement as

Schedule C (Privacy Protection Schedule). The Service Provider will make commercially reasonable efforts to prevent an Information Security Incident.

- 12.6 Disaster Recovery and Backup. The Service Provider will maintain a disaster recovery and business continuity plan for all technology, operational, financial, human or other resources reasonably required to provide the Services in accordance with the BCLC Standards. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with an executive summary of the Service Provider's then-current version of the disaster recovery and business continuity plan, and will revise it to adequately address concerns that the Corporation raises with the Service Provider. The Service Provider will perform disaster recovery and business continuity tests as required by the BCLC Standards.
- 12.7 Computer System Access. The Service Provider will access the Computer System only in accordance with the BCLC Standards and will not modify, revise or otherwise change, or allow any other person to modify any aspect of the Computer System in any manner that would or would reasonably be expected to interfere with or compromise the systems, infrastructure, architecture, security, integrity, coding or functionality of the Computer System, any data residing on or being processed by the Computer System, or otherwise adversely impact the Corporation. Without limiting the foregoing, the Service Provider will ensure that: (a) access to the Computer System by the SP Systems is only through the network(s) and means specified in the BCLC Standards, and (b) the SP Systems will comply with the BCLC Standards. The Service Provider will comply with any testing, security, controls and production requirements as outlined in the BCLC Standards. The Service Provider will only remove Corporation Data from the Computer System as expressly permitted by the Corporation or the BCLC Standards, and in any event will segregate, physically and logically, all Corporation Data from its own data, including as required by the BCLC Standards. In the event of an Information Security Incident, the Service Provider will follow the procedure set out in the BCLC Standards.
- 12.8 No Disabling Code. The Service Provider represents and warrants that the Services, and all systems, networks, devices or services that provide, monitor, access, or secure the Services including the SP Systems, will not contain any virus, Trojan horse, self-replicating or other computer instructions that may: (a) alter, destroy, inhibit or discontinue the Corporation's effective receipt of the Services, BCLC IP or any Corporation Data, (b) erase, destroy, corrupt or modify any data, programs, materials or information used by the Corporation or its users, (c) store any data, programs, materials or information on the Corporation's computers, including the computers of its users, (d) bypass any internal or external security measure to obtain access to the Corporation's resources, or (e) introduce software, code, routine, program or similar material prohibited in the BCLC Standards.
- 12.9 Data Examinations. In addition to the Corporation's other examination rights under this Agreement, examiners may conduct on-site, physical, and logical security reviews, vulnerability testing and disaster recovery testing for the SP Systems containing or accessing the Computer System, Corporation Data or BCLC IP, and otherwise examine the Service Provider's operations for compliance with requirements set out in this Agreement and the BCLC Standards. If vulnerabilities are identified, the Service Provider

will (a) promptly document and implement a mutually agreed-upon remediation plan, (b) upon the Corporation's request, provide the Corporation with the status of the implementation, and (c) otherwise comply with any requirements of the BCLC Standards. The Corporation is not responsible for any harm that results from these examinations.

- 12.10 Notice & Examination. The Service Provider will immediately give notice to the Corporation of any actual or suspected security breach of, or unauthorized or suspicious access to, the Service Provider's systems, devices, software, services or networks or the Computer System as required by the BCLC Standards, including an Information Security Incident, and will provide the Corporation with all such access and information as the Corporation requests in an examination, and will take all such steps as the Corporation requires to rectify such actual or suspected security breach or access.
- 12.11 Vulnerability Testing. Without limiting the application of any required vulnerability testing or assessment set out in the BCLC Standards, the Service Provider will assess and remediate the vulnerabilities of the Service Provider's systems, devices, software, networks or services (including the SP Systems and those of any subcontractor) that could compromise the data, systems, or critical functioning of the information technology infrastructure of the Service Provider, the Corporation, the Computer System, or their respective users, Players, clients or customers or that impacts the Service Provider's external-facing, internal or partner environments or the Services, as required by the BCLC Standards.

ARTICLE 13

INTELLECTUAL PROPERTY

- 13.1 BCLC IP. All BCLC IP is and will be owned exclusively by the Corporation. The Service Provider hereby irrevocably and unconditionally assigns, transfers and conveys and will cause its Personnel and subcontractors and their Personnel to irrevocably and automatically assign, transfer and convey to the Corporation, in each case without additional consideration, all right, title and interest throughout the world in and to the BCLC IP when the Service Provider (or its Personnel or subcontractors or their Personnel) acquires, conceives, creates, develops or first reduces to practice the BCLC IP. The Service Provider will cause its Personnel and subcontractors and their Personnel to irrevocably and unconditionally waive, to the extent permitted by Applicable Law, any claims they may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to any BCLC IP.
- 13.2 Licence of BCLC IP. Subject to the Service Provider's compliance with all of the terms and conditions of this Agreement, the Corporation hereby grants to the Service Provider a royalty-free, non-transferable and non-exclusive right and license to use the BCLC IP, during the Term, without any further right to sub-license, solely as necessary to perform its obligations under this Agreement and for no other purpose. The Service Provider agrees, now and hereafter, not to challenge the ownership or validity of any of the BCLC IP, including the Corporation Data.
- 13.3 Licensed IP. The Corporation will in writing advise the Service Provider of requirements of third party agreements and licenses pertaining to the use of Licensed IP. The Service Provider will conduct itself in such a manner that allows the Corporation to fulfill its

obligations and maintain its good standing in respect of any third party agreements and licenses pertaining to the use of the Licensed IP, and the Service Provider will comply with covenants and obligations under such third party agreements and licenses as if it were an original signatory thereto.

- 13.4 Use of Trademarks. During the Term, the Service Provider may use such trademarks of the Corporation as the Corporation may approve in the BCLC Standards or otherwise in writing (the "**Approved Corporation Trademarks**"), and the Corporation may use such trademarks of the Service Provider as the Service Provider may approve in writing (the "**Approved Service Provider Trademarks**"), for the sole purposes of advertising or promoting the Facility, in each case subject to and in accordance with this Article 13. For the avoidance of doubt, the Service Provider may not use any trademarks of the Corporation other than Approved Corporation Trademarks and the Corporation may not use any trademarks of the Service Provider other than Approved Service Provider Trademarks.
- 13.5 Standards for Trademarks. The Service Provider may not use the Approved Corporation Trademarks except in accordance with such style guidelines as are set forth in the BCLC Standards or as the Corporation may otherwise Prescribe and, without limiting the generality of the foregoing, will clearly indicate in all advertising that the Approved Corporation Trademarks are owned by the Corporation and used with the Corporation's permission. The Service Provider will not, directly or indirectly, advertise, exploit, promote or otherwise deal with any of the Approved Corporation Trademarks in any manner that might adversely affect the goodwill attaching to and symbolized by such trademarks. In addition to the foregoing, each party agrees, in respect of the other party's trademarks, to fully and promptly comply with any instructions or directions regarding the use, appearance, location, size, context, cessation or similar matter of the other party's trademarks when provided by the other party. Without limiting the application of the other provisions of this Article 13.5, the licensee of the other party's trademarks will not remove, alter, obscure or otherwise change any proprietary notice affixed by such party to its materials.
- 13.6 Goodwill. All goodwill in the Approved Corporation Trademarks will accrue to the Corporation. All goodwill in the Approved Service Provider Trademarks will accrue to the Service Provider. At no time during or after the term of this Agreement will the Service Provider challenge or assist others to challenge the trademarks, service marks or trade names of or claimed by the Corporation or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to those of the Corporation.

ARTICLE 14

EMPLOYMENT & TRAINING

- 14.1 Engagement of Personnel. The Service Provider will engage such Personnel as may be necessary to provide the Services, provided that in the engagement of such Personnel, the Service Provider will:
- (a) engage or employ only such Personnel as are trained, competent and otherwise satisfy the standards and qualifications Prescribed by the Corporation;

- (b) ensure such Personnel are registered, licensed and approved as required by Applicable Law; and
 - (c) maintain exclusive supervision and control over the Personnel engaged or employed directly or indirectly by the Service Provider to provide the Services, and exercise exclusive responsibility and authority for hiring, supervising, directing, compensating, disciplining, terminating and administering such Personnel, and costs related thereto, provided that the Service Provider complies with the applicable provisions of this Agreement.
- 14.2 Supervisory Personnel. The Service Provider will appoint competent supervisory Personnel and will require attendance by sufficient supervisory Personnel at the Facility at all times while open to the public.
- 14.3 Cooperation with Other Contractors. The Service Provider will cooperate with other contractors and subcontractors of the Corporation.
- 14.4 Obligations of Service Provider. The Service Provider is exclusively responsible for and will comply with:
- (a) all obligations as employer of Personnel employed by the Service Provider to provide the Services, including payment of all wages, salaries and benefits and deduction and remittance of all statutory withholdings for income tax, employment insurance and Canada Pension Plan, payment of Workers' Compensation Board assessments and the like; and
 - (b) all obligations of the Service Provider to Personnel under contracts with independent contractors retained by the Service Provider to provide the Services, including payment of service fees, sales, services or value added tax and any other fees or taxes associated therewith.
- 14.5 Standard Training Programs. The Service Provider will ensure that, in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, all Personnel successfully complete required training programs, including updated or remedial training.
- 14.6 Remedial Training Programs. In the event of a Material Breach:
- (a) the Corporation may require that the Service Provider and all Personnel successfully complete a remedial training program and all such Personnel must cooperate in, participate in, fully and satisfactorily complete such remedial training program;
 - (b) such training will be completed at the cost of the Service Provider; and
 - (c) the Corporation will invoice the Service Provider for costs incurred by the Corporation for such training and the Service Provider must promptly pay such invoice.

14.7 Appointment of Compliance Officer. The Service Provider will appoint a compliance officer approved by the Corporation. The compliance officer will report directly to a senior officer of the Service Provider in a position approved by the Corporation, which position may include the chief executive officer, the chief operating officer, the board chair or, if Prescribed by the Corporation, the equivalent senior officer of a direct or indirect owner of the Service Provider. The compliance officer will hold the qualifications, certifications and experience Prescribed in the BCLC Standards. The compliance officer's duties will include the following:

- (a) monitoring compliance of the Service Provider, its Personnel, subcontractors and their Personnel with the BCLC Standards, the Game Conditions and Applicable Law;
- (b) liaising with the Corporation; and
- (c) organizing attendance at remedial training.

ARTICLE 15 INSURANCE

15.1 Insurance. The Service Provider will purchase and maintain such policies of insurance as reasonably Prescribed by the Corporation and will deliver satisfactory proof of such insurance to the Corporation upon request and as soon as reasonably practicable after any material change to such policies of insurance.

ARTICLE 16 REPRESENTATIONS & WARRANTIES

16.1 Representations and Warranties. The Service Provider represents, warrants and covenants to the Corporation that:²

- (a) if a corporation, the Service Provider is a corporation, duly organized and validly existing under the laws of Canada and has full power and capacity to perform all its obligations in this Agreement and in all other documents, instruments and agreements required to be executed and delivered by the Service Provider pursuant to this Agreement;
- (b) if a partnership, the Service Provider is a [] partnership duly created and validly existing under the [] and has full power and capacity to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider to this Agreement, and the general partner of the Service Provider is a [] duly organized and validly existing under the laws of [], has been duly appointed general partner of the Service Provider, and has full power and capacity to perform both its own obligations and those of the Service Provider on the Service Provider's behalf in this Agreement

² Representations and warranties to be customized to ownership structure of Service Provider.

and in all other documents, instruments and agreements required to be executed and delivered pursuant to this Agreement;

- (c) the execution and delivery of this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider, and the general partner of the Service Provider, if applicable, pursuant to this Agreement have been duly authorized by all necessary action, have been duly executed and delivered and constitute legal, valid and binding obligations of the Service Provider enforceable in accordance with their terms and do not contravene or violate (i) any provision of its constating documents, (ii) any Applicable Law or any other Person's rights;
- (d) the information set out in Schedule B (Service Provider Ownership Information) is true and correct and, except as set out in Schedule B (Service Provider Ownership Information), there is as at the date of this Agreement no outstanding offer, agreement or other arrangement pursuant to which:
 - (i) any Person is entitled to subscribe for or take by means of transfer or by conversion any form of investment, security or voting rights in the Service Provider or, if applicable, the general partner of the Service Provider; or
 - (ii) if applicable, the partnership agreement governing the Service Provider will be amended;
- (e) the Service Provider, and, if applicable, the general partner of the Service Provider, and all Persons who control or have a Significant Interest in the Service Provider, and if applicable, the general partner of the Service Provider, are eligible for registration as gaming services providers under the *Gaming Control Act*;
- (f) the Service Provider is a registered gaming services provider under the *Gaming Control Act*, and will maintain such registration throughout the Term;
- (g) all Personnel who are required by Applicable Law to be registered as gaming workers are registered and will maintain such registrations throughout the Term;
- (h) all Personnel have and will maintain throughout the Term all skills, qualifications, expertise and experience necessary to perform the Services with a high degree of quality, consistent with industry standards applicable to top tier providers of similar services and otherwise in accordance with the terms of this Agreement;
- (i) the Service Provider has no knowledge of any material fact or matter not disclosed to the Corporation by the Service Provider that, if known by the Corporation, might reasonably be expected to deter the Corporation from entering into this Agreement or completing the transactions contemplated in this Agreement or that might materially adversely affect the ability of the Service Provider to perform its obligations under this Agreement;
- (j) without limiting the representation in Article 16.1(i), the Service Provider is itself, or is through subcontracting or other arrangements, fully capable of participating

in the Loyalty Programs and other Promotional Programs, including providing for redemption by Players for food and beverage products at the Facility;

- (k) the Service Provider either is the registered and beneficial owner of, or has an exclusive lease in respect of, the Site; and
- (l) no Event of Default has occurred.

ARTICLE 17

TRANSFER, SALE & ASSIGNMENT

17.1 Definitions. For the purpose of this Article 17:

- (a) a Person is an “**associate**” of another Person if:
 - (i) one is a corporation of which the other is an officer or director;
 - (ii) one is a corporation that is controlled by the other or by a group of Persons of which the other is a member;
 - (iii) one is a partnership of which the other is a partner;
 - (iv) one is a trust of which the other is a trustee or a beneficiary or an associate of either;
 - (v) one is a relative, including a spouse, of the other or a relative of the other spouse, if the relative has the same home as the other;
 - (vi) both are corporations controlled by the same Person;
 - (vii) both are members of a voting trust that relates to voting shares of the Service Provider; or
 - (viii) both, in the reasonable opinion of the Corporation, are parties to an agreement or arrangement the purpose of which is to require them to act in concert with respect to their interests, direct or indirect, in the Service Provider, or they are otherwise acting in concert with respect to those interests;
- (b) “**control**” means control in any manner that results in control in fact, whether directly through the ownership of securities or indirectly through a trust, an agreement or arrangement, the ownership of any body corporate or otherwise, and, without limiting the generality of the foregoing:
 - (i) a body corporate is controlled by a Person if:
 - (A) securities of the body corporate to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person, and the

votes attached to those securities are sufficient, if exercised, to elect the majority of the directors of the body corporate; or

- (B) the body corporate is a publicly traded company and securities of the body corporate to which are attached more than ten per cent (10%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person unless that Person gives notice to and satisfies the Corporation that the Person does not in fact control the body corporate; or
- (ii) a partnership or unincorporated organization is controlled by a Person with an ownership interest therein representing more than ten per cent (10%) of the assets of the partnership or organization or such ownership interest is held, by or for the benefit of that Person;
- (c) “**corporation**” includes a body corporate, partnership and unincorporated organization; and
- (d) “**ownership interest**” means an interest in a corporation under all circumstances or under some circumstances that have occurred and are continuing, and includes a security currently convertible into such an interest and currently exercisable options and rights to acquire such an interest or such a convertible security.

17.2 Assignment. No transfer, sale, assignment or other disposition of this Agreement, or the rights hereunder, whether contingent, absolute or otherwise by the Service Provider is valid without first obtaining the consent of the Gaming Policy & Enforcement Branch, and thereafter, obtaining the prior written consent of the Corporation. Any consent of the Corporation may be subject to conditions Prescribed by the Corporation, and any such transfer, sale, assignment or other disposition will only be effective upon compliance with such conditions. Any transfer, sale or assignment or other disposition of this Agreement or of the rights hereunder whether contingent, absolute or otherwise by the Service Provider without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation. Notwithstanding the foregoing, the Service Provider may not transfer or assign any of its rights or obligations under this Agreement to anyone who is not registered as a gaming services provider under the *Gaming Control Act*.

17.3 Ownership Constraint.

- (a) No Person will hold, beneficially own or control, either directly or indirectly, ownership interests in the Service Provider which, in the aggregate, are five per cent (5%) or more of the total ownership interests in the Service Provider (referred to in this Article 17 as a “**Significant Interest**”), unless the Person first obtains the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation; and
- (b) a Person who holds, beneficially owns or controls, either directly or indirectly, a Significant Interest will not:

- (i) dispose, in any manner whatsoever, of any portion of such Significant Interest; or
- (ii) acquire, in any manner whatsoever, a greater Significant Interest,

if such disposition or acquisition would result in a change of control of the Service Provider, unless the Person has first obtained the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation, to such disposition or acquisition.

Any consent of the Corporation under this Article 17.3 may be subject to conditions Prescribed by the Corporation, and no Person will hold, beneficially own or control, either directly or indirectly, a Significant Interest except in compliance with such conditions and any such disposition or acquisition will only be effective upon compliance with such conditions.

For the purposes hereof, each Person who is a member of a group of Persons all of whom are associates of each other will each be deemed to beneficially own all ownership interests of the Service Provider which are collectively held, beneficially owned or controlled, either directly or indirectly, by the members of such group.

For the purposes of this Article 17, the requirements of this Article 17.3 are, together, the **"Ownership Constraint"**.

17.4 Amend Corporate/Governing Documents. If the Service Provider is a corporation, the Service Provider will as soon as practicable and in any event within 180 days of the Effective Date amend its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document so as to adopt the Ownership Constraint (defined in Article 17.3), as well as such ancillary provisions required to enable the Service Provider to enforce the Ownership Constraint, to provide for the following:

- (a) the Service Provider will not issue or register the transfer of any ownership interest in the Service Provider if to the knowledge of the Service Provider such issue or transfer will contravene the Ownership Constraint;
- (b) the Service Provider will, upon acquiring knowledge of any contravention of the Ownership Constraint by a holder of an ownership interest:
 - (i) promptly notify the Corporation;
 - (ii) suspend all voting and participation rights attached to such ownership interest in the Service Provider (to the extent permitted by Applicable Law); and
 - (iii) not distribute any funds that may be payable or become payable to the ownership interest until such contravention is remedied; and
- (c) if any holder of an ownership interest is in contravention of the Ownership Constraint, the Service Provider will immediately provide written demand to such

holder to remedy the contravention, and if such holder fails to remedy the same within thirty (30) days following receipt of written demand therefor from the Service Provider, the Service Provider will forthwith take all reasonable steps available at law to cause such holder to sell or purchase equitable interests in the Service Provider as required in order to remedy such contravention,

and the Service Provider will comply with the foregoing requirements of Articles 17.4(a) to 17.4(c) whether or not the Service Provider has amended its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document.

- 17.5 Observe and Comply. Following the amendments referred to in Article 17.4 to the articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing or constating document of the Service Provider becoming effective, the Service Provider will duly observe and comply with all such provisions and provide the Corporation upon request with any information it may reasonably request in order to monitor such compliance.
- 17.6 Holders of Significant Interest. The Service Provider represents and warrants that every Person holding a Significant Interest is fully and accurately set out in Schedule B (Service Provider Ownership Information). The Corporation acknowledges and agrees that the Significant Interests as set out in Schedule B (Service Provider Ownership Information) have been consented to by the Corporation. The Service Provider will not permit any Person to beneficially own or control, directly or indirectly, acquire or dispose of a Significant Interest without the prior consent of the Corporation as required by this Article 17.
- 17.7 Secured Interests. The Service Provider may, subject to first obtaining the written consent of the Corporation, grant a security interest in the Service Provider's interest in this Agreement to a bank under the *Bank Act (Canada)* or other lender approved in writing by the Corporation (hereinafter called the "**Secured Party**") and on such terms and conditions approved in writing by the Corporation provided that such approval will in no manner whatsoever:
- (a) prevent the Corporation from exercising its rights and remedies under this Agreement as against the Service Provider in the event the Service Provider is in default of this Agreement; or
 - (b) authorize or permit the Secured Party to provide the Services to the Corporation in the place of the Service Provider other than with the express written consent of the Corporation and on such terms and conditions as may be Prescribed by the Corporation.
- 17.8 Security Interest. As collateral and security for the performance of its obligations under this Agreement and such other obligations as Prescribed by the Corporation, the Service Provider grants to the Corporation a security interest in the Revenue, the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies, and any proceeds thereof, and

agrees that the Corporation may register financing statement(s) or other registrable instrument(s) in any applicable personal property registry or other registry to perfect the security interest granted in favour of the Corporation, and the Service Provider will cooperate with the Corporation and execute all instruments and documents required by the Corporation in furtherance of the foregoing. To the extent permitted by Applicable Law, the Service Provider irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under applicable personal property security statutes by or on behalf of the Corporation in respect of this Agreement or any other security agreement.

- 17.9 Security and Priority Agreements. At the Corporation's request, the Service Provider will execute and deliver such security as the Corporation deems necessary or desirable, in form and substance satisfactory to the Corporation in its discretion, to secure the Corporation's interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies. At the request of the Corporation, the Service Provider will use commercially reasonable efforts to cause any other party having an interest in the asset or other property of the Service Provider to execute and deliver agreements granting priority in favour of the Corporation's security interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, its Confidential Information, the BCLC IP and the Gaming Supplies. The Corporation may make obtaining such agreements a condition of providing a consent under this Article 17.
- 17.10 Assignment of Interest. If the Corporation has consented to the grant of a security interest over the Service Provider's interest in this Agreement pursuant to Article 17.7 then, in the event the Service Provider is in default of the security interest of the Secured Party, the Corporation will, upon the legal request of the Secured Party, permit the assignment of the Service Provider's interest in this Agreement, subject to first obtaining the written approval of the Corporation, to a Person approved by the Corporation and on such terms and conditions approved by the Corporation. Any such assignment will require the assignee service provider to enter into an amendment to this Agreement, which would, in the Corporation's discretion, bring the terms of this Agreement current with the requirements of the Corporation for issuance of service agreements to new service providers. No assignment of the Service Provider's interest in this Agreement will prevent the Corporation from otherwise exercising its rights and remedies under this Agreement.
- 17.11 Notice and Costs of Request for Consent. The Service Provider will provide at least thirty (30) business days' notice, or such longer period for notice as may be set out in the BCLC Standards, to the Corporation of any proposed change that would require the Corporation's consent under this Article 17, such notice to be accompanied by the material and information set out in the BCLC Standards. If the Service Provider provides less than thirty (30) business days' notice (including the provision of the accompanying material and a proposed replacement for Schedule B (Service Provider Ownership Information)), or such longer period for notice as may be set out in the BCLC Standards, for any request for consent pursuant to this Article 17, the Service Provider will pay the Corporation's reasonable internal administrative and personnel costs and all reasonable

third party costs in connection with considering any such request. The Corporation will invoice the Service Provider for any amounts owing under this Article 17.11 and the Service Provider will promptly pay such amount to the Corporation. If the Service Provider provides less than fifteen (15) business days' notice of any request for consent or if, after making a request for consent, the Service Provider requests a consent within a shortened period of time, the Corporation will not be required to consider the request and, at its discretion, may not consent to the request on the basis that inadequate time was provided for the Corporation to consider the request. The Corporation will not be liable to the Service Provider for any loss arising from any failure or refusal of the Corporation to provide or consider any particular consent requested under this Article 17.

- 17.12 Changes of Directors and Officers. The Service Provider will give notice to the Corporation of any changes in its board of directors or officers within five (5) days of such change.
- 17.13 Updated Schedule B (Service Provider Ownership Information). The Service Provider will, with the Corporation's consent, update Schedule B (Service Provider Ownership Information) as required to be true and complete. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with a certificate confirming that Schedule B (Service Provider Ownership Information), as may be updated pursuant to this Article 17.13, is true and complete.

ARTICLE 18

SUBCONTRACTORS

- 18.1 Prior Written Consent. The Service Provider will not subcontract any Services relating to cash operations, live table dealers, security or surveillance without the prior written consent of the Corporation. Any subcontracting of such Services without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation.
- 18.2 Responsibility for Subcontractors. The Service Provider is responsible to the Corporation for the performance of all subcontractors and will require the subcontractors to perform their services in accordance with the terms and conditions of this Agreement. The Service Provider is fully responsible to the Corporation for acts and omissions of subcontractors and their Personnel and of any other Persons directly or indirectly engaged by them.

ARTICLE 19

MATERIAL CONTRACTS

- 19.1 Definition of Material Contracts. For the purposes of this Article 19, "**Material Contracts**" includes the following:
- (a) leases of the Site, or any portion thereof, and any modifications, extensions or renewals thereof;
 - (b) financing, borrowing and related security contracts and instruments;

- (c) contracts and instruments for the acquisition, sale or lease of security or surveillance systems, information technology systems, including the SP Systems, or equipment or any portion thereof, that has been or is intended to be installed and operated in or about the Facility;
- (d) any trust, shareholders or partnership agreement or options to acquire any interest in the Service Provider; and
- (e) any other contracts Prescribed by the Corporation as being material to its conduct, management and operation of Gaming at the Facility,

whether or not such Material Contracts are those of the Service Provider or of any Person in which the Service Provider directly or indirectly holds an interest.

19.2 Notice of Material Contracts. The Service Provider will provide the Corporation with notice of all Material Contracts, including the effective date of the contract, the legal names of the contracting parties and subject matter of the contract, as follows:

- (a) in the case of Material Contracts executed prior to the Effective Date, within ten (10) business days of the Effective Date;
- (b) in the case of Material Contracts to be executed after the Effective Date, at least ten (10) days prior to the execution thereof; and
- (c) in any case, within ten (10) days of receiving a written request from the Corporation.

19.3 Provision of Material Contracts. The Service Provider will provide the Corporation with true copies of any Material Contracts within ten (10) days of receiving a written request from the Corporation. At any time, the Corporation may contact any landlord, lender, holder of Significant Interest, or Secured Party of the Service Provider or any of its affiliates and request records and information relating to that party's relationship or Material Contracts with the Service Provider.

ARTICLE 20

DEFAULT

20.1 Default Notice. In the event of a Compliance Breach or Material Breach, the Corporation may give a Default Notice to the Service Provider. The Default Notice will stipulate the nature of the Compliance Breach or Material Breach, steps required to cure the Compliance Breach or Material Breach and the date on which the Compliance Breach or Material Breach must be cured, provided that if a date is not stipulated in the Default Notice by which the Compliance Breach or Material Breach must be cured the deemed date will be 30 days following the date of the Default Notice.

20.2 Cure by Service Provider. The Service Provider will cure all Compliance Breaches and Material Breaches by the date or deemed date in the Default Notice. If the Compliance Breach or Material Breach cannot be cured within the date stipulated in the Default Notice, the Service Provider may cure the Compliance Breach or Material Breach within such

longer period of time as may be agreed by the Corporation to cure the Compliance Breach or Material Breach with exercise of commercially reasonable efforts provided that:

- (a) the continued Compliance Breach or Material Breach is not, in the reasonable opinion of the Corporation, prejudicial to the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia; and
- (b) the Service Provider is, in the reasonable opinion of the Corporation, exercising commercially reasonable efforts to cure the Compliance Breach or Material Breach and continues to exercise such efforts until the Compliance Breach or Material Breach has been cured by the Service Provider.

20.3 Corporation's Right to Cure. Without limiting any other rights or remedies of the Corporation, in the event of a Compliance Breach or Material Breach, the Corporation may, at its discretion, cure the Compliance Breach or Material Breach at the Service Provider's expense and invoice the Service Provider for such expense.

20.4 Withholding for Event of Default. Without limiting any other rights or remedies of the Corporation, upon the occurrence of an Event of Default, with five (5) business days' notice the Corporation may, without limiting the Service Provider's obligations and liabilities under this Agreement, withhold ten per cent (10%) of the Weekly Commissions payable to the Service Provider under this Agreement. The Corporation will release such withholding at such time as the Event of Default is cured or such earlier time that the Corporation determines that the withholding is no longer required.

20.5 Services to Continue. The Service Provider may not, under any circumstances (including a Payment Dispute or non-payment of disputed amounts), cease to provide the Services, except as expressly provided for in this Agreement, including while a dispute (including any ADR Dispute) is being resolved, regardless of whether remedies are enforced, provided that such obligation to continue to perform the Services is without prejudice to the right to dispute the relevant matter in accordance with the provisions of this Agreement.

20.6 Equitable Remedies. Each party acknowledges and agrees that:

- (a) a breach or threatened breach by either party of any of its obligations under this Agreement, and in particular Article 12 (Protection, Use & Disclosure of Data & Information), Article 13 (Intellectual Property) and Schedule C (Privacy Protection Schedule) would give rise to irreparable harm to the other party for which monetary damages may not be an adequate remedy;
- (b) if a breach or a threatened breach by such party of any such obligations occurs, or if either party feels it is necessary to obtain any emergency or provisional remedy to protect its rights, the other party will, in addition to other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to:

- (i) post a bond or other security, or
- (ii) prove actual damages or that monetary damages will not afford an adequate remedy;
- (c) it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Article 20; and
- (d) this Article 20.6 will apply notwithstanding that a dispute is subject to the ADR Procedure in accordance with Article 21 (Alternative Dispute Resolution for ADR Disputes).

ARTICLE 21

ALTERNATIVE DISPUTE RESOLUTION FOR ADR DISPUTES

- 21.1 ADR Dispute. Any ADR Dispute may at either party's option be resolved in accordance with this Article 21 (the "**ADR Procedure**"). An ADR Dispute will follow all steps set out in this Article 21, unless indicated otherwise for an ADR Dispute in Appendix A of the BCLC Services Manual or otherwise Prescribed by the Corporation. Notwithstanding the foregoing, all other disputes relating to this Agreement, including disputes that are partly an ADR Dispute and partly a dispute that is not an ADR Dispute, are not subject to the ADR Procedure.
- 21.2 ADR Dispute Notice. When an ADR Dispute occurs either party may give notice of the ADR Dispute ("**ADR Dispute Notice**") to the other party to the ADR Dispute setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought, and the parties to the ADR Dispute will use all reasonable efforts to resolve the ADR Dispute in accordance with the ADR Procedure.
- 21.3 Step One - Facility Level. For ADR Disputes, the parties will each designate an individual in a senior capacity at the Facility level, or that individual's designate, to act as a representative under this ADR Procedure (the "**Party Representative**"). Any such ADR Dispute will be referred to the Party Representatives for resolution.
- 21.4 Step Two - Senior Management. If the Party Representatives fail to resolve the ADR Dispute within five (5) business days after delivery of the ADR Dispute Notice, or for ADR Disputes relating to MIR Events or Payment Disputes, the ADR Dispute will be referred for resolution to the individual responsible for the Facility at the Corporation at the Director level, and the Chief Financial Officer for the Service Provider ("**Senior Management**") or to such other officers or managers as any party may by notice to the other party specify for such purpose.
- 21.5 Step Three - CEO. If Senior Management fails to resolve the ADR Dispute within seven (7) business days after the ADR Dispute has been referred to them, the Service Provider's President or equivalent senior officer will attend the head offices of the Corporation to discuss the ADR Dispute with the Corporation's CEO or designate.

21.6 Step Four - Non-Binding Referee.

- (a) If the Service Provider's President and the Corporation's CEO or designate fail to resolve the ADR Dispute within ten (10) business days after the ADR Dispute has been referred to them, either party may in writing initiate the appointment of a referee (the "**Referee**") who will render a non-binding decision with respect to the ADR Dispute. The Referee will be selected as follows:
 - (i) either party may within ten (10) business days after the written initiation of the appointment of a referee submit to the other party in writing the names of three (3) acceptable candidates for Referee who are immediately available to perform the role of Referee in either Metro Vancouver or Kamloops, British Columbia; and
 - (ii) if the parties have not agreed upon a Referee within five (5) business days after a submission of names by a party as provided above, then either party may request that the Referee be selected pursuant to the Rules of the British Columbia International Commercial Arbitration Centre, for that purpose only.

A candidate will be disqualified to act as a Referee if such candidate refuses to execute a confidentiality agreement.

- (b) The Referee's fees, disbursements and other costs will be shared equally by the parties. Within five (5) business days after the selection of the Referee, the parties will each submit to the Referee and the other party a copy of the ADR Dispute Notice, a complete list of the issues in ADR Dispute, the remedies sought, and a list of documents and any other information they believe relevant to the ADR Dispute. The Referee may in the course of the examination:
 - (i) require the other party to supply or prepare for examination by the Referee and the other party, any document or other information the Referee considers necessary;
 - (ii) examine the Facility or Services giving rise to the ADR Dispute;
 - (iii) convene meetings of the parties to discuss the issues in dispute in the presence of the Referee; and
 - (iv) take evidence from such witnesses and experts, as the Referee may deem appropriate.

The Referee will provide a written report setting out the Referee's decision.

- (c) If neither party disputes the Referee's decision, the Referee's decision will be binding on the parties. If either party disputes the Referee's decision, the disputing party will give notice to the other party within ten (10) business days after receipt of the Referee's report setting out fully the reasons for disagreeing with the Referee ("**Referee Dispute Notice**"). After delivery of a Referee Dispute Notice, the ADR

Dispute may be determined in a court of competent jurisdiction and the parties are entitled to seek any other legal remedies available to them pursuant to Applicable Law and this Agreement. The parties agree that the Referee's report, findings of the Referee and any without prejudice settlement offers made by either party are intended to be subject to settlement privilege and not intended to be admissible in any court proceeding relating to resolution of the dispute by the court.

- 21.7 No Relief of Obligations. Pursuit of the resolution of an ADR Dispute under any part of this Article 21 does not relieve the Service Provider of its responsibility to ensure continued and timely performance of the Services. Pending resolution of the ADR Dispute the Service Provider will comply with all requirements Prescribed by the Corporation in relation to the continued and timely performance of the Services.

ARTICLE 22

INCREASED MONITORING

- 22.1 Increased Monitoring. If:

- (a) an Event of Default occurs; or
- (b) the Service Provider's reports and other documentation submitted include reporting errors on more than three (3) occasions in any rolling twelve (12) consecutive month period,

without prejudice to any other right or remedy available to the Corporation, the Corporation may increase its monitoring and examinations of the performance by the Service Provider under this Agreement and carry out any increased monitoring or examinations which it reasonably requires for a period of up to 180 days. The Service Provider will reimburse the Corporation for all reasonable costs and expenses incurred by the Corporation in carrying out such additional increased monitoring or examinations and in particular, will reimburse the Corporation \$500 per day per Corporation employee or independent contract personnel (increased each year after the second Operating Year for cost of living at the Corporation's discretion) and for all third party costs and expenses utilized in such increased monitoring or examinations, within ten (10) business days after the Corporation delivers an invoice to the Service Provider for such amounts.

ARTICLE 23

STEP-IN RIGHTS

- 23.1 Step-In. If:

- (a) an Event of Default occurs and the Services are suspended pursuant to Article 24 (Suspension); or
- (b) an Event of Default occurs and the Corporation gives notice to the Service Provider of the steps and actions it considers appropriate to mitigate, rectify and protect against the consequences of such Event of Default and to ensure performance of the Services to meet the requirements of this Agreement (or as close as possible

to those requirements as the circumstances permit) and the Service Provider either:

- (i) does not confirm, within five (5) business days of such notice, or such shorter period as is appropriate in the case of an emergency, that it is willing to take such steps and actions as are required in the notice or does not within such five (5) business days present an alternative plan that the Corporation may, within a further five (5) business days, accept or reject, acting reasonably; or
- (ii) fails to take the steps referred to or required in such notice or accepted alternate plan within such time as set out in such notice or accepted alternate plan or within such time as the Corporation, acting reasonably, will stipulate,

then the Corporation may take such steps as it considers necessary or expedient to mitigate, rectify or protect against the Event of Default either by itself or by engaging any third party service provider to take any such steps, which may include the Corporation or any third party service provider performing any of the Services (including suspended Services).

23.2 Alternative Service Provider Authorization and Release. If the Corporation or any third party service provider performs any of the Services (including suspended Services), the Service Provider hereby authorizes and directs the Corporation and all third party service providers to provide such Services (including suspended Services), in accordance with the Service Provider's obligations under this Agreement, on its behalf and as its agent, and hereby confirms and ratifies the acts (save and except unlawful acts) of the Corporation and the third party service provider to the extent those acts are in accordance with the Service Provider's obligations under this Agreement. The Service Provider hereby releases and forever discharges the Corporation and any third party service provider who performs any of the Services (including suspended Services) from any Claim whatsoever for any act performed in accordance with this Article 23 or for any alleged neglect or default in the course of any act performed pursuant to this Article 23.

23.3 No Release of Responsibilities. The exercise by the Corporation of any of its rights under this Article 23 will not reduce or affect in any way the Service Provider's responsibilities under this Agreement.

23.4 Costs. The Service Provider will pay the Corporation the amount of all direct costs and expenses reasonably incurred by the Corporation in exercising its rights under this Article 23 and an additional mark-up of 20% of such costs and expenses in respect of indirect costs and overhead not otherwise directly attributable to the exercise of such rights.

23.5 Access. If the Corporation exercises its rights under this Article 23, the Service Provider will immediately provide all passwords, encryption, licence and other keys, administrative access and rights and other similar required information related to any systems, networks, devices, software or services, and all access to the Facility and the Site, including all

physical keys and security codes required for access, reasonably required for the Corporation to fully and completely exercise all of its rights under this Article 23.

ARTICLE 24 **SUSPENSION**

- 24.1 Event of Suspension. Upon an Event of Default, the Corporation may suspend the Services in whole or in part and such suspension will continue for such period of time that such Event of Default remains unremedied or the Corporation is of the reasonable opinion that the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia is prejudiced or at risk of prejudice. The Corporation may suspend the Services with or without notice, provided that if the Corporation suspends the Services without notice the Corporation will promptly advise the Service Provider of any such suspension.
- 24.2 Suspension Resulting in Termination. Any suspension under this Article 24 that continues for a period of eighteen (18) months is deemed to be a termination under Article 25 (Term & Termination).

ARTICLE 25 **TERM & TERMINATION**

- 25.1 Term. The Term is set out in Schedule A (Business Terms).
- 25.2 Extension. At its discretion, upon twelve (12) months' notice to the Service Provider the Corporation will have the option to extend the Term for up to five (5) additional years, on the same terms and conditions provided that:
- (a) the extension will not include the further right of extension under this Article 25.2; and
 - (b) the Service Provider will not be entitled to FIC unless the Corporation and the Service Provider agree to an extension of the MIR, the MIR Allocation and the Strategic Plan applicable to the extension.
- 25.3 Termination by the Corporation. The Corporation may terminate this Agreement with notice upon the occurrence of any of the following events:
- (a) in the event any Applicable Law renders the performance of this Agreement wholly or partially illegal and as a result thereof, after the application of Article 29.7, the Corporation is reasonably likely to be materially deprived of the benefit of this Agreement;
 - (b) an Event of Default; or
 - (c) a suspension under Article 24 (Suspension) that continues for a period of eighteen (18) months.

- 25.4 Termination Rights upon Force Majeure. The Corporation may terminate this Agreement as provided in Article 26.2.
- 25.5 Extension of Services at Site after Term. Without limiting the Corporation's option under Article 25.2, on or before the commencement of the sixteenth (16th) Operating Year, the Corporation, may, at its discretion, determine that it is desirable for the Service Provider to continue to provide the Services at the Facility beyond the expiry of the Term. In that event, the Corporation will consult with the Service Provider about entering into a new services agreement. Subject to Article 25.2, if the parties fail to reach agreement by the commencement of the seventeenth (17th) Operating Year, the Services will not be extended at the Facility beyond the Term.
- 25.6 Removal of Property. Upon expiry or earlier termination of this Agreement, the Corporation is at liberty to enter into the Facility and the common areas of the Site as required by the Corporation for purposes of removing the Gaming Supplies owned or supplied by the Corporation, should the Corporation choose to do so.
- 25.7 Return of Materials and Property. Within ten (10) business days following the expiry or earlier termination of this Agreement, the Service Provider will:
- (a) return to the Corporation all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the Corporation's Confidential Information;
 - (b) permanently erase all of the Corporation's Confidential Information, including the Corporation Data from its computer systems; and
 - (c) upon the Corporation's request, certify in writing that it has complied with the requirements of this Article 25.7.
- 25.8 Cooperation and Assistance. The Service Provider will provide reasonable cooperation and assistance to the Corporation, in the event of the Corporation's transition to an alternative service provider.
- 25.9 MIR Non-Compliance. Upon termination of this Agreement, if the Service Provider has failed to make its MIR Investments in the amounts, within the time frames, and as otherwise required by the Strategic Plan, the Service Provider is liable for and will pay the Corporation liquidated damages (the "**Estimated Damages**") calculated as the MIR Investments that the Service Provider was required to make in accordance with the Strategic Plan, but did not make, multiplied by 1.5. Within ten (10) days of such demand, the Service Provider will pay to the Corporation the Estimated Damages. The parties intend that the Estimated Damages constitute liquidated damages and not a penalty. The parties acknowledge and agree that the Corporation's harm or actual damages caused by the Service Provider's failure to make the MIR Investments would be impossible or very difficult to quantify accurately, and that the Estimated Damages are a reasonable estimate of the anticipated or actual harm or actual damages that arose from such a failure. The Service Provider's payment of the Estimated Damages is the Service Provider's sole liability and entire obligation and the Corporation's exclusive remedy for

such a failure, but will not limit any other liability resulting from a termination of the Agreement.

- 25.10 Effect of Expiry or Termination. Expiry or earlier termination of this Agreement does not relieve either party from any of its obligations outstanding under this Agreement up to the date of expiry or earlier termination or limit the remedies allowed by law or equity to which a party may be entitled in relation to such obligations or in relation to the expiry or earlier termination of this Agreement.

ARTICLE 26

FORCE MAJEURE

- 26.1 Force Majeure. If either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or obligation required under this Agreement, by a Force Majeure, the party will, subject to Article 26.2, be relieved from the fulfilment of such term, covenant or obligation during the period of such interruption, and the period for like performance of any such term, covenant or obligation will be extended for a period equivalent to the period of such delay.
- 26.2 Termination Rights upon Force Majeure. If a Force Majeure prevents a party from performing all or substantially all of its obligations, covenants and agreements under this Agreement for more than one hundred and eighty (180) days, the Corporation will have the option of terminating this Agreement on thirty (30) days' notice to the Service Provider.

ARTICLE 27

TEMPORARY ABEYANCE

- 27.1 Event of Abeyance. Upon the request of the Service Provider and as the result of an event that has occurred or will occur that materially adversely affects the Service Provider, the Facility, or the Services, the Corporation may at its discretion temporarily hold the Service Provider's obligations and any other rights granted to the Service Provider pursuant to this Agreement in abeyance (but without extension of the Term), and such abeyance will continue for such period of time as the Corporation determines is reasonably necessary as a result of the adverse event. At any time, the Corporation may provide thirty (30) days' notice of the termination of the abeyance, in which case all obligations and rights granted under this Agreement will resume and the Service Provider will provide the Services in accordance with this Agreement.

ARTICLE 28

INDEMNITY & LIMITATION OF LIABILITY

- 28.1 Service Provider's Indemnity. The Service Provider will indemnify and save harmless the Corporation and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly:
- (a) any act or omission of the Service Provider or its Personnel or its subcontractors or their Personnel in relation to this Agreement, including:

- (i) illegal acts or omissions, including illegal transactions; and
- (ii) fraud, negligence, and/or wilful misconduct;
- (b) any non-compliance by the Service Provider or its Personnel or its subcontractors or their Personnel with, or breach of, the provisions, covenants, representations and warranties contained in this Agreement, the Game Conditions, the BCLC Standards or Applicable Law;
- (c) any loss of or physical damage to property or assets, including Gaming Supplies, of the Corporation or its directors, officers, employees, representatives, consultants and agents, including at the Facility or the Site;
- (d) any Claims of any third party, including for loss of or physical damage to property or assets or injury (including death), including at the Facility or the Site;
- (e) the Service Provider's Marketing Programs and Promotional Programs, including any Contests;
- (f) any lost, stolen and otherwise unaccounted for monies or Chips, based on their face value;
- (g) any counterfeit monies or Chips accepted by the Service Provider, based on their face value;
- (h) any improper or unauthorized use or disclosure of Corporation Data or an Information Security Incident;
- (i) any violation of any Intellectual Property Right of any third party or the Corporation;
- (j) any obligations of the Service Provider relating to any labour or employment arrangements and the relevant Applicable Law;
- (k) any Winnings paid to Players who were ineligible to win such amounts because they (i) were barred or self-excluded, (ii) did not comply with the Game Conditions, or (iii) for any other reason pursuant to Applicable Law or the BCLC Standards were not permitted to enter or be present in the Facility or participate in Games at the Facility; and
- (l) any payments made by the Corporation on behalf of the Service Provider for which reimbursement is required under this Agreement or by Applicable Law,

except to the extent caused, or contributed to, by any negligent act or omission, or any wilful misconduct by the Corporation.

28.2 Corporation's Indemnity. Subject to Article 28.3, the Corporation will indemnify and save harmless the Service Provider and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly any wilful misconduct of the Corporation or any Person engaged or employed by the Corporation in the performance of the Corporation's

obligations under this Agreement, except to the extent the Service Provider is liable to indemnify the Corporation under Article 28.1.

- 28.3 Limitation of Liability. The Service Provider acknowledges and agrees that the Corporation will not be liable to the Service Provider, whether in contract or in tort or on any other basis whatsoever, for:
- (a) loss or injury resulting from the installation, operation or removal of the Gaming Supplies or failure, malfunctions or interruptions in use or cessation of operation thereof nor reasonable defacement of the Facility caused by the installation, repair or removal of the Gaming Supplies; or
 - (b) any indirect or consequential losses or damages, including loss of revenue, loss of profits, loss of use, loss of contract, loss of goodwill, loss of business or loss of business opportunity or any exemplary, punitive or special damages.

ARTICLE 29

GENERAL TERMS

- 29.1 No Fettering of Discretion. Nothing in this Agreement will fetter or otherwise interfere with or limit the rights, powers and authority of the Corporation to enact, amend, administer and enforce any laws, regulations or rules, and unless otherwise expressly provided for in this Agreement the Service Provider is not entitled to claim or receive any compensation or other relief whatsoever as a result of the Corporation enacting, amending, administering or enforcing any laws, regulations or rules.
- 29.2 Set Off. If, under this Agreement or any document delivered under this Agreement, the Service Provider becomes required to pay any sum of money to the Corporation, then such sum may, at the election of the Corporation, and without limiting or waiving any right or remedy of the Corporation under this Agreement, be set off against and will apply to any amounts owed by the Corporation to the Service Provider including the Commission, until such sum has been completely set off.
- 29.3 General Duty to Mitigate. In all cases where the Corporation may be liable to pay the Service Provider any amount, including for any costs, damages or compensation, or may be required to grant any extension of time for performance of the Service Provider's obligations, the Service Provider will use all reasonable efforts to mitigate such amount required to be paid by the Corporation and the length of the extension of time. Upon request from the Corporation, the Service Provider will promptly submit a detailed description, supported by all such documentation as the Corporation may reasonably require, of the measures and steps taken by the Service Provider to mitigate and meet its obligations under this Article 29.3.
- 29.4 Survival. The provisions of Article 1 (Interpretation); Articles 2.6, 3.2(a) and 6.3; Article 7 (Security & Surveillance); Article 9 (Financial Accounts & Records); Article 10 (Examinations); Article 12 (Protection, Use & Disclosure of Data & Information); Article 13 (Intellectual Property); Article 18.2; Article 21 (Alternative Dispute Resolution for ADR Disputes); Articles 25.5, 25.6, 25.7, 25.8, 25.9 and 25.10; Article 26 (Force Majeure); Article 28 (Indemnity & Limitation of Liability); Article 29 (General Terms); Schedule B

(Service Provider Ownership Information); Schedule C (Privacy Protection Schedule) and Schedule D (Definitions) and, without limiting the foregoing, all representations and warranties and indemnities in this Agreement that are indicated to survive after the expiry or earlier termination of this Agreement and all rights accrued prior to expiry or earlier termination of this Agreement will survive the expiry or earlier termination of this Agreement.

- 29.5 Notice. All notices hereunder will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Article):

If to the Corporation: British Columbia Lottery Corporation
74 West Seymour Street
Kamloops, BC V2C 1E2

Attention: Legal Services

E-mail: legalservices@bclc.com

If to the Service Provider: Gateway Casinos & Entertainment Limited
4331 Dominion Street
Burnaby, BC V5G 1C7

Attention: Chief Legal Officer

E-mail: legal@gatewaycasinos.com

Notices sent in accordance with this Article are deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt), (b) when received, if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient, or (d) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 29.6 Time of the Essence. Time is of the essence in this Agreement.

- 29.7 Severability. If any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision is ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

- 29.8 Waiver. A waiver by a party hereto of any right, benefit or default under this Agreement on any particular occasion will not be deemed or construed to be a waiver of any such right, benefit or default thereafter or a waiver of any other right, benefit or default, as the case may be. A waiver of any right, benefit or default under this Agreement on any particular occasion will not be effective against the Corporation unless the waiver is in writing and executed by an authorized signatory of the Corporation.

- 29.9 Entire Agreement. This Agreement and the instruments and documents to be executed pursuant to it constitutes the entire agreement between the Service Provider and the Corporation with respect to all matters contained herein, and supersedes all other communications, representations, agreements and understandings, oral or written, between the parties hereto or their respective representatives with respect to the matters herein. All prior services agreements between the Corporation and the Service Provider with respect to services at the Facility, including any Previous Agreement, are hereby terminated.
- 29.10 Amendments. This Agreement may only be amended by an agreement of the parties in writing.
- 29.11 Governing Law. This Agreement is made under and is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 29.12 Attornment. For the purposes of any legal actions or proceedings brought by either party against the other party in accordance with this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.
- 29.13 Further Actions. The parties hereto will execute and deliver all such further documents, do or cause to be done all such further acts and give all such further assurances as may be necessary to give full effect to the intent of this Agreement.
- 29.14 Remedies. The remedies to which any party hereto may resort are cumulative and not exclusive of any other remedies allowed by law or equity to which such party may be entitled, and such party would be entitled to pursue any of its remedies concurrently, consecutively and alternatively.
- 29.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which will together constitute one and the same instrument.

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the **1st** day of **APRIL, 2018**

Witness:	)	BRITISH COLUMBIA LOTTERY
	)	CORPORATION
	)	by its authorized signatories:
_____)	
Signature	)	Per: _____
_____	)	Name: _____
Print Name)	
_____	)	Per: _____
Address	)	Name: _____

Witness:	)	GATEWAY CASINOS & ENTERTAINMENT
	)	LIMITED
	)	by its authorized signatories:
_____)	
Signature	)	Per: _____
_____	)	Name: _____
Print Name)	
_____	)	Per: _____
Address	)	Name: _____

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 1st day of APRIL, 2018

Witness:

 Signature *Jerry Williamson*
 Print Name JERRY WILLIAMSON
74 W. SEYMOUR ST, KATHLOOPS, BC.
 Address V2C 1E2

BRITISH COLUMBIA LOTTERY CORPORATION

by its authorized signatories:

Per:

Name: *Jim D. Lightbody*

Per:

Name:

Witness:

 Signature
 Print Name
 Address

GATEWAY CASINOS & ENTERTAINMENT LIMITED

by its authorized signatories:

Per:

Name:

Per:

Name:

29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement dated with effect as at the 1st day of APRIL, 2018

Witness:

Signature Jerry Williamson
 Print Name JERRY WILLIAMSON
 Address 74 W. SEYMOUR ST, KAMLOOPS, B.C.
V2C 1E2

BRITISH COLUMBIA LOTTERY
 CORPORATION

by its authorized signatories:

Per:

Name: JIM D. LIGHTBODY

Per:

Name:

Witness:

Signature Donna Taniguchi
 Print Name Donna Taniguchi
 Address 4331 Dominion St. Burnaby
BC V5G 1C7

GATEWAY CASINOS & ENTERTAINMENT
 LIMITED

by its authorized signatories:

Per:

Name: Anthony Santo

Per:

Name:

CONFIDENTIAL**Schedule A**
Business Terms**A1. Facility Location and Name**

A1.1 The Facility at which the Service Provider will provide the Services is named:

LAKE CITY CASINO - KELOWNA

and is located at the following Site:

1300 Water Street, Kelowna, BC V1Y 9P3

A2. Term

A2.1 The term of the Agreement is twenty (20) years, commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2038 subject to suspension or early termination as provided in the Agreement, unless extended under Article 25.2 of this Agreement or terminated in accordance with the provisions of this Agreement (the "**Term**")

A3. Gaming Supplies

A3.1 The Corporation authorizes the Service Provider to provide the Services for the following Games:

- (i) electronic gaming devices, which include slot machines and electronic table games;
- (ii) table games, which include standard traditional table games and electronically assisted table games;
- (iii) bingo games, which include paper bingo games, bingo paper side games and electronic pull tabs (BETS); and
- (iv) those other classes and subclasses of Games as may be Prescribed by the Corporation.

A3.2 The provision of Gaming Supplies by the Corporation is not intended to create any separate supply of a good or service.

A4. Remuneration

A4.1 The Corporation will pay the Service Provider for the Services as follows:

- (i) For electronic gaming devices:
 - (A) 25% of the Net Win from slot machines; and

- (B) 25% of the Net Win from electronic table games;
 - (ii) For table games:
 - (A) 42.5% of the Net Win from electronically assisted table games;
 - (B) 42.5% of the Net Win from Category A standard table games except for the following table games when offered as a Category A table game:
 - (i) 62.5% of the Net Win from low limit blackjack as defined in BCLC Standards;
 - (ii) 77.5% of the Net Win from craps; and
 - (iii) 77.5% of the Net Win from community poker as defined in BCLC Standards.
 - (C) 40.0% of the Net Win from Category B standard table games except for the following table games when offered as a Category B table game:
 - (i) 75% of the Net Win from craps.
 - (iii) a portion of the Net Win from bingo games, calculated as follows:
 - (A) 90% of weekly Net Win from bingo games on the first \$10,000.00 of weekly Net Win from bingo games;
 - (B) 45% on weekly Net Win from bingo games in excess of \$10,000.00 of weekly Net Win from bingo games;
 - (C) 60% of weekly Net Win from bingo paper side games; and
 - (D) 25% of weekly Net Win from electronic pull tabs (BETS)
 - (iv) 5% of the Net Win (the "**FIC**"), which is contingent on the Service Provider participating in the MIR Program and making the MIR Investments on the timeframes and manner set out in the Strategic Plan and otherwise in accordance with the MIR Program; and
 - (v) for all other classes or subclasses of Games, the percentage of Net Win for that class or subclass of Game as may be Prescribed by the Corporation
- (items (i) through (v) above, being together the "**Commission**").

A5. Loyalty Programs

- A5.1 The initial terms of the Loyalty Programs will provide, *inter alia*, that, the Service Provider and the Corporation will, share the cost of Free Play on the following terms:
- (i) The Service Provider will not be charged for:

- (A) Service Provider-awarded Free Play Redeemed up to a maximum of 2% of the Net Win from all slot machines and electronic table games;
 - (B) Service Provider-awarded Free Play Redeemed up to a maximum of 0.3% of the Net Win from all table games; or
 - (C) Service Provider-awarded Free Play Redeemed up to a maximum of the percentage Prescribed by the Corporation of the Net Win from all other classes or subclasses of Games.
- (ii) If the Service Provider-awarded Free Play Redeemed during the applicable period is in excess of the applicable amount in Article A5.1(i)(A), (B) or (C), the Service Provider will pay the Corporation 47% of the amount by which the Service Provider-awarded Free Play Redeemed exceeds the applicable amount in Article A5.1(i)(A), (B) or (C).

A5.2 The Service Provider and the Corporation will share F&B Redeemed on the following terms:

- (i) The Corporation will compensate the Service Provider for 50% of F&B Redeemed, based on a calculation of 85% of the retail menu price, up to a maximum amount Prescribed by the Corporation per facility per Operating Year.
- (ii) If the Service Provider does not directly provide food and beverage service, the Service Provider will contract for the F&B Redeemed and will bear all costs in addition to the compensation by the Corporation under Article A5.2.

A5.3 The Corporation may amend the terms of the Loyalty Programs, including the levels of contribution by both the Service Provider and the Corporation, at its discretion, provided that the Corporation will give not less than sixty (60) days' notice to the Service Provider, and will provide an opportunity for the Service Provider to provide comments on such amendments within thirty (30) days after the notice. The Corporation will, acting reasonably, take the Service Provider's comments into consideration having regard to a cost-sharing that is a reflection of the benefits to each party that may be obtained from the amendment to the Loyalty Program. The Service Provider will provide all food, beverage, goods and services required by the Loyalty Programs directly, or will enter into contracts acceptable to the Corporation for such food, beverage, goods and services and will bear all costs related thereto except to the extent provided for in the Loyalty Programs.

A6. MIR Program

A6.1 The Corporation will, in accordance with the BCLC Standards, administer the MIR Program. The Service Provider will comply with the MIR Program. The parties acknowledge and agree that the FIC is not an advance or reimbursement for any particular MIR Investment made by the Service Provider.

A6.2 The MIR is [\$_____] for the Term, with the MIR Allocation to be in accordance with the Strategic Plan.

- A6.3 In the event the Facility is a new facility, or the Facility has been relocated, within 30 days after the end of the second full Operating Year of this Agreement, the Corporation will calculate the MIR in accordance with the BCLC Standards and as otherwise Prescribed by the Corporation.
- A6.4 In the event that a Service Provider seeks the Corporation's consent pursuant to Article 17.2 for a transfer, sale, assignment or other disposition of this Agreement, then the Corporation shall be entitled to recalculate and redistribute the resulting MIR in accordance with the BCLC Standards.
- A6.5 Over the Term, the Service Provider will make the specific MIR Investments on the timeframes and otherwise in the manner set out in the Strategic Plan.
- A6.6 Under no circumstances will the Corporation reimburse the Service Provider in respect of any particular MIR Investment and the Corporation will not be responsible for payment of any particular MIR Investment.
- A6.7 If a MIR Event occurs, the parties proceed with the ADR Procedure for the MIR Event and the parties fail to resolve the MIR Event by the step set out in Article 21.5 (Step Three - CEO), the Corporation may at its discretion suspend payment of the FIC until the Service Provider makes all such MIR Investments it had committed to make by such date in its Strategic Plan. The Service Provider acknowledges that the benefits of the MIR Investments to the Corporation depend on the timing of the MIR Investments. If the Corporation suspends payment of the FIC under this Article A6.7, the Service Provider has no right to receive such suspended FIC after making the MIR Investments it had committed to make.
- A6.8 Without duplicating the foregoing, the Service Provider acknowledges that the FIC replaces the facilities development commission and accelerated facilities development commission (the "**FDC/AFDC**") that was included in the Corporation's policies or the operating services agreement between the parties that was in effect up to and including the effective date (the "**Previous Agreement**"). The Service Provider expressly acknowledges and agrees that in consideration of the mutual covenants and agreements contained in this Agreement, including the FIC, the Commission and the Term of this Agreement, the Service Provider hereby agrees that the Corporation no longer has any obligation to the Service Provider with respect to any FDC/AFDC balances that had accrued under the Previous Agreement, and releases and discharges the Corporation and its affiliates, subsidiaries, licensees, directors, officers, employees, representatives, agents, insurers, assigns and successors, from all Claims of or from the Service Provider or any other Person, directly or indirectly arising out of or in connection with the Previous Agreement and the FDC/AFDC. If there was no Previous Agreement between the Parties, this Article 6.8 does not apply.

A7. Automated Teller Machines

- A7.1 Subject to compliance with Applicable Law, the Service Provider has the exclusive right to install and operate cash dispensing machines known as of the Effective Date as "automated teller machines" in the Facility.

A8. Transition Provisions

- A8.1 The provisions of Attachment A-2 (Transitions Provisions) will apply for purposes of transition from the Previous Agreement to this Agreement.

**Attachment A-1
Strategic Plan**

Attachment A-2
Interim Transition Provisions

Notwithstanding their execution of this Agreement, the Corporation and the Service Provider acknowledge and agree to amend and restate this Agreement, including, for greater certainty, these Interim Transition Provisions, as of the Effective Date to reflect and incorporate the following:

- (a) The Transition Provisions as required by Article A8;
- (b) The calculation of the MIR as required by Article A6;
- (c) The Business Plan as required by Article 4, including a MIR Allocation;
- (d) The definition of "Operating Year";
- (e) Schedule B (Service Provider Ownership Information); and
- (f) The corporate structure of the Service Provider as of the Effective Date.

which shall be completed at a later date but in any event shall be completed prior to the Effective Date.

CONFIDENTIAL**Schedule B**
Service Provider Ownership Information**Holders of Significant Interest**

The Service Provider hereby represents and warrants that:

- (i) the following Persons, and no others, directly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;³

Name of Holder of Interest

Percentage and Class of Ownership Interests

- (ii) the following Persons, and no others, indirectly hold Significant Interests as defined in Article 17.3, in the Service Provider, and that the percentage and class of ownership interests held by those Persons is as set out opposite their names and that each such Person is registered as a gaming services provider under the *Gaming Control Act*;⁴

Name of Holder of Interest

Percentage and Class of Ownership Interests and Description of Indirect Interest

[]

[] %]

- (iii) all subsidiaries and affiliates of the Service Provider are listed below:

Subsidiaries:

³ To be updated to represent the Service Provider's ownership structure.

⁴ To be updated to represent the Service Provider's ownership structure.

Affiliates:

Schedule C

Privacy Protection Schedule

The parties acknowledge and agree that this Schedule is the Corporation's standard form privacy protection schedule, and that for purposes of interpreting this Schedule "Public Body" and "BCLC" mean the Corporation and "Contractor" means the Service Provider.

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure
 the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and BCLC's Information Systems Security requirements

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act;
 - (b) BCLC's Information Systems Security requirements in respect of the personal information as may be provided to the Contractor from time-to-time; and
 - (c) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

Schedule D
Definitions

- (a) **"ADR Dispute"** means a dispute that is a dispute relating solely to:
 - (i) an ADR Event;
 - (ii) a MIR Event;
 - (iii) a Payment Dispute; or
 - (iv) at the Corporation's option, a Material Breach;
- (b) **"ADR Event"** means any of:
 - (i) the failure of the Service Provider to cure a Compliance Breach set out in the Default Notice by the date stipulated in the Default Notice or by such longer period of time agreed to by the Corporation under Article 20.2;
 - (ii) the Service Provider commits the same or a substantially similar Compliance Breach more than three (3) times in any rolling six (6) month period, even if any such Compliance Breach has been cured; or
 - (iii) if the Corporation does not accept an Annual Business Plan within one hundred and eighty (180) days of receipt thereof or if Corporation and the Service Provider are unable to agree to revisions to an Annual Business Plan pursuant to Articles 4.4 or 4.5 as applicable;
- (c) **"ADR Procedure"** means the alternative dispute resolution procedure set out in Article 21 (Alternative Dispute Resolution for ADR Disputes) to this Agreement;
- (d) **"Agreement"** means this Operational Services Agreement, including all schedules;
- (e) **"Annual Business Plan"** means the annual business plan, including operating budget, business plan and marketing plan for the Facility, accepted by the Corporation pursuant to Article 4.4;
- (f) **"Applicable Law"** means any domestic or foreign law, treaty, statute, subordinate legislation, regulation, rule, bylaw, standard, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or juridical, arbitral, administrative, ministerial or departmental judgment, order, award, decree, directive or other requirement or guideline issued by any governmental, regulatory, legislative or executive authority, professional or standard-setting body or other crown agency, judicial, quasi-judicial, administrative body, which applies to or is otherwise intended to govern or regulate either of the parties, the Facility, Gaming, the Site, or the Services, whether or not having the force

of law, and including the *Criminal Code*, the *Gaming Control Act*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and all regulations, directives and rules made thereunder, and all guidance and requirements of the Gaming Policy and Enforcement Branch or any successor thereto;

- (g) **"BCLC IP"** means all Intellectual Property Rights which (i) the Corporation owned or licensed prior to this Agreement, (ii) which are acquired, conceived, created, developed or first reduced to practice by or on behalf of the Corporation outside the scope of this Agreement during the Term or (iii) which are acquired, conceived, created, developed, or first reduced to practice by or on behalf of the Service Provider (or its Personnel or subcontractors or their Personnel) in the course of providing the Services under this Agreement, and expressly includes the Computer System, any Corporation Data, BCLC Standards, Games, Lottery Schemes, Licensed IP (from anyone other than Service Provider), Approved Corporation Trademarks and the Loyalty Programs and the Corporation's Promotional Programs and Marketing Programs;
- (h) **"BCLC Services Manual"** means the document Prescribed as such by the Corporation;
- (i) **"BCLC Standards"** means any standards, policies, procedures, guides, guidelines and manuals relating to the Services or governing the operation of the Facility and Games, as included in the BCLC Services Manual and Prescribed as such by the Corporation;
- (j) **"CASL"** means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)*;
- (k) **"Category A"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (l) **"Category B"** means the Games Prescribed as such by the Corporation in the BCLC Standards;
- (m) **"Chips"** mean chips, markers, electronic gaming device (EGD) gaming tickets, plaques, tokens and other tender or rights that are convertible into cash, as Prescribed by the Corporation;
- (n) **"Chip Liability"** means at any time, an amount in cash equal to the face value of Chips provided by the Service Provider in exchange for cash or cash equivalent;
- (o) **"Claims"** means claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments,

prosecutions, information or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, charges, injuries (including death), damages or losses, contingent or otherwise, including loss of revenue, loss of value, loss of use, loss of profit, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all actual costs incurred in examining or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(p) **"Compliance Breach"** means:

- (i) failure to comply with the BCLC Standards identified in Appendix A of the BCLC Services Manual; or
- (ii) failure to comply with any Game Condition;

(q) **"Computer System"** means all the software, services, devices, equipment, network resources, data or materials owned or controlled by the Corporation and used in the operation, maintenance, monitoring or protection of its business, including:

- (i) the central computer system of the Corporation;
- (ii) the GMS;
- (iii) the casino reporting system;
- (iv) any computer system used by the Corporation to record Game transactions, including bingo cards, bingo tickets or electronic bingo slips issued or validated by a computer terminal;
- (v) computers controlled and maintained by the Corporation to which Games in the Facility are connected for the purpose of providing certain instruction and recording data related to the operation of such Games; and
- (vi) any other computer system utilized by the Corporation;

(r) **"Confidential Information"** means all non-public confidential information disclosed or made available by the Disclosing Party in oral, visual, written, electronic or other tangible or intangible form, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", to the Recipient in connection with the provision of the Services and this Agreement, together with notes, analyses, summaries, reports and other materials prepared by the Recipient that contain, are based on or otherwise reflect, to any degree, any of the foregoing, provided that Confidential Information does not include information that is:

- (i) independently created by a Recipient without use or reliance on the Disclosing Party's Confidential Information;
- (ii) in the public domain;
- (iii) known to the Recipient at the time of disclosure; or
- (iv) rightfully obtained by the Recipient on a non-confidential basis from a third party,

and the Corporation's Confidential Information is deemed to include the Corporation Data.

- (s) **"Contest"** means a contest, lottery, game of chance or skill, or mixed chance and skill, or the disposition of any product or other benefit by any mode of chance, skill or mixed chance and skill, that is not a Lottery Scheme;
- (t) **"Corporation Data"** means any information, data, or materials (in any format and including metadata) generated, captured, organized, transmitted or recorded in connection with (i) the operation of the Facility, BCLC IP, Gaming Supplies, the Computer System or any Game (wherever and howsoever such data is transmitted or located), and (ii) the Loyalty Programs, including any such information, data or materials generated, captured, organized, transmitted or recorded by the SP Systems; and without limiting the generality of the foregoing, "Corporation Data" includes (A) Player Information, (B) information, data or materials related to the surveillance, monitoring or controlling of access to and operation of the Facility and the Games in the Facility, and (C) information, data or materials created, acquired, developed or generated by or on behalf of the Service Provider in the course of providing the Services, but excludes human resources files maintained in respect of Personnel and SP Surveillance Data;
- (u) **"Default Notice"** means a notice provided by the Corporation of a Compliance Breach and/or Material Breach;
- (v) **"Disclosing Party"** means the Corporation or the Service Provider, as applicable, that discloses or makes available Confidential Information;
- (w) **"Effective Date"** means the date of this Agreement;
- (x) **"Event of Default"** means the occurrence of any of the following events:
 - (i) if:
 - (A) the Service Provider fails to cure a Material Breach set out in the Default Notice by the date stipulated in the Default Notice or by such longer period of time agreed to by the Corporation under Article 20.2;

- (B) a longer period of time is agreed to by the Corporation under Article 20.2 and the Service Provider fails to make commercially reasonable efforts to cure the Material Breach within such longer period of time; or
 - (C) the Service Provider commits the same Material Breach three (3) or more times in a six (6) month period;
- (ii) if the Service Provider refers an ADR Dispute to the ADR Procedure in Article 21 (Alternative Dispute Resolution for ADR Disputes), and the matter has not been referred to a Referee, and/or a Referee Dispute Notice has been sent, and/or no resolution has been obtained within three (3) months;
- (iii) any direct or indirect transfer, sale, assignment or other disposition of this Agreement or any disposition or acquisition of any Significant Interest, grant of a security interest or subcontracting contrary to the provisions of Article 17 (Transfer, Sale & Assignment) or Article 18 (Subcontractors), as applicable;
- (iv) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider;
- (v) during an examination by the Corporation, information arises about the Service Provider, its Personnel, or its subcontractors or their Personnel, that in the reasonable opinion of the Corporation, would prejudice the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
- (vi) any of the Service Provider, its Personnel, its subcontractors or their Personnel is charged with an offence which, in the reasonable opinion of the Corporation, prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;
- (vii) the Service Provider is unable to provide, ceases to provide, or breaches the terms of the licences in Articles 5.1, 5.2 or 5.3 other than by reason of a Force Majeure;
- (viii) the Service Provider or any officer or director of the Service Provider has made a material misrepresentation on any documentation submitted to the Corporation by or on behalf of the Service Provider;
- (ix) any of the assets of the Service Provider are seized or distrained, or if the Service Provider (A) becomes insolvent or bankrupt, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a

- general assignment for the benefit of its creditors, (E) applies for, or consents to, or is subject to a court order for, or if any encumbrance holder or lender takes any steps in court or otherwise for, the appointment of a monitor, liquidator, custodian, trustee or receiver for a substantial part of its property or business, or (F) is dissolved or liquidated, or takes any corporate action for such purpose;
- (x) the Service Provider is no longer registered as a gaming services provider under the *Gaming Control Act*; or
 - (xi) the wilful default of the Service Provider to give notice to the Corporation of any event as required by Article 4.6;
- (y) **"Facility"** means the portion or portions of the Site Prescribed by the Corporation:
- (i) in which Gaming may occur; or
 - (ii) which are required for purposes of security, surveillance, monitoring or controlling of access to Gaming or otherwise required for the Corporation to conduct, manage and operate Lottery Schemes;
- (z) **"FIC"** has the meaning given in Schedule A (Business Terms);
- (aa) **"FIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (bb) **"Fiscal Year"** means a fiscal year of the Corporation, which starts on April 1 and ends on March 31;
- (cc) **"Force Majeure"** means riots, insurrections, interventions by a governmental authority, acts of God or other cause or causes beyond the party's reasonable control, but not including any event that is the result of breach of this Agreement or breach of law, economic hardship or lack of financing, equipment failure, unavailability of personnel, labour or subcontractors or labour disputes, strikes or lock-outs of the Service Provider's Personnel or the Personnel of its subcontractors;
- (dd) **"Free Play"** means rights provided to a Player or other customer without charge, but which cannot be redeemed by Players for cash or paid out from their accounts, under the Loyalty Programs, Marketing Programs (excluding Promotional Programs) or Contests, and which rights may be redeemed for participation in Games or for food and beverage products at the Facility or for other products Prescribed by the Corporation;
- (ee) **"F&B Redeemed"** means the face value, expressed in currency, of Free Play redeemed by Players for food and beverage products at the Facility;

- (ff) **"Free Play Redeemed"** means the face value, expressed in currency, of Free Play redeemed by Players for participation in Games at the Facility;
- (gg) **"Game Conditions"** means the instructions, criteria, conditions, information, prize entitlement, descriptions, explanations, guides, standards, policies, rules of play, procedures or qualifications of a Game or related promotional scheme, Prescribed by the Corporation, which govern a Player's participation and the Player's entitlement to claim a prize in a Game or promotional scheme;
- (hh) **"Games" or "Gaming"** means any Lottery Schemes conducted, managed and operated by the Corporation in the Facility pursuant to this Agreement, including the Loyalty Program, slot machine games, table games, electronic table games and such other class of Games as may be conducted, managed and operated by the Corporation;
- (ii) **"Gaming Accounts"** means the bank account or accounts of the Corporation Prescribed by the Corporation for purposes of this Agreement, each such account to be in the name of and for the sole benefit of the Corporation;
- (jj) **"Gaming Bankroll"** means the cash float owned by and supplied by the Service Provider for the purposes of making change, redeeming Chips and paying Winnings;
- (kk) **"Gaming Supplies"** means gaming supplies as defined in the *Gaming Control Act*;
- (ll) **"GMS"** means such gaming management software and infrastructure system as may be specified in the BCLC Standards;
- (mm) **"Ineligible Jackpots"** means, for a specified period, any amounts won by, but not paid to, Players, by reason that the Players were ineligible to win such amounts because they were barred or self-excluded, did not comply with the Game Conditions, or for any other reason pursuant to Applicable Law or the BCLC Standards;
- (nn) **"Information Security Incident"** means the unauthorized or unlawful loss, destruction, access, use, disclosure, or modification of any Corporation Data, SP Surveillance Data, or other data or information relating to Gaming at the Facility, in each case, to the extent within the possession or control of the Service Provider, its Personnel or its subcontractors or their Personnel, or residing on the SP Systems;
- (oo) **"Intellectual Property Rights"** means all Canadian and worldwide rights now and arising in the future to all (i) patents, inventions (whether patentable or unpatentable, whether or not reduced to practice, and/or whether developed alone or jointly with others), (ii) trademarks, trade dress, designs, and all related goodwill, (iii) copyrights and other similar rights of authorship, including moral rights, (iv) integrated circuit designs and other similar rights, (v) software, algorithms, routines, programs, code (and notes), system architecture, logic

flow, data and databases, (vi) trade secrets, (vii) all copies, tangible embodiments, modifications, enhancements, derivative works of any of the foregoing, (viii) all rights to sue and collect remedies for any infringement of any of the foregoing, and (ix) applications, disclosures, reissuances, renewals, continuations, continuations-in-part, divisions, or revisions to any of the foregoing;

- (pp) **"Leased Games"** means leased or licensed proprietary Games supplied by the Corporation to the Facility;
- (qq) **"Licensed IP"** means any Intellectual Property Rights licensed by the Corporation used in connection with the operation of the Facility;
- (rr) **"Lottery Scheme"** has the meaning ascribed in section 207(4) of the *Criminal Code*;
- (ss) **"Loyalty Programs"** means the promotional loyalty programs, which may be Promotional Programs, conducted, managed and operated by the Corporation, a portion of which programs are initially set out in Article A5 of Schedule A (Business Terms) and which may be amended as Prescribed by the Corporation;
- (tt) **"Marketing Programs"** means marketing programs advertising one or more facilities operated by the Service Provider, and do not include Promotional Programs;
- (uu) **"Material Breach"** means the occurrence of any of the following events:
 - (i) if the Service Provider:
 - (A) fails to comply with any BCLC Standards (other than a Compliance Breach);
 - (B) fails to comply with Applicable Law;
 - (C) fails to comply with any provision of this Agreement;
 - (D) fails to comply with any provision of any Material Contract or if any of the Service Provider's affiliates fails to comply with any provision of any Material Contract; or
 - (E) fails to comply with Article 7 (Security & Surveillance), Article 10 (Examinations) or Article 12 (Protection, Use & Disclosure of Data & Information);
 - (ii) any officer or director of the Service Provider, is charged with an offence which prejudices the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia;

- (iii) any theft, fraud or other misappropriation of the Corporation's funds by the Service Provider's Personnel, the Service Provider's subcontractors or their Personnel;
- (iv) the failure to maintain the Gaming Bankroll as required by Article 8.4;
- (v) a material adverse change in the financial condition of the Service Provider or in the business operations of the Service Provider, which in the Corporation's opinion affects the ongoing viability of this Agreement or any Services; or
- (vi) the Service Provider discontinues business operations or fails to provide the Services by reason other than a Force Majeure or a temporary abeyance in accordance with Article 27;
- (vv) "**MIR**" is the minimum investment requirement for purposes of the MIR Program, in the amount determined in accordance with Schedule A (Business Terms);
- (ww) "**MIR Allocation**" means the allocation of MIR Investments throughout the Term as set out in the Strategic Plan;
- (xx) "**MIR Event**" means the first time the Service Provider fails to make MIR Investments in accordance with the Strategic Plan, or the then-effective Annual Business Plan for one year or more; provided that if this occurs in the eighteenth (18th), nineteenth (19th) or twentieth (20th) Operating Year, or if such event is the second time that one of the foregoing events has occurred, such event will also be deemed to be an Event of Default;
- (yy) "**MIR Investments**" means the additional eligible investments by the Service Provider in the Facility, Site and the Services pursuant to the MIR Program;
- (zz) "**MIR Program**" means a program specific to the Service Provider, and in accordance with this Agreement, the Strategic Plan, the BCLC Standards and as Prescribed by BCLC, for purposes of providing the Service Provider with an incentive to increase Revenue by making additional investments in the Facility, Site and the Services;
- (aaa) "**Net Win**" for a specified period, means the aggregate of all Revenue, less the aggregate of all Winnings, less any Free Play Redeemed, less all accrued Player contributions to progressive jackpot Games and less the Ineligible Jackpots, with all such amounts adjusted to be net of any applicable sales or value-added tax and of all other applicable taxes;
- (bbb) "**Operating Year**" means each period commencing on [●] and ending on the immediately following [●]; provided, however, that (i) the first Operating Year will be the period commencing on the Effective Date and ending on the immediately following [●] and (ii) if this Agreement expires or otherwise terminates on a date other than [●], the last Operating Year will be the period

commencing on the [●] that immediately precedes the date of such expiry or termination and ending on the date of such expiry or termination;

- (ccc) **"Payment Dispute"** means a dispute over a statement of account or invoice provided pursuant to Article 8 (Financial Matters & Obligations) or the calculation of any amount owing or payable by either party pursuant to this Agreement;
- (ddd) **"Person"** includes an individual, corporation, body corporate, firm, partnership, society or other incorporated body, limited liability company, governmental authority, association, union, syndicate, joint venture, trust, trustee, executor, administrator or other legal representative, as the context requires;
- (eee) **"Personal Information"** has the meaning given to the term "personal information" in FIPPA;
- (fff) **"Personnel"** means the individuals who are employees and independent contract personnel and who perform any of the Services;
- (ggg) **"Plans"** means the Annual Business Plan and the Strategic Plan;
- (hhh) **"Player"** means an individual who participates in Games or has enrolled in the Loyalty Program or any Promotional Program;
- (iii) **"Player Information"** means all Personal Information of the Players and other customers, including all information specifically and uniquely related to Players relating to or arising from their individual participation in Games and enrollment in the Loyalty Program or Promotional Programs;
- (jjj) **"Prescribe", "Prescribes" or "Prescribed"** means expressly specified, designated or approved in writing by the Corporation;
- (kkk) **"Promotional Program"** means incentive programs Prescribed by the Corporation that allow a Player to earn points or other incentive rewards (i) as a result of participating in any Game, (ii) that may be redeemed or otherwise utilized by a Player for the purpose of participating in any Game, or (iii) which points or incentive rewards are convertible or exchangeable pursuant to the terms of such incentive program;
- (lll) **"Recipient"** means the Corporation or the Service Provider, as applicable, that receives Confidential Information;
- (mmm) **"Revenue"** means, for a specified period, all monies, together with any Free Play Redeemed and the face value of all Chips collected or received from Players participating in Games by either the Corporation, or by the Service Provider on behalf of and as agent for the Corporation;
- (nnn) **"SP Surveillance Data"** means any information, data or materials (in any format) captured or recorded by monitoring, security or surveillance equipment

located at the Site (whether or not owned or controlled by the Corporation, the Service Provider or any other Person), but does not include Corporation Data or information, data or materials derived directly or indirectly from Corporation Data;

- (ooo) **"SP Systems"** means the information technology infrastructure used by or for the Service Provider, including the Service Provider's computers, software, databases, electronic systems (including database management systems) and networks;
- (ppp) **"Services"** means (i) administering and carrying on the day-to-day operations of the Facility and the Games in the Facility, (ii) all obligations, covenants and agreements of the Service Provider set out in or required by this Agreement, and (iii) all ancillary services, activities, functions, duties and responsibilities that are necessary or reasonably inherent in the performance of the foregoing operations, obligations, covenants and agreements or otherwise in connection with the proper, secure and efficient operation of Gaming in the Facility;
- (qqq) **"Site"** means the whole of the lands and buildings as described in Schedule A (Business Terms), including all ancillary facilities thereto;
- (rrr) **"Strategic Plan"** means the Service Provider's strategic business plan for the Facility for the Term, a copy of which is attached as Attachment A-1 Strategic Plan, including the MIR Allocation schedule, subject to revision only in accordance with Article 4.
- (sss) **"Term"** means the term of this Agreement as described in Schedule A (Business Terms); and
- (ttt) **"Winnings"** means, for a specified period, the amount of money payable to a Player as a consequence of a Player participating in Games and the performance by the Player of the acts necessary to entitle the Player to payment of such money for which Revenue was previously accrued, regardless of whether such amounts are Ineligible Jackpots.


Appendix G

Excerpts of the BCLC Casino and Community Gaming Centre Standards, Policies and Procedures, current to September 30, 2019

casino and community gaming centre

standards, policies and procedures





This document is proprietary to British Columbia Lottery Corporation (BCLC) and may not be released, in whole or in part, without prior written permission.

BCLC's Casino and Community Gaming Centre Standards, Policies and Procedures are strictly confidential.

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1 INTRODUCTION

- 1.1 British Columbia Lottery Corporation ("BCLC") has formulated Casino and Community Gaming Centre Standards, Policies and Procedures ("Policies and Procedures") to provide assurances to the general public, Service Providers ("Service Provider") and Government that casino and community gaming centre gaming is being conducted in an honest, open, forthright and consistent manner. Adherence to the Policies and Procedures will serve to enhance and protect the integrity of casino and community gaming centre gaming, and the reputation of BCLC, Service Providers, and their respective employees.
- 1.2 The goal of the Policies and Procedures is to provide a superior level of protection, control and integrity to casino and community gaming centre gaming in British Columbia.
- 1.3 These Policies and Procedures are meant to provide minimum standards. Service Providers may institute any additional procedures they wish, provided no standard, policy or procedure of these Policies and Procedures, the integrity of gaming or the safety of patrons or staff are compromised.
- 1.4 References to equipment, processes, and staffing relating to a particular line of gaming product shall apply only at those sites that offer the gaming product.
- 1.5 References to Service Provider shall be interpreted as Casino Service Provider, Racetrack Casino Service Provider, Community Gaming Centre Service Provider, or Bingo Service Provider.

2 RULES AND REGULATIONS

- 2.1 Casino and community gaming centre gaming in British Columbia shall be governed by the following Statutes, Regulations, Rules and Directives:
 - 2.1.1 Criminal Code of Canada;
 - 2.1.2 Rules and Regulations Respecting Lotteries and Gaming of BCLC;
 - 2.1.3 Casino Operational Services Agreement, Community Gaming Centre Operational Services Agreement, and Racetrack Casino Operational Services Agreement;
 - 2.1.4 BCLC Casino and Community Gaming Centre Standards, Policies and Procedures;
 - 2.1.5 Regulations and Directives prescribed by BCLC from time to time;
 - 2.1.6 Gaming Control Act.

3 RESPONSIBILITIES OF BCLC

- 3.1 In accordance with its statutory mandate, BCLC will be responsible for all aspects of casino and community gaming centre gaming including, without limitation:
 - 3.1.1 Location of casinos and community gaming centres;
 - 3.1.2 Ownership and supply of casino and community gaming centre gaming equipment;
 - 3.1.3 Location of gaming equipment within casinos and community gaming centres;
 - 3.1.4 Types of games available within casinos and community gaming centres;
 - 3.1.5 Rules and regulations respecting casino and community gaming centre gaming;
 - 3.1.6 Hours of operation;

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- 3.1.7 Security; and
- 3.1.8 Customer service.

4 RESPONSIBILITIES OF SERVICE PROVIDERS

- 4.1 Service Providers shall be responsible for maintaining vigilance of the BCLC Standards, Policies and Procedures on the Redacted for Security and for the implementing of all posted BCLC Standards, Policies and Procedures additions, deletions or amendments by the stated implementation date.
- 4.2 Service Providers and their employees shall, as part of their general duties, comply and cooperate with security, regulatory, financial and integrity related audits, compliance reviews or investigations.
 - 4.2.1 These audits/reviews/investigations may be conducted by:
 - 4.2.1.a BCLC Representatives (as defined in General – Roles and Responsibilities of BCLC Employees);
 - 4.2.1.b BCLC Gaming Compliance Officers;
 - 4.2.1.c BCLC Investigators;
 - 4.2.1.d BCLC Auditors;
 - 4.2.1.e GPEB;
 - 4.2.1.f Law enforcement officers;
 - 4.2.1.g FINTRAC;
 - 4.2.1.h Other regulatory bodies;
 - 4.2.1.i Third parties acting on behalf of BCLC or BCLC's Board of Directors.
 - 4.2.2 As part of an audit, compliance review or investigation, the Service Provider shall comply and cooperate by:
 - 4.2.2.a Allowing access to their personnel required for interviews;
 - 4.2.2.b Providing requested information;
 - 4.2.2.c Maintaining confidentiality and directing their personnel to maintain confidentiality.
 - 4.2.3 Any standard within these BCLC Standards that refers to a Service Provider process as requiring auditability or being auditable means that an auditor, investigator, compliance officer or other reviewer must be able to reconstruct, from physical evidence and documentation, the details of the process, including:
 - 4.2.3.a What the process was;
 - 4.2.3.b When the process took place, including date and time, if applicable;
 - 4.2.3.c All persons involved in the process;
 - 4.2.3.d Where the process took place;
 - 4.2.3.e Details such as dollar amounts, item involved, or other such information as required by the particular process.

[Added 01/06/2014, 07/08/2014, 09/30/2019]

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5 POLICY CONTROL LEVEL ALLOCATION

- 5.1 BCLC shall be responsible for establishing and maintaining the matrix for use in evaluating risks apparent in each facility in order to apply the appropriate level of policy controls with which each gaming facility must comply.
- 5.1.1 Each facility will be evaluated using the following criteria:
- 5.1.1.a Types, number and maximum monetary limits of table games;
 - 5.1.1.b Number of slot machines and/or electronic table games;
 - 5.1.1.c Size of facility;
 - 5.1.1.d Geographical location;
 - 5.1.1.e Design of facility including presence of multiple floors or entry doors.
- 5.2 The policy control levels for facilities, as determined by BCLC, are to be used wherever the levels are referenced in these Standards, Policies and Procedures.
- 5.2.1 For any standard, policy or procedure that does not reference a policy level, all levels of facilities are expected to comply with the same standard, policy or procedure.
- 5.3 For the purpose of casinos and community gaming centres, five (5) levels of policy control have been identified.
- 5.3.1 A sixth level has been identified for facilities that are 'bingo only'.
- 5.4 BCLC Director of Operations, in consultation with BCLC Corporate Security and the BCLC Regional Operations Managers, shall allocate the appropriate policy control level for each of the gaming facilities.
- 5.4.1 Gaming facility changes that are requested by Service Providers may affect the policy control level with which the facility is expected to comply.

5.5 Policy control level risk matrix chart:

Policy control level	Number, type and limit of games in facility
Level 1	Over 500 slot machines, electronic table games, tournaments, live table games with limits over \$2500, private rooms for VIP play, bingo
Level 2	Over 500 slot machines, electronic table games, tournaments, live table games with limits of \$2500 or less, segregated floor areas of live table games with limits \$5000 or less, bingo
Level 3	251 - 500 slot machines, electronic table games, tournaments (slot, poker or other table tournaments with tournament chips - no live chips), bingo
Level 4	Bingo, 126 - 250 slot machines, electronic table games, tournaments (slot, poker or other table tournaments with tournament chips - no live chips)
Level 5	Bingo, up to 125 slots, electronic table games, tournaments (slot, poker or other table tournaments with just tournament chips - no live chips)
Level 6	Bingo only

[Amended 03/15/2013, 07/11/2016, 10/11/2016, 05/07/2018]

- 5.6 All product references are 'and/or' so any combination of products may be present within a level as long as the number and mix of games are within the boundaries as described;

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- 5.6.1 Example – A site having 300 slot machines, 2 electronic table games and 5 live table games at a maximum limit of \$200 would be expected to comply with policy control level 2 due to the presence of live chips whereas a site having 400 slot machines and 5 electronic table games would be required to comply with policy control level 3.
- 5.7 The BCLC Director of Operations shall advise the Service Provider in writing of the appropriate level of policy control which has been allocated to the gaming facility;
 - 5.7.1 If Service Provider change requests are received which, if approved, would constitute a change to the level of policy control with which the site is expected to comply the BCLC Director of Operations shall advise the Service Provider in writing.
- 5.8 If a Service Provider request is for a new product not identified in that policy control level or for an increase in the number of games to a point which would be outside the facility's allotted policy level, the facility would be expected to comply to the new policy control level.

6 OPERATION

- 6.1 BCLC shall determine the hours of play as well as the number, type and mix of table games, electronic table game systems and slot machines in the casino or community gaming centre.
 - 6.1.1 Definition – Electronic Gaming Device (EGD) means a slot machine or electronic table game that uses a Random Number Generator (RNG) to determine the game outcome.
 - 6.1.2 For purposes of ascertaining numbers of electronic gaming devices (EGDs) in a property, one EGD encompasses the main RNG and all associated gaming terminals linked to that specific RNG.
 - 6.1.2.a One main game RNG = one EGD.
 - (1) An RNG added to the EGD for the purpose of running a progressive is not considered an additional game.
 - 6.1.2.b One EGD may communicate with and determine the game outcome for multiple terminals, therefore the EGD and terminals together are counted as one.
 - 6.1.3 The numbers of table games in a property include any potential game outcome generated through actions taken by a dealer(s), such as, but not limited to: the dealing of cards, spinning of a Roulette ball, shaking or rolling of dice.
 - 6.1.3.a Terminals associated with a Table Game, also known as Electronically Assisted Table Games are not considered EGDs.
 - 6.1.3.b The numbers of Player (or betting) positions at a live table game do not increase the table count. Players may wager through the use of chips at the table and/or electronically at a terminal.
 - (1) For purposes of staffing of live table games see General – Service Provider Staffing policies for Facilities at Policy Control Levels 1 and 2, TABLE CONVERSIONS FOR STAFFING PURPOSES.
- 6.2 Casino and Community gaming centre operations are to be open every day unless otherwise authorized by BCLC through prior approval from the BCLC Regional Operations Manager, Community Gaming.
- 6.3 The Service Provider shall forward a written request, inclusive of a tentative start date, to BCLC for approval to change the hours of casino or community gaming centre game operation or the number and mix of tables.

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- 6.3.1 The Service Provider shall not implement any changes without receiving prior written approval from BCLC.
- 6.3.2 The Service Provider shall be responsible for ensuring that the hours, number, type and mix of casino or community gaming centre game operation comply with the bylaws of the applicable Municipality, Regional District, Indian Band or other governing body.
- 6.3.3 The Service Provider shall provide BCLC with a copy of the applicable bylaws or written confirmation from the governing body indicating that the proposed hours of operation do not contravene any bylaw or local statute.
- 6.3.4 BCLC's approval to change casino or community gaming centre game hours of play or the number, type and mix of games will be subject to compliance with applicable bylaws.

[Amended 01/06/2014, 10/11/2016, 04/01/2019]

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 1-1.1—7
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Section: 1-1.1 General		

Redacted for Relevance

9 ACCEPTABLE IDENTIFICATION

- 9.1 With the exception of mandatory procedures completed to fulfill the requirements of Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations, for the purposes of these Policies and Procedures, acceptable identification shall include any government issued picture identification (driver's license, passport, BC ID, etc.) whether valid or expired.
- 9.1.1 See General - FINTRAC and Anti-Money Laundering Compliance or Cage – Large Cash Transactions for identification requirements for Large Cash Transaction, Foreign Exchange and Disbursement Reporting.
- 9.2 The identification shall only be considered acceptable if the casino or community gaming centre employee is convinced the identification presented accurately depicts the individual claiming its identity.
- 9.2.1 Should a casino or community gaming centre employee question the authenticity of the identification, additional identification shall be requested.
- 9.3 For retention and recording procedures for acceptable identification, see General – Privacy and Protection of Personal Information.

[Amended 01/15/2013]

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Section: 1-1.1 General		

Redacted for Relevance

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 1-2.1—5
	Last Revised Date May 7, 2018	Authorized by Vice President, Legal, Compliance, Security
Section: 1-2.1 General - Privacy and Protection of Personal Information		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 1-2.2—1
	Last Revised Date September 30, 2019	Authorized by Vice President, Legal, Compliance, Security
Section: 1-2.2 General – Progressive Enforcement Policy		

Section: 1-2.2 General – Progressive Enforcement Policy

1 GENERAL

- 1.1 British Columbia Lottery Corporation (BCLC) has the statutory mandate to conduct and manage gaming in the Province of British Columbia.
- 1.2 In accordance with this mandate, BCLC is responsible for casino and community gaming operations including oversight of the compliance by Service Providers with applicable gaming laws, rules, regulations, directives, policies and procedures.
- 1.3 Service Providers' non-compliance with the applicable gaming laws, rules, regulations, directives, policies and procedures has the potential to breach, harm and undermine:
 - 1.3.1 The integrity and security of the gaming conducted by BCLC on behalf of government;
 - 1.3.2 The reputation of BCLC and the Service Provider;
 - 1.3.3 The Service Provider's operational services agreement with BCLC.
- 1.4 When a Service Provider is non-compliant with any gaming law, rule, regulation, directive, policy or procedure relating to the integrity or security of gaming, the Service Provider may be subject to enforcement under the Progressive Enforcement Guidelines.

[Amended 01/15/2013]

2 BCLC EVALUATION OF NON-COMPLIANCE

- 2.1 BCLC Corporate Security will:
 - 2.1.1 Audit for assurance of Service Provider compliance;
 - 2.1.2 Test compliance using additional methods;
 - 2.1.3 Investigate incidences of non-compliance;
 - 2.1.4 Apply progressive enforcement measures where appropriate.

[Amended 01/15/2013]

Redacted for Relevance

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 1-2.2—2
	Last Revised Date September 30, 2019	Authorized by Vice President, Legal, Compliance, Security
Section: 1-2.2 General – Progressive Enforcement Policy		

Redacted for Relevance

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 1-2.3—1
	Last Revised Date September 9, 2019	Authorized by Vice President, Legal, Compliance, Security
Section: 1-2.3 General - FINTRAC and Anti-Money Laundering Compliance		

Section: 1-2.3 General - FINTRAC and Anti-Money Laundering Compliance

1 GENERAL

- 1.1 The objective of the Canadian legislation called the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) is explained in detail on the Financial Transactions and Reports Analysis Centre of Canada website at <http://www.fintrac-canafe.gc.ca>.
- 1.2 The Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) is an agency of the Government of Canada that is responsible for analysis of reports received in order to aid in the detection of money laundering and terrorist activity.
- 1.3 The Minister of Finance issues Ministerial Directives to all reporting entities from time to time.
 - 1.3.1 BCLC receives email notification of these Directives.
 - 1.3.2 Upon receipt of notification, BCLC takes immediate steps to meet the requirements of each Directive and policies and procedures are amended as required.
- 1.4 FINTRAC requires that clients that are involved in a 'business relationship' with a casino or community gaming centre are monitored on an ongoing basis and that a record is kept outlining the measures taken to monitor the relationship and the information obtained as a result.
 - 1.4.1 BCLC considers the purpose and intended nature of a client business relationship in the gaming sector to be either:
 - 1.4.1.a Gaming – high volume;
 - 1.4.1.b Gaming – casual;
 - 1.4.1.c See BCLC's Anti-Money Laundering and Anti-Terrorist Financing Compliance Manual for further details.
 - 1.4.2 A business relationship is defined as either account-based or non-account-based.
 - 1.4.3 Account-based relationships exist with all clients who hold an account (i.e., a Patron Gaming Funds Account) with a casino or community gaming centre.
 - 1.4.3.a This relationship terminates five (5) years after the closing of the account.
 - 1.4.4 Non-account-based relationships exist where the client does not have an account but has conducted two or more transactions which require the casino or community gaming centre to ascertain the identity of the individual or confirm the existence of a corporation or other entity within a maximum of five (5) years of one another.
 - 1.4.4.a The determination of a non-account based business relationship should be established as soon as possible but within a maximum of 30 calendar days following the second transaction requiring the client's identification.
 - 1.4.4.b This relationship terminates once five (5) years pass since the last transaction requiring identity to be ascertained.
 - 1.4.5 The record shall include any information kept in any service provider or BCLC software or otherwise documented by service provider or BCLC staff.
 - 1.4.5.a This information should include documentation of any risk assessments, enhanced measures taken as part of the ongoing monitoring for patrons to mitigate risk, any third party involvement and the source of the patron's funds.

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Section: 1-2.3 General - FINTRAC and Anti-Money Laundering Compliance

[Amended 04/13/2015]

- 1.5 Casinos and community gaming centres are obligated under the legislation to report Large Cash Transactions, Casino Disbursement Reports, Suspicious Financial Transactions and incidents related to property known to be owned or controlled by a terrorist, terrorist group, or a listed person according to the Act.
 - 1.5.1 References to 'casino(s)' in this policy refer also to community gaming centres.
- 1.6 The term 'Large Cash Transactions' (LCTR) as used in this manual may include buy-ins, disbursements and foreign exchanges at certain monetary levels.
 - 1.6.1 The policy intended to guide the Casino and Community Gaming Centre Service Providers to fulfill their responsibilities for reporting large cash transactions, large disbursements or large foreign exchanges is found in its entirety in Casino and Community Gaming Centre Standards, Policies and Procedures; Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting.
 - 1.6.2 References to any circumstances requiring Service Providers to report Large Cash Transactions are found in various applicable policies throughout the Standards, Policies and Procedures but shall all reference the Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting policy for completion.
- 1.7 Unusual financial transactions may or may not be reportable as suspicious financial transactions in relation to money laundering. These transactions are subject to an Incident Report in CRS.
 - 1.7.1 The Patron would also be subject to an Incident Report for any other "suspicious financial activity" or attempts thereof of any amount of dollars in relation to money laundering:
 - 1.7.1.a This includes, but is not limited to, suspicion of proceeds of crimes relating to illegal drug trafficking, bribery, fraud, forgery, murder, robbery, counterfeit money, stock manipulation, tax evasion and copyright infringement.
 - 1.7.2 See SUSPECTED MONEY LAUNDERING/"SUSPICIOUS FINANCIAL TRANSACTION" in this policy.

Redacted for Relevance

2 PERSONAL INFORMATION AND ACCEPTABLE IDENTIFICATION

- 2.1 Sufficient/acceptable photo identification for a Large Cash Transaction (LCTR), Foreign Exchange and Casino Disbursement Record (CDR) is defined as a valid (not expired) document with a unique identifier number issued by a provincial, territorial or federal government, or valid foreign identification, if equivalent to an acceptable form of Canadian identification document;
 - 2.1.1 Identification document must be the original, not a copy.
- 2.2 Identification for LCTRs and CDRs shall be:
 - 2.2.1 Scanned into the Media field of the patron's Subject Profile in CRS.
- 2.3 The Service Provider shall obtain the patron's principal business or occupation prior to completing each applicable transaction.

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Section: 1-2.3 General - FINTRAC and Anti-Money Laundering Compliance

- 2.3.1 It is not sufficient for the patron to provide vague information such as “self-employed” or “business owner.”
 - 2.3.1.a Service Provider shall question the patron further to establish the specific occupation and employment specifics;
 - (1) If patron refuses to provide the information, Service Provider shall record details of the patron's statements on the LCTR or CDR.
- 2.4 Personal information of the patron must be obtained before the patron reaches the LCTR or CDR reporting threshold.
 - 2.4.1 If the patron refuses to provide the identification when asked, further transactions shall not be completed. (see also Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting policy).
 - 2.4.2 An Incident Report in CRS shall be completed detailing the particulars of the patron's refusal.
- 2.5 Reasonable measures shall be undertaken to determine and document ownership of funds for large cash buy-ins, disbursements and foreign exchanges before any transaction of \$10,000 or more within a static 24-hour period is completed.
 - 2.5.1 ‘Reasonable measures’ means the patron has been asked whether the funds belong to him/her only, or are on behalf of a third party. The response shall be documented and retained or electronically scanned and saved within the media tab of the reporting document. See ‘Source of Funds and Reasonable Measures (SOF/RM) Reference Guide for Service Providers’ in Associated Documents for reference.
 - 2.5.2 See Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting policy complete requirements.
- 2.6 Identification Sharing
 - 2.6.1 Each individual casino shall obtain or confirm identity by checking acceptable identification from the patron or reviewing the identification contained in CRS;
 - 2.6.2 Each individual casino that obtains acceptable identification from a patron for LCTR or CDR purposes shall scan the identification into the Media field of the patron's CRS Subject Profile.
- 2.7 See Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting policy for individual identification requirements for Foreign Exchange, Buy-Ins and Disbursements.

[Subsection 2 amended 09/20/2012, 07/08/2014, 07/06/2017, 09/09/2019]

3 SUSPECTED MONEY LAUNDERING/“SUSPICIOUS FINANCIAL TRANSACTION”

NOTE: Please refer to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) website, www.fintrac.gc.ca, for the full list of the casino industry indicators for suspicious financial transactions.

- 3.1 Casino staff should use the following list in conjunction with that provided by FINTRAC's guidelines to determine if an unusual financial transaction should be reported to BCLC Investigators via their manager and an incident report created in CRS. This list is not considered exhaustive and a common sense approach should be used at all times.

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Redacted for Security

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Redacted for Security

- 3.2 If a client has made large table buy-ins with small bills, with minimal play, and attempts to cash out, the client shall receive the cash out funds at the Cash Cage in the same denominations as were presented for the buy-in or with a 'Return of Funds – Not Gaming Winnings' Convenience cheque.

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- 3.2.1 The Cash Cage staff must be adequately notified of the buy-in, the denominations used, and the probability of cash out by the floor staff in order that funds may be prepared.
- 3.3 Should any casino employee suspect an individual of money laundering or attempting to launder money which may be proceeds of crime, they shall:
 - 3.3.1 Redacted for Security
 - 3.3.2
 - 3.3.3
- 3.4 The Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations make it a criminal offence for either BCLC and/or the Service Provider to advise an individual that they are suspected of a reportable suspicious financial transaction and/or money laundering incident.
 - 3.4.1 The law prohibits BCLC and/or the Service Providers from alerting the patron that a report will be sent to the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC").
 - 3.4.1.a BCLC and/or the Service Providers shall not disclose to an individual that they have made, are making or will make a report to the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC"), or disclose the contents of such a report, with the intent to prejudice a criminal investigation, whether or not a criminal investigation has begun.
- 3.5 Casino Security/Surveillance shall complete an Incident Report in the Casino Reporting System (CRS).
- 3.6 Casino Security and Surveillance shall report all attempted or completed unusual financial transactions in relation to money laundering transactions and/or money laundering incidents to BCLC Investigators for review and, if appropriate, to FINTRAC within 30 days of the incident.

[Amended 06/01/2013, 07/08/2014, 01/03/2018, 09/06/2018, 01/14/2019]

Redacted for Relevance

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Redacted for Relevance

5 ANTI-MONEY LAUNDERING (AML) TRAINING

- 5.1 Anti-Money Laundering (AML) training is mandatory for all front line and senior management Service Provider staff who have contact with clients, who see client transaction activity, who handle cash or funds in any way or who are responsible for implementing or overseeing the compliance regime with the exception of janitorial, or food and beverage staff who do not serve on the gaming floor.
 - 5.1.1 Service provider staff can either attend BCLC Security classroom training or complete the BCLC on-line training course.
 - 5.1.2 AML Training is to be completed prior to staff working on the gaming floor.
 - 5.1.2.a Training should be incorporated in the "on-boarding" process for new employee hires.
 - (1) Non-supervisory casino personnel may work under the direct (1:1) supervision of a GPEB-registered management representative or

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training supervisor who has completed the current BCLC Anti-Money Laundering (AML) training, for a period not to exceed one (1) operating day, during the employee's initial job training period.

- 5.2 AML training must be taken again every year after initial training in order to refresh the staff member with any updates or revisions.
 - 5.2.1 Staff members shall only be allowed to work on the gaming floor if they have completed the required training yearly.
- 5.3 Service Provider is responsible to ensure the BCLC on-line training website is up-to-date with any:
 - 5.3.1 New employee hires added;
 - 5.3.2 Terminated employees made inactive; and
 - 5.3.3 Employees on leave require a comment added to their account (e.g. Maternity, Sick, etc.).

[Amended 04/01/2013, 07/08/2014, 07/06/2017, 09/06/2018, 01/14/2019]

6 BCLC FORMAL COMPLIANCE REGIME

- 6.1 As part of BCLC's formal compliance regime, all BCLC staff working directly with Service Providers at casinos and community gaming centres are expected to assist in the monitoring of full and proper reporting of Large Cash Transactions, Foreign Exchanges or Casino Disbursements and Suspicious Financial Transactions (STRs).
 - 6.1.1 This includes the following positions:
 - 6.1.1.a BCLC Vice President of Legal, Compliance, Security;
 - 6.1.1.b BCLC Director of Anti-Money Laundering (AML) & Investigations;
 - 6.1.1.c BCLC Director, Security, Privacy & Compliance;
 - 6.1.1.d BCLC Manager, Anti-Money Laundering (AML) Intelligence;
 - 6.1.1.e BCLC Manager, Anti-Money Laundering (AML) Programs;
 - 6.1.1.f BCLC Anti-Money Laundering (AML) Business Intelligence Analysts;
 - 6.1.1.g BCLC Manager, Investigations;
 - 6.1.1.h BCLC Assistant Manager, Investigations;
 - 6.1.1.i BCLC Investigators;
 - 6.1.1.j BCLC Manager, Legal, Compliance, Security;
 - 6.1.1.k BCLC Assistant Manager, Operational Gaming Compliance;
 - 6.1.1.l BCLC Gaming Compliance Officers (GCO);
 - 6.1.1.m BCLC Managers, Business Operations (MBOs);
 - 6.1.1.n BCLC Senior Technicians;
 - 6.1.1.o BCLC Slot Technicians;
 - 6.1.1.p BCLC Information Technology Senior Technical Analyst;
 - 6.1.1.q BCLC Senior Manager, Risk Advisory Services.

[Subsection 6 amended 09/20/2012, 06/01/2013, 07/08/2014, 07/06/2017]

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	Last Revised Date July 5, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 1-3.1 General — Gaming Policy and Enforcement Branch (GPEB)		

Section: 1-3.1 General — Gaming Policy and Enforcement Branch (GPEB)

[Policy revised 07/05/2019]

1 GPEB ROLES AND RESPONSIBILITIES

- 1.1 The Gaming Policy and Enforcement Branch (GPEB) has regulatory oversight over all gaming in the province. This includes ensuring the integrity of gaming, gaming industry companies, people and equipment. GPEB has several responsibilities that are outlined at <https://www2.gov.bc.ca/assets/gov/sports-recreation-arts-and-culture/gambling/gambling-in-bc/regulatory-responsibility-gpeb-bclc.pdf>.

2 GPEB CERTIFICATION

- 2.1 No gaming equipment shall be available for play prior to receiving GPEB certification.

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	Last Revised Date April 1, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 1-7.1 General – Roles and Responsibilities of BCLC Employees		

Section: 1-7.1 General – Roles and Responsibilities of BCLC Employees

[Updated 12/14/2012, 06/01/2013, 12/11/2017, 04/01/2019]

- 1 BCLC VICE PRESIDENT OF CASINO AND COMMUNITY GAMING
 - 1.1 BCLC Vice President, Casino and Community Gaming is responsible for casinos, community gaming centres (CGCs) and commercial bingos in British Columbia under the guidelines set by the Government of Canada, Province of British Columbia and the leadership of the President and CEO of BCLC.
- 2 BCLC VICE PRESIDENT OF LEGAL, COMPLIANCE, SECURITY
 - 2.1 BCLC Vice President, Legal, Compliance, Security is responsible for the direction of the BCLC Security departments, including Anti-Money Laundering, Legal, Privacy, Security, Investigations and Gaming Compliance under the guidelines set by the Government of Canada, Province of British Columbia and the leadership of the President and CEO of BCLC.
- 3 BCLC DIRECTOR OF OPERATIONS
 - 3.1 The BCLC Director of Operations is responsible for the daily operations of casinos, community gaming centres, and commercial bingos in the province of BC.
- 4 BCLC DIRECTOR OF MARKETING AND PRODUCT MANAGEMENT
 - 4.1 The BCLC Director of Marketing and Product Management is responsible for the BCLC Marketing department including BCLC promotions and approvals for filming in the BC gaming properties and for the research, development, purchase and installation of casino and community gaming centre games and electronic gaming devices.
- 5 BCLC DIRECTOR OF GAMING FACILITIES
 - 5.1 The BCLC Director of Gaming Facilities is responsible for ensuring adherence to the BCLC Casino and Community Gaming Centre Facility Design Standards in new properties and for any floor refreshes and enhancements.
- 6 BCLC DIRECTOR OF AML & INVESTIGATION
 - 6.1 The BCLC Director of AML & Investigation is responsible for the standards for AML, Proceeds of Crime and FINTRAC reporting and for overseeing investigations relating to casinos and community gaming.
- 7 BCLC DIRECTOR OF SECURITY, PRIVACY AND COMPLIANCE
 - 7.1 The BCLC Director of Security, Privacy and Compliance is responsible for ensuring adherence to and compliance with BCLC Casino and Community Gaming Standards, Policies and Procedures and relevant legislation and regulation.
- 8 BCLC MANAGER OF CORPORATE SECURITY AND COMPLIANCE
 - 8.1 The BCLC Manager of Corporate Security & Compliance oversees and leads operational gaming compliance for British Columbia casinos, community gaming centres, bingo halls, as well as lottery draw security in compliance with Interprovincial Lottery Corporation (ILC) standards. Casino and community gaming centre security and surveillance standards, and BCLC corporate security programs include building security and surveillance operations for BCLC facilities. This role ensures that BCLC meets its mandate under the Criminal Code and Gaming Control Act

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Section: 1-7.1 General – Roles and Responsibilities of BCLC Employees		

(BC) through the execution of compliance inspections, and reporting and also acts as a communications liaison with internal and external stakeholders, such as GPEB and service providers providing consultative advice in matters concerning regulatory & operational compliance, security, and surveillance.

9 BCLC MANAGER, INVESTIGATIONS

- 9.1 The BCLC Manager, Investigations, is responsible for investigations involving all business channels including lottery, casino and e-gaming in which an integrity concern with respect to of gaming has been raised. The Manager, Investigations, is responsible for the review of all incidents to determine the details and scope of the incident. Where an incident is deemed to involve a breach of BCLC standards, policies or procedures, the Manager, Investigations, is responsible for investigation of the incident. Where an incident may be illegal in nature, or a violation of any regulatory statute, the incident is reported to authorities. The Manager, Investigations, provides assistance to authorities when requested.

10 BCLC SENIOR MANAGER, OPERATIONS

- 10.1 The Senior Manager, Operations is responsible for the internal integration of BCLC to Operations, focusing on communication, training and setting strategic priorities for Casino and Community Gaming Operations as it relates to BCLC integration. The Senior Manager, Operations is also responsible to standardize the flow of information out to the various facilities, while managing the information flow coming back from BCLC site operations.

11 BCLC SENIOR MANAGER, GAMING ANALYTICS

- 11.1 The Senior Manager, Gaming Analytics is responsible for the expansion of BCLC's depth of knowledge through the focus of the analysis of information, insight generation and data-driven solutions.

12 BCLC REGIONAL OPERATIONS MANAGER, CASINO/COMMUNITY GAMING

- 12.1 The BCLC Regional Operations Manager, Casino/Community Gaming is responsible for the daily operations within a specified region of the province of BC.
- 12.2 The BCLC Regional Operations Manager, Casino/Community Gaming shall work in partnership with the Casino/Community Gaming Centre Service Provider to ensure that the facilities provide gaming entertainment to the public in a socially responsible manner.

13 ROLE AND RESPONSIBILITIES OF THE BCLC MANAGER, BUSINESS OPERATIONS (MBO)

- 13.1 The BCLC Manager, Business Operations (BCLC MBO) is responsible for the daily conduct and management of all casino and community gaming operations at specific facilities in the province of BC.
- 13.2 Major duties and responsibilities include, but are not limited to:
- 13.2.1 Working in partnership with the Service Providers to ensure that the facilities provide gaming entertainment to the public in a socially responsible manner;
 - 13.2.2 Working with service partners to develop business opportunities to create incremental revenue and meet expected revenue and operating cost targets;
 - 13.2.3 Coordination and management of all BCLC Representatives on site, including coaching and developing staff for succession planning.

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Section: 1-7.1 General – Roles and Responsibilities of BCLC Employees		

14 ROLE AND RESPONSIBILITIES OF THE BCLC SENIOR TECHNICIAN

- 14.1 The BCLC Senior Technician is BCLC's Lead Technician at specific sites, under the direction of the BCLC Manager, Business Operations.
- 14.2 Major duties and responsibilities include, but are not limited to:
 - 14.2.1 Providing extensive knowledge and expertise in technical equipment to perform installation, maintenance and repairs as required;
 - 14.2.2 Providing training and support to the BCLC Slot Technician on the proper methods and techniques of slot maintenance and repairs as well as BCLC electronic casino/community gaming centre systems usage;
 - 14.2.3 Providing training and support to the Service Provider on the proper methods and techniques of slot handling and operation, as well as BCLC electronic casino/community gaming centre systems usage;
 - 14.2.4 Maintaining and upholding BCLC's Customer Service Standards; and
 - 14.2.5 Designated duties as per Roles and Responsibilities of the BCLC Representative.

15 ROLE AND RESPONSIBILITIES OF THE BCLC SLOT TECHNICIAN

- 15.1 The BCLC Slot Technician is BCLC's Representative working under the direction of the BCLC Manager, Business Operations.
- 15.2 Major duties and responsibilities include but are not limited to:
 - 15.2.1 Performing repairs and preventative maintenance on slot machines and associated gaming equipment within a given facility environment.
- 15.3 See also Role and Responsibilities of the BCLC Representative

16 ROLE AND RESPONSIBILITIES OF THE BCLC REPRESENTATIVE

- 16.1 The term BCLC Representative refers to the BCLC Manager Business Operations (MBO), the Senior Technician or Slot Technician.
- 16.2 The BCLC Manager Business Operations (MBO), the Senior Technician or Slot Technician are BCLC's on-site representatives for the management and conduct of all gaming activities at the facility.
- 16.3 The BCLC Representative shall work in partnership with the Service Provider to ensure that the facility provides gaming entertainment to the public in a socially responsible manner.
- 16.4 Duties of the BCLC Representative, when designated, shall include:
 - 16.4.1 Monitoring activities of the Service Provider's compliance with the Casino and Community Gaming Centre Standards, Policies and Procedures;
 - 16.4.2 Performing reviews as directed by BCLC;
 - 16.4.3 Reporting any exceptions or issues to BCLC;
 - 16.4.4 Providing BCLC with accurate daily documentation and informative data on slot performance and anomalies;
 - 16.4.5 Providing training and support to the Service Provider on the proper methods and techniques of slot handling and operation, as well as BCLC electronic systems usage; and
 - 16.4.6 Maintaining and upholding BCLC's Customer Service Standards.

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Section: 1-7.1 General – Roles and Responsibilities of BCLC Employees		

17 ROLE AND RESPONSIBILITIES OF BCLC GAMING COMPLIANCE OFFICER

- 17.1 The BCLC Gaming Compliance Officer is BCLC's representative responsible for ensuring regulatory compliance in the casinos and community gaming centres.
- 17.2 Major duties and responsibilities include, but are not limited to, ensuring compliance with the Rules and Regulations, standards, policies and procedures as set out in this document.

18 ROLE AND RESPONSIBILITIES OF BCLC INVESTIGATOR

- 18.1 The BCLC Investigator is responsible for conducting casino and community gaming centre related investigations and inquiries in accordance with the duties and responsibilities as detailed below.
- 18.2 Major duties and responsibilities include, but are not limited to:
 - 18.2.1 Reviewing all incidents to determine the details and scope of the incident;
 - 18.2.2 Where an incident is deemed to involve a breach of BCLC standards, policies or procedures, the BCLC Investigator is responsible for conducting an investigation in conjunction with Service Provider Security and Surveillance Management as required;
 - 18.2.3 Where an incident may be illegal in nature, or a violation of any regulatory statute, reporting the incident to authorities. The BCLC Investigator provides assistance to authorities when requested;
 - 18.2.4 Liaising with local police, crown counsel, Gaming Policy and Enforcement Branch (GPEB), and;
 - 18.2.5 Reviewing Casino Reporting System (CRS) Incident reports and conducting investigations when required, in accordance with the duties and responsibilities above.

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Section: 1-8.1 General – Service Provider Staffing - General		

Section: 1-8.1 General – Service Provider Staffing - General

1 GENERAL

- 1.1 The BCLC Director, Security, Privacy & Compliance, or designate, in consultation with the Director of Operations, shall determine whether a casino or community gaming centre is sufficiently staffed with Surveillance and Security personnel.
- 1.2 The BCLC Director of Operations shall have discretion in determining whether a casino or community gaming centre is sufficiently staffed for all other positions.
- 1.3 Staff lists of all employees in the casino or community gaming centre shall be provided to BCLC upon request.

Redacted for Relevance & Security

- 1.5 Casino and community gaming centre employees shall be at least nineteen (19) years of age.

[Amended 05/17/2017]

2 SECURITY CLEARANCE

- 2.1 All gaming employees scheduled to work in a gaming facility shall be registered with Gaming Policy and Enforcement Branch (GPEB).
- 2.2 The Service Provider shall provide the BCLC Manager, Corporate Security & Compliance or designate access to a list of all current employees' GPEB tag numbers and expiry dates.

[Amended 05/17/2017]

Redacted for Relevance

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 1-8.1—3
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Redacted for Relevance

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 1-8.1—4
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Redacted for Relevance

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 1-8.2—1
	Last Revised Date January 14, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 1-8.2 General – Service Provider Staffing – Facilities at Policy Control Level 1		

Section: 1-8.2 General – Service Provider Staffing – Facilities at Policy Control Level 1

1 GENERAL

- 1.1 All Service Providers shall follow and use standard position titles throughout the facility.
- 1.2 Depending on size and location, a single facility may not necessarily have a need or requirement for all positions.
 - 1.2.1 Service Providers may choose not to staff the positions marked as Optional;
 - 1.2.2 The title applicable for such an employee shall be the title that fulfills the most senior responsibilities of the position;
 - 1.2.2 a e.g. In a facility with only one senior position in the Cash Cage, the employee position of Cage Supervisor will assume the title and responsibilities of Cage Manager.

2 SEPARATION OF DUTIES

- 2.1 Redacted for Security

3 TABLE CONVERSIONS FOR STAFFING PURPOSES

- 3.1 For the purpose of the Required Positions staffing policy, the following conversions apply:
 - 3.1.1 Poker Tables = see Rules of Play – Community Poker – General, Staffing Levels;
 - 3.1.2 One Wheel of Fortune = one gaming table;
 - 3.1.3 One table game (excluding Roulette, Sic Bo, Craps and Pai Gow Tiles tables) = one gaming table;
 - 3.1.4 One single layout Roulette table = two gaming tables;
 - 3.1.5 One single layout Sic Bo table = one gaming table;
 - 3.1.6 One double layout Sic Bo table = two gaming tables;
 - 3.1.7 One Craps table = two gaming tables;
 - 3.1.8 One Pai Gow Tiles table = two gaming tables.

[Amended 06/30/2015 01/11/2016, 05/07/2018]

4 REQUIRED POSITIONS

- 4.1 The following positions shall be staffed with the corresponding minimum number of employees per shift during operating hours, Redacted for Security

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4.1.1 Redacted for Security

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4.1.7 Redacted for Security

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[Amended 09/20/2012, 03/15/2013, 06/30/2015, 05/07/2018]

5 OPTIONAL POSITIONS

5.1 A private room may be staffed Redacted for Security

[Amended 05/07/2018, 01/14/2019]

6 GENERAL DUTIES

6.1 CASINO MANAGER

- 6.1.1 Manage all gaming and non-gaming casino site activities, in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.1.2 Ensure cash handling and financial reporting procedures are in compliance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.1.3 Oversee and provide constant public relations and customer contact.
- 6.1.4 Manage entire staff and staffing issues, with the exception of Surveillance personnel.
 - 6.1.4.a Security will report to the Casino Manager or the Director of Security if the Service Provider has a Director of Security.

6.2 ASSISTANT CASINO MANAGER/CASINO SHIFT MANAGER

- 6.2.1 In the absence of the Casino Manager responsible for all duties of the Casino Manager.
- 6.2.2 Other duties as assigned.

6.3 CAGE MANAGER

- 6.3.1 Manage Cage activities and personnel, to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures;
- 6.3.2 Monitor all financial transactions relating to the cage;
- 6.3.3 Monitor and review all financial reports generated by the department, including, but not limited to, daily, weekly, monthly, quarterly, and annual financial statements, as well as any corporate reporting required;
- 6.3.4 Other duties as assigned.

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Section: 1-8.2 General – Service Provider Staffing – Facilities at Policy Control Level 1		

6.4 CAGE SUPERVISOR

- 6.4.1 Supervise Cage activities and personnel, to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.4.2 Ensure customer service is being provided and deal with customer issues.
- 6.4.3 Monitor slot jackpots.
- 6.4.4 Ongoing employee administration.
- 6.4.5 Completion of all necessary paperwork, forms, and reports in an efficient manner.
- 6.4.6 Other duties as assigned.

6.5 COUNT/DROP TEAM SUPERVISOR

- 6.5.1 Supervise Count/Drop team activities and personnel, to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.5.2 Oversee set-up and observe drops.
- 6.5.3 Oversee and observe counts.
- 6.5.4 Verify and complete all appropriate paperwork.
- 6.5.5 Verify and prepare floats.
- 6.5.6 Prepare deposits.
- 6.5.7 On-going employee administration.
- 6.5.8 Other duties as assigned.

6.6 COUNT/DROP TEAM

- 6.6.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.6.2 Collect and count soft drop from machines.
- 6.6.3 Complete all necessary paperwork.
- 6.6.4 Comply with all cash handling procedures.
- 6.6.5 Other duties as assigned.

6.7 CASHIER

- 6.7.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.7.2 Slot activities: verification of cash floats, exchanging bills, redeeming tickets, coupons, Encore Rewards Player Club points.
- 6.7.3 Table activities: cashing out chips, processing fills/credits if required, processing Large Table Buy-ins.
- 6.7.4 Confirm and process jackpots, disputes, cancelled credits.
- 6.7.5 Redeem lottery tickets.
- 6.7.6 Sort bills, cash bundles, exchange newer bills with slot attendants.
- 6.7.7 Ensure floats balance.

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- 6.7.8 Other duties as assigned.
- 6.8 CHIP BANK FILL CLERK
 - 6.8.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
 - 6.8.2 Opening and closing of Chip Bank.
 - 6.8.3 Administering Fills and Credits.
 - 6.8.4 Completion of all Chip Bank paperwork.
 - 6.8.5 Balancing the Chip Bank at the end of each shift.
 - 6.8.6 Other duties as assigned.
- 6.9 SLOT MANAGER
 - 6.9.1 Manage Slot activities and personnel, to ensure department is in accordance with BCLC Casino Standards, Policies and Procedures;
 - 6.9.2 Responsible for all phases of slot operations;
 - 6.9.3 Maintain superior customer service;
 - 6.9.4 Verification of payouts;
 - 6.9.5 Supervision of personnel;
 - 6.9.6 Other duties as assigned.
- 6.10 SLOT SUPERVISOR
 - 6.10.1 Supervise Slot activities and personnel, to ensure department is in accordance with BCLC Casino Standards, Policies and Procedures.
 - 6.10.2 Supervision of slot attendants, slot area floor activities and slot machine operations.
 - 6.10.3 Customer service activities dealing with inquiries and disputes regarding jackpot payouts, tickets, making change, etc.
 - 6.10.4 Employee relations, training, problem solving, reviewing performance and handling discipline where required.
 - 6.10.5 Completion of all necessary paperwork, reports, etc. for payroll, employee scheduling.
 - 6.10.6 Oversee opening and closing procedures.
 - 6.10.7 Other duties as assigned.
- 6.11 SLOT ATTENDANT
 - 6.11.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
 - 6.11.2 Verification and paying out of jackpots to customers.
 - 6.11.3 Assist customers with tickets.
 - 6.11.4 Maintain a clean, tidy, pleasant environment for the customer.
 - 6.11.5 Provide change service to customers (new bill exchange) in the event Change Attendants are not used.
 - 6.11.6 Monitor machine stack lights in assigned area to ensure prompt service.

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6.12 CHANGE ATTENDANT (OPTIONAL)

- 6.12.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.12.2 Provide cash equivalents (bill exchange) for patrons.

6.13 TABLE GAMES FLOOR MANAGER

- 6.13.1 Manage Table Game activities and personnel, to ensure department is in accordance with BCLC Casino Standards, Policies and Procedures.
- 6.13.2 Resolution of gaming table conflicts as they arise to maintain integrity, customer service and fair treatment.
- 6.13.3 Maintain adequate staffing levels to ensure gaming tables operations are consistent with customer loads.
- 6.13.4 Timely and accurate completion of all government and company gaming paperwork requirements.
- 6.13.5 Ensure all staff is in position at the beginning of shift, all positions filled and break and shift changes are made according to schedule.
- 6.13.6 Ensure Dealer Supervisors are actively monitoring games in their assigned areas.
- 6.13.7 If designated by Shift Manager, complete the requests for Dealer login swipe accounts. Print and allot account cards to Dealers in accordance with BCLC Casino Standards, Policies and Procedures.
- 6.13.8 Verify opening and closing chip inventories at all games.
- 6.13.9 Report all game and player irregularities.
- 6.13.10 Ongoing employee administration.
- 6.13.11 Other duties as assigned.

[Amended 01/11/2016]

6.14 DEALER SUPERVISOR/BOXMAN/POKER SUPERVISOR

- 6.14.1 Report to Table Games Floor Manager.
- 6.14.2 Supervise table game activities and personnel to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures and applicable house rules.
- 6.14.3 Supervise table games' (dealers and players) play and bet settlement.
- 6.14.4 View/identify/verify large cash and colour transactions.
- 6.14.5 Open and close of tables, verifying table floats and ensuring all necessary paperwork and procedures are completed.
- 6.14.6 Escalate player disputes and game irregularities.
- 6.14.7 Employee administration.
- 6.14.8 Other duties as assigned.

6.15 DEALER

- 6.15.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures and applicable house rules.

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- 6.15.2 Project the highest possible level of customer service/relations through friendly, courteous, knowledgeable and professional conduct.
- 6.15.3 If Service Provider has opted to use Dealer swipe cards, using the account card allotted to them, log in and log out of the TableView tablet upon arriving and leaving the gaming table.
- 6.15.4 Deal the game, pay or take winning and losing bets as outlined in the appropriate Rules of Play.
- 6.15.5 Control table for the correct order of play and ensure bets close at the appropriate time.
- 6.15.6 Ensure security of the table and its float, and concentrate directly on the table activities.
- 6.15.7 Other duties as assigned.

[Amended 01/11/2016]

6.16 CUSTOMER SERVICE REPRESENTATIVE/EXECUTIVE HOST/VIP HOST

- 6.16.1 Meet and greet customers.
- 6.16.2 Provide information to customers.
- 6.16.3 Manage waiting list(s) for players.
- 6.16.4 Handle complaints by directing player to appropriate Supervisor.
- 6.16.5 Update membership information for the Encore Rewards Player Club Program.
- 6.16.6 Process Encore Rewards Player Club applications, print membership cards, and forward applications to BCLC for retention.
- 6.16.7 Manage promotional coupons for authorized programs.
- 6.16.8 Other duties as necessary.
- 6.16.8.a Executive Host/VIP Host or designate shall not handle cash or chips.

[Amended 01/14/2019]

6.17 SECURITY MANAGER

- 6.17.1 Manage security activities and personnel to ensure department and conduct of all gaming operations are in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures;
- 6.17.2 Initiate, coordinate and direct all security functions and related administrative processes;
- 6.17.3 Investigate all irregularities immediately;
- 6.17.4 Ensure adequate floor security personnel are on duty;
- 6.17.5 Other duties as required.

6.18 SECURITY SUPERVISOR

- 6.18.1 Responsible for ensuring the safety of all individuals in the casino.
- 6.18.2 Monitor and supervise all employee activity to ensure conduct of all gaming operations in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures and those established by the Service Provider.

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- 6.18.3 Supervise and direct Security Officers (employee administration).
- 6.18.4 Ensure all reporting processes are adhered to and submitted to appropriate department(s).
- 6.18.5 Maintain discretion and confidentiality of all information pertaining to the casino site and employees/patrons therein.
- 6.18.6 Other duties as assigned.
- 6.19 SECURITY OFFICER
 - 6.19.1 Monitor employee activity to ensure conduct of all gaming operations in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures and those established by the Service Provider.
 - 6.19.2 Enforce restricted access to non-public and secure areas.
 - 6.19.3 Monitor patrons/employees in the casino to identify underage persons, intoxicated persons and suspicious persons or activity.
 - 6.19.4 Report and provide Incident Reports for any suspicious or criminal activity, suspicious persons, exclusions or unattended children to the surveillance supervisor.
 - 6.19.5 Assist in medical emergencies.
 - 6.19.6 Provide escorts on and off gaming floor where required.
 - 6.19.7 Other duties as assigned.
- 6.20 SURVEILLANCE
 - 6.20.1 See BCLC Surveillance Standards, Policies and Procedures.

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Section: 1-8.3 General – Service Provider Staffing – Facilities at Policy Control Level 2		

Section: 1-8.3 General – Service Provider Staffing – Facilities at Policy Control Level 2

1 GENERAL

1.1 All Service Providers shall follow and use standard position titles throughout the facility.

2 SEPARATION OF DUTIES

2.1 Redacted for Security

3 TABLE CONVERSIONS FOR STAFFING PURPOSES

3.1 For the purpose of the Required Positions staffing policy, the following conversions apply:

3.1.1 Poker Tables = see Rules of Play – Community Poker – General, Staffing Levels;

3.1.2 One Wheel of Fortune = one gaming table;

3.1.3 One table game (excluding Roulette, Sic Bo, Craps and Pai Gow Tiles tables) = one gaming table;

3.1.4 One single layout Roulette table = two gaming tables;

3.1.5 One single layout Sic Bo table = one gaming table;

3.1.6 One double layout Sic Bo table = two gaming tables;

3.1.7 One Craps table = two gaming tables;

3.1.8 One Pai Gow Tiles table = two gaming tables.

[Amended 06/30/2015, 01/11/2016]

4 REQUIRED POSITIONS

4.1 The following positions shall be staffed with the corresponding minimum number of employees per shift during operating hours, Redacted for Security

4.1.1 Redacted for Security

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Redacted for Security

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Redacted for Security

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[Amended 07/08/2014]

5 OPTIONAL POSITIONS

5.1 Depending on size and location, Redacted for Security

Redacted for Security

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[Amended 07/08/2014]

6 GENERAL DUTIES

6.1 CASINO MANAGER

6.1.1 Manage all gaming and non-gaming casino site activities, in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.

6.1.2 Ensure cash handling and financial reporting procedures are in compliance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.

6.1.3 Oversee and provide constant public relations and customer contact.

6.1.4 Manage entire staff and staffing issues, with the exception of Surveillance personnel.

6.1.4 a Security will report to the Casino Manager or the Director of Security if the Service Provider has a Director of Security.

6.2 ASSISTANT CASINO MANAGER/CASINO SHIFT MANAGER

6.2.1 In the absence of the Casino Manager responsible for all duties of the Casino Manager.

6.2.2 Other duties as assigned.

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6.3 CAGE MANAGER (IF APPLICABLE)

- 6.3.1 Manage Cage activities and personnel, to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures;
- 6.3.2 Monitor all financial transactions relating to the cage;
- 6.3.3 Monitor and review all financial reports generated by the department, including, but not limited to, daily, weekly, monthly, quarterly, and annual financial statements, as well as any corporate reporting required;
- 6.3.4 Other duties as assigned.

6.4 CAGE SUPERVISOR

- 6.4.1 Supervise Cage activities and personnel, to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.4.2 Ensure customer service is being provided and deal with customer issues.
- 6.4.3 Monitor slot jackpots.
- 6.4.4 Ongoing employee administration.
- 6.4.5 Completion of all necessary paperwork, forms, and reports in an efficient manner.
- 6.4.6 Assume responsibilities of Cage Manager if facility does not have a Cage Manager position.
- 6.4.7 Other duties as assigned.

6.5 COUNT/DROP TEAM SUPERVISOR

- 6.5.1 Supervise Count/Drop team activities and personnel, to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.5.2 Oversee set-up and observe drops.
- 6.5.3 Oversee and observe counts.
- 6.5.4 Verify and complete all appropriate paperwork.
- 6.5.5 Verify and prepare floats.
- 6.5.6 Prepare deposits.
- 6.5.7 On-going employee administration.
- 6.5.8 Other duties as assigned.

6.6 COUNT/DROP TEAM

- 6.6.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.6.2 Collect and count soft drop from machines.
- 6.6.3 Complete all necessary paperwork.
- 6.6.4 Comply with all cash handling procedures.
- 6.6.5 Other duties as assigned.

6.7 CASHIER

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- 6.7.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
- 6.7.2 Slot activities: verification of cash floats, exchanging bills, redeeming tickets, coupons, Encore Rewards Player Club points.
- 6.7.3 Table activities: cashing out chips, processing fills/credits if required.
- 6.7.4 Confirm and process jackpots, disputes, cancelled credits.
- 6.7.5 Redeem lottery tickets.
- 6.7.6 Sort bills, cash bundles, exchange newer bills with slot attendants.
- 6.7.7 Ensure floats balance.
- 6.7.8 Other duties as assigned.
- 6.8 CHIP BANK FILL CLERK (OPTIONAL)
 - 6.8.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
 - 6.8.2 Opening and closing of Chip Bank.
 - 6.8.3 Administering Fills and Credits.
 - 6.8.4 Completion of all Chip Bank paperwork.
 - 6.8.5 Balancing the Chip Bank at the end of each shift.
 - 6.8.6 Other duties as assigned.
- 6.9 SLOT MANAGER (IF APPLICABLE)
 - 6.9.1 Manage Slot activities and personnel, to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures;
 - 6.9.2 Responsible for all phases of slot operations;
 - 6.9.3 Maintain superior customer service;
 - 6.9.4 Verification of payouts;
 - 6.9.5 Supervision of personnel;
 - 6.9.6 Other duties as assigned.
- 6.10 SLOT SUPERVISOR
 - 6.10.1 Supervise Slot activities and personnel, to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
 - 6.10.2 Supervision of slot attendants, slot area floor activities and slot machine operations.
 - 6.10.3 Customer service activities dealing with inquiries and disputes regarding jackpot payouts, tickets, making change, etc.
 - 6.10.4 Employee relations, training, problem solving, reviewing performance and handling discipline where required.
 - 6.10.5 Completion of all necessary paperwork, reports, etc. for payroll, employee scheduling.
 - 6.10.6 Oversee opening and closing procedures.

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- 6.10.7 Assume responsibilities of Slot Manager if facility does not have a Slot Manager position.
 - 6.10.8 Other duties as assigned.
 - 6.11 SLOT ATTENDANT
 - 6.11.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
 - 6.11.2 Verification and paying out of jackpots to customers.
 - 6.11.3 Assist customers with tickets.
 - 6.11.4 Maintain a clean, tidy, pleasant environment for the customer.
 - 6.11.5 Provide change service to customers (new bill exchange) in the event Change Attendants are not used.
 - 6.11.6 Monitor machine stack lights in assigned area to ensure prompt service.
 - 6.12 CHANGE ATTENDANT (OPTIONAL)
 - 6.12.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
 - 6.12.2 Provide cash equivalents (bill exchange) for patrons.
 - 6.13 TABLE GAMES FLOOR MANAGER
 - 6.13.1 Manage Table Game activities and personnel, to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.
 - 6.13.2 Resolution of gaming table conflicts as they arise to maintain integrity, customer service and fair treatment.
 - 6.13.3 Maintain adequate staffing levels to ensure gaming tables operations are consistent with customer loads.
 - 6.13.4 Timely and accurate completion of all government and company gaming paperwork requirements.
 - 6.13.5 Ensure all staff is in position at the beginning of shift, all positions filled and break and shift changes are made according to schedule.
 - 6.13.6 Ensure Dealer Supervisors are actively monitoring games in their assigned areas.
 - 6.13.7 If designated by Shift Manager, complete the requests for Dealer login swipe accounts. Print and allot account cards to Dealers in accordance with BCLC Casino Standards, Policies and Procedures.
 - 6.13.8 Verify opening and closing chip inventories at all games.
 - 6.13.9 Report all game and player irregularities.
 - 6.13.10 Ongoing employee administration.
 - 6.13.11 Other duties as assigned.
- [Amended 01/11/2016]
- 6.14 DEALER SUPERVISOR/BOXMAN/POKER SUPERVISOR
 - 6.14.1 Report to Table Games Floor Manager.

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- 6.14.2 Supervise table game activities and personnel to ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures and applicable house rules.
- 6.14.3 Supervise table games' (dealers and players) play and bet settlement.
- 6.14.4 View/identify/verify large cash and colour transactions.
- 6.14.5 Open and close tables, verifying table floats and ensuring all necessary paperwork and procedures are completed.
- 6.14.6 Escalate player disputes and game irregularities.
- 6.14.7 Employee administration.
- 6.14.8 Other duties as assigned.
- 6.15 DEALER
 - 6.15.1 Ensure department is in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures and applicable house rules.
 - 6.15.2 Project the highest possible level of customer service/relations through friendly, courteous, knowledgeable and professional conduct.
 - 6.15.3 If Service Provider has opted to use Dealer swipe cards, using the account card allotted to them, log in and log out of the TableView tablet upon arriving and leaving the gaming table.
 - 6.15.4 Deal the game, pay or take winning and losing bets as outlined in the appropriate Rules of Play.
 - 6.15.5 Control table for the correct order of play and ensure bets close at the appropriate time.
 - 6.15.6 Ensure security of the table and its float, and concentrate directly on the table activities.
 - 6.15.7 Other duties as assigned.
- [Amended 01/11/2016]
- 6.16 CUSTOMER SERVICE REPRESENTATIVE
 - 6.16.1 Meet and greet customers.
 - 6.16.2 Provide information to customers.
 - 6.16.3 Manage waiting list(s) for players.
 - 6.16.4 Handle complaints by directing player to appropriate Supervisor.
 - 6.16.5 Update membership information for the Encore Rewards Player Club Program.
 - 6.16.6 Process Encore Rewards Player Club applications, print membership cards, and forward applications to BCLC for retention.
 - 6.16.7 Manage promotional coupons for authorized programs.
 - 6.16.8 Other duties as necessary.
- 6.17 SECURITY MANAGER
 - 6.17.1 Manage security activities and personnel to ensure department and conduct of all gaming operations are in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures;

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- 6.17.2 Initiate, coordinate and direct all security functions and related administrative processes;
- 6.17.3 Investigate all irregularities immediately;
- 6.17.4 Ensure adequate floor security personnel are on duty;
- 6.17.5 Other duties as required.
- 6.18 **SECURITY SUPERVISOR**
 - 6.18.1 Responsible for ensuring the safety of all individuals in the casino.
 - 6.18.2 Monitor and supervise all employee activity to ensure conduct of all gaming operations in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures and those established by the Service Provider.
 - 6.18.3 Supervise and direct Security Officers (employee administration).
 - 6.18.4 Ensure all reporting processes are adhered to and submitted to appropriate department(s).
 - 6.18.5 Maintain discretion and confidentiality of all information pertaining to the casino site and employees/patrons therein.
 - 6.18.6 Assume responsibilities of Security Manager if facility does not have a Security Manager position.
 - 6.18.7 Other duties as assigned.
- 6.19 **SECURITY OFFICER**
 - 6.19.1 Monitor employee activity to ensure conduct of all gaming operations in accordance with BCLC Casino and Community Gaming Centre Standards, Policies and Procedures and those established by the Service Provider.
 - 6.19.2 Enforce restricted access to non-public and secure areas.
 - 6.19.3 Monitor patrons/employees in the casino to identify underage persons, intoxicated persons and suspicious persons or activity.
 - 6.19.4 Report and provide Incident Reports for any suspicious or criminal activity, suspicious persons, exclusions or unattended children to the surveillance supervisor.
 - 6.19.5 Assist in medical emergencies.
 - 6.19.6 Provide escorts on and off gaming floor where required.
 - 6.19.7 Other duties as assigned.
- 6.20 **SURVEILLANCE**
 - 6.20.1 See BCLC Surveillance Standards, Policies and Procedures.

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Section: 1-10.1 General – Incident Reporting and Escalation		

Section: 1-10.1 General – Incident Reporting and Escalation

1 INCIDENT REPORTS - GENERAL

- 1.1 An Incident Report in the Casino Reporting System (CRS) shall be completed for any:
 - 1.1.1 Breach of BCLC Casino and Community Gaming Centre Standards, Policies and Procedures;
 - 1.1.2 Incidents of theft, cheating at play, unattended children or other criminal code violation;
 - 1.1.3 Incidents related to property known to be owned or controlled by a terrorist, terrorist group, or a listed person;
 - 1.1.4 Variance of cash, chips, or anything of monetary value of ^{Redacted for Security}
 - 1.1.4.a Exception: Variances between Estimated Drop and Actual Drop do not require an Incident Report.
 - 1.1.5 Ex Gratia payments;
 - 1.1.6 Damage to property belonging to the Service Provider or BCLC;
 - 1.1.7 Situations that could cause concern for the safety or well-being of casino or community gaming centre patrons, staff, or BCLC employees;
 - 1.1.8 Police, Fire Department, or other emergency services attendance;
 - 1.1.9 Situations where a patron has voiced dissatisfaction with a decision made at site level and has indicated they will take the complaint further, whether to BCLC Head Office or any outside agency such as media or a lawyer;
 - 1.1.10 Situations which may impact the site's ability to deliver gaming services during regularly scheduled operating hours (Ex. Unplanned late opening or early closure);
 - 1.1.11 Other unusual/irregular circumstances of a significant nature; and
 - 1.1.12 Where required by BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.

[Amended 04/01/2013, 06/01/2013]

- 1.2 See ESCALATION OF INCIDENTS for required notification protocols.

2 INCIDENT REPORTS - STANDARDS AND PROCEDURES

- 2.1 Incident Reports shall include all relevant information. This includes but is not limited to:
 - 2.1.1 Gaming date and time of the incident;
 - 2.1.2 Date and time the report was written;
 - 2.1.3 Complete names of all parties;
 - 2.1.3.a Surnames shall be in upper case letters.
 - 2.1.4 Detailed location(s) of incident;
 - 2.1.5 Times of relevant events subsequent to the initial incident (if applicable), i.e., time police attendance was offered, time police were called, time police arrived, etc.;
 - 2.1.6 Whether police attendance was offered to a complainant, as well as the acceptance or refusal by said complainant;

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- 2.1.6.a If police were not called or offered, appropriate justification as to why they were not called or offered.
- 2.1.7 Police name(s) and police file number (if applicable);
- 2.1.8 Confirmation that GPEB has been notified (if applicable).
- 2.2 Incident Reports shall be created in CRS before the end of the shift by:
 - 2.2.1 The senior person involved in the incident; or
 - 2.2.2 The Department Supervisor.
- 2.3 A separate, Supplemental Report to an existing Incident Report shall be written by each individual involved in a critical incident before the end of the shift.
 - 2.3.1 Critical incidents include, but are not necessarily limited to:
 - 2.3.1.a Robbery;
 - 2.3.1.b Assault;
 - 2.3.1.c Serious Injury or Death;
 - 2.3.1.d Persons known or suspected to be in possession of a firearm;
 - 2.3.1.e Incidents causing immediate danger to staff and/ or patrons.
- 2.4 For other incidents, the senior person involved or Department Supervisor shall complete a separate Supplemental Report prior to the end of the shift.
 - 2.4.1 Other persons involved in non-critical incident shall complete a Supplemental Report within seven (7) days of the occurrence.
- 2.5 The BCLC Manager, Investigations or his designate shall have the authority to direct other individuals involved in an occurrence to complete a Supplemental Report on an Incident File, as deemed necessary by BCLC.

[Amended 01/06/2017, 07/09/2018, 07/05/2019]

3 REPORTING TO GPEB

- 3.1 The Service Provider has a legal obligation to prepare and send the “Section 86 GC Act Report” to GPEB Investigation Division immediately as per GPEB instructions.

Section 86(2) of the Gaming Control Act requires a registrant to notify GPEB, without delay, about any conduct, activity, or incident occurring in connection with a lottery scheme that may be considered contrary to the Criminal Code of Canada, or British Columbia’s Gaming Control Act or Gaming Control Regulation.

The following are the Terms and Conditions of Registration, which provide specificity to the requirements of the Act:

1. Registered gaming services providers must advise GPEB, without delay, of any real or suspected conduct, activity or incident that affects the integrity of gaming at a gaming facility. This includes, but is not limited to:

- Cheating at play;
- Thefts affecting the integrity of the game (e.g. thefts from the house or by a gaming worker);

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- Fraud;
- Money laundering;
- Persons suspected of passing counterfeit currency;
- Loan sharking;
- Robbery;
- Assault;
- Threats against, or intimidation of, gaming employees;
- Unauthorized lottery schemes;
- Persons prohibited for known or suspected criminal activity;
- Unregistered gaming workers;
- Unregistered gaming service providers;

Not included are:

- Site barrings;
- Self - exclusions

2. Registered gaming services providers must advise GPEB, without delay, of any real or suspected conduct, activity or incident that affects the integrity of gaming outside a gaming facility that involves a registered gaming services provider or registered gaming worker.

- 3.2 In an urgent situation, the Service Provider shall page the GPEB Investigative Division "On Call" Investigator in the geographical area and follow-up with the Section 86 GC Act Report.
- 3.3 At casinos: a copy of the report shall also be emailed to BCLC Corporate Security at GPEBreports@bclc.com.
- 3.4 At community gaming centres: a copy of the report shall also be emailed to BCLC Corporate Security at 'ALL-Bingo&CGCInvestigators@BCLC.com.
- 3.5 At facilities with manned surveillance, the Surveillance department shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.
- 3.6 At facilities with unmanned surveillance, the Facility Manager or his designate shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.

[Amended 06/30/2015]

4 ESCALATION OF INCIDENTS – SERIOUS/URGENT

- 4.1 If a serious incident occurs that has caused or could cause substantial concern for the well-being of site staff or patrons (including but not limited to armed robbery, bomb threat, fire, evacuation, serious criminal activity involving police) or impact the ability to provide gaming (including but not limited to natural disaster or system-wide/ site-wide technical failure), including CCTV system failure, the Service Provider shall complete the following:
 - 4.1.1 Ensure Police, Fire Department, Ambulance or other Emergency Services are contacted if warranted by the incident and/or emergency plan;
 - 4.1.2 Email:
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4.1.3 See also General – System Failure - Technical Incidents, Support and Recovery if appropriate.

[Amended 04/01/2013, 06/01/2013, 01/06/2017]

Redacted for Relevance

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Section: 1-11.1 General – Financial		

Section: 1-11.1 General – Financial

[Revised to include GMS 12/03/2012]

1 COMPENSATION AND PROFIT

- 1.1 The Service Provider shall be entitled to receive only such compensation for the operational services provided to BCLC, as set out in the Agreement.
- 1.2 All revenue from the conduct, management and operation of casino or community gaming centre games shall be for the account of BCLC.

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3 GRANTING OF CREDIT

3.1 Service Provider shall not extend credit or lend money to patrons in a casino or community gaming centre.

[Amended 10/05/2015]

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11 COMPLIANCE INSPECTIONS/AUDITS/REVIEWS

- 11.1 BCLC shall conduct inspections and audits in the casino or community gaming centre to:
 - 11.1.1 Assess operations and services provided by the Service Provider;
 - 11.1.2 Review compliance with the Rules and Regulations section set out in this document.
- 11.2 BCLC will review all revenue, cash, cash movement, payouts, chips, chip movement, cheques and control forms as required.
- 11.3 The Service Provider shall assist the BCLC Representative and/or Gaming Compliance Officer with inquiries and follow-up of income control issues in accordance with BCLC prescribed policies and procedures.

[Amended 01/05/2015]

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	Last Revised Date January 11, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 1-12.1 General – Cash Assets – Cash and Chip Handling		

Section: 1-12.1 General – Cash Assets – Cash and Chip Handling

1 GENERAL

- 1.1 Except for Slot Attendants or Change Attendants (if applicable) and Bingo Floor Runner/Sellers, gaming facility employees shall not give or take chips (value or non-value) or cash directly to or from a patron's hand.

2 CURRENCY

- 2.1 If more than one bill is being exchanged, the employee shall start with the largest denomination and work consecutively to the lowest denomination.
- 2.2 Currency shall be laid out in a row, in groups of five or ten face up.
- 2.2.1 Except for \$50.00 bills which are laid out in groups of four or eight.
- 2.3 Currency may overlap, but the denomination of each bill must remain clearly visible.
- 2.4 Once the currency has been counted it shall be gathered up and verified to the customer.
- 2.4.1 If space is an issue, bills may be piled after being verified by the customer.

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5 CASH AND CHIP EXCHANGE – DEALER AND CASHIER

- 5.1 Players shall place cash or chips on table or counter for pick up by the Dealer or Cashier.
- 5.2 The Dealer or Cashier shall:
- 5.2.1 Count the chips or cash in the work area in front of the customer;
- 5.2.2 Announce the total value of the cash or chips;
- 5.2.3 Chip/cash equivalent is proven in the work area, and then pushed to the player.
- 5.3 Cash and chips shall be left in the work area until the exchange is complete.
- 5.4 Currency counters may be used for patron exchanges and Slot Attendant's floats at the cash cage, at Service Provider's discretion, subject to the requirements described in CURRENCY COUNTER ALTERNATIVE.
- 5.5 The Dealer or Cashier shall dust off immediately in the event:
- 5.5.1 They must touch their person;
- 5.5.2 Their hands must leave the work area;
- 5.5.3 They leave the table or cage areas for any reason.

6 CURRENCY COUNTER ALTERNATIVE

- 6.1 At Service Provider's discretion, currency counters may be used to count patron chip and cash exchanges or Slot Attendant floats provided:

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- 6.1.1 Currency counter is:
 - 6.1.1.a Capable of recognizing counterfeit bills;
 - 6.1.1.b Capable of distinguishing different bill denominations;
 - 6.1.1.c Interfaced with a meter;
 - (1) Showing the count totals;
 - (2) In full view of the patron or Slot Attendant; and
 - (3) Under adequate view of surveillance camera to enable verification of the count totals.
 - 6.1.1.d Tested each day of use.
- 6.1.2 Currency is:
 - 6.1.2.a Separated by denomination before being run through counter;
 - 6.1.2.b Placed in the counting machine so that highest denominations are counted first, and then consecutively to the lowest denomination;
 - 6.1.2.c Counted twice for verification of total;
- 6.1.3 Total is announced to the patron or Slot Attendant.
- 6.2 Verification with the manual count method shall be used if patron or Slot Attendant disputes the count total.

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Section: 1-13.1 General – Tips		

Section: 1-13.1 General – Tips

1 GENERAL

- 1.1 Employees are prohibited from soliciting gratuities or tips from customers.
- 1.2 All tips shall be pooled and distributed among eligible employees no more than twice per week.
- 1.3 Redacted for Security & Relevance

1.4

[Amended 07/08/2014]

2 ACCEPTABLE TIPS

- 2.1 Cash, gaming chips or electronic gaming machine tickets may be accepted as tips.
- 2.2 No other items may be accepted as tips.

3 ACCEPTING TIPS FROM PATRONS

- 3.1 Only employees fulfilling the following positions may physically accept tips from a patron, at the Service Provider's discretion:
 - 3.1.1 Dealers;
 - 3.1.2 Servers;
 - 3.1.3 Customer Service Representatives;
 - 3.1.4 Slot Attendants;
 - 3.1.5 Cashiers;
 - 3.1.6 Bingo Runners/Sellers.
- 3.2 These positions may not all be included in the tip pool, at the Service Provider's discretion.

4 PARTICIPATION IN TIP POOL

- 4.1 The following shall not participate in a tip pool or accept tips from patrons:
 - 4.1.1 Principals of Service Provider;
 - 4.1.2 Security Officers, Supervisors, Managers, or Employees;
 - 4.1.3 Surveillance Officers, Supervisors, Managers, or Employees;
 - 4.1.4 Any casino manager: Casino Managers, Assistant Casino Managers, Casino Shift Managers, Casino Assistant Shift Managers, Cage Manager; Slot Manager; Table Games Floor Manager/Pit Boss;
 - 4.1.5 Community Gaming Centre Managers and Assistant/Shift Managers;

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- 4.1.6 Community Gaming Centre Shift Supervisors;
- 4.1.7 Drop/Count Team Supervisor;
- 4.1.8 Administrative personnel; and
- 4.1.9 Any employee acting with authority of those positions.

[Amended 06/01/2013]

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[Amended 09/02/2013]

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	Last Revised Date September 11, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 2-2.1 Player Relations/Marketing – Encore Rewards Program		

Section: 2-2.1 Player Relations/Marketing – Encore Rewards Program

1 OVERVIEW

- 1.1 The Encore Rewards Program is a membership and tiered bonus reward program established by BCLC for our players. The program offers benefits to players who participate and in return, BCLC gains the opportunity to track playing behaviour and market more effectively.
- 1.2 The Encore Rewards Program introduces 4 levels of status for membership rewards based on play levels with rewards increasing as the player moves to a higher status:
 - 1.2.1 Status 1 is the Single Diamond level - players that have earned 0 – 9,999 status points in a 12 month period;
 - 1.2.1.a Membership benefits are:
 - (1) Earn points by playing eligible slot machines or electronic table games while the member card is correctly inserted into the card reader; and
 - (2) Earn points by purchasing eligible food and beverages at participating venues.
 - 1.2.2 Status 2 is the Double Diamond level – players that have earned 10,000 – 44,999 status points in a 12 month period;
 - 1.2.2.a Membership benefits are:
 - (1) Earn points by playing eligible slot machines or electronic table games while the member card is correctly inserted into the card reader;
 - (2) Earn points by purchasing eligible food and beverages at participating venues; and
 - (3) 5% bonus point accelerator based on status level.
 - 1.2.3 Status 3 is the Triple Diamond level – players that have earned 50,000 – 149,999 status points in a 12 month period;
 - 1.2.3.a Membership benefits are:
 - (1) Earn points by playing eligible slot machines or electronic table games while the member card is correctly inserted into the card reader;
 - (2) Earn points by purchasing eligible food and beverages at participating venues; and
 - (3) 10% bonus point accelerator based on status level.
 - 1.2.4 Status 4 is the Elite level – the top-most status for players that have earned 150,000 or more status points in a 12 month period.
 - 1.2.4.a Membership benefits are:
 - (1) Earn points by playing eligible slot machines or electronic table games while the member card is correctly inserted into the card reader;
 - (2) Earn points by purchasing eligible food and beverages at participating venues;

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Section: 2-2.1 Player Relations/Marketing – Encore Rewards Program

(3) 15% bonus point accelerator based on status level.

- 1.3 Members will have their status level evaluated and updated automatically on a daily basis.
 - 1.3.1 When they have reached the next Encore Rewards status level, their account will be automatically updated within 24 hours so they can receive the appropriate bonus points and other benefits for their new level.
 - 1.3.2 Members will be able to enjoy all the benefits of their status level for 12 months from the anniversary date.
 - 1.3.3 While status level upgrades occur daily, downgrades will only occur once a year on the anniversary date.
 - 1.3.3.a For example, if an Encore Rewards member is a Double Diamond member they must earn a minimum of 10,000 status points by the next anniversary period start date to stay a Double Diamond member and keep enjoying those benefits.
 - 1.3.4 The anniversary period start date is September 1.
- 1.4 Service Providers can also tier players into a higher status, on the following basis:
 - 1.4.1 A player is exhibiting higher level play behaviour than is shown by the player's status level.
 - 1.4.2 BCLC will monitor and may cancel or reconsider a Service Provider status decision, and may revoke, alter or restrict a Service Provider's ability to tier players.
- 1.5 Members have the option to register for the Encore Rewards Player Club Member Site to view their point balances and selected information online at www.EncoreRewards.ca.
 - 1.5.1 When visiting the Member Site, Members will be required to create a secure password for all future use of the Member Site.

[Amended 09/20/2012, 12/14/2012, 09/19/2018]

2 ENROLLMENT

- 2.1 Players apply for an Encore Rewards Card at the Customer Service Desk or other designated area. The player shall present identification as described in General – Acceptable Identification.
- 2.2 Restrictions:
 - 2.2.1 See Encore Rewards Program Terms and Conditions for program details.
 - 2.2.1.a Encore Rewards Program Terms and Conditions are available for members at Guest Services in policy level 1, 2 and 3 facilities, from the Cashier in level 4 and 5 facilities, and on-line at www.EncoreRewards.ca.

[Amended 12/14/2012, 07/08/2014]

Redacted for Relevance

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Section: 2-2.1 Player Relations/Marketing – Encore Rewards Program		

6 CONFIDENTIALITY AND PRIVACY

- 6.1 All information in BCLC systems, including personal information, reports and photographs, belongs to BCLC and must be used solely for the intended business purposes as communicated by BCLC. Such information must be kept confidential and treated with the utmost of discretion. Guidelines include:
 - 6.1.1 All personal information about Encore Rewards members and their gaming history is strictly confidential;
 - 6.1.2 Information about a member shall not be disclosed to anyone except the member in question upon presentation of acceptable identification;
 - 6.1.3 Information about a member shall not be discussed over the phone or by insecure electronic means such as email;
 - 6.1.4 Player information shall not be accessed, referenced or reviewed except to fulfill specific work tasks for the intended business purposes; Examples of inappropriate use include:
 - 6.1.4.a Looking up information for a person you know either through personal or work contact for other than business purposes;
 - 6.1.4.b Discussing information found in a database with a co-worker who does not need to know that information in order to perform a work task;
 - 6.1.4.c Accessing areas of the database that are not required for fulfilling a specific work task; or
 - 6.1.4.d Any other access not required for intended business purposes.
- 6.2 BCLC Casino and Community Gaming Marketing and Player Relations departments may authorize the use of player information for mailing lists and research.
- 6.3 All personal information in BCLC systems and / or the Service Providers' systems shall be collected, protected, and retained in accordance with the Freedom of Information and Protection of Privacy Act.
- 6.4 Access to or use of any personal information in breach of BCLC's policies, procedures and guidelines may be subject to disciplinary action and additional financial penalties imposed by law.

[Moved 07/08/2014]

[Encore Rewards Program Terms and Conditions deleted 07/09/2018]

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Section: 2-2.2 Player Relations/Marketing – Encore Rewards Program - Customer Service Responsibilities		

Section: 2-2.2 Player Relations/Marketing – Encore Rewards Program - Customer Service Responsibilities

1 OVERVIEW

- 1.1 The Encore Rewards Program is a membership and tiered bonus reward program established by BCLC for our players. The program offers benefits to players who participate and in return, BCLC gains the opportunity to track playing behaviour and market more effectively.
- 1.2 The Encore Rewards Program introduces 4 levels of status for membership rewards based on play levels (Diamond, Double Diamond, Triple Diamond and Elite) with rewards increasing as the player moves to a higher status.
- 1.3 Membership levels are evaluated for:
 - 1.3.1 Upgrades - on a daily basis; and
 - 1.3.2 Downgrades - every 12 months on the program anniversary date of September 1.
- 1.4 Members have the option to register for the Encore Rewards Player Club Member Site to view their point balances and selected information online at www.EncoreRewards.ca.
 - 1.4.1 When visiting the Member Site, Members will be required to create a secure password for all future use of the Member Site.

[Amended 09/20/2012, 12/14/2012, 09/19/2018]

2 DUTIES

- 2.1 Customer Service Representative or designate duties include:
 - 2.1.1 Enrolling players, ensuring the individual is eligible for enrollment (19+ years, not barred, voluntary self-excluded or already a member) and, at time of enrollment;
 - 2.1.1.a Providing a copy of the Encore Rewards Program brochure along with the list of facilities eligible to send electronic communications if the individual consents;
 - 2.1.1.b Requesting the individual to indicate the communication preferences on the application form;
 - 2.1.1.c Advising the individual of the benefits of consenting to receive communications; such as:
 - (1) Not missing out on Encore Rewards offers; and
 - (2) The ability to register for their online account from home.
 - 2.1.1.d Accurately recording the individual's communication preferences in the system.
 - 2.1.1.e Physically assisting with completion of the application for the player, if the player requests assistance.
 - 2.1.2 Operating the card printer using the appropriate Diamond level card for patron's status;
 - 2.1.2.a When the card printer ribbon requires replacing, forwarding the ribbon to the BCLC Representative for destruction.
 - 2.1.3 Accurately updating membership information, including resetting PIN, except:

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- 2.1.3.a Only a Customer Services Supervisor (or Cage Supervisor, if a combined role) shall update a member's first and last name.
- 2.1.4 Forwarding information regarding accounts that require merging due to member having multiple accounts to the BCLC Representative, using the Encore Rewards Merge Account Request Form;
- 2.1.5 Forwarding completed Encore Rewards application forms and PIN acknowledgement forms to BCLC;
 - 2.1.5.a Completion of the PIN acknowledgement form is required for initial PIN set-up for members that joined the Encore Rewards Program:
 - (1) Prior to 2012, before PINs were in use;
 - (2) By means of an on line application on EncoreRewards.ca.
 - 2.1.5.b Completion of a separate PIN acknowledgement form is not required:
 - (1) If the new member Encore Rewards Program application has been completed in its entirety at Guest Services in the facility;
 - (2) If the player is resetting their PIN.
- 2.1.6 Completion of the application process for players that have registered on-line – see FOR ON-LINE APPLICATION COMPLETION;
- 2.1.7 Completion of the application process for players that have registered at a self-serve player kiosk – see for KIOSK APPLICATION COMPLETION;
- 2.1.8 Setting the appropriate 'Player Type' to correctly reflect the account status, as;
 - 2.1.8.a 'BCGold';
 - 2.1.8.b 'CLOSED' for all members who have requested the account be closed;
 - 2.1.8.c 'DECEASED' after receiving the formal notification;
 - 2.1.8.d 'VVIP' for members designated as VVIP for Service Provider table games rewards purposes whose personal identity is masked in the Encore Rewards database;
 - (1) BCLC will not share costs for these rewards.
- 2.1.9 Redeeming lure pieces after confirming the member is the valid Encore Rewards card holder;
- 2.1.10 Utilizing the Manual Web Portal to enter food and beverage (F&B) receipts to award members eligible points in the event of F&B point of sale (POS) system failure, membership card not shown at time of purchase or for F&B venues without a POS system – see MANUAL WEB PORTAL.
- 2.1.11 Conducting 'hot seat' or 'random bonus' draws;
- 2.1.12 Issuing promotional prizes;
 - 2.1.12.a See IRREGULARITIES for corrections of errors issuing promotional prizes.
- 2.1.13 At player's request, redeeming points for table game free play coupons through the CMP system;
 - 2.1.13.a Identification must be verified to ensure the member is the valid card holder before any redemptions can be completed.

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- 2.1.13.b Match/Free Play coupons are only redeemable within the same gaming day they are printed therefore the date and time of expiry shall be noted on the coupon at time of printing.
- 2.1.14 Ensuring the self-serve kiosk is in service and available for player use, including stocked with card stock for player card reprints; and
 - 2.1.14.a If the kiosk requires cards be re-stocked, check the printer tray for any re-prints that were queued by the printer.
 - (1) If the player is no longer at the kiosk follow the process for found player cards.
 - 2.1.14.b If the kiosk requires servicing, notifying the BCLC Representative.
- 2.1.15 Upon a player's request for assistance with PlayPlanner (see also Encore Rewards Program, PLAYPLANNER subsection):
 - 2.1.15.a Enrolling the player;
 - 2.1.15.b Un-enrolling the player;
 - 2.1.15.c Modifying limits for the player;
 - 2.1.15.d Advising the player of their current day's play and limits set.
 - 2.1.15.e Creating a promotional card for PlayPlanner use for players that are not Encore Rewards Program members.
- 2.1.16 Acting as an ambassador for the program;
- 2.1.17 Destroying abandoned cards after the term for retaining them is complete.
- 2.2 The facilities allocated as policy levels 1, 2 or 3 shall have Redacted for Security
 - Redacted for Security
- 2.3 The facilities allocated as policy levels 4 and 5 facilities shall establish a system whereby a Customer Service Representative or designate is available during all operating hours.
- 2.4 Service Provider Cashier duties include processing points redemptions for members;
 - 2.4.1 This is limited to members that are voluntarily self-excluding or are deceased.
- 2.5 Designated BCLC Representative duties include:
 - 2.5.1 Regular maintenance of the card printer, including secure destruction of used printer ribbons, either by BCLC's or the Service Provider's secure destruction process; and
 - 2.5.2 Forwarding patron original Encore Rewards Program application forms, Encore Rewards Merge Account Request Forms and PIN acknowledgement forms by courier to BCLC Head Office for storage;
 - 2.5.2.a Instruction sheet issued by BCLC Records Management Administrator shall be followed for labeling boxes for secure offsite storage;
 - 2.5.2.b Tamper-evident tape shall be used to seal boxes for shipment.
 - 2.5.3 Merging player accounts after receipt of the appropriate form from Customer Service Representative.

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- 2.6 BCLC Casino and Community Gaming Marketing and Player Relations departments shall be responsible for player information and may authorize its use for mailing lists and research. Service Providers wishing to use player information shall make written application, describing the proposed use of the player information.

[Subsection 2 amended 09/20/2012, 06/01/2013, 09/02/2013, 01/06/2014, 02/03/2014, 07/08/2014, 01/05/2015, 06/30/2015, 07/11/2016, 05/17/2017, 07/06/2017, 08/09/2017, 09/18/2017, 01/03/2018, 05/07/2018, 07/09/2018, 09/19/2018, 04/01/2019, 09/11/2019]

3 ENROLLMENT

- 3.1 Players apply for an Encore Rewards Card at the Customer Service Desk or other designated area, on-line at Encorerewards.ca or at a self-serve kiosk. The player shall present identification as described in General – Acceptable Identification.
- 3.1.1 If the player has applied on-line, see FOR ON-LINE APPLICATION COMPLETION.
- 3.1.2 If the player has completed the application through a self-serve player kiosk, see FOR KIOSK APPLICATION COMPLETION.
- 3.2 Upon receipt of the completed, signed Encore Rewards Application form and upon confirmation of acceptable identification, the Customer Service Representative or designate shall:
- 3.2.1 Search the database in GMS - CMP to ensure the patron does not already have an Encore Rewards membership account and is not voluntary self-excluded or barred;
- 3.2.1.a Customer Service Representative must verify the first name, last name and birth date with the acceptable government identification and use these three fields to search the database;
- 3.2.1.b Players who were members of BC Gold Player Program (previous name of program) will automatically become members of the Encore Rewards Program.
- 3.2.1.c No Player shall have more than one Encore Rewards membership account.
- 3.2.2 Add the player to the database after ascertaining the first and last name and the date of birth do not match a VSE or barred patron and the player is not already a member:
- 3.2.2.a Enrol the player using GMS – CMP, ensuring all player information is accurate;
- (1) Service Provider shall not assign any incorrect contact information to a player's true name;
- (2) Except as approved for VVIP table game players only, Encore Reward Program database shall reflect the true and accurate player information.
- (3) If the player selected a gender option on the application form, record this in the gender field. If no option is selected or an alternate is written in, bypass the gender field.
- 3.2.2.b Record a truncated version of the acceptable government identification e.g. xxxxx222 in the appropriate area of the system;
- 3.2.2.c Ensure the contact information accurately records the player's communications preferences:

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- (1) If the player checks off the 'Electronic Communications' box, set email and text to 'yes';
 - (2) If the player checks off the 'Direct Mail' box, set mail to 'yes'.
 - (3) If the player provides their telephone number and has not indicated otherwise, set telephone to 'yes'.
 - 3.2.2.d Print the player card and establish the player's personal identification number (PIN) which is used to download points at machines.
 - 3.2.2.e The Encore Rewards Card shall be printed on the applicable Diamond level card;
 - (1) Players shall be advised that the slot machine system will only recognize 3 cards in use simultaneously during a play session. If a 4th machine is being played, the play will not earn points.
 - 3.2.3 Forward the Encore Rewards application form to the BCLC Representative.
- 3.3 Player card application forms, Encore Rewards Merge Account Request Forms and PIN acknowledgement forms shall be securely stored by BCLC Head Office Records Management department.
 - 3.3.1 Boxes of applications, Encore Rewards Merge Account Request Forms and PIN acknowledgement forms may be kept securely, on site, by the designated BCLC Representative, until the box is full, after which it shall be forwarded to BCLC Head Office Records Management, as per DUTIES.
 - 3.3.2 All the aforementioned forms shall be filed and stored within the same box for delivery to BCLC Records Management.
- 3.4 Restrictions:
 - 3.4.1 See Encore Rewards Program Terms and Conditions for program details.
 - 3.4.2 Encore Rewards Program Terms and Conditions are available at Guest Services in policy level 1, 2 and 3 facilities, from the Cashier in level 4 and 5 facilities, and on-line at www.EncoreRewards.ca.

[Amended 09/20/2012, 12/14/2012, 06/01/2013, 09/05/2013, 01/06/2014, 01/10/2014, 02/03/2014, 07/08/2014, 06/30/2015, 05/17/2017, 08/09/2017, 05/07/2018, 07/09/2018, 04/01/2019]

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7 BARRED AND SELF-EXCLUDED

- 7.1 When enrolling players in GMS - CMP, the following measures shall be taken to prevent barred and self-excluded players from being active in the Encore Rewards Program:
 - 7.1.1 A warning message will appear if the Customer Service Representative attempts to enroll a player whose name is a possible match with someone who is barred or self-excluded;
 - 7.1.2 If the warning message appears, the Customer Service Representative shall ask the player to wait while a review is undertaken;
 - 7.1.2.a If the player does not wait, Security shall be notified to perform a status review from the information recorded in the database; and shall
 - (1) If the player is found to be barred or self-excluded, create a 'violation' Incident Report in CRS and notify the BCLC Representative to change the individual's account status to 'Banned'.
 - (2) If the player is not barred or self-excluded, notify the Customer Service Representative to remove the 'Account under Review' state.
 - 7.1.3 If the player is waiting, Security shall be requested to perform a status review immediately.
 - 7.1.3.a The account will remain in an 'Account under Review' state until the review is complete.
 - 7.1.4 If the Security review finds the player is barred or self-excluded, Security shall escort the individual to the gaming facility entrance, create an Incident Report in CRS and notify the BCLC Representative.
 - 7.1.4.a The BCLC Representative shall change the individual's account status to 'Banned'.
 - 7.1.5 If the Security review finds the player is not barred or excluded or is only excluded from PlayNow.com, the Customer Service Representative shall call a Customer Service Supervisor or Shift Manager or, additionally for CGCs, a CGC Cage Supervisor, to override the 'Account Under Review' status;
 - 7.1.5.a If a CGC Cage Supervisor has done the enrollment and subsequently requires an override, the Shift Manager shall be called to perform the override. The CGC Cage Supervisor shall not perform the override for an enrollment they have done.
 - 7.1.6 The Customer Service Representative shall create the player's Encore Rewards card.
- 7.2 If a barred or self-excluded player is found using a card, the card shall be confiscated and the player escorted out of the facility.
 - 7.2.1 The player account matching the confiscated card shall be checked to ensure the account has been suspended.

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- 7.2.2 If the account is found to still be active, the designated BCLC Representative shall suspend the membership and, if any points have accumulated or not been paid out at the time of self-exclusion, adjust the points to zero (or 1 if an odd number).

[Amended 10/12/2012, 06/01/2013, 01/06/2014, 01/10/2014, 02/03/2014, 06/15/2015]

[Subsection GROUP TOUR ENROLLMENT amended 06/01/2013, 02/03/2014, 07/08/2014, DELETED 05/17/2017]

8 MEMBERSHIP ACCOUNT UPDATING

- 8.1 The Customer Service Representative or designate may update player information as follows:

- 8.1.1 Changes or corrections to a membership can be made at any time, at the player's request upon confirmation of their identity;

- 8.1.1.a The Customer Service Representative must confirm the member's Encore Rewards membership number and acceptable government issued identification for first name, last name, and birth date of the member against all possible matches before updating membership information.

- (1) If the identification has not previously been recorded, the Customer Service Representative shall record a truncated version of the acceptable government identification i.e.xxxxx222 in the appropriate area of the system;
- (2) If a series of 9's (9999999) is seen in the identification area, the Customer Service Representative shall correct the entry with a truncated version of the verified acceptable government identification.
- (3) Service Provider shall not assign any incorrect contact information to a player's true name;
- (4) Except as approved for VVIP table game players only, Encore Reward Program database shall reflect the true and accurate player information.

NOTE: Telephone numbers and email addresses may be updated but shall not be deleted. If the member is asking not to receive marketing materials through these contact preferences, the preference shall be set to 'No'. In no circumstances should false information, such as 999-999-9999 for a telephone number, be entered into the database.

- 8.1.2 In the case of a deceased customer, upon presentation of either the death certificate or a letter from the estate's lawyer confirming the requestor's appointment as the estate's Executor or Administrator change the 'Player Type' to 'DECEASED' and set the contact preferences to 'No'.

- 8.1.3 If a member wishes to close their Encore Rewards account:

- 8.1.3.a Confiscate the Encore Rewards card;
- 8.1.3.b Set the 'Player Type' as 'CLOSED'; and
- 8.1.3.c Ensure all contact preferences including mail, email, text and telephone are set to 'No'.

- 8.1.4 After being directed to close an account for a member that becomes an employee with BCLC:

- 8.1.4.a Confiscate the Encore Rewards card; and

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- 8.1.4.b Ensure all contact preferences including mail, email, text and telephone are set to 'No';
- 8.1.4.c Forward the information to the BCLC Representative so that any points remaining may be removed;
- 8.1.4.d Set the 'Player Type' as 'CLOSED';
- 8.1.4.e If the patron subsequently leaves the employ of BCLC, this account may be reactivated.
- 8.1.5 If an Encore Rewards member becomes a Service Provider employee, they may retain their membership.
- 8.1.6 If a member is found to have more than one member account:
 - 8.1.6.a Forward the information regarding accounts that require merging to the BCLC Representative, using the appropriate form.
 - (1) Accounts that have been merged cannot be reactivated.
- 8.1.7 Additionally:
 - 8.1.7.a If member requests a new PIN or for their PIN to be unlocked, the member must first present their member card and acceptable photo identification for confirmation.
 - (1) The PIN acknowledgement form is not required to be completed for PIN resets but must be completed for members that have not set a PIN when they completed their Encore Rewards Program application for membership.
 - 8.1.7.b If authoring a note or memo onto a member's profile, follow the guidelines established by BCLC Marketing. See Note Guidelines (GMS).

[Amended 06/01/2013, 01/06/2014, 01/10/2014, 02/03/2014, 07/08/2014, 06/30/2015, 05/17/2017, 05/07/2018, 07/05/2019]

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10 NOTE GUIDELINES

- 10.1 'Notes' fields are intended to draw attention to a player account to an issue that requires action during a Guest Services interaction with an Encore Rewards member.
- 10.2 When authoring notes on a player's profile, compliance to the following guidelines is required. Notes must be:
 - 10.2.1 RESPECTFUL: Notes must be respectfully worded and written as you would phrase the note if you were copying the player.
 - 10.2.2 ACTIONABLE: Specify what needs to be done.
 - 10.2.3 NON-REPETITIVE: You should only add a note to a customer account record if you cannot capture the information into an existing player profile field.
 - 10.2.3.a For example, entering a player's phone number into a Notes field is not acceptable, as the system already has a field to collect phone contact preference information.
 - 10.2.4 APPROPRIATE: Is the issue best handled as a 'Note' during a future interaction with Guest Services?
 - 10.2.4.a For example, if the player has left behind personal belongings, it may be better to consider direct contact with the player.
 - 10.2.5 TEMPORARY: If you discover an issue concerning a player account, you can create a temporary message as a Note, so that a Customer Service Representative will be able to 'settle' the note during a future interaction with the member.
 - 10.2.5.a Example Note: 'The member record is missing a valid birth date value.' Settling a note will ensure that the note will stop notifying representatives that action is required whenever accessing the player account.
- 10.3 Notes are traceable. Once you have created a Note, it can be voided, but not deleted from a player account.

[Title amended 06/30/2015]

11 CONFIDENTIALITY AND PRIVACY

- 11.1 All information in BCLC systems, including personal information, reports and photographs, belongs to BCLC and must be used solely for the intended business purposes as communicated by BCLC. Such information must be kept confidential and treated with the utmost of discretion. Guidelines include:
 - 11.1.1 All personal information about Encore Rewards members and their gaming history is strictly confidential;
 - 11.1.2 Information about a member shall not be disclosed to anyone except the member in question upon presentation of acceptable identification;
 - 11.1.3 Information about a member shall not be discussed over the phone or by insecure electronic means such as email;

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- 11.1.4 Player information shall not be accessed, referenced or reviewed except to fulfill specific work tasks for the intended business purposes; Examples of inappropriate use include:
 - 11.1.4.a Looking up information for a person you know either through personal or work contact for other than business purposes;
 - 11.1.4.b Discussing information found in a database with a co-worker who does not need to know that information in order to perform a work task;
 - 11.1.4.c Accessing areas of the database that are not required for fulfilling a specific work task; or
 - 11.1.4.d Any other access not required for intended business purposes.
- 11.2 BCLC Casino and Community Gaming Marketing and Player Relations departments may authorize the use of player information for mailing lists and research.
- 11.3 All personal information in BCLC systems and / or the Service Providers' systems shall be collected, protected, and retained in accordance with the Freedom of Information and Protection of Privacy Act.
- 11.4 Access to or use of any personal information in breach of BCLC's policies, procedures and guidelines may be subject to disciplinary action and additional financial penalties imposed by law.

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Section: 2-2.3 Player Relations/Marketing – Encore Rewards Program – Service Provider Corporate Marketing

1 OVERVIEW

- 1.1 The Encore Rewards Program is a membership and tiered bonus reward program established by BCLC for our players. The program offers benefits to players who participate and in return, BCLC gains the opportunity to track playing behaviour and market more effectively.
- 1.2 BCLC Casino and Community Gaming Marketing and Player Relations departments shall be responsible for player information and may authorize its use for mailing lists and research. Service Providers wishing to use player information shall make written application, describing the proposed use of the player information.
- 1.3 In the case where BCLC approves the proposed use of the player information, the Service Provider must comply with the conditions of BCLC's Data Directive which sets out BCLC's data security and protection requirements that Service Providers must meet in order to receive and maintain player information.
 - 1.3.1 Player information means information that is transferred from BCLC to the SP, including player information that has previously been provided by BCLC to the SP, and also includes any additional information derived from the transferred information.
- 1.4 Service Providers are encouraged to create marketing campaigns that reward members, create incremental revenue and respond to their market in accordance with the BCLC Marketing Guidelines;
 - 1.4.1 It is the responsibility of the Service Provider to ensure the campaigns are conducted with adherence to the Canadian Criminal Code, Canadian Competition Act and all GPEB Advertising Standards, Rules and Regulations.

2 CONFIDENTIALITY AND PRIVACY

- 2.1 All information in BCLC systems, including personal information, reports and photographs, belongs to BCLC and must be used solely for the intended business purposes as communicated by BCLC. Such information must be kept confidential and treated with the utmost of discretion. Guidelines include:
 - 2.1.1 All personal information about Encore Rewards members and their gaming history is strictly confidential;
 - 2.1.2 Information about a member shall not be disclosed to anyone except the member in question upon presentation of acceptable identification;
 - 2.1.3 Information about a member shall not be discussed over the phone or by insecure electronic means such as email;
 - 2.1.4 Player information shall not be accessed, referenced or reviewed except to fulfill specific work tasks for the intended business purposes; Examples of inappropriate use include:
 - 2.1.4.a Looking up information for a person you know either through personal or work contact for other than business purposes;
 - 2.1.4.b Discussing information found in a database with a co-worker who does not need to know that information in order to perform a work task;

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- 2.1.4.c Accessing areas of the database that are not required for fulfilling a specific work task; or
- 2.1.4.d Any other access not required for intended business purposes.
- 2.2 BCLC Casino and Community Gaming Marketing and Player Relations departments may authorize the use of player information for mailing lists and research.
- 2.3 All personal information in BCLC systems and / or the Service Providers' systems shall be collected, protected, and retained in accordance with the Freedom of Information and Protection of Privacy Act.
- 2.4 Access to or use of any personal information in breach of BCLC's policies, procedures and guidelines may be subject to disciplinary action and additional financial penalties imposed by law.

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	Last Revised Date April 1, 2019	Authorized by Vice President, Casino & Community Gaming
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Section: 2-2.5 Player Relations/Marketing – Table Games Player Tracking for Encore Table Rewards

[Revisions for Table Rewards introduction 07/11/2014, title amended 10/05/2015]

1 GENERAL

- 1.1 Players participating in table games player tracking for Table Rewards shall be Encore Rewards Program members;
- 1.2 All currently existing rules and regulations for Encore Rewards Program shall apply.
- 1.3 BCLC and participating Service Providers will use table game data to reward players.
 - 1.3.1 Players will earn points for live table play that may be redeemed for table game free play or slot free play.
- 1.4 Service Provider may also reward players with complimentaries at their own cost if they choose.
- 1.5 Through incorporating a consistent provincial tracking system that is effective and accurate, BCLC and Service Providers will add player's satisfaction with the Encore Rewards program as it relates to table players – see also Player Relations/Marketing – Table Rewards.

[Amended 10/05/2015, 05/17/2017]

2 ENCORE REWARDS PROGRAM MEMBERSHIP APPLICATIONS

- 2.1 Table game players shall complete the application for Encore Rewards Program membership and present identification to the Casino VIP Host in the private room or to the Customer Service Representative at Guest Services, whichever is applicable.
- 2.2 Upon receipt of the completed, signed application and confirmation of identification, using the first name, last name, and birth date to verify, the Casino VIP Host/Customer Service Representative shall:
 - 2.2.1 Search the database to ensure patron does not already have an Encore Rewards Program membership account and is not voluntary self-excluded or barred – see also Player Relations/Marketing – Encore Rewards Program - Customer Service Responsibilities, BARRED AND SELF-EXCLUDED;
 - 2.2.2 Enroll the player using GMS-CMP;
 - 2.2.3 Record a truncated version of the acceptable government identification eg.xxxxx222 in the appropriate area of the system;
 - 2.2.4 If the player selected a gender option on the application form, record this in the gender field. If no option is selected or an alternate is written in, bypass the gender field.
 - 2.2.5 Ensure the contact information accurately records the player's communication preferences:
 - 2.2.5.a If the player checks off the 'Electronic Communications' box, set email and text to 'yes';
 - 2.2.5.b If the player checks off the 'Direct Mail' box, set mail to 'yes'.
 - 2.2.5.c If the player provides their telephone number and has not indicated otherwise, set telephone to 'yes';
 - 2.2.5.d Print the Encore Rewards Program membership card;
 - (1) Player may have a maximum of 2 cards printed, if desired;

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- (2) No Player shall have more than one Encore Rewards Program membership account except in the case of the VVIP Player Type membership – see also VVIP Player Type Membership.
 - 2.2.5.e Establish the player's personal identification number (PIN) used to download points at machines;
 - 2.2.5.f Present the card(s) to the player.
- 2.3 VVIP Player Type Membership
 - 2.3.1 If Service Provider chooses, players with an annual theoretical win of over \$50,000 may be considered a VVIP for table game reward purposes – see also Player Relations/Marketing – Table Rewards;
 - 2.3.1.a BCLC will not share in the cost for any complimentaries awarded to anonymous VVIP Player Type members.
 - 2.3.2 BCLC owns and is responsible for all player personal information collected regardless of what system is collecting and storing the information in compliance with the *Freedom of Information and Protection of Privacy Act*; and
 - 2.3.3 BCLC will leverage the 'VVIP' Player Type available in GMS-CMP to allow Service Providers, if they choose, to achieve a unique identifier for high value players in the Encore Rewards Program database;
 - 2.3.3.a BCLC shall be granted immediate access to the Service Provider's private database of VVIP players' correct identity information upon request.
 - 2.3.4 For the VVIP Player Type membership, upon receipt of the correctly completed, signed application and confirmation of identification the Casino VIP Host/Customer Service Representative shall:
 - 2.3.4.a Search the Service Provider's private database to ensure the player is not already a member;
 - 2.3.4.b Ensure a search of the Subject module in the Casino Reporting System (CRS) has been conducted and the player is not voluntary self-excluded or provincially barred;
 - 2.3.4.c Enrol the player using GMS-CMP;
 - 2.3.4.d Set the Player Type to VVIP;
 - 2.3.4.e Record the following particulars into the Encore Reward database:
 - (1) FIRST NAME: Casino site
 - (2) LAST NAME: VVIP and system generated number – example VVIP12345
 - (3) DATE OF BIRTH: 01/01/1950
 - (4) ADDRESS: Casino address
 - (5) TELEPHONE: Casino phone number
 - (6) GENDER: As listed on the player's identification, or if gender is undisclosed or an alternate is unavailable in the system, bypass the gender field

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- (7) IDENTIFICATION: Select Other Government ID and record the system generated membership number
 - (8) 'No Mail' shall be selected
 - 2.3.5 The correct contact information and name shall be captured and stored securely outside of CMP in the Service Provider's database.
 - 2.3.5.a BCLC and Service Provider shall not assign an incorrect address or phone number to a player's true name.
 - 2.3.6 The account number shall be documented on the Encore Rewards application form and in the Service Provider's database as VVIP and the system generated membership number (same as last name above).
 - 2.3.7 This procedure creates a site specific account therefore a VVIP player playing at multiple sites may hold numerous accounts, one for each site.
 - 2.3.8 As BCLC will not have system access to the VVIP players identification, the Service Provider shall undertake the required daily VSE check either in the Subject Module of CRS or in the New VSE Application Report from the Report Manager:
 - 2.3.8.a Service Provider shall compare their VVIP player list to the VSE list daily;
 - (1) New VSE participants are outlined in a red border for 24 hours in CRS which enables daily checking to be easily accomplished;
 - 2.3.8.b If a VVIP player is identified as a VSE participant the Encore Rewards VVIP account number shall be forwarded to the BCLC Representative for suspension of the account as per Security – Voluntary Self-Exclusion;
 - 2.3.8.c Service Provider shall maintain an auditable record to show the daily VSE check has been completed, the results of the VSE check, and the person that performed the VSE check.
- 2.4 Restrictions:
 - 2.4.1 See Encore Rewards Program Terms and Conditions for program details.
- 2.5 Player card application forms shall be forwarded to the BCLC Representative to be sent to BCLC Head Office where they will be securely stored by BCLC Head Office Records Management department.

[Amended 01/10/2014, 07/08/2014, 09/30/2014, 04/13/2015, 05/17/2017, 05/07/2018, 04/01/2019]

3 PROCEDURES AT TABLE GAME

- 3.1 Dealer Responsibilities
 - 3.1.1 The Dealer at the table game shall:
 - 3.1.1.a Welcome the carded player to the table;
 - 3.1.1.b Deal the game, pay or take winning and losing bets as outlined in the appropriate Rules of Play.
- 3.2 Dealer Supervisor Responsibilities
 - 3.2.1 The Dealer Supervisor shall be responsible for all aspects of rating a player and shall, on the table game tablet:

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- 3.2.1.a Swipe the player's card through the table game tablet or enter the player's Encore Rewards membership number;
- 3.2.1.b Assign the player to the appropriate seat(s) at the table on the table game tablet;
 - (1) The player may occupy the entire table, if desired.
 - (2) Additional seats will not be rated separately; rating will appear as an amalgamated total on one player position.
- 3.2.1.c Record the player's visual attributes, if required, on the table game tablet;
- 3.2.1.d Enter the cash buy-in in the player's table rating;
- 3.2.1.e Record the amount of chips the player brought to the table, if any;
- 3.2.1.f Record the player's average bet;
 - (1) The entry when initiating a new player rating shall be the table minimum bet and shall remain so until such time as the Dealer Supervisor has witnessed the player's actual average bet;
 - (2) The Dealer Supervisor shall update the average bet information should the player change their average bet amounts throughout the course of play.
- 3.2.1.g When the player leaves the table, record the amount of chips the player had in their possession;
- 3.2.1.h Pause the session if the player wants to hold the seat while away from the table for a short break;
- 3.2.1.i Move the player to a different seat, if requested;
- 3.2.1.j Log off the player or close the rating when the player leaves the table.
- 3.2.2 See also Table Games – General Rules and Regulations for additional table game player tracking requirements for \$5000 chips in segregated floor or private rooms.

[Subsection 3 amended 04/13/2015, 10/05/2015, 05/17/2017, 05/07/2018]

4 REPORTS AVAILABLE FOR SERVICE PROVIDER ACCESS

- 4.1 Access to specific reports on GMS – CMP module will be made available to the following positions that are responsible for the private room table game tracking information:
 - 4.1.1 General Manager;
 - 4.1.2 Assistant General Manager;
 - 4.1.3 Shift Manager;
 - 4.1.4 Table Games Floor Manager.
- 4.2 Access to these reports shall only be granted to the player information from their own site and not to player play history from any other site.

[Amended 04/13/2015, 05/07/2018]

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	Last Revised Date May 7, 2018	Authorized by Vice President, Casino & Community Gaming
Section: 2-2.5.1 Player Relations/Marketing – Table Redemptions		

Section:2 -2.5.1 Player Relations/Marketing – Table Redemptions

1 GENERAL

- 1.1 The Encore Rewards program offers benefits to players who participate and in return, BCLC gains the opportunity to track playing behaviour and market more effectively.
- 1.2 Through the tracking of table play in the Encore Rewards Program, BCLC and Service Providers will be able to gain better insights in table game players' behaviour and product preferences.
- 1.3 To encourage players to join and use the Encore Rewards Program, players will earn points.
 - 1.3.1 Points are earned by table game players that have had their table game play rated to determine value.
 - 1.3.2 Players earn points for live table play which are calculated as a percentage of the player's earning potential or theoretical win;
 - 1.3.3 Point balances can be viewed by the player at electronic gaming machines or by requesting the balance at Guest Services and these points may be redeemed at any participating facility;
 - 1.3.4 Points may be redeemed for either table game free play or slot machine free play

[Amended 01/05/2015, 05/05/2016, 01/06/2017, 05/17/2017]

[AUTHORIZATION OF TABLE REWARDS amended 01/05/2015, 03/02/2016, 05/05/2016, 01/06/2017, deleted 05/17/2017]

[REDEMPTION OF TABLE REWARDS amended 03/02/2016, 05/05/2016, 01/06/2017, deleted 05/17/2017]

2 TABLE GAME FREE PLAY REDEMPTIONS

- 2.1 Points earned by Encore Rewards Program members may be redeemed for free table game free play at Guest Services or, at Service Provider's discretion, by the Dealer Supervisor at the table game.

Redacted for Relevance

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[Amended 05/05/2016, 05/17/2017]

[TABLE REWARD REVIEW/S AND AUDITS amended 03/02/2016, 05/05/2016, 01/06/2017, Deleted 05/17/2017]

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Section: 3-1.1 Cage – General

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3 CASHIER
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3.5 Source of funds

- 3.5.1 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
- 3.5.1 a If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
- (1) A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.
- 3.5.2 If a patron buys in for table game play at the Cash Cage (Large Table Buy-In, CPV), with minimal play, the cash disbursement for chips redemptions must be in the same denominations as the patron's original buy-in; and
- 3.5.2 a An Incident Report in CRS shall be completed.
- 3.5.3 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses shall not be accepted.
- 3.5.3 a An MSB is defined as an individual or an entity, other than a regulated financial institution, that is engaged in the business of any of the following activities:
- (1) Foreign exchange dealing;
- (2) Remitting or transmitting funds by any means or through any individual, entity or electronic funds transfer network;
- (3) Issuing or redeeming money orders, traveler's cheques or other similar negotiable instruments.

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3.5.4 If the Cage Supervisor is not satisfied the Source of Funds Declaration meets sufficient clarity to explain the source of the funds, the cash or other reportable negotiable instruments shall not be accepted and further gaming privileges suspended until sufficient clarity is provided.

3.5.5 An Incident Report in CRS shall be completed and BCLC AML unit shall be alerted.

3.5.6 BCLC will, in collaboration with the Service Providers and GPEB, review the Source of Funds Declaration as needed but at minimum on an annual basis to determine if refinements to the document are required.

3.5.7 See also Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting.

3.6 Chip Rules

3.6.1 If the Corporation or a casino operator refuses to redeem a chip when presented, it may take possession of the chip from the chip holder, and must issue a receipt as evidence that the chip was surrendered or presented for redemption, pending further determination of the matter by the Corporation. Such a receipt is not evidence that the chip holder is entitled to payment of the money equal to the face value of such chip.

3.6.2 An Incident Report in CRS shall be completed and BCLC AML Unit shall be alerted;

3.6.3 The customer shall be advised to contact BCLC Consumer Services if they have questions and an AML Investigator will contact them.

[Amended 10/05/2015, 05/17/2017, 09/06/2018, 09/19/2018, 01/14/2019, 04/01/2019]

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	Last Revised Date September 19, 2018	Authorized by Vice President, Casino & Community Gaming
Section: 3-7.1 Cage – Disbursement Maximums		

Section: 3-7.1 Cage – Disbursement Maximums

1 **GENERAL**
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2 **DISCREPANCIES**
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	Last Revised Date September 9, 2019	Authorized by Vice President, Legal, Compliance, Security
Section: 3-8.1 Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting		

Section: 3-8.1 Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting

Revisions for upgrade to electronic filing 09/20/2012, 10/25/2012, 01/15/2013, 04/01/2013]

1 GENERAL

- 1.1 Casino and community gaming centre employees shall follow the appropriate patron tracking and identification procedures when multiple transactions with or for the benefit of the rightful owner of the cash/chips or, by a third party, are transacted.
- 1.2 When such transactions reach \$10,000.00 or more within a static period of twenty-four (24) consecutive hours, all transactions recorded on the record shall be entered into the FINTRAC Entry screen in the FINTRAC Module of the Casino Reporting System (CRS). The system shall ensure the appropriate records are created for forwarding to FINTRAC.
 - 1.2.1 Each buy-in, cash-out (disbursement), or jackpot payment (disbursement) shall be recorded separately on the Large Cash Transaction, Foreign Exchange and Disbursement FINTRAC Entry screen.
 - 1.2.2 CRS FINTRAC Module is capable of tracking patrons on a 24 hour static period for reporting purposes and when appropriate thresholds are reached will create:
 - 1.2.2.a A Large Cash Transaction Report; or
 - 1.2.2.b A Foreign Exchange Report; or
 - 1.2.2.c A Casino Disbursement Report.
- 1.3 For clarity, a 'static period' begins with the patron's first transaction; and
 - 1.3.1 In a continuously running site, ends 24 consecutive hours after the first transaction;
 - 1.3.2 In a non-continuously running site, ends at the close of operational hours, unless
 - 1.3.2.a The site becomes aware or has reason to know that a known client has conducted two or more cash transactions of less than \$10,000 each within a 24-hour period on two separate operational days that add up to \$10,000, a FINTRAC entry report shall be created.
- 1.4 A Large Cash Transaction, Foreign Exchange and Disbursement Record shall be completed for any individual who:
 - 1.4.1 Exchanges \$10,000.00 (CDN) equivalent or more in foreign currency in one or more transactions in a twenty-four (24) hour static period (for Foreign Exchange Report);
 - 1.4.1.a Each type of foreign currency (i.e. US or Yen, etc.) exchanged in a 24 hour static period requires a separate entry;
 - 1.4.1.b Any exchange of \$3000.00 (CDN) equivalent or more shall be entered into the FINTRAC Entry screen.
 - (1) The system will ensure the appropriate record is created and sent to FINTRAC when reporting thresholds are reached.
 - 1.4.2 Buys in for \$10,000.00 (CDN) or more in one or more transactions in a twenty-four (24) hour static period (for Large Cash Transaction Report (LCTR));
 - 1.4.3 Cashes out for a disbursement of \$10,000.00 (CDN) or more in one or more transactions in a twenty-four (24) hour static period (for Casino Disbursement Report);

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- 1.4.4 Wins a jackpot of \$10,000.00 (CDN) or more in one or more transactions (excluding bingo jackpots) in a twenty-four (24) hour static period (for Casino Disbursement Report);

[Amended 04/13/2015, 07/06/2017, 10/02/2017]

2 SOURCE OF FUNDS

- 2.1 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron. See 'Source of Funds and Reasonable Measures (SOF/RM) Reference Guide for Service Providers' in Associated Documents for reference.
- 2.1.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
- 2.1.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.
- 2.2 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses shall not be accepted.
- 2.2.1 An MSB is defined as an individual or an entity, other than a regulated financial institution, that is engaged in the business of any of the following activities:
- 2.2.1.a Foreign exchange dealing;
- 2.2.1.b Remitting or transmitting funds by any means or through any individual, entity or electronic funds transfer network;
- 2.2.1.c Issuing or redeeming money orders, traveler's cheques or other similar negotiable instruments.

[Added 09/06/2018, 01/14/2019, 04/01/2019]

3 PERSONAL INFORMATION

- 3.1 For the purposes of this section, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations require that the following personal information be obtained:
- 3.1.1 For foreign exchanges of \$3,000.00 (CDN equivalent) or more, the assigned casino or community gaming centre employee shall enter on the FINTRAC Entry screen the Large Cash Transaction, Foreign Exchange and Disbursement Record, recording:
- 3.1.1.a The patron's name, address (whether local or foreign), occupation and date of birth;
- (1) If a foreign address is given but the patron is known to be gaming at the site often enough such that patron does not appear to be a visitor, a local resident address shall also be obtained.
- 3.1.1.b The type, place of issue and reference number of the acceptable identification produced to verify the name;

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- 3.1.1.c The Canadian dollar value of the foreign exchange, based on the daily average exchange rate to pay the customer, as posted by the Bank of Canada;
 - (1) Each type of foreign currency exchanged requires a separate entry in the FINTRAC Entry screen.
- 3.1.1.d If the foreign currency is presented in cash, certified cheque or bank draft a receipt bearing the name of the financial institution, account number and patron's name must be produced. See SOURCE OF FUNDS.
- 3.1.1.e The assigned casino or community gaming centre employee shall record his/her name, title, and GPEB number attesting to the transaction in the 'notes' portion of the electronic FINTRAC Entry Record and record the amount of the currency given to the patron in the disbursement tab of the electronic module unless the name, title and GPEB number is already recorded in an approved tracking sheet which is scanned into the Media field.
- 3.1.2 For cash-outs (disbursements), sufficient /acceptable photo identification is required to identify the patron when the total reaches \$10,000.00.
- 3.1.3 For buy-ins, the patron must provide sufficient/acceptable photo identification to identify the patron upon request.
 - 3.1.3.a The patron shall be asked to produce the identification upon reaching \$10,000.00 total buy-in or if an additional request for buy-in would reach or exceed the reportable threshold.
 - (1) If patron refuses to produce identification, buy-in shall not be accepted and all further gaming privileges suspended until the identification is produced.
 - (2) An Incident Report in CRS shall be completed and BCLC AML unit shall be alerted.
 - 3.1.3.b If the buy-in is presented in cash, certified cheque or bank draft a receipt bearing the name of the financial institution, account number and patron's name must be produced. See SOURCE OF FUNDS.
- 3.2 Reasonable measures shall be undertaken to determine and document ownership of funds for large cash buy-ins, disbursements and foreign exchanges before any transaction of \$10,000 or more within a static 24-hour period is completed.
 - 3.2.1 'Reasonable measures' means the patron has been asked whether the funds belong to him/her only, or are on behalf of a third party. The patron must also be asked for the source of the funds and the receipt showing the source for any cash or cash equivalent buy-in \$10,000 or more. The response shall be documented and retained and electronically scanned and saved within the media tab of the reporting document. The original receipt is to be retained and not returned to the patron. See 'Source of Funds and Reasonable Measures (SOF/RM) Reference Guide for Service Providers' in Associated Documents for reference.
 - 3.2.1.a If the patron has verified the funds belong to him/her only, and the identification has been verified, the transaction may be completed. The responses shall be documented on the Reasonable Measures/Source of Funds template and the completed template retained and electronically scanned and saved within the media tab of the reporting document.

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- 3.2.1.b Third party transactions are not permitted under any circumstances.
- 3.2.1.c All cash and bearer monetary instruments (bank drafts/ certified cheques) totaling \$10,000 or more require a source of funds declaration by the patron prior to acceptance for buy-in. This declaration shall be documented on the Reasonable Measures/Source of Funds template and shall be scanned into the media tab for large cash transaction reports. Receipt(s) showing the name of the financial institution that was the source of funds, the account number and the patron's name must be produced and scanned into the media tab.
 - (1) The original receipt(s) is to be retained and not returned to the player.
- 3.2.1.d If a buy-in is requested that would reach the large cash transaction reporting threshold and the patron refuses to reveal the source of the funds, the transaction shall not be completed and the response shall be documented in an Unusual Financial Transaction Incident Report in CRS and on the Reasonable Measures/Source of Funds template. The completed template shall be retained and electronically scanned and saved within the media tab of the Incident Report.
 - (1) All gaming privileges will be suspended and the patron shall be asked to leave the facility.
 - (2) An Incident Report in CRS shall be completed and BCLC AML unit shall be alerted.
- 3.2.1.e If a buy-in is requested that would reach the large cash transaction reporting threshold and the patron does not produce the receipt from the financial institution, the transaction shall not be completed. See SOURCE OF FUNDS.
- 3.3 Sufficient/acceptable photo identification for a Large Cash Transaction, Foreign Exchange and Disbursement Record is defined as a valid (not expired) document with a unique identifier number issued by a provincial, territorial or federal government, or valid foreign identification, if equivalent to an acceptable form of Canadian identification document.
 - 3.3.1 Identification document must be the original, not a copy.
- 3.4 Identification for Large Cash Transaction, Foreign Exchange and Disbursement Records shall be:
 - 3.4.1 Scanned into the Media field of the patron's Subject Profile in CRS.
- 3.5 The Service Provider shall obtain the patron's principal business or occupation prior to completing the applicable transaction.
 - 3.5.1 It is not sufficient for the patron to provide vague information such as "self-employed" or "business owner".
 - 3.5.1.a Service Provider shall question the patron further to establish the specific occupation and employment specifics;
 - (1) If patron refuses to provide the specific information required for clarification or if the patron completely refuses to disclose any principle business or occupation information, the transaction shall not be completed; and
 - (2) An Incident Report in CRS shall be completed detailing the particulars of the patron's refusal.

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- 3.6 Personal information of the patron must be obtained before the patron reaches the reporting threshold.
- 3.6.1 The patron shall be asked to produce identification upon reaching a \$9000 total buy-in;
- 3.6.1.a If the patron cannot or refuses to produce identification, they shall be informed of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations reporting requirement and that they will not be allowed to reach the \$10,000 reporting threshold without producing identification.
- (1) Patron can continue to play and buy-in until such time as the requested buy-in would cause the reporting threshold to be reached, at which time the buy-in shall be refused until identification is produced.
- (2) Example: Patron reaches \$9000 buy-in, refuses to produce identification, then buys in for a further \$600. Reporting threshold has not been reached so patron may continue playing. Patron asks to buy-in a further \$400 – the request is refused.
- 3.6.1.b Table Game Floor Manager and Dealer Supervisor shall maintain a vigilant watch for further buy-ins from the patron to ensure the reporting threshold is not reached; and
- 3.6.1.c The Dealer shall be instructed not to accept buy-ins that would cause the reporting threshold to be reached.
- 3.6.1.d Surveillance shall be informed of the identity of the patron when the identification is shown in order to enable the Subject Module to be checked; or, that the patron has refused to produce identification.
- 3.6.1.e An Incident Report in CRS shall be completed detailing the particulars of the patron's refusal.

[Amended 01/15/2013, 04/01/2013, 10/11/2016, 04/25/2017, 07/06/2017, 10/02/2017, 09/06/2018, 09/19/2018, 04/01/2019]

4 RECORD RETENTION

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4.1

4.2

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5 CONFIDENTIALITY

- 5.1 The Large Cash Transaction, Foreign Exchange and Disbursement Records shall be safeguarded at all times in order to protect the privacy of the individuals involved.

5.2 Redacted for Security

- 5.3 In the event the police inquire about a player, the Service Provider shall refer them to:

5.3.1 The BCLC Investigator or BCLC Consumer Services if the Investigator is unavailable.

5.3.1.a The Service Provider shall only release a Large Cash Transaction, Foreign Exchange and Disbursement Record to the police upon production of a search warrant.

5.3.1.b An Incident Report in CRS shall be completed and BCLC Investigations shall be alerted.

- 5.4 The Service Provider shall advise the BCLC Director of AML & investigations or designate of a warrant requiring release of a Large Cash Transaction, Foreign Exchange and Disbursement Record.

5.4.1 In the event the police contact a Service Provider requesting a Large Cash Transaction, Foreign Exchange and Disbursement Record, the Casino or Community Gaming Centre Manager or designate shall immediately provide all relevant details surrounding the request to the BCLC Director of AML & investigations or designate.

5.4.2 In the event a search warrant is served on the Service Provider, the Service Provider shall contact the BCLC Director of AML & investigations or designate prior to release.

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5.4.3 The Service Provider shall ensure all documents seized by the police are photocopied and held by the Service Provider for future reference.

5.4.4 An Incident Report in CRS shall be completed and BCLC AML unit shall be alerted.

[Amended 06/01/2013, 04/25/2017, 09/06/2018]

6 SUSPECTED MONEY LAUNDERING/SUSPICIOUS FINANCIAL TRANSACTION

NOTE: Please refer to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) website, www.fintrac.gc.ca, for the full list of the casino industry indicators for suspicious financial transactions.

6.1 Should any casino or community gaming centre employee suspect an individual of money laundering or attempting to launder money which may be proceeds of crime, they shall:

6.1.1 Immediately notify their supervisor who shall:

6.1.1.a Ensure that all procedures are completed as per General – FINTRAC and Anti-Money Laundering Compliance policy, including, if the suspicion is found to be adequately supported, instructing the employee to refuse the transaction.

6.1.1.b Complete an Incident Report on CRS and document any and all details surrounding the incident;

6.1.1.c Send a Section 86 report to GPEB;

(1) At facilities with manned surveillance, the Surveillance department shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.

(2) At facilities with unmanned surveillance, the Facility Manager or his designate shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.

[Amended 06/30/2015, 04/25/2017, 01/03/2018, 09/06/2018]

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8 FOREIGN EXCHANGE

- 8.1 As per the Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations, the foreign exchange rate to pay the patron shall be converted into Canadian dollars based on the official conversion rate of the Bank of Canada for that currency, as published in the Bank of Canada's Daily Exchange Rates, and based on the daily average exchange rate.
 - 8.1.1 The Bank of Canada daily average exchange rate can be found at:
<http://www.bankofcanada.ca/rates/exchange/daily-exchange-rates>.
 - 8.1.2 Casino and community gaming centre employees may obtain the Bank of Canada daily average exchange rate from the BCLC Representative or BCLC Finance - CCG.
- 8.2 For one or more transactions totaling \$3,000.00 or more (CDN equivalent), the assigned casino or community gaming centre employee shall complete the Large Cash Transaction, Foreign Exchange and Disbursement Record in the FINTRAC Entry screen of the CRS, recording:
 - 8.2.1 The patron's name, address (whether local or foreign), occupation and date of birth;
 - 8.2.2 The type, place of issue and reference number of the acceptable identification produced to verify the name;
 - 8.2.2.a The identification shall be scanned into the Media field of the 'Subject Profile' in CRS.
 - 8.2.3 The Canadian dollar value of the foreign exchange, based on the daily average exchange rate as posted by the Bank of Canada. This is updated in GMS by BCLC every weekday.
 - 8.2.4 Each type of foreign currency (i.e. US or Yen, etc.) exchanged requires a separate entry in the FINTRAC Entry screen.
 - 8.2.5 If cash, certified cheque or bank draft is presented, the receipt from the financial institution showing the name of the financial institution, account number and patron's name shall be scanned to the media tab of the reporting document.
 - 8.2.5.a The original receipt(s) is to be retained and not returned to the player.
 - 8.2.5.b See SOURCE OF FUNDS.
- 8.3 Casino and community gaming centre employee(s) shall record their name, title, GPEB number in the 'notes' portion of the FINTRAC Entry record attesting to the amount of Canadian currency given to the patron unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
- 8.4 The Cashier shall provide the Cage Supervisor or designate with the patron tracking card for entry in the Casino Reporting System and filing.
- 8.5 The Cage Supervisor shall complete the FINTRAC Entry Screen in the FINTRAC module in the Casino Reporting System (CRS).
- 8.6 The Cashier shall decline the exchange request in the event the patron refuses or is unable to produce acceptable identification.
 - 8.6.1 The Cashier shall explain the requirements of the legislation and return the monetary instrument to the patron.

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[Amended 06/30/2015, 04/25/2017, 09/06/2018, 09/19/2018, 04/01/2019]

9 BUY IN

- 9.1 The Large Cash Transaction Record (LCTR) shall be completed by the assigned casino or community gaming centre employee for any patron buying chips, cash and/or coin for \$10,000.00 or more, in one or more transactions within the static period, either of twenty-four (24) consecutive hours or until close of operational hours, whichever is applicable.
- 9.2 Patrons shall be asked for the following particulars of identification as soon as it becomes apparent their buy-ins may approach the LCTR threshold, recording:
 - 9.2.1 The patron's name, address (whether local or foreign), occupation and date of birth;
 - 9.2.2 The type, place of issue and reference number of the acceptable identification produced to verify the name;
 - 9.2.2.a The identification shall be scanned into the Media field of the Subject Profile in CRS; and
 - 9.2.3 The assigned casino or community gaming centre employee shall record their name, title and GPEB number attesting to the transaction in the 'notes' portion of the electronic FINTRAC Entry record in the Casino Reporting System, unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
 - 9.2.4 The assigned casino or community gaming centre employee shall record each of the individual "buy-in" dollar value amounts as well as the total dollar value of the "buy-in" in the "Pit Transactions/Slot Machines Cash Buy In" area of the tracking sheets.
 - 9.2.5 If patron refuses to produce identification, the buy-in shall not be accepted and all gaming privileges suspended until acceptable identification is produced.
 - 9.2.6 The assigned casino or community gaming centre employee shall, for buy-ins of cash, certified cheque or bank draft, request the receipt for the source of funds, which shall bear the name of the financial institution, account number and patron's name;
 - 9.2.6.a The receipt shall be scanned into the media tab of the reporting document.
 - 9.2.6.b The original receipt(s) is to be retained and not returned to the player.
 - 9.2.6.c See SOURCE OF FUNDS.
 - 9.2.7 In no case will a patron be allowed to reach the reporting threshold without producing identification, including all particulars detailed in PERSONAL INFORMATION and, if required, the receipt from the financial institution showing the source of funds;
 - 9.2.8 Patrons shall be asked for identification when the buy-in total reaches \$9000.00 as per PERSONAL INFORMATION or if the buy-in amount would place the total buy-in at the reporting threshold.
 - 9.2.8.a Examples:
 - (1) If patron has already bought in for \$6000, then requests a further buy-in of \$4000 and refuses to produce identification, the \$4000 buy-in shall be refused, all gaming privileges suspended until acceptable identification is produced and an Incident Report in CRS shall be completed;

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- (2) If patron has bought in for smaller amounts totaling \$8000, then requests a further buy-in of \$2000 and refuses to produce identification, the \$2000 buy-in shall be refused, all gaming privileges suspended until acceptable identification is produced and an Incident Report in CRS shall be completed.

9.3 In the event a patron reaches a buy-in threshold, through two or more transactions, of \$10,000.00 then refuses or is unable to produce acceptable identification, as applicable:

9.3.1 The patron shall be advised that no further play is allowed until identification is obtained and scanned into the CRS;

9.3.2 The patron shall be asked to leave;

9.3.3 When the individual is about to exit the casino or community gaming centre, floor security shall attempt to obtain ID from the individual;

9.3.4

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9.3.5 The patron shall be advised that they shall not be permitted to return to play in the casino or community gaming centre until acceptable identification is produced;

9.3.6 An Incident Report shall be generated in CRS

9.3.7 If the patron visits the casino or community gaming centre again, they shall be asked at the front door to present identification prior to being admitted.

9.3.8 If the patron provides identification and if the identification is acceptable, the Security Officer shall:

9.3.8.a Update the original Incident Report with the information that the identification has been provided and is acceptable.

- (1) Exception: If the patron is considered subject to reporting for a suspicious transaction report, the identification shall be scanned into the Media field of the patron's Subject Profile in CRS.

9.4 In the event a patron's identification has been collected and recorded for reporting purposes before the FINTRAC reporting threshold is reached, but the patron's activity never reaches the reportable threshold, all recorded information shall be destroyed to protect the patron's privacy.

9.4.1 Exception: If the patron is considered subject to reporting for a suspicious transaction report.

[Amended 01/15/2013, 10/11/2016, 09/06/2018, 09/19/2018, 04/01/2019]

10 CASH OUT (DISBURSEMENT)

10.1 The disbursement portion of the electronic FINTRAC Entry Record shall be completed by the assigned casino or community gaming centre employee for any patron cashing out chips or receiving payment for a slot or table game jackpot/CC (disbursement) for \$10,000.00 or more, in one or more transactions within the static period, either twenty-four (24) consecutive hours or until close of operational hours, whichever is applicable, recording:

10.1.1 The patron's name, address (whether local or foreign), occupation and date of birth;

10.1.2 The type, place of issue and reference number of the acceptable identification produced to verify the name;

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- 10.1.2.a The identification shall be scanned into the Media field of the Subject Profile in CRS.
- 10.1.3 If a cheque for a 'verified win' was issued (See Cage - Service Provider Cheques), the name, title and GPEB number of the casino or community gaming centre employee who verified the win, and the table, slot machine, or electronic gaming machine number of the win shall be recorded in the 'notes' portion of the electronic FINTRAC Entry Record, unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
 - 10.1.3.a Document the cheque reference number and amount.
- 10.1.4 The assigned casino or community gaming centre employee shall record their name, title and GPEB number attesting to the amount of the cash-out (disbursement) by the patron in the 'notes' portion of the electronic FINTRAC Entry Record, unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
- 10.1.5 The assigned casino or community gaming centre employee completing the patron tracking card shall provide the Cage Supervisor or designate with the patron tracking card for scanning and entry in the electronic FINTRAC Entry Record in the Casino Reporting System.
 - 10.1.5.a If a cheque for a 'verified win' was issued, the Cage Supervisor or designate shall input the name and GPEB number of the employee who verified the win, the table or slot machine number of the win, (unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field) and the cheque reference number in the Notes field of the Disbursement Entry.
- 10.1.6 If a client has made large table buy-ins with small bills, with minimal play, and attempts to cash out, the client shall receive the cash out funds at the Cash Cage in the same denominations as were presented for the buy-in or with a 'Return of Funds – Not Gaming Winnings' Convenience cheque.
 - 10.1.6.a The Cash Cage staff must be adequately notified of the buy-in, the denominations used, and the probability of cash out by the floor staff in order that funds may be prepared.
- 10.1.7 If the patron advises they do not and cannot obtain acceptable identification the disbursement shall not be completed.
 - 10.1.7.a For slot or table game jackpot wins, a 'Postpone or Delay Jackpot' shall be processed and notification shall be forwarded to the BCLC Investigator;
 - 10.1.7.b For chip exchanges, the chips shall be pushed back and the patron shall be notified the cash out will not be completed until identification is presented;
 - 10.1.7.c An Incident Report in CRS shall be completed.

[Amended 01/03/2018, 04/01/2019]

11 PATRON TRACKING

- 11.1 All large cash "buy-in" and "cash-out" (disbursement) transactions shall be tracked in the event a series of transactions may amount to a total of \$10,000.00 or more within a static period, either of twenty-four (24) consecutive hours or until the close of operational hours, whichever is applicable.

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For example, a buy-in of \$3,000.00 must be tracked because there is a reasonable chance that the patron's total buy-ins for the day may amount to \$10,000.00.

- 11.2 All foreign exchanges under \$3,000.00 shall be tracked as described above in FOREIGN EXCHANGE.
- 11.3 All large foreign exchanges (\$3000.00 (CDN equivalent) or more) shall be tracked in the event a series of transactions may amount to the total of \$10,000.00 (CDN equivalent) or more within the static period, either of twenty-four (24) consecutive hours or until close of operational hours, whichever is applicable.
- 11.4 Each transaction (buy-in, disbursement, foreign exchange or jackpot payment) shall be recorded separately in the electronic FINTRAC Entry Record.
- 11.5 The patron tracking card or a photocopy of the patron tracking card used in the process of tracking buy-ins and cash-outs shall be scanned into the 'media tab' of the electronic FINTRAC Entry Record.

[Amended 07/06/2017, 10/02/2017, 09/06/2018, 09/19/2018]

12 REPEAT PATRONS

- 12.1 Once a Large Cash Transaction, Foreign Exchange and Disbursement Record has been fully completed it shall be considered sufficient as acceptable identification.
 - 12.1.1 For any new Large Cash Transaction, Foreign Exchange and Disbursement Record required, the assigned casino or community gaming centre employee shall record:
 - 12.1.1.a The name of the patron and all other mandatory information within the electronic FINTRAC Entry Record, in compliance with FINTRAC reporting requirements.
 - 12.1.1.b The assigned casino or community gaming centre employee shall record their name, title and GPEB number attesting to the transaction in the 'notes' portion of the electronic FINTRAC Entry Record, unless the name, title and GPEB number is already recorded in an approved tracking sheet and is scanned into the Media field.
 - 12.1.1.c The remainder of the form detailing "buy-ins", "cash-outs" (disbursements) and foreign exchanges shall be completed as per previous instructions.
- 12.2 The Service Provider shall ensure that the identification scanned into the Media field of the repeat patron's Subject Profile in CRS is valid and that the client information, which includes identification, is updated at least every 2 years or as required and the update shall be documented in the subject profile comments.
 - 12.2.1 Additionally, as per Proceeds of Crime (Money Laundering) and Terrorist Financing Act/Regulations any patrons identified as 'high risk' require more frequent monitoring of the business relationship, including updating patron identification and information more frequently and adopting any other appropriate enhanced monitoring measures.
 - 12.2.1.a For patrons identified by BCLC as HIGH RISK, all identification and information including current address, telephone contact, occupation and employer name or, if the owner of a company, the company name shall be validated at least every 18 months;
 - 12.2.1.b The client information and identification shall be updated; and

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12.2.1.c The validation and update shall be documented in the subject profile comments.

[Amended 04/13/2015, 04/01/2019]

13 CASH OUT SPLITTING

13.1 Once a Cashier has refused a patron's request for a cash out (disbursement) due to lack of acceptable identification, no Cashier, during the same static period of such refusal, either of twenty-four (24) consecutive hours or until the close of operational hours, whichever is applicable, shall cash out the chips or redeem any tickets when presented by:

13.1.1 The same individual but in lesser amounts;

13.1.2 A third party;

13.1.3 Several individuals, having divided the chips or tickets amongst them and clearly cashing out for the benefit of the initial patron.

[Amended 10/02/2017]

14 IDENTIFICATION SHARING

14.1 Each individual casino or community gaming centre shall obtain or confirm identity by checking acceptable identification from the patron or reviewing the identification contained in CRS;

14.1.1 Large Cash Transaction, Foreign Exchange and Disbursement Records shall not be shared between casinos or community gaming centres.

14.2 Each individual casino or community gaming centre that obtains acceptable identification from a patron for Large Cash Transaction, Foreign Exchange and Disbursement Record purposes shall scan the identification into the Media field of the patron's CRS Subject Profile in CRS.

15 FILING LARGE CASH TRANSACTION, FOREIGN EXCHANGE AND DISBURSEMENT RECORDS

15.1 FINTRAC entries in the FINTRAC Module on CRS must be completed within 72 hours of the first transaction for each Large Cash Transaction, Foreign Exchange and Disbursement Record.

15.2 BCLC Investigators shall monitor the submissions of the FINTRAC Reports to FINTRAC from the system to ensure they have been sent within 15 days of the date the FINTRAC Module on CRS was completed.

[Amended 04/01/2013, 07/08/2014]

16 ANTI-MONEY LAUNDERING (AML) TRAINING

16.1 Anti-Money Laundering (AML) training is mandatory all front line and senior management Service Provider staff who have contact with clients, who see client transaction activity, who handle cash or funds in any way or who are responsible for implementing or overseeing the compliance regime with the exception of janitorial, or food and beverage staff who do not serve on the gaming floor.

16.1.1 See General – FINTRAC and Anti-Money Laundering Compliance policy for specific instruction.

16.1.1.a Training should be incorporated in the "on-boarding" process for new employee hires.

[Amended 07/08/2014, 07/05/2019]

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Section: 3-8.2 Cage – Large Table Buy-Ins

ANNOTATION

Patrons buying in at gaming tables with large amounts of cash have presented a customer service challenge, due to the time the game has to be stopped to conduct the buy-in. To facilitate excellent customer service, an alternate procedure may be used, if all requirements are fulfilled. Approval for use of this procedure must be obtained from the BCLC Regional Operations Manager prior to implementation at any property.

[Amended 01/06/2014]

[Amended for CPV 01/14/2015]

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3 SOURCE OF FUNDS

- 3.1 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
 - 3.1.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.

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3.1.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.

3.2 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses shall not be accepted.

3.3 See also Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting.

3.4 If a patron buys in for table game play at the Cash Cage (Large Table Buy-In, CPV), with minimal play, the cash disbursement for chips redemptions must be in the same denominations as the patron's original buy-in; and

3.4.1 An Incident Report in CRS shall be completed.

[Added 09/06/2018, 09/19/2018, 04/01/2019]

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6 SERVICE PROVIDER CHEQUE CASHING
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Section: 3-8.3 Cage – Patron Gaming Funds Accounts v.3

[Amended 01/15/2012, 04/01/2013, 06/01/2013, 01/05/2015, 10/05/2015, 01/11/2016, 03/02/2016, 01/06/2017, 07/06/2017, 10/02/2017, 09/06/2018]

[Revised to version 3 – 04/01/2019]

ANNOTATION

To enhance the confidence of patrons and the overall gaming experience, Service Providers may offer patron gaming funds (PGF) accounts wherein funds may be deposited by patrons, withdrawn for gaming, re-deposited for subsequent play or returned to the patron.

Service Providers may choose to accept some or all of the authorized deposits, as appropriate for the facility.

1 DEFINITIONS PERTAINING TO PGF ACCOUNTS

- 1.1 Acceptable identification - means an original, valid (not expired) document with a unique identifier number issued by a Canadian provincial, territorial or federal government, or foreign identification that meets the requirements above and is equivalent to an acceptable form of Canadian identification document.
- 1.2 Authorized bank account – means an account at a Canadian regulated financial institution or a United States regulated financial institution or an international regulated financial institution.
 - 1.2.1 Canadian, U.S. and international regulated financial institutions are defined by the Office of the Superintendent of Financial Institutions (OSFI) at <http://www.osfi-bsif.gc.ca/Eng/fi-if/Pages/default.aspx>.
- 1.3 Negotiable instrument – means a bank draft or certified cheque from a regulated financial institution, a winner's cheque, a return of funds - PGF cheque, a wire transfer, an electronic funds transfer (EFT), a debit card transaction, or an internet banking transfer. Gaming chips are only considered a negotiable instrument under certain conditions explained in AUTHORIZED DEPOSITS TO PGF ACCOUNTS.

2 ACCOUNT MANAGEMENT

- 2.1 The Service Provider must notify BCLC's Director of Operations, Casino and Community Gaming, of the intention to begin using PGF Accounts and receive acknowledgement, in writing, from the BCLC Director of Operations or designate before implementing PGF Accounts.
- 2.2 The Service Provider must use the format prescribed by BCLC for opening Patron Gaming Funds Accounts.
- 2.3 The Service Provider must implement auditable internal operational and control policies to ensure that financial records are accurate, reliable, prepared on a timely basis, and securely safeguard the integrity and confidentiality of the transactions and patron information.
- 2.4 The Service Provider must develop criteria to ensure the validity of any negotiable instrument and must keep auditable records on file of each transaction of this nature.
- 2.5 The Service Provider accepts full financial responsibility for any dishonoured or fraudulent negotiable instrument;
 - 2.5.1 The Service Provider cannot deem or report a dishonored or fraudulent negotiable instrument as a shortage.
- 2.6 The Service Provider must indemnify and hold BCLC harmless for any incidents of any kind arising from the PGF Accounts.
- 2.7 The Service Provider must ensure an acknowledged, approved audit or accounting firm has attested to the bank reconciliation of the accounts as per General Accepted Accounting Principles at least annually.

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- 2.8 Annually, and within ten (10) days of BCLC's year end (March 31) the Service Provider must provide to BCLC Finance, Casino and Community Gaming, the total balance of all PGF Accounts, by site.
- 2.9 Records and reports must be made available for BCLC review, upon request.
 - 2.9.1 When requested, reports must be produced in the same gaming day unless the requested reports are more than 30 days old, in which case the records must be produced within 2 weeks.
- 2.10 Redacted for Security
- 2.11 The Service Providers cannot impose a service charge for a PGF Account.
- 2.12 PGF Accounts must be segregated by individual patron and site.
- 2.13 Only individuals can open PGF Accounts. PGF Accounts in joint names, or for corporations, trusts, or non-profit entities are prohibited.
- 2.14 The Service Provider must conduct a search of the anti-terrorist financing lists on the Government of Canada Justice Laws Website at <https://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-360/section-sched673020-20060322.html> to ensure the individual is not present on the lists before opening the account.
 - 2.14.1 If the individual is found to be present on the lists, the account must not be opened. See FINTRAC and Anti-Money Laundering Compliance, TERRORIST PROPERTY for reporting requirements.
- 2.15 The Service Provider may permit up to two (2) authorized bank accounts per patron that can be used for EFT/Wire Transfer for PGF Account deposit and withdrawal purposes and must verify that any deposits being received are only from the authorized accounts.
 - 2.15.1 The Service Provider must confirm with their banking institution that any transfer to or from a patron's gaming fund accounts originate only from or are transferred only to the same patron's authorized bank accounts. If the funds cannot be confirmed as coming from the authorized accounts, the transfer must be refused.
- 2.16 Accounts may only be opened by means of authorized deposits as per AUTHORIZED DEPOSITS TO PGF ACCOUNTS.
- 2.17 Patrons withdrawing funds from the PGF Account must be paid by means of an authorized withdrawal as per AUTHORIZED WITHDRAWALS FROM PGF ACCOUNTS.
- 2.18 The Service Provider must use the procedures outlined in the GMS Cage Training manual when processing PGF Account transactions.
- 2.19 Copies of all PGF Account transaction receipts must be kept with the appropriate GMS paperwork, and with the PGF Accounts paperwork. If the transaction is a patron deposit or withdrawal, a receipt must also be given to the patron.

[Amended 09/09/2019]

3 ACCOUNT OPENING

- 3.1 The Player Gaming Funds Account opening documentation review checklist shall be used when the Cage Supervisor is opening a new account;
- 3.2 The Service Provider must propose procedures for opening a new PGF Account which include the following as a minimum, and are subject always to BCLC review and approval:

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- 3.2.1 Patron's identity must be established and authenticated through the production of Acceptable Identification documentation;
- 3.2.2 A search of the Voluntary Self-Excluded and Barred Patron databases in CRS must be completed to ensure patron is eligible to open an account;
- 3.2.3 BCLC approved PGF Account Opening Agreement and patron profile card must be completed and filed;
- 3.2.4 Photocopy of the Acceptable Identification that the patron presents must be maintained with the Account Operating Agreement.
- 3.2.5 FINTRAC Entry in CRS must be completed;
- 3.2.6 Declaration of Source of Funds must be completed;
- 3.2.7 Incident Report in CRS must be completed.
- 3.3 Record Keeping/Reviewing
 - 3.3.1 To meet customer due diligence and Know Your Client obligations, Service Providers must ensure strict compliance with the following processes when opening or completing a transaction on a PGF account:
 - 3.3.1.a Signature on BCLC approved PGF Account Operating Agreement application form must be used as the signature card and compared to the signature on the acceptable identification.
 - (1) Account Operating Agreement must be securely maintained on file or electronically for each account holder; and
 - (2) The signature for any transaction must be compared to the Account Operating Agreement.
 - 3.3.1.b A patron profile card must be created and kept with the signature card (on file or electronically, as applicable) to document;
 - (1) Deposits and withdrawals from account;
 - (2) Types of negotiable instruments presented;
 - (3) Other miscellaneous information collected which may lead to further knowledge of patron activities. (e.g. favorite games, win/loss and average bets, high limit play).
 - 3.3.2 The following documents must be scanned into the media tab of the Incident Report in CRS:
 - 3.3.2.a Completed account opening documentation review checklist;
 - 3.3.2.b Completed Account Operating Agreement;
 - 3.3.2.c Declaration of source of funds;
 - 3.3.2.d Acceptable Identification produced (front).
- 3.4 The Service Provider may set minimum deposit thresholds for patrons to open a PGF Account. When opening the account Service Providers must complete:
 - 3.4.1 A FINTRAC Entry in CRS, including selecting the appropriate form of deposit on the drop down menu as per Cheque Issuance and EFT Training Manual in Associated Documents;
 - 3.4.2 An Incident Report in CRS;

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3.4.3 Notations on the patron profile card of appropriate 'customer due diligence/know your client' details; and

3.4.4 A Declaration of Source of Funds.

[Amended 09/09/2019]

4 AUTHORIZED DEPOSITS TO PGF ACCOUNTS

4.1 The following are considered authorized deposits for PGF Accounts, and are subject to any requirements noted:

4.1.1 Bank draft from a regulated financial institution with the payee being the patron, the casino or the casino company;

4.1.1.a Some financial institutions issue money orders in place of bank drafts for smaller currency amounts. In these cases only, money orders can be accepted as bank drafts.

4.1.1.b The bank draft/certified cheque verification checklist must be completed before acceptance.

4.1.1.c Bank drafts from joint financial institution accounts are not permitted. Any requests for exceptions should be forwarded to the BCLC AML unit for consideration.

4.1.2 Certified cheque from a regulated financial institution;

4.1.2.a The bank draft/certified cheque verification checklist must be completed before acceptance.

4.1.3 Cheque from a Canadian casino; either a verified win cheque that has been endorsed by the casino as a verified win or can be verified by calling the issuing casino or a Return of Funds cheque that can be verified as sourced funds by calling the issuing casino;

4.1.3.a No cheques for 'verified wins' shall be issued from the PGF Accounts;

4.1.3.b Patrons choosing to deposit a verified win into a PGF Account must be advised by the Service Providers they will not be eligible for a 'verified win' cheque when subsequently withdrawing funds from their PGF Account.

4.1.4 Wire transfer;

4.1.5 Domestic (Canadian) or International electronic funds transfer (EFT);

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4.1.6 Debit card transaction;

4.1.7 Internet banking transfer from an authorized personal bank account;

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- 4.1.8 Cash or chips from a 'verified win' issued at the same casino opening the account which are presented by the person that actually won the cash or chips in the same gaming day or session in which they were won.
- 4.1.8.a Patrons wishing to deposit accumulated slot jackpot wins in their gaming session to their PGF Account may have the jackpots shown on one Declaration of Source of Funds, if the following conditions are adhered to:
- (1) Individual jackpots are all documented on the Declaration of Source of Funds as well as the final total;
 - (2) A note, initialed by the patron, on the Slot Request form indicates the jackpot is to be deposited to the PGF Account;
 - (3) Cage Supervisor keeps jackpot slips together with the CDR tracking document for reporting purposes;
 - (4) Declaration of Source of Funds must be signed by the patron before leaving the facility.
- 4.1.9 Cash, in the same denominations as were originally paid out and within twenty-four (24) hours, that was sourced as a withdrawal from the credit card kiosk located at the facility and was paid from the Cage with the specific float used for these payments;
- 4.1.10 Sourced cash, which is deposited directly to a Patron's own PGF Account with a same day receipt from the financial institution that provided the cash.
- 4.1.10.a The original receipt must be retained, scanned and stored electronically.
- 4.2 Patrons presenting cash, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
- 4.3 No third party negotiable instruments may be accepted except in the case of a 'verified win' cheque from a Canadian casino, or the re-deposit of a Return of Funds – PGF cheque, or a bank draft made out to the patron;
- 4.3.1 Verified win cheques and return of funds cheques will only be accepted from the person in whose name the cheque had been issued.
- 4.4 No postdated negotiable instrument may be accepted.
- 4.5 No negotiable instrument issued in joint names may be accepted.
- 4.6 All subsequent deposits to Patron Gaming Funds Accounts after initial opening of the account must be by means of authorized deposits.
- 4.7 A FINTRAC Entry in CRS must be completed for all methods of deposit (cheque, electronic transfer, etc.) including selecting the appropriate form of deposit on the drop down menu as per the Cheque Issuance and EFT Training Manual in Associated Documents.

[Amended 09/09/2019]

5 AUTHORIZED WITHDRAWALS FROM PGF ACCOUNTS

- 5.1 The following are considered authorized withdrawals from PGF Accounts:
- 5.1.1 Cash;

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- 5.1.2 Return of Funds - PGF cheque;
 - 5.1.2.a No cheques for 'verified wins' shall be issued from the PGF Accounts.
- 5.1.3 Electronic funds transfer, wire transfer or internet transfer to an authorized bank account.

6 REDEPOSITING WITHDRAWALS FROM PGF ACCOUNTS

- 6.1 Patrons who have withdrawn funds for gaming from PGF Accounts may re-deposit up to the exact amount withdrawn after any period of continuous play after the withdrawal, subject to the following conditions:
 - 6.1.1 Patron use of the withdrawn funds must have been for gaming wagers within the facility gaming floor;
 - 6.1.2 Dealer Supervisor must have tracked and substantiated the play at gaming table;
 - 6.1.2.a If play cannot be substantiated, re-deposit must not be accepted;
 - 6.1.3 If Patron's play results in a net loss, only the portion of the withdrawal remaining shall be eligible for re-deposit;
 - 6.1.4 If Patron's play results in a net win, the exact withdrawal amount plus the 'verified win' may be re-deposited.
- 6.2 No patron signature is required on the Declaration of Source of Funds if the deposit is a redeposit of funds that were originally withdrawn from the PGF account.

Examples:

Example 1 - Player withdraws \$50,000 and wins an additional \$10,000 – original \$50,000 plus the \$10,000 verified win can be re-deposited – total re-deposit \$60,000

Example 2 – Player withdraws \$50,000, loses \$20,000 at table game – only \$30,000 can be re-deposited. Player cannot introduce new money to top up the re-deposit.

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8 POLICY BREACH MANAGEMENT

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9 VOLUNTARY SELF EXCLUSION

- 9.1 When a patron having a PGF Account voluntarily self-enrolls into the Voluntary Self-Exclusion program, all funds in the PGF Account must be paid to the patron as per the Security – Voluntary Self-Exclusion policy.

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Section: 3-9.1 Cage – Foreign Currency		

Section: 3-9.1 Cage – Foreign Currency

1 EXCHANGE RATES

- 1.1 Foreign exchange rates shall be set by BCLC according to the official conversion rates of the Bank of Canada, as published in the Bank of Canada's Daily Exchange Rates, and based on the daily average exchange rate.
 - 1.1.1 This can be found at <http://www.bankofcanada.ca/rates/exchange/daily-exchange-rates>.
- 1.2 BCLC shall determine which foreign currencies may be exchanged.
 - 1.2.1 The Service Provider shall determine which of those currencies will be accepted at the casino or community gaming centre.
- 1.3 Foreign coin, except American, shall not be accepted.
 - 1.3.1 American coin may be accepted at par.
- 1.4 Current exchange rates shall be posted at the Cash Cage, visible to patrons.

[Amended 04/25/2017]

2 EXCHANGE

- 2.1 Patrons may only exchange their foreign currency at the Cash Cage.
 - 2.1.1 Foreign currency shall not be exchanged on the gaming floor, e.g. gaming tables or slot attendant or lottery point of purchase.
- 2.2 The Cashier shall attempt to determine that the foreign currency is not counterfeit.
 - 2.2.1 The Cashier shall notify the Cage Supervisor if there is any question as to the legitimacy of the currency.
- 2.3 All foreign currency exchanges must be entered into GMS Cage.

[Amended 05/05/2016]

3 SOURCE OF FUNDS

- 3.1 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
 - 3.1.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
 - 3.1.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.
- 3.2 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses shall not be accepted.
 - 3.2.1 An MSB is defined as an individual or an entity, other than a regulated financial institution, that is engaged in the business of any of the following activities:

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- 3.2.1.a Foreign exchange dealing;
- 3.2.1.b Remitting or transmitting funds by any means or through any individual, entity or electronic funds transfer network;
- 3.2.1.c Issuing or redeeming money orders, traveler's cheques or other similar negotiable instruments.

3.3 See also Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting.

[Added 09/06/2018, 01/14/2019, 04/01/2019]

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Section: 3-9.2 Cage – Certified Cheques and Bank Drafts		

Section: 3-9.2 Cage – Certified Cheques and Bank Drafts

1 GENERAL

- 1.1 The Service Provider shall be held liable for cashing a certified cheque or bank draft in the following instances, as determined by BCLC:
 - 1.1.1 The Service Provider failed to comply with the proper certified cheque or bank draft cashing procedures;
 - 1.1.1.a The bank draft/certified cheque verification checklist must be completed before acceptance.
 - 1.1.1.b Bank drafts from joint financial institution accounts are not permitted. Any requests for exceptions should be forwarded to the BCLC AML unit for consideration.
 - 1.1.2 The original signature and counter-signature on the certified cheque are clearly different;
 - 1.1.3 The signature name is different from identification shown;
 - 1.1.4 The certified cheque or bank draft has clearly been tampered with, altered or forged.
- 1.2 Cashiers may accept certified cheques or bank drafts issued in Canadian or United States currency only.
 - 1.2.1 Bank drafts may only be accepted from Patron Gaming Funds Account holders.
 - 1.2.2 Personal cheques, third party cheques, or money orders must not be accepted or cashed at a casino or community gaming centre except as per Cage – Hold Cheque Option or Cage – Patron Gaming Funds Accounts policies.
 - 1.2.3 A certified cheque or bank draft that has been endorsed by a third party must not be accepted.
- 1.3 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
 - 1.3.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
 - 1.3.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.
- 1.4 Money Service Businesses (MSB) are not considered acceptable sources of funds and therefore funds presented from these businesses must not be accepted.
 - 1.4.1 An MSB is defined as an individual or an entity, other than a regulated financial institution, that is engaged in the business of any of the following activities:
 - 1.4.1.a Foreign exchange dealing;
 - 1.4.1.b Remitting or transmitting funds by any means or through any individual, entity or electronic funds transfer network;

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1.4.1.c Issuing or redeeming money orders, traveler's cheques or other similar negotiable instruments.

1.5 See also Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting.

[Amended 06/01/2013, 09/06/2018, 09/19/2018, 01/14/2019, 04/01/2019, 09/09/2019]

Redacted for Relevance

3 DISCREPANCIES

3.1 The Cashier must notify the Cage Supervisor if the validity or ownership of the certified cheque or bank draft is in doubt or shows signs of alteration or other damage.

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3.2

3.3 The Cage Supervisor must complete an Incident Report in CRS.

[Amended 07/06/2017, 09/06/2018, 09/09/2019]

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Section: 3-9.3 Cage – Travelers Cheques		

Section: 3-9.3 Cage – Travelers Cheques

1 GENERAL

- 1.1 The Service Provider shall be held liable for cashing a traveler's cheque in the following instances, as determined by BCLC:
 - 1.1.1 The cheque was cashed after it had been reported lost or stolen to the issuing company;
 - 1.1.2 The Service Provider failed to comply with the proper travelers cheque cashing procedures;
 - 1.1.3 The original signature and counter-signature on the travelers cheque are clearly different;
 - 1.1.4 The travelers cheque is not counter-signed at all.
- 1.2 Cashiers may accept traveler's cheques issued in Canadian or US funds only.
 - 1.2.1 Personal cheques, third party cheques, and money orders must not be accepted or cashed at a facility, except as per Cage – Patron Gaming Funds Accounts and Cage – Hold Cheque Option policies.
 - 1.2.2 A traveler's cheque that has been endorsed by a third party must not be accepted.
- 1.3 Cashiers must follow Cage – Foreign Currency procedures for all U.S. travelers' cheques.

[Amended 09/09/2019]

Redacted for Relevance

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3 DISCREPANCIES

3.1 The Cashier must notify the Cage Supervisor if:

3.1.1 The validity or ownership of the travelers cheque is in doubt;

3.1.2 The travelers cheque shows signs of alteration or other damage.

3.2 Redacted for Security

3.3

3.4 The Cage Supervisor must contact the issuing company and provide the necessary information to verify that the cheque is valid. The 24 hour contact numbers are as follows:

3.4.1 American Express Redacted for Security

3.4.2 Citibank Redacted for Security

3.4.3 MasterCard Redacted for Security

3.4.4 Thomas Cook Redacted for Security

3.4.5 Visa Redacted for Security

3.5 The Cage Supervisor must prepare an Incident Report in CRS if the travelers cheque is not valid or is suspicious.

[Amended 09/09/2019]

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Section: 3-9.4 Cage – Service Provider Cheques		

Section: 3-9.4 Cage – Service Provider Cheques

1 GENERAL

- 1.1 Service Provider cheques shall have a duplicate copy.
 - 1.1.1 Duplicate carbon copy cheques may be used or the cheques may be photocopied or the cheques and supporting documentation may be scanned to an electronic folder.
 - 1.1.2 One copy of all Service Provider cheques shall be kept in a file (paper or electronic) at the Cash Cage for review by the BCLC Gaming Compliance Officer (GCO).
 - 1.1.3 Cheques retained electronically may be sent electronically to the BCLC Compliance Officer or printed upon request
 - 1.1.3.a The GCO shall review the cheques in the BCLC on-site office after which the GCO shall destroy the paper cheque copies by secure shredding or, for electronic copies, by deletion.
- 1.2 Cheques shall be issued in numbered sequence.
- 1.3 The Service Provider is responsible for providing and updating the authorized signature list as required.
- 1.4 Prior to the issuance of any type of cheque the patron must present acceptable identification, with the following exception:
 - 1.4.1 If a fully documented Subject Profile for a known patron already exists in the CRS, including scanned copies of current government issued ID, the patron is not required to produce ID each time a cheque is issued with the following conditions;
 - 1.4.1.a Cage personnel are required to confirm the identity of the patron in the CRS.
 - 1.4.1.b The Service Provider must detail the patron's Subject ID number on the GMS Cheque Issuance slip.
- 1.5 The Service Provider shall check the CRS Subject Module to ensure the patron is not currently voluntarily self-excluded or prohibited prior to issuance of a cheque.
 - 1.5.1 If the patron is determined to be voluntarily self-excluded or prohibited, see General – Gaming Integrity – Postpone or Delay Jackpot and General – Cash Assets – Ineligible Wins; or
 - 1.5.1.a In the case of Return of Funds – not Gaming Winnings cheques - the cheque shall not be issued, and Security shall be contacted to escort the individual off the premises.
- 1.6 Requested cheques must be made available immediately, except as noted below:
 - 1.6.1 Payouts for 'verified wins' in excess of \$2,000.00 or more: the Service Provider shall issue a winner's cheque upon request by verified winners.
 - 1.6.2 Requests for winner's cheques for 'verified wins' less than \$2,000.00 shall be left to the discretion of the Service Providers, upon request by verified winners.
 - 1.6.3 If a convenience cheque is requested but the player has been tracked as having only minimal play before attempting to procure the cheque, the request shall be refused; and

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1.6.3.a An Unusual Financial Transaction Incident Report in CRS shall be completed and BCLC AML unit alerted.

(1) The amount of the buy-in, gaming history of the player and any other relevant information must be considered when assessing minimal play.

1.7 When a cheque is issued the Service Provider must ensure a Casino Disbursement Report FINTRAC Entry is completed. See also Associated Documents for BCLC Cheque Issuance and EFT Training Manual.

1.7.1 A copy of the cheque and back-up documentation shall be kept in the file in the Cash Cage for review by the BCLC Gaming Compliance Officer.

1.8 Requests received from patrons for replacement cheques (to cover lost, stolen, damaged, stale dated cheques) shall be made in writing to the Casino/CGC Manager.

1.9 If a replacement cheque is issued, the Casino/CGC Manager shall complete an Incident Report in CRS.

[Subsection 1 amended 01/05/2015, 01/06/2017,09/06/2018]

2 VERIFIED 'WIN' CHEQUES

2.1 Upon request, the Service Provider shall provide winner's cheques for 'verified wins' only to winners showing acceptable identification. See General – Customer Service Standards and Expectations.

2.1.1 A slot machine cancelled credit (CC) is not a slot jackpot.

2.1.2 A slot machine ticket or an accumulation of a number of slot machine tickets does not, in themselves, constitute a 'verified win.'

2.1.3 A prize won as a result of a Service Provider or BCLC marketing promotion is considered a 'verified win' for cheque issuance purposes.

2.1.4 Except for table game jackpot payouts, a table game 'verified win' is defined as the cash out minus the buy in.

2.1.5 Cash outs of chips from a Community Poker table are not considered a 'verified win'.

2.1.6 A prize won as a result of a Bingo game is considered a 'verified win'.

2.2 In the event of a table game jackpot payout, including Bad Beat Jackpot payouts, a winner's cheque shall be issued immediately upon request.

2.2.1 For Caribbean Stud Poker jackpots the Table Games Floor Manager/Pit Boss shall pay a verified winner of a Straight or Royal Flush hand by cheque, ultimately drawn on the Progressive Jackpot bank account.

2.2.1.a At the request of a winner, a cash payment not to exceed \$10,000.00 is permitted with the balance paid out by winner's cheque.

2.2.1.b A cheque ultimately drawn on the Progressive Jackpot bank account shall reimburse the Vault for the amount paid in cash.

2.3 If the Service Provider cannot verify the win, a 'verified win' winner's cheque shall not be issued.

2.4 Cheques provided for any 'verified wins' must have, prominently endorsed on the face, the phrase – 'Verified Win'.

2.5 To control any attempts to launder money through the casinos, when issuing any Service Provider winner's cheque, the Service Provider shall ensure the following are completed and, if

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applicable, documented on both the cheque stub and, if the Casino Disbursement Report (CDR) is applicable (any transaction \$10,000 or more), in the electronic FINTRAC Module in CRS once the daily totals are \$10,000.00 or more:

- 2.5.1 The table number and/or slot machine number and the GMS jackpot transaction slip number of the verified win and/or the name of the marketing promotion; and
- 2.5.2 The name and GPEB number of the casino employee that verifies the win.
- 2.5.3 A photocopy of the table tracking card or the slot machine/electronic gaming device jackpot printout from the slot management system or the marketing promotion transaction slip from GMS shall be attached to the cheque stub or the photocopy of the cheque as evidence of the verification of the win.
- 2.5.4 A new Subject ID has been created for the patron if the patron does not already have a Subject ID.
- 2.5.5 The drop down cheque type 'verified win' has been selected.

[Amended 09/20/2012, 01/05/2015, 01/06/2017, 09/06/2018]

3 'RETURN OF FUNDS – NOT GAMING WINNINGS' CHEQUE

- 3.1 To better protect the safety of customers and to facilitate good customer service, the Service Provider may, at their discretion and upon the request of the patron, issue a cheque that is not for verified wins only under the following conditions.

3.2 Convenience Cheques

- 3.2.1 A Service Provider 'Return of Funds – Not Gaming Winnings' Convenience cheque must;
 - 3.2.1.a Be distinctly different and distinguishable from the cheques issued for 'verified wins';
 - 3.2.1.b Have prominently endorsed on the face the phrase – 'Return of Funds – Not Gaming Winnings';
 - 3.2.1.c Be for a monetary amount not to exceed \$10,000.00 (see exception) for return of buy-in funds from non-PGF Account holders or small unverified wins i.e. wins that are less than the lock up limits so do not require jackpot verification/hand pay.

- (1) Exception: If the non-PGF Account holder originally bought in with a cash alternative such as a certified cheque, a convenience cheque may be issued for up to the full amount of the buy-in.

[Amended 01/15/2013, 04/11/2014]

- 3.2.2 The Service Provider shall establish the identity of the customer by verifying acceptable photo identification; and shall
 - 3.2.2.a Create a new Subject ID for the patron if the patron does not already have a Subject ID.
 - 3.2.2.b Ensure the customer is not currently voluntarily self-excluded by checking the CRS Subject Module;
 - (1) If patron is found to be voluntarily self-excluded, the convenience cheque shall not be issued, and Security shall be contacted to escort the individual off the premises.

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- 3.2.3 The Service Provider shall create a new FINTRAC disbursement entry using the Subject ID (SID) for the issuance of any 'Return of Funds - Not Gaming Winnings' Convenience cheque, and shall:
- 3.2.3.a On the 'Disbursements' tab, enter:
- (1) Transaction date;
 - (2) Reason and amount;
 - (3) Method and amount;
- 3.2.3.b In the drop down menu for cheque disbursement method, choose drop down:
- (1) Return of Funds – Convenience (Non-PGF Account).
 - (2) Return of Funds – Convenience (PGF Account holders); or
 - (3) Return of Funds – PGF.
- 3.2.4 The Service Provider shall be restricted to issuance of only one 'Return of Funds – Not Gaming Winnings' Convenience Cheque category cheque per week per patron;
- 3.2.4.a This restriction does not apply to 'Return of PGF' category cheques.
- 3.3 Return of PGF Cheques
- 3.3.1 A Service Provider 'Return of Funds – Not Gaming Winnings' Return of PGF cheque must;
- 3.3.1.a Be distinctly different and distinguishable from the cheques issued for 'verified wins';
- 3.3.1.b Have prominently endorsed on the face the phrase – 'Return of Funds – Not Gaming Winnings';
- 3.3.1.c Be for any amount if it is issued for the return of funds from a PGF account in accordance with the Cage – Patron Gaming Funds Accounts policy.
- 3.3.2 The Service Provider shall establish the identity of the customer by verifying acceptable photo identification.
- 3.3.3 The Service Provider shall create a new FINTRAC disbursement entry, using the Subject ID, for the issuance of any 'Return of Funds - Not Gaming Winnings' cheque and shall:
- 3.3.3.a On the 'Disbursements' tab, enter:
- (1) Transaction date;
 - (2) Reason and amount;
 - (3) Method and amount;
- 3.3.3.b In the drop down menu for cheque disbursement method, choose drop down, as applicable:
- (1) Return of Funds - PGF; or
 - (2) Return of Funds – Convenience (PGF Account Holders).
- 3.3.4 See also Associated Documents for Cheque Issuance and EFT Training Manual.

[Subsection 3 amended 09/20/2012, 01/15/2013, 11/04/2014, 01/06/2017, 04/10/2017, 09/06/2018]

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-9.4—5
	Last Revised Date September 6, 2018	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.4 Cage – Service Provider Cheques		

4 CASHING OF SERVICE PROVIDER CHEQUES

- 4.1 A patron who has received a Service Provider cheque from a casino or community gaming centre within British Columbia (B.C.) may cash it at the same facility where the cheque was issued or at any other B.C. gaming facility.
- 4.2 Service Providers may, at their discretion, accept cheques issued by a Canadian casino outside of British Columbia - either a verified win cheque that has been endorsed by the casino as a verified win or can be verified by calling the issuing casino or a Return of Funds cheque that can be verified as sourced funds by calling the issuing casino.

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4.2.2 Patron shall be required to produce the same identification for cashing cheque as was produced at issuing casino.

4.2.3 If these requirements cannot be verified the cheque shall not be accepted or cashed.

- 4.3 Personal cheques, third party cheques, or money orders shall not be accepted or cashed at a facility except as per Cage - Patron Gaming Fund Accounts and Cage - Hold Cheque Option policies.

- 4.4 A Service Provider or casino cheque shall be redeemed using the Buy Forex screen, and the Canadian cheque tenderset;

4.4.1 Comments shall be noted after the patron's name to indicate the issuing site;

4.4.2 Cheques shall be transferred to the vault at end of day for subsequent deposit to bank;

4.4.3 Redeemed cheques are ineligible for buy back by patron after redemption.

[Amended 09/20/2012, 01/06/2017, 09/06/2018]

Redacted for Relevance

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-9.5—1
	Last Revised Date April 1, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.5 Cage – Bank Debit Card Transactions		

Section: 3-9.5 Cage – Bank Debit Card Transactions

1 GENERAL

- 1.1 At the Service Provider's discretion, bank debit cards may be used at the Cash Cage for patrons to withdraw funds to be used for gaming.
- 1.2 The Service Provider may stipulate monetary thresholds for the maximum allowed amount of the debit card transaction however; the minimum allowed amount shall not be less than \$500.00 per transaction to purchase gaming funds, with the following exceptions:
 - 1.2.1 In the case of system failure of the Automated Teller Machine (ATM) bank debit card transactions at the Cash Cage to purchase gaming funds in an amount less than \$500.00 may be fulfilled; and
 - 1.2.2 The minimum threshold requirement does not apply to debit card transactions for the purchase of gift cards or gift certificates.
- 1.3 Debit card transactions completed at the Cash Cage may have a service charge applied, at the Service Provider's discretion, and subject to the following conditions:
 - 1.3.1 The service charge to the patron shall be equal to the site's current ATM service charge;
 - 1.3.2 The service charge shall only be applied to debit card transactions that are less than \$3000.00; and
 - 1.3.3 No service charge shall be applied to debit card transactions that are \$3000.00 or greater.
- 1.4 Service Providers shall only be permitted to process purchases/withdrawals and are not permitted to make "refunds" or any other type of electronic transfers to a customer's bank account using the debit system.
- 1.5 The Service Provider must ensure the gaming float is reimbursed for funds dispersed from debit withdrawals via a method of their choosing.
- 1.6 Patrons presenting unsourced cash totaling \$10,000 or more, or cash equivalents such as certified cheques or bank drafts, must produce receipts for all of the unsourced cash and cash equivalents and the receipt must include the patron's name, financial institution that issued the cash, location of the financial institution, and the patron's bank account information. This information must be provided by the patron and recorded on the receipt and Source of Funds declaration form by the gaming employee and signed by the patron.
 - 1.6.1 If the total of the unsourced cash is less than \$10,000 but the overall total includes cash equivalents which brings the total to \$10,000 or more, receipts are only required for the cash equivalents.
 - 1.6.1.a A Source of Funds (SOF) declaration form must also be completed for the total, as the amount is over \$10,000 inclusive of unsourced cash.
 - 1.6.2 See also Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting.

[Amended 10/12/2012, 04/01/2013, 07/08/2014, 09/30/2014, 09/06/2018, 04/01/2019]

Redacted for Relevance

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-9.5—2
	Last Revised Date April 1, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.5 Cage – Bank Debit Card Transactions		

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3 DISCREPANCIES

- 3.1 Service Provider accepts full responsibility for any discrepancies caused by the acceptance of debit card transactions.
- 3.2 An Incident Report in CRS shall be created for any discrepancies in the bank debit card process.

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-9.6—1
	Last Revised Date March 2, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.6 Cage – Hold Cheque Option		

Section: 3-9.6 Cage – Hold Cheque Option

1 GENERAL

- 1.1 Service Providers (SP) may accept a negotiable financial instrument such as a personal cheque which can be held for a period of time before being settled (cash). The cheque would be accepted for the purpose of allowing the patron to use funds for gaming at the facility. Hold cheque option may only be offered by the Service Provider where all of the conditions, policies and procedures governing deferred payment have been put in place by a service provider.
- 1.2 Service Provider must:
 - 1.2.1 Prior to offering hold cheque option, establish procedures to accept and verify cheques that are suitable to BCLC and approved by BCLC Vice President, Legal, Compliance, Security or designate.
 - 1.2.1.a Acceptance and verification procedures must include steps to confirm the credit rating of the patron.
 - 1.2.2 Establish procedures to manage the risk of default on cheques which must include credit checks through Equifax, Central Credit, and the bank holding the account on which the cheque is written;
 - 1.2.2.a Any fees associated with the agencies are the sole responsibility of the Service Provider.
 - 1.2.3 Only offer the service to patrons whose identity they have established and verified through the Customer Due Diligence/Know Your Customer (CDD/KYC) procedures.
 - 1.2.4 Establish monetary limit authorization levels for site personnel and/or head office personnel for the acceptance of cheques from patrons whose identity they have established and verified.
 - 1.2.4.a The SPs shall designate, in writing in their internal policy, the position authorized to approve the acceptance of cheques within each of the following ranges:
 - (1) \$10,000 - \$25,000
 - (2) \$25,001 - \$50,000
 - (3) \$50,001 - \$100,000
 - (4) > \$100,000
 - 1.2.5 Set out in a written agreement with the patron the time period, not to exceed 14 days, before the negotiable instrument shall be settled.
 - 1.2.6 Ensure they do not enter into more than one agreement at a time with each patron.
 - 1.2.7 Ensure the patron is not currently voluntarily self-excluded or barred.
 - 1.2.8 Only accept cheques issued by or drawn on an account individually held by the patron at a Canadian Schedule I, Schedule II or Schedule III bank, credit union, or caisses populaire or a United States financial institution which is listed in the Holding Companies on the National Information Center website for cheque hold payment option.
 - 1.2.9 Only accept cheques that are dated for the same day as the agreement;
 - 1.2.9.a Postdated cheques are not acceptable.

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-9.6—2
	Last Revised Date March 2, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.6 Cage – Hold Cheque Option		

- 1.2.10 Only accept cheques for a monetary value of \$10,000 or more;
- 1.2.11 FINTRAC Entry screen shall only be used at the time of settlement;
 - 1.2.11.a A Casino Disbursement Report shall be completed at the time of settlement of the cheque.
 - 1.2.11.b All other transactions, i.e. table buy ins, slot machine ticket purchases shall be noted on an Incident Report in CRS as documented in CUSTOMER DUE DILIGENCE/KNOW YOUR CUSTOMER (CDD/KYC).
- 1.2.12 Secure the cheque in the vault or sub-vault until the patron settles the amount owing or the time period for settlement elapses.
- 1.2.13 Ensure that the impact to the operational gaming float is kept at a level that is sufficient for the facility's requirements.
- 1.2.14 Service Provider shall indemnify and hold BCLC harmless for any incidents of any kind arising from the Hold Cheque Option.

[Amended 04/01/2013, 02/03/2016]

2 CUSTOMER DUE DILIGENCE/KNOW YOUR CUSTOMER (CDD/KYC)

- 2.1 Service Provider shall conduct a search of the anti-terrorist financing lists on the Office of the Superintendent of Financial Institutions (OSFI) website at <http://www.osfi-bsif.gc.ca/eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx> to ensure the individual is not present on the lists before offering the cheque hold option.
 - 2.1.1 If the individual is found to be present on the lists, the cheque hold option shall not be offered; and
 - 2.1.2 See General – FINTRAC and Anti-Money Laundering Compliance, TERRORIST PROPERTY for reporting requirements.
- 2.2 To meet customer due diligence and know your client obligations, ensure strict compliance with documenting the following on a Hold Cheque Option ledger in the Cash Cage:
 - 2.2.1 Name (English and other language, if applicable);
 - 2.2.2 Date of Birth;
 - 2.2.3 Home address;
 - 2.2.4 Place of residence while in Canada, if a visitor;
 - 2.2.5 Phone numbers;
 - 2.2.6 Specific occupation and employment description (vague information such as “self-employed” or “business owner” is not sufficient);
 - 2.2.7 Email address, if applicable;
 - 2.2.8 Photocopy of photo ID used for acceptable identification;
 - 2.2.8.a Non-Canadians must produce a valid passport for identification.
 - 2.2.9 Other miscellaneous information collected which may lead to further knowledge of patron activities. (e.g. favorite games, win/loss and average bets, high limit play);
 - 2.2.10 Total monetary amount of the cheque.
 - 2.2.11 Other details of the cheque such as issuing bank, cheque number, and date recorded on cheque.

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	Last Revised Date March 2, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.6 Cage – Hold Cheque Option		

2.3 The ledger used for client documentation and transactions must be immediately updated with any patron withdrawals of funds.

2.4 An Incident Report in CRS shall be created noting the customer profile, cheque amount and whether the cheque is drawn on a Canadian or U.S. financial institution;

2.4.1 All transactions, i.e. table game buy-ins, slot machine ticket purchases, payments pertaining to the hold cheque shall be noted in the Incident Report.

2.4.2 The profile shall be updated on each occurrence of the hold cheque option.

[Amended 04/01/2013, 02/03/2016]

3 POLICY BREACH MANAGEMENT

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-9.6—4
	Last Revised Date March 2, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.6 Cage – Hold Cheque Option		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-9.6—5
	Last Revised Date March 2, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.6 Cage – Hold Cheque Option		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-9.6 —6
	Last Revised Date March 2, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.6 Cage – Hold Cheque Option		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-9.6—7
	Last Revised Date March 2, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 3-9.6 Cage – Hold Cheque Option		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date October 5, 2015	Section Page 3-12.1—1
	Last Revised Date October 11, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 3-12.1 Cage – Ticket In, Ticket Out (TITO) Ticket Purchase		

Section: 3-12.1 Cage – Ticket In, Ticket Out (TITO) Ticket Purchase

1 GENERAL

- 1.1 For customer service purposes, if ticket printers are available in the Cage, patrons may purchase electronic gaming device tickets (TITO tickets) at the Cash Cage in order to offset having to put a large number of bills into the bill acceptors at EGDs.
- 1.2 The Service Provider shall be responsible for:
 - 1.2.1 Selling TITO tickets, following CONDITIONS FOR SALE OF TITO TICKETS;
 - 1.2.2 Tracking and reporting all buy-ins at reporting thresholds in the FINTRAC entry screen of the CRS system.

[Amended 07/11/2015]

2 CONDITIONS FOR SALE OF TITO TICKETS

- 2.1 Purchase of large value tickets shall be tracked for FINTRAC reporting purposes as per Cage – Large Cash Transaction, Foreign Exchange and Disbursement Reporting, BUY IN.
- 2.2 No tickets over \$2500.00 in value shall be sold.
- 2.3 Tickets are regarded as currency and neither BCLC nor the Service Provider bears any liability for lost tickets.
- 2.4 Tickets shall not be used as initial payment for jackpots;
 - 2.4.1 If Patron requests, tickets may be bought with jackpot proceeds after the jackpot has been processed as per Slots – Jackpots and Large Cancelled Credits.
- 2.5 If Patron requests a Slot Attendant to purchase TITO tickets on their behalf, the Slot Attendant shall:

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date October 5, 2015	Section Page 3-12.1—2
	Last Revised Date October 11, 2016	Authorized by Vice President, Casino & Community Gaming
Section: 3-12.1 Cage – Ticket In, Ticket Out (TITO) Ticket Purchase		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-12.2—1
	Last Revised Date July 5, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 3-12.2 Cage – Ticket Redemption		

Section: 3-12.2 Cage – Ticket Redemption

1 GENERAL

- 1.1 The Service Provider shall be responsible for validating Gaming Tickets.
- 1.2 A Gaming Ticket may only be redeemed at the casino or community gaming centre where it was issued; at the Cage, in a slot machine or other electronic gaming machine, or in a redemption machine.
- 1.3 A Gaming Ticket will have a message on the front of the ticket that states the ticket never expires or other similar wording.
 - 1.3.1 Gaming tickets must be honoured and paid unless they are considered illegible, altered, counterfeit, incomplete, produced in error or fail any validation testing.

[Amended 05/05/2016, 07/05/2019]

2 RETENTION OF TICKETS

- 2.1 Problem tickets that have required special attention or intervention shall be retained for audit with the site financial records (seven years);
- 2.2 Other tickets processed normally shall be retained for at least seven (7) days. Once past the retention period, tickets shall be destroyed.

[Amended 06/01/2013, 06/30/2015]

3 PROCEDURE

- 3.1 The Cashier shall:
 - 3.1.1 Validate the ticket(s) before paying the customer;
 - 3.1.2 Process the transaction on the GMS;
 - 3.1.3 Pay out the cash based on the validation amount, not the physical ticket.

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- 3.4 When a ticket(s) is redeemed for an amount of \$10,000.00 or more;

- 3.4.1 A Casino Disbursement Record in the FINTRAC Entry screen in CRS shall be completed.

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-12.2—2
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Section: 3-12.2 Cage – Ticket Redemption		

[Amended 06/01/2013, 01/06/2014, 06/30/2015]

[Amended 06/01/2013, subsection 4 (Balancing (CMS)) deleted 06/30/2015]

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-12.2—3
	Last Revised Date July 5, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 3-12.2 Cage – Ticket Redemption		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-12.2—4
	Last Revised Date July 5, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 3-12.2 Cage – Ticket Redemption		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-12.3—1
	Last Revised Date April 10, 2017	Authorized by Vice President, Casino & Community Gaming
Section: 3-12.3 Cage – Mail In Electronic Gaming Machine Ticket or Gaming Chip Redemptions		

Section: 3-12.3 Cage – Mail In Electronic Gaming Machine Ticket or Gaming Chip Redemptions

[Policy amended to include gaming chips 04/10/2017]

Occasionally patrons will discover, upon returning home from a visit to a gaming facility, that they have one or more unpaid electronic gaming machine tickets and/or gaming chips of small total value (\$100 or less) in their possession. If the patron is not planning a return visit to the same gaming facility, the patron may redeem the tickets and/or gaming chips by mail as long as the following procedures are met.

[Amended 05/05/2016]

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-12.3—2
	Last Revised Date April 10, 2017	Authorized by Vice President, Casino & Community Gaming
Section: 3-12.3 Cage – Mail In Electronic Gaming Machine Ticket or Gaming Chip Redemptions		

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2 RECEIVING AND CHEQUE ISSUANCE

- 2.1 Once the ticket or gaming chip is received and validated, the Service Provider shall send a cheque to the patron in the amount of the validated electronic gaming machine ticket or gaming chip as long as the following conditions are met:
 - 2.1.1 The CRS Incident Report is updated to indicate that the cheque has been issued and mailed;
 - 2.1.2 The issuance of the cheque, including cheque number, is detailed in the appropriate GMS account;
 - 2.1.3 The CRS Incident Report and the cheque stub clearly indicate that the cheque is being issued for a mailed-in electronic gaming machine ticket or gaming chip, and does NOT constitute a 'verified win';
 - 2.1.4 The comments field in the GMS cheque transaction entry includes the CRS Incident Report number.

[Amended 05/05/2016]

3 CHEQUE ISSUANCE AUTHORIZATION LEVELS

- 3.1 Issuance of the cheque is subject to the following authorization levels:
 - 3.1.1 Up to \$50.00: Shift Manager;
 - 3.1.2 Up to \$100.00: General Manager and BCLC Representative.

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5 UNREDEEMABLE GAMING CHIP

- 5.1 The gaming chip shall not be redeemed if the chip is not current or is proven to be stolen or counterfeit.
 - 5.1.1 The BCLC Investigator shall be notified of any suspected stolen or counterfeit mailed in chip;
 - 5.1.2 See also General – Cash Assets – Counterfeit or Stolen Cash Assets.

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-12.4—1
	Last Revised Date July 5, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 3-12.4 Cage – Points Redemptions		

Section: 3-12.4 Cage – Points Redemptions

1 GENERAL

- 1.1 Encore Rewards Program members' points are available for download at the machines for free play and may be redeemed at Guest Services for table game free play.
 - 1.1.1 Individuals voluntarily self-excluding must have their points redeemed in cash – see SELF EXCLUSION REDEMPTIONS.
- 1.2 The person redeeming the points must be the valid Encore Rewards Program member, except as outlined under DECEASED REDEMPTIONS.
 - 1.2.1 The identification of the member redeeming the points must be recorded in the comment or notes section in the system in a truncated form (last three digits) and the slip retained with the paperwork.
- 1.3 For either self-excluded or deceased member redemptions, the Cashier under the supervision of the Cage Supervisor must follow the Points Redemptions (VSE/Deceased Payouts) procedures in the GMS Cage Training Manual.

[Amended 01/05/2015, 01/14/2015, 06/30/2015, 05/17/2017, 07/05/2019]

[Subsection 2 (CMS procedure) deleted 06/30/2016]

2 AUTHORIZATION

- 2.1 Redemptions ~~Redacted for Security~~ shall be authorized by the Cage Supervisor, after confirming the member's identity.
 - 2.1.1 The Cage Supervisor shall sign the GMS slip to indicate authorization.

[Amended 09/20/2012, 01/05/2015, 06/30/2015]

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 4-1.1—1
	Last Revised Date July 9, 2018	Authorized by Vice President, Casino & Community Gaming
Section: 4-1.1 Slots – General		

Section: 4-1.1 Slots – General

1 GENERAL

- 1.1 The BCLC Casino and Community Gaming Centre Standards, Policies and Procedures are designed to ensure that:
 - 1.1.1 Internal control is maintained over all financial transactions related to slot machine operations;
 - 1.1.2 The physical and electronic integrity of slot machines is maintained at all times;
 - 1.1.3 Customer service is maintained at all times.

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3 CUSTOMER SERVICE

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3.2 Currency Exchange

- 3.2.1 While making a transaction with a patron, the Change/Slot Attendant shall:
 - 3.2.1.a Take the patron's money;
 - 3.2.1.b Verify the amount received in their presence;
 - 3.2.1.c Confirm the amount with the patron and hand the patron the change requested;
 - 3.2.1.d Put the bill(s) away in the change cart or apron after the patron has accepted the transaction;
 - 3.2.1.e Dust off.
- 3.2.2 If a patron disputes a transaction, the Change/Slot Attendant shall advise the Slot Supervisor.

3.3 Purchasing TITO tickets for patrons (for Cash Cages with ticket printers)

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	Last Revised Date July 9, 2018	Authorized by Vice President, Casino & Community Gaming
Section: 4-1.1 Slots – General		

- 3.3.1 If a patron requests a Slot Attendant to purchase TITO tickets on their behalf, the Slot Attendant shall.

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- 3.3.2 If a patron disputes a transaction, the Change/Slot Attendant shall advise the Slot Supervisor.

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 4-1.1—3
	Last Revised Date July 9, 2018	Authorized by Vice President, Casino & Community Gaming
Section: 4-1.1 Slots – General		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 4-1.1—4
	Last Revised Date July 9, 2018	Authorized by Vice President, Casino & Community Gaming
Section: 4-1.1 Slots – General		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 4-1.1—5
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Section: 4-1.1 Slots – General		

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6 UNUSUAL ACTIVITIES

- 6.1 All casino or community gaming centre personnel shall report to slot supervisory personnel any unusual situations or activities including:
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[Amended 07/08/2014]

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	Last Revised Date July 9, 2018	Authorized by Vice President, Casino & Community Gaming
Section: 4-1.1 Slots – General		

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	Last Revised Date July 9, 2018	Authorized by Vice President, Casino & Community Gaming
Section: 4-1.1 Slots – General		

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BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 5-1.1—1
	Last Revised Date September 30, 2019	Authorized by Vice President, Casino & Community Gaming
Section: 5-1.1 Table Games – General Rules and Regulations		

Section: 5-1.1 Table Games – General Rules and Regulations

1 APPROVAL OF TABLE GAMES

- 1.1 The BCLC Vice President, Casino and Community Gaming shall provide initial approval in writing, the mix, type, number, variety and location of table games to be offered for play in each casino.
- 1.2 BCLC shall determine the allowable rules of play for table games.
- 1.3 Service Providers wishing to make table games changes, including relocation of a progressive game, shall submit a written proposal to their respective BCLC Casino Regional Operations Manager.
 - 1.3.1 No table games changes shall be made without written authorization from the BCLC Director, Operations or the BCLC Senior Manager, Operations.
- 1.4 A newly installed or relocated table shall not open until changes are made in the Gaming Management System.

[Amended 01/15/2013, 01/11/2016]

2 GAMING FLOOR DEFINITIONS

- 2.1 'Main Floor' means the area of the gaming floor that is accessible to all players, in an open area; and
 - 2.1.1 Players can wager on multiple player positions on the table;
 - 2.1.2 Table aggregate wagers are not allowed;
 - 2.1.3 Maximum table game bet limit on Main Floor tables is \$2500 per player position;
 - 2.1.3.a Exception: Low limit Blackjack tables (LBJX), as approved by BCLC, must have a bet limit range of minimum bet \$5 and maximum bet \$50;
 - (1) Tables designated as LBJX must be in operation Friday through Sunday from 6 pm to 12 am; and
 - (2) Each player may only play one position if there is a waiting list.
- 2.2 'Segregated Floor' means the area(s) of the gaming floor that is visible and accessible to all players but may need the Service Provider's invitation for usage; and
 - 2.2.1 The floor is separated from the open main floor, in the approved manner (see SEGREGATED FLOOR AREA);
 - 2.2.2 Players can wager on multiple player positions on the table;
 - 2.2.3 The maximum table game bet limit on the Segregated Floor is \$5000 per player position;
 - 2.2.4 Individual players may wager up to a maximum of \$25,000 per round;
 - 2.2.5 Table aggregate wagers up to \$50,000 are allowed for the Squeeze Play Baccarat game only.
- 2.3 'Private Rooms' means the enclosed rooms for High Limit VIP players where entry is only accessible by Service Provider invitation; and;
 - 2.3.1 The room is enclosed and designated for 1 or 2 private tables;
 - 2.3.2 Players can wager on multiple player positions on the table;

BCLC Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 5-1.1—2
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Section: 5-1.1 Table Games – General Rules and Regulations		

- 2.3.3 The maximum table game bet limit in the Private Rooms is \$10,000 per player position;
- 2.3.4 Individual players may wager up to a maximum of \$100,000 per round;
- 2.3.5 Table aggregate wagers up to \$100,000 are allowed for Squeeze Play Baccarat only.

[Amended 05/07/2018, 09/30/2019]

3 BETS

- 3.1 Cash play shall not be permitted.
- 3.2 Chips may be purchased at the gaming table only with Canadian currency.
- 3.3 All chip bets shall be placed in multiples of:
 - 3.3.1 \$.50 chips for Roulette, Sic Bo, Wheels of Fortune;
 - 3.3.2 \$1.00 for all other table games.
- 3.4 All bets shall be made with value chips or Match/Free Play coupons except:
 - 3.4.1 Roulette shall use only non-value chips except for outside bets and one player on the inside;
 - 3.4.2 A procedure shall be used which uniquely identifies an individual player's bets.
- 3.5 Except for Poker, all value chips shall be redeemed at the cash cage.
- 3.6 For the purposes of these policies, a bet placed for the Dealer on any table game is considered a 'contract' bet; and
 - 3.6.1 If the bet loses, will be taken in the normal sequence of play;
 - 3.6.2 If the bet wins, will be paid at the full odds in the normal sequence of play; except
 - 3.6.2.a If the bet is made on a table game Bonus which is subject to an aggregate amount rule, and the aggregate amount rule is required to be enforced in the hand, the Dealer bet shall be paid even money only.

[Amended 10/25/2012, 07/11/2016, 04/10/2017]

4 DEFINITION OF BETTING TERMS

- 4.1 'Player position' is determined to mean the seat at the table with betting spots where players may place wagers.
 - 4.1.1 Players may play more than one position at specified table games.
- 4.2 'Betting spot' is determined to mean the areas on the table that a player may place a wager at any 'Player position'; for example, the Tie bet and the Banker bet in the game of Baccarat are two different bet spots at one Player position.
 - 4.2.1 A bet placed for the dealer is considered a betting spot for betting limit purposes.

5 APPROVAL OF BET LIMITS

- 5.1 Approved maximum bet limits for all table games to be offered for play in each casino:
 - 5.1.1 Service Providers may determine the allowable bet limits per betting spot on tables on the main gaming floor up to a maximum of \$2500 per betting spot.
 - 5.1.2 Service Providers may request to have a segregated floor area with bet limits up to a maximum of \$5000 per betting spot and using table aggregates for Squeeze Play

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Baccarat. If approval from the BCLC Director of Operations is granted the conditions stated in SEGREGATED FLOOR AREAS shall be followed.

- 5.1.3 Service Providers may determine the allowable bet limits for the Squeeze Play Baccarat table games in the private rooms up to a maximum \$100,000 aggregate per table per round of play – see also PRIVATE ROOMS – HIGH LIMIT VIP.
 - 5.1.3.a The BCLC Director of Operations, Casino and Community Gaming or designate shall provide initial approval to increase the bet limits for private room Squeeze Play Baccarat table games to a table aggregate of \$100,000 in individual casinos, in writing.
 - 5.1.3.b For Baccarat tables in the private rooms that are not operating as an aggregate table, the allowable maximum bet limit per betting spot is \$10,000.
- 5.1.4 Service Providers may determine the allowable bet limits per betting spot on table games in the private rooms other than Baccarat up to a maximum of \$10,000 per betting spot.
- 5.2 Approved Minimum and Maximum Bet Spreads
 - 5.2.1 Service Provider may determine the bet spread for table games with maximum bet limits as long as:
 - 5.2.1.a The maximum bet is less than or equal to 100 times the minimum bet. For example:
 - (1) Minimum bet \$15 – Maximum bet \$1500 (100 times minimum bet); or
 - (2) Minimum bet \$50 – Maximum bet \$1500 (30 times minimum bet).
 - 5.2.2 Table games with a maximum bet limit over \$2500 must be situated in an approved segregated floor area or private room.
- 5.3 Player Playing Multiple Player Positions on Main Floor Baccarat Games
 - 5.3.1 If a player wishes to play multiple adjacent player positions on a Baccarat game on the main gaming floor, the player may stack the total bets for all player positions in play on one betting spot.
 - 5.3.1.a The Dealer shall place lammers at the player positions that the player is covering;
 - (1) Example: If player is playing 4 player positions at a maximum bet \$2500 table: \$10,000 is placed on the betting spot at one player position; lammers are placed on the 3 player positions without bets to indicate the positions are being played.

[Amended 03/15/2013, 01/06/2014, 01/05/2015, 10/05/2015, 05/05/2016, 07/11/2016, 04/10/2017, 10/02/2017, 05/07/2018]

[Combined Bonus Bet Aggregate Payout amended 01/11/2016, moved 04/10/2017]

6 SEGREGATED FLOOR AREA

- 6.1 Service Providers who have received approval from the BCLC Director of Operations to have a segregated floor area with bet limits up to a maximum of \$5000 per player position and using table aggregates for Squeeze Play Baccarat must adhere to the following conditions for those areas.
 - 6.1.1 The segregated floor area must be segregated by stanchions such that the area is obvious, if the location is not a separate room,

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- 6.1.2 Card recognition shufflers and intelligent shoes shall be mandatory to operate Baccarat tables with the Squeeze Play element.
- 6.1.3 Dealer Supervisory ratio shall be 1 Dealer Supervisor per 2 tables or as proposed by the Service Provider and approved by the Director of Operations.
- 6.1.4 Bet limits shall be minimum bet \$50 per player position to a maximum bet limit of \$5000 per player position or a table aggregate of \$50,000;
 - 6.1.4.a The Service Provider may request approval to have a small number of lower minimum bet limit (\$25) Squeeze Play Baccarat tables in the segregated floor rooms;
 - (1) These tables shall be uniquely identified with the acronym BACX.
 - (2) When proposals are submitted, Service Provider must specify the manner in which the speed of the game will be tracked and the average number of hands per hour that will be expected.
 - (3) Approval of the request, number of tables and speed of game allowed shall be at the discretion of the Director of Operations.
- 6.1.5 On Squeeze Play Baccarat tables with minimum bets ranging between \$50 and \$299 Service Providers may allow players' requests for:
 - 6.1.5.a A maximum of 15 burn/free/dummy hands per shoe;
 - (1) Service Provider shall utilize markers to monitor the number of burn/free/dummy hands that have been allowed.
 - 6.1.5.b A shoe change, only after at least 50% of the shoe has been played.
- 6.1.6 BCLC Director of Operations, in consultation with the BCLC Director, Security, Privacy and Compliance may approve conditional usage of \$5000 chips on segregated floor tables, as follows:
 - 6.1.6.a Surveillance shall be notified the high value chips have been presented.
 - 6.1.6.b High value chips may be accepted as a bet only if Surveillance is able to verify through the player's tracking that the player is the legitimate owner of the chips and the chips are a result of a buy-in or win.
 - (1) The chips shall not be accepted on the table until verification is complete.
 - 6.1.6.c High denomination chips (\$5,000 chips) shall not be used for payouts.
 - 6.1.6.d All policies contained in TABLE GAMES PLAYER TRACKING – HIGH VALUE CHIPS (\$5000 DENOMINATION) are followed.
- 6.1.7 Other conditions as set by the BCLC Director of Operations.

[Added 04/10/2017, 10/02/2017, 05/07/2018, 09/30/2019]

7 PRIVATE ROOMS - HIGH LIMIT VIP

- 7.1 Specific rooms having maximum bets over \$5000 shall be recognized and approved as high limit VIP private rooms by the BCLC Director of Operations, Casino and Community Gaming or designate and shall encompass;
 - 7.1.1 A dedicated cash cage;

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7.1.2 Redacted for Security

7.1.3

7.1.4 Lower Dealer Supervisor to table ratios, dependent on bet limit maximums or type of game;

7.1.5 Any other conditions as specified by BCLC Director of Operations, Casino and Community Gaming or designate.

[Amended 09/20/2012, 03/15/2013, 01/06/2014]

7.1.6 After approval for table aggregate usage has been received from the BCLC Director of Operations, bet limits on Squeeze Play Baccarat table games in private rooms may be managed by the Service Provider, providing the signage posted at each table indicates:

7.1.6.a The maximum table aggregate bet allowed for the table.

7.1.7 On Squeeze Play Baccarat table games with a minimum bet of \$300 or higher, requests for a burn/free/dummy hand or a shoe change from a player in the high limit private room may be managed by the Service Provider at their discretion.

7.1.8 On Squeeze Play Baccarat table games with minimum bets ranging between \$50 and \$299, Service Providers may allow players' requests for:

7.1.8.a A maximum of 15 burn/free/dummy hands per shoe;

(1) Service Provider shall utilize markers to monitor the number of burn/free/dummy hands that have been allowed.

7.1.8.b A shoe change, only after at least 50% of the shoe has been played.

[Amended 10/25/2012, 01/15/2013, 09/12/2013, 01/06/2014, 01/05/2015, 04/10/2017, 10/02/2017, 05/07/2018]

8 CHANGE OF BET LIMITS

8.1 Bet limits may be changed for individual table games based upon player demand and market conditions providing bet limits remain within the authorized range of limits for each game as approved by BCLC.

8.1.1 Players shall be given reasonable notice before the change in bet limits is made.

8.1.2 The Dealer Supervisor shall update the betting limits on the GMS.

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11 TABLE GAMES PLAYER TRACKING – HIGH VALUE CHIPS (\$5000 DENOMINATION)

- 11.1 Service Providers shall institute and use a method to enable information for tracking of players and their movement of \$5000 chips to be collated and retained on a daily basis from the Player Tracking Cards;
 - 11.1.1 The method to be used must be approved by BCLC prior to being implemented;
 - 11.1.2 The information contained within the collation method must, at a minimum, contain the following:
 - 11.1.2.a Individual tracking by patron;
 - 11.1.2.b Subject ID (SID) or, if the patron has no SID, name of patron;
 - 11.1.2.c Date of session;
 - 11.1.2.d Time the patron arrives and begins playing and time the patron ends play and departs;
 - 11.1.2.e Number of \$5000 chips patron introduces for play at table upon arrival;
 - 11.1.2.f Number of \$5000 chips the patron has in their possession at time of leaving i.e. not cashed out;
 - 11.1.2.g Additional comments;
 - 11.1.2.h A summary of all \$5000 chips held by each patron.
- 11.2 When players arrive at a segregated floor area or private room table, Dealer Supervisors are required to note on the player tracking card whether the player is in possession of any high value chips (\$5000 chips) and, if so, the dollar amount.
- 11.3 When players leave a segregated floor area or private room table, Dealer Supervisors are required to note on the player tracking card the total dollar value of high value chips the player has in their possession.
- 11.4 The Service Provider shall create a process to ensure the dollar amount of high value chips the player cashes out at the cash cage is forwarded to the Dealer Supervisor for inclusion on the player tracking card.

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11.5 The player tracking card and collated chip tracking information shall be retained and made available upon request to BCLC Investigators or Gaming Compliance Officers.

11.6 For Encore Table Rewards player tracking and rating, see Player Relations/Marketing – Table Games Player Tracking for Encore Table Rewards.

[Amended 01/06/2014, 10/05/2015, 03/02/2016, amended and moved 04/10/2017, amended 10/02/2017, 05/07/2018]

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Section: 8-1.1 Security – General		

Section: 8-1.1 Security – General

1 GENERAL

- 1.1 BCLC shall determine security standards, policies and procedures to be followed by the Service Provider's security department personnel.
 - 1.1.1 Security department personnel shall be familiar with all BCLC Casino and Community Gaming Centre Standards, Policies and Procedures with the exception of Surveillance Standards.
- 1.2 Security department personnel shall each hold a Gaming Security Office Completion Certificate as prescribed by the Security – Training and Certification policy.
- 1.3 The Service Provider shall be responsible for:
 - 1.3.1 Protection of employees;
 - 1.3.2 Protection of patrons;
 - 1.3.3 The physical security of the casino or community gaming centre and all assets contained therein.

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- 1.5 Duties of the Security Department/Staff include the following:
 - 1.5.1 Maintaining current lists of registered gaming employees and their GPEB numbers employed at each casino or community gaming centre, by site, and providing access to, and copies of, this list to the BCLC Investigators and BCLC Gaming Compliance Officers upon request;
 - 1.5.2 Providing physical security, crowd control and control of incidents in and around the casino or community gaming centre;
 - 1.5.3 Refusing entry to persons carrying weapons;
 - 1.5.3 a See CEREMONIAL WEAPONS (KIRPAN) for exception
 - 1.5.4 Working with surveillance personnel Redacted for Security and all other departments to ensure the overall security of the casino or community gaming centre;
 - 1.5.5 Ensuring appropriate access control is maintained through compliance with all General – Access policies;
 - 1.5.6 Transporting, safekeeping, destruction/disposition of new and used playing cards and other consumable gaming equipment;
 - 1.5.7 Ensuring any found property is dealt with as prescribed by General – Found Property policy;
 - 1.5.8 Monitoring movement and security of cash and convertible cash assets;
 - 1.5.9 Ensuring no person uses any electrical, mechanical, telecommunications or other device to affect the outcome of a casino game;
 - 1.5.10 Maintaining notebook, logs and files as prescribed by these Standards, Policies and Procedures;

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- 1.5.11 Ensuring persons on the BCLC Self-Excluded and Excluded lists are refused entry to the casino or community gaming centre;
- 1.5.12 Conducting reviews for individuals enrolling in the Encore Rewards Program that are identified as possible barred or self-excluded individuals, including follow-up as noted in Player Relations/Marketing – Encore Rewards Program – Customer Service Responsibilities;
- 1.5.13 Ensuring that persons under 19 years of age are not allowed in the casino or community gaming centre;
- 1.5.14 Maintaining vigilance during regular patrols of parking area(s) to identify circumstances where pets left in vehicles may be in distress due to inclement weather conditions; and
 - 1.5.14.a Notifying authorized agents as per the *Prevention of Cruelty to Animals Act (PCA Act)*.
- 1.5.15 Other duties as required or prescribed by all Casino and Community Gaming Centre Standards, Policies, and Procedures and BCLC directives and amendments;
- 1.5.16 For sites with unmanned surveillance:
 - 1.5.16.a Duties as prescribed by the BCLC Unmanned Surveillance Standards, Policies and Procedures.
- 1.6 Security personnel must be positioned within three meters of all entrances, at the ID scanner if the scanner has been installed at the facility, at all times during all operating hours to identify underage persons, self-excluded or barred patrons, intoxicated persons and persons of interest;
- 1.7 Prohibited activities:
 - 1.7.1 Security Officers shall not act as a signatory in any financial transaction or transfer of cash or cash assets, except as otherwise required by these Standards, Policies and Procedures.

[Subsection 1 amended 10/12/2012, 01/15/2013, 01/10/2014, 01/05/2015, 05/05/2016]

2 SECURITY CONTROL AND EMERGENCY PLANS

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3 SECURITY RECORDS AND REPORTING

- 3.1 The BCLC Director, AML & Investigations or designate and BCLC Director, Security, Privacy and Compliance or designate shall have access to all security information and records at all times and be permitted to remove all records for photocopying purposes.

[Amended 05/07/2018]

4 CRITICAL INCIDENT ESCALATION

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4.1

- 4.2 If an investigation is required, the Security Manager (or designate) or General/Shift Manager (or designate) will ensure that it is conducted.

- 4.3 The Service Provider shall prepare Incident Reports, report to GPEB, and escalate incidents in accordance with the requirements and standards specified in General – Incident Reporting and Escalation.

- 4.4 At facilities with manned surveillance, the Surveillance department shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.

- 4.5 At facilities with unmanned surveillance, the Facility Manager or his designate shall compile and submit the Section 86 GC Act Report to GPEB and BCLC.

[Amended 06/30/2015, 05/07/2018]

5 INFORMATION RECEIVED

- 5.1 When a Security Officer or Service Provider Employee receives information relevant to the security of the casino or community gaming centre, steps shall be taken to ensure that the proper individuals are notified and that the information is protected.

- 5.2 If the information is of a criminal nature, GPEB Investigation Division shall be advised immediately as per General – Incident Reporting and Escalation and an investigation shall be conducted. The Security Officer shall:

- 5.2.1 Attempt to obtain a written statement from the informant;

- 5.2.1.a If the informant wishes to remain anonymous, detailed notes shall be taken;

- 5.2.2 Report the incident and all details.

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5.3 The Security Manager/Supervisor, or designate shall assess the nature and risk factor of the information and take the following measures as necessary, depending on the nature of the information.

5.3.1 If the situation is an emergency (or criminal in nature) report the details immediately as per ESCALATION OF INCIDENTS in General – Incident Reporting and Escalation;

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5.3.2

5.3.3 Create an Incident Report in CRS.

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- 11
- NOTEBOOKS
- 11.1

All Security Officers shall carry a notebook, issued by the Service Provider, while on duty.
- 11.2

The notebook is the property of the Service Provider and shall be securely stored in the gaming facility at the conclusion of Security Officers shift, in a secure location accessible only to the Security personnel.
- 11.3

Notebooks must be used by a Security Officer as an investigative aid for the purpose of recording information.

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- 11.3.1 The recorded information is to aid in the recall of the circumstance(s), information and details surrounding an incident at a later time.
- 11.3.2 This information can be used for preparing reports, providing accountability and to aid in Court Testimony.
- 11.4 The Security Officer should record the details, names, addresses, contact information and identification details collected from persons involved in or witness(es) to reportable situations or occurrences.

[Amended 10/11/2015]

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Section: 8-1.2 Security – Training and Certification		

Section: 8-1.2 Security – Training and Certification

1 DEFINITIONS

- 1.1 “Gaming Security Officer Course” means the on-line course developed for BCLC and delivered by the Justice Institute of British Columbia (JIBC).
- 1.2 “Gaming Security Officer Training Completion Certificate” means a certificate issued by the JIBC, which verifies that the individual named on the certificate has successfully met the training requirement for Gaming Security Officers in British Columbia, as prescribed by the BCLC.
- 1.3 “Gaming Security Officer” includes any Casino or Community Gaming Centre Security Officer, Security Supervisor, and Security Manager up to but excluding the position of “Security Director.”

[Amended 01/14/2019]

2 GENERAL REQUIREMENTS

- 2.1 All Gaming Security Officers employed in Casinos or Community Gaming Centres shall hold a Gaming Security Officer Training Completion Certificate. An exception is permitted for new hires as follows:
- 2.1.1 If the new hire has not attained a Gaming Security Officer Training Completion Certificate but holds a valid security license issued by the Registrar of Security Services and has completed the Basic Security Training (BST) certification program through the JIBC, that individual may work under the supervision of a certified Gaming Security Officer for a period of 90 days in a gaming facility.
- 2.1.1.a The individual must successfully obtain their Gaming Security Officer Training Completion Certificate within the 90 days or they will no longer be permitted to perform work as a security worker in the gaming facility until such time they have successfully completed and received their Certificate.

[Amended 09/20/2012, 01/14/2019]

3 CERTIFICATION

- 3.1 Gaming Security Officer Training Completion Certificates are issued by the Manager, Security Training Programs, JIBC Justice & Public Safety Division.
- 3.2 In order to attain a Gaming Security Officer Training Completion Certificate, an individual must successfully complete the Gaming Security Officer Course.

[Amended 01/14/2019]

4 GAMING SECURITY OFFICER COURSE

- 4.1 The Gaming Security Officer Course is an on-line course. Successful completion of a comprehensive final written exam is required to attain a Gaming Security Officer Training Completion Certificate.

[Amended 01/14/2019]

5 EVALUATION

- 5.1 Completion of the Gaming Security Officer Course requires the successful completion of a written exam.

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- 5.2 The written exam is a two hour short answer-format exam, with a pass mark of 70%. The questions on each exam are drawn from a pool of questions.
- 5.3 Individuals who fail the written test are given an opportunity to re-write.
- 5.4 Individuals with documented learning disabilities may have access to appropriate exam accommodations (such as oral exams). Individuals requiring an accommodation shall make the request to the Manager, Security Training Programs, JIBC Justice & Public Safety Division prior to commencing the course.

[Amended 01/14/2019]

6 TRAINING DELIVERY

- 6.1 The Gaming Security Officer Course is delivered exclusively by the JIBC.
- 6.2 The Gaming Security Officer Course is offered to anyone who wants to take it, on an open registration fee-for-service basis.

[Amended 01/14/2019]

Redacted for Relevance

8 CHALLENGE EXAMS

- 8.1 The Security Manager/Director or General Manager for each Casino or Community Gaming Centre Service Provider may designate that new hire or BST certified Security Officer may write a challenge exam for the JIBC Gaming Security Officer Course, where in the opinion of the Security Manager/Director or General Manager, the previous training, experience, and/or demonstrated level of knowledge is sufficient to make it appropriate for the individual to be so permitted.
 - 8.1.1 The challenge exam consists of the same written evaluation exam that must be passed in order to complete the knowledge course. Individuals writing the challenge exam may be provided with the opportunity to do so at separate challenge exam sittings administered by the JIBC, or at the same time as other individuals who are completing some or all of the actual course.
 - 8.1.2 If the individual is not successful at completing the challenge exam on their first attempt, then they are required to take the full Gaming Security Officer Course.

[Amended 09/20/2012, 01/05/2015, 01/14/2019]

[Subsection 9 deleted 01/14/2019]

9 RE-CERTIFICATION

- 9.1 There will be no requirement to re-certify the Gaming Security Officer Training Certificate.
- 9.2 The Advanced Security Training certification is valid for a period of three years.

[Amended 01/14/2019]

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Section: 8-2.1 Security – Casino and Community Gaming Centre Exclusion

1 EXCLUSION

- 1.1 The Service Provider shall, by means of its security staff, remove from the casino or community gaming centre any person who:
- 1.1.1 Conducts themselves in a disruptive manner;
 - 1.1.2 Has acted in a manner that could adversely affect public confidence in the integrity of games and operations;
 - 1.1.3 Is involved in committing a suspected criminal act;
 - 1.1.4 Appears to be intoxicated or appears to be under the influence of an illegal substance;
 - 1.1.5 Is in possession of a weapon;
 - 1.1.6 Is a participant in the Voluntary Self Exclusion program;
 - 1.1.7 Has been barred from all casinos and all community gaming centres in British Columbia (a 'Provincial Ban') by the BCLC Manager, Investigations or designate.

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2 BCLC PROVINCIAL BANS

- 2.1 The BCLC Manager, Investigations or designate may initiate a Provincial Ban as a result of information received from casino or community gaming centre sites, BCLC Investigators, police or as a result of exclusions in effect in another jurisdiction.
- 2.2 BCLC Manager, Investigations or designate may issue a BCLC Provincial Ban for individuals deemed undesirable due to:
 - 2.2.1 The individual having a propensity for violence;
 - 2.2.2 The individual having a history of or being suspected of possession of the proceeds of crime as defined in the Criminal Code;
 - 2.2.3 The individual having a known gang/organized crime association;
 - 2.2.4 The individual posing a public safety risk, based on available information;
 - 2.2.5 Discovering the individual has been banned in another jurisdiction for a reason that is justified in BCLC's sole discretion to also indicate reasonable grounds for barring in BC;
 - 2.2.6 Information shared by law enforcement or discovered while monitoring open source data that identifies the individual as being undesirable;
 - 2.2.6.a This may include the information gathered while monitoring business relationships for FINTRAC reporting compliance.
- 2.3 BCLC will take reasonable measures to review and undertake investigations with due diligence, in accordance with the requirements below to confirm the accuracy of any relevant information before proceeding with a BCLC Provincial Ban.
 - 2.3.1 All relevant incidents will be reviewed by BCLC to determine the details and scope of the incident;

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- 2.3.2 Where an incident is deemed to involve a breach of BCLC standards, policies or procedures, BCLC will conduct an investigation, in conjunction with Service Provider Security and Surveillance Management as required, and
- 2.3.3 Where an incident may be illegal in nature, or a violation of any regulatory statute, BCLC will report the incident to authorities. BCLC provides assistance to authorities when requested.

2.4 BCLC will determine the length of the ban according to the information discovered and the results of the investigation.

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Redacted for Relevance

6 CASINO AND COMMUNITY GAMING CENTRE EXCLUSION MINIMUM GUIDELINES

Redacted for Relevance

6.4 Five Years:

- 6.4.1 Repetitive incidents of any type of cheating at play;
- 6.4.2 Serious and/or repetitive incidents of disturbing the peace or other criminal offences;
- 6.4.3 Possession of firearms or threats related to firearms;
- 6.4.4 Possession of a concealed weapon;
- 6.4.5 Loan sharking or cash facilitation.

- 6.5 The above list is a guideline and, depending on the circumstances of specific incidents, the BCLC Manager, Investigations or designate may issue a barring or length of a barring that is not as described above.

[Subsection 5 amended 09/20/2012, 10/05/2015]

Appendix H

Excerpts of the BCLC Internal Casino and Community Gaming Centre Standards,
Policies and Procedures

BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 1-1.2—1
	Last Revised Date July 5, 2019	Authorized by Vice President, Corporate Security and Compliance
Section: 1-1.2 General – FINTRAC and Anti-Money Laundering Monitoring - INTERNAL		

Section: 1-1.2 General – FINTRAC and Anti-Money Laundering Monitoring – INTERNAL

[Major revisions to compliance regime for new FINTRAC requirements, BCLC positions, titles and responsibilities 09/30/2014, 07/05/2019]

1 GENERAL

- 1.1 The objective of the Canadian legislation called the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) is explained in detail on the Financial Transactions and Reports Analysis Centre of Canada website at <http://www.fintrac-canafe.gc.ca>.
- 1.2 The Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) is an agency of the Government of Canada that is responsible for analysis of reports received in order to aid in the detection of money laundering and terrorist activity.
- 1.3 Casinos and community gaming centres are obligated under the legislation to report Large Cash Transactions, Casino Disbursement Reports, Suspicious Financial Transactions and incidents related to property known to be owned or controlled by a terrorist, terrorist group, or a listed person according to the Act.
- 1.4 FINTRAC guidelines state that clients that are involved in a 'business relationship' with a casino or community gaming centre are monitored on an ongoing basis and that a record is kept outlining the measures taken to monitor the relationship and the information obtained as a result.
 - 1.4.1 BCLC considers the purpose and intended nature of a client business relationship in the gaming sector to be either:
 - 1.4.1.a Gaming – high volume;
 - 1.4.1.b Gaming – casual;
 - 1.4.1.c See BCLC's Anti-Money Laundering and Anti-Terrorist Financing Compliance Manual for further details/definition.

[Amended 04/13/2015]
 - 1.4.2 A business relationship is defined as either account-based or non-account-based.
 - 1.4.3 Account-based relationships exist with all clients who hold an account (i.e., a Patron Gaming Fund) with a casino or community gaming centre.
 - 1.4.3.a This relationship terminates five (5) years after the closing of the account.
 - 1.4.4 Non-account-based relationships exist where the client does not have an account but has conducted two or more transactions which require the casino or community gaming centre to ascertain the identity of the individual or confirm the existence of a corporation or other entity within a maximum of five (5) years of one another.
 - 1.4.4.a The determination of a non-account based business relationship should be established as soon as possible but within a maximum of 30 calendar days following the second transaction requiring the client's identification.
 - 1.4.4.b This relationship terminates once five (5) years pass since the last transaction requiring identity to be ascertained.
 - 1.4.5 The record shall include any information kept in any service provider or BCLC software or otherwise documented by service provider or BCLC staff.
 - 1.4.5.a This information should include documentation of any risk assessments, enhanced measures taken as part of the ongoing monitoring for patrons to mitigate risk, any third party involvement, and the source of the patron's funds.

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- 1.5 'Large Cash Transactions', for the purposes of this manual, may include buy-ins, disbursements and foreign exchanges at certain monetary levels. The policy intended to guide the Casino and Community Gaming Centre Service Providers to fulfill their responsibilities for reporting large cash transactions is found in BCLC Standards or Casino and Community Gaming Centre Standards, Policies and Procedures, whichever is applicable; Cage – Large Cash Transactions, Foreign Exchange and Disbursement Reporting.
- 1.5.1 References to circumstances requiring Service Providers to report Large Cash Transactions are also found in various applicable policies throughout the Standards, Policies and Procedures.
- 1.6 As part of our formal compliance regime BCLC expects all BCLC staff having the responsibility for oversight of Service Providers at casinos and community gaming centres to assist in the monitoring of full and proper reporting of Large Cash Transaction (LCTRs), Casino Disbursement Reports (CDRs) and Suspicious Financial Transactions (STRs).
- 1.6.1 Included in the expectation are:
- 1.6.1.a BCLC Chief Compliance Officer and Vice President of Legal, Compliance, Security;
 - 1.6.1.b BCLC Director, Anti-Money Laundering (AML) and Investigations;
 - 1.6.1.c BCLC Director, Security, Privacy & Compliance;
 - 1.6.1.d BCLC Manager, AML Intelligence;
 - 1.6.1.e BCLC Manager, AML Programs;
 - 1.6.1.f BCLC AML Business Intelligence Analyst;
 - 1.6.1.g BCLC Specialist, AML Intelligence;
 - 1.6.1.h BCLC Specialist, AML Programs;
 - 1.6.1.i BCLC Manager, Investigations;
 - 1.6.1.j BCLC Manager, Corporate Security and Compliance;
 - 1.6.1.k BCLC Investigators;
 - 1.6.1.l BCLC Assistant Manager, Operational Gaming Compliance;
 - 1.6.1.m BCLC Gaming Compliance Officers (GCO);
 - 1.6.1.n BCLC Manager, Business Operations (MBOs);
 - 1.6.1.o BCLC Technicians;
 - 1.6.1.p BCLC Senior Technicians;
 - 1.6.1.q BCLC Information Technology Resource.
- [Amended 06/01/2013, 07/05/2019]
- 1.7 Termination of Business Relationship
- 1.7.1 BCLC has implemented a risk assessment process to monitor all client relationships identified as high-risk as part of the client acceptance process.
- 1.7.2 This process allows BCLC to identify changes in client behaviour or play that may escalate the client's original assessment into the "extreme" risk category.

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1.7.3 BCLC may choose to decline doing business with any new clients if, in the process of risk assessment, BCLC determines the risk level exceeds BCLC's risk tolerance level.

1.7.4 If it is determined that the client represents a level of risk that exceeds BCLC's risk tolerance level, the relationship with the client will be terminated and the client will be banned from all gaming facilities in British Columbia.

2 ANTI-MONEY LAUNDERING (AML) TRAINING

2.1 Anti-Money Laundering (AML) training is required for BCLC staff working in the Casino and Community Gaming Division, as well as staff in other divisions with AML associated roles.

2.1.1 Staff can either attend classroom or online based training.

2.1.2 Training should be incorporated into the "on-boarding" process for new employee hires.

2.1.3 AML training must be taken again every two years after initial training in order to refresh the staff member with any updates or revisions.

2.1.4 BCLC Anti-Money Laundering & Investigations Unit is responsible for ensuring that BCLC corporate staff training is up-to-date with any:

2.1.4.a New employee hires added;

2.1.4.b Terminated employees made inactive; and

2.1.4.c Employees on leave require a comment added to their account (e.g. Maternity, Sick, etc.).

3 GENERAL RESPONSIBILITIES OF COMPLIANCE REGIME

3.1 Chief Compliance Officer & Vice President, Legal, Compliance, Security

3.1.1 The Chief Compliance Officer & Vice President, Legal, Compliance, Security is responsible to:

3.1.1.a Oversee all aspects of the BCLC FINTRAC/AML Compliance Regime;

3.1.1.b Oversee the development and application of compliance policies and procedures;

3.1.1.c Approve compliance policies and procedures;

3.1.1.d Report to the Chief Executive Officer and Board of Directors.

3.2 Director, AML & Investigations

3.2.1 The Director, AML & Investigations is responsible to:

3.2.1.a Oversee the development and implementation of BCLC AML program according to FINTRAC guidelines and policies;

3.2.1.b Oversee the BCLC AML program is implemented at all casino and community gaming centres and communicated to all appropriate staff within the province of BC, consistent with BCLC Standards, Policies and Procedures and FINTRAC guidelines;

3.2.1.c Oversee the BCLC AML program is delivered to appropriate Service Providers and BCLC staff on a continuous and timely basis;

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- 3.2.1.d Oversee that all aspects of FINTRAC reporting and training are being conducted within FINTRAC guidelines and procedures;
- 3.2.1.e Provide direction and guidance for FINTRAC policy changes or amendments to all appropriate Service Provider and BCLC staff, as well as to various BCLC administrative support staff;
- 3.2.1.f Manage and keep up to date all AML reference materials and processes related to BCLC's AML compliance regime;
- 3.2.1.g Liaise as required with GPEB, local policing authorities, Service Provider compliance personnel, BCLC Internal Auditors, FINTRAC Auditors;
- 3.2.1.h Update BCLC Chief Compliance Officer & VP, Legal, Compliance, Security and BCLC Director, Security, Privacy & Compliance about any issues identified which require attention.
- 3.3 BCLC Investigators
 - 3.3.1 BCLC Investigators are responsible to:
 - 3.3.1.a Conduct or facilitate training of Service Provider and BCLC staff on-line or at all casinos and community gaming centres for requirements and submissions of Large Cash Transactions, Casino Disbursement Reports and Suspicious Financial Transactions annually or bi-annually. For further reference see policy titled BCLC Investigator – General - INTERNAL.
 - 3.3.1.b Make sure that reports to FINTRAC are fully completed, filed within the required time frame and that any decisions regarding reporting are appropriately documented in the file.
 - (1) BCLC Investigators are accountable for the review of FINTRAC entries to ensure appropriateness, accuracy and timeliness;
 - (2) Submit completed reports to FINTRAC. For further reference see policies titled BCLC Investigator – Large Cash Transaction, Foreign Exchange and Disbursement Reporting - INTERNAL and BCLC Investigator – Suspicious Financial Transaction Reporting - INTERNAL.
 - 3.3.1.c Review all other incident reports created in the Casino Reporting System (CRS) for reports requiring further investigation;
 - 3.3.1.d Review Patron Gaming Funds Accounts for compliance to FINTRAC regulations;
 - (1) Review and document all accounts to establish a patron risk assessment and to conduct enhanced due diligence to identify and report any potential money laundering/terrorist activity.
 - (2) Perform documented risk assessments on account holders using the BCLC AML risk assessment protocol according to their risk profile.
 - 3.3.1.e Review notifications received from the BCLC Business Intelligence Analysts and conduct follow-up investigation where required.
 - 3.3.1.f Assess, monitor, and document all patrons who meet the criteria of being in a business relationship for risk of money laundering/terrorist activity using the BCLC AML risk assessment protocol to appropriately determine the level of intervention required for each patron.

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- (1) Anyone with a history of two (2) or more suspicious transaction reports must be considered a high risk patron.

- 3.3.1.g Monitor and document patrons assessed as high risk under the high risk patron program, including referencing open source data, video, interviews and any other appropriate investigative technique on a more frequent basis using enhanced measures as outlined in the BCLC Anti-Money Laundering and Anti-Terrorist Financing Compliance Manual.
- 3.3.1.h Notify the Managers, AML Intelligence and AML Programs or designates of any circumstance when a patron for whom a Suspicious Transaction Report has been filed should be investigated for consideration for BCLC Provincial Banning.

[Amended 04/13/2015]

3.4 BCLC Managers, AML Intelligence and AML Programs

- 3.4.1 The BCLC Managers, AML Intelligence and AML Programs are responsible to:

- 3.4.1.a Support and assist Director, AML & Investigations Unit to proactively develop and deliver BCLC's AML program to BCLC and Service Provider employees;
- 3.4.1.b Supports and assists Director, AML & Investigations Unit in the coordination of AML audits with GPEB, FINTRAC and BCLC Internal Audit Services;
- 3.4.1.c In consultation with the Director, AML & Investigations Unit and the Manager, AML Intelligence and Manager, AML Programs, review the GPEB/FINTRAC Audits and determine a course of action to correct/rectify any shortfall or issues identified;
- 3.4.1.d In collaboration with Director, AML & Investigations amend or create BCLC AML Policy and Procedures as required;
- 3.4.1.e Work in conjunction with the AML & Investigations Unit to continuously assess and mitigate the risks associated with high risk customers through the enhanced due diligence review and the identification of suspicious activity throughout Casino and Community Gaming Centre operations ensuring compliance with Federal AML Legislation mitigating non-compliance and risk;
- 3.4.1.f Drawing on information provided through analytic AML products as well as internal and external resources, direct actions that will mitigate any potential criminal risk to BCLC and its Service Providers;
- 3.4.1.g Maintain close working relationships with Service Providers in order to identify emerging money laundering and other crime typologies;
- 3.4.1.h Maintains and manages critical relationships with various internal and external contacts and departments;
- 3.4.1.i Collaborate with BCLC Investigators to ensure that the AML Training program is updated as required delivered consistently in a timely manner to all Service Providers and BCLC;
- 3.4.1.j Liaise with BCLC Investigators, BCLC Operational Gaming Compliance, Casino Service Provider Management, GPEB (Investigations and

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Audit/Compliance) and FINTRAC regarding matters relating to AML compliance;

- 3.4.1.k Liaise with BCLC Gaming Systems department to identify and rectify any FINTRAC software reporting issues as well as recognize the requirement for the development or implementation of potential AML software enhancements;
- 3.4.1.l Create and maintain working relationships with Law Enforcement, GPEB and Service Provider
- 3.4.1.m Oversee all LCT, SFT and Section 86 Gaming Control Act reports relating to AML for timeliness and accuracy;
- 3.4.1.n Provide formal functional leadership by leading employees within the unit and ensure that technical training and mentoring processes are in place for knowledge transfer
- 3.4.1.o Develop a high level of expertise in AML and crime typologies in relations to gaming;
- 3.4.1.p Conduct onsite reviews at gaming facilities of AML procedures;
- 3.4.1.q Conduct field inquiries at the direction of the Director, AML & Investigations.

3.5 BCLC AML Business Intelligence Analyst

3.5.1 The BCLC AML Business Intelligence Analysts are responsible to:

- 3.5.1.a Develop predictive analytic capabilities within Security and Compliance division through the socialization and dissemination of best-practices, and the creation and maintenance of data models for new solution development in support of the dynamic business needs.
- 3.5.1.b Develop relevant processes, procedures, and standards within a diverse Business Intelligence environment in order to drive performance and program improvement.
- 3.5.1.c Consult and influence business stakeholders to proactively add value, understand their needs and to be able to clearly communicate this direction to internal team members. This will require the clear presentation of complex concepts to an executive audience.
- 3.5.1.d Create conceptual, logical and physical data models for new solution development in support of the business needs.
- 3.5.1.e Maintain an oversight of the overall model suite to ensure consistency, accuracy and repeatability.
- 3.5.1.f Ensure data models are fully documented and appropriate data dictionaries are created.
- 3.5.1.g Create data standards to support the predictive analytic team, and ensure adherence to the standards. This may include direct influence over source data and campaign standards.
- 3.5.1.h Coach and provide training to the team on business intelligence methods, tools, design, and result. Ensuring that the ongoing development of business intelligence knowledge of not only the immediate team but as well for enterprise wide clients.

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- 3.5.1.i Liaise with and provide communication to key stakeholders, ensuring clarity and awareness of strategies and objectives for business intelligence analysis;
- 3.5.1.j Utilize open source intelligence (OSINT) batch screening software as part of BCLC's due diligence program such as information contained in media reports, sanction lists and politically exposed persons lists to help identify patrons that may present unacceptable reputational risk for BCLC;
- 3.5.1.k Conduct reviews on all potential matches, and when applicable, escalate confirmed matches to BCLC Managers, AML Intelligence and AML Programs or designates for further action;
- 3.5.1.l Assist in monitoring and implementing a comprehensive, enterprise-wide compliance program to fulfill regulatory requirements and standards;
- 3.5.1.m Identify and prioritize areas of risk for non-compliance to BCLC policy and procedures, FINTRAC regulations;
- 3.5.1.n Review and adjust risk assessment protocol as necessary to properly identify patrons' Risk Profile;
- 3.5.1.o Ensure that risk assessments are completed in accordance with their risk profile for all patrons with two (2) or more FINTRAC reportable transactions in the previous five (5) years and/or a Patron Gaming Fund;
- 3.5.1.p Compile reports of patrons requiring current identification, address and occupation updates with particular emphasis on 'High Profile' patrons and forward to appropriate Investigators for follow-up;
- 3.5.1.q Review lists of Service Provider and BCLC staff requiring FINTRAC/AML training, and forward to appropriate Investigators for follow-up;
- 3.5.1.r Assist Information Technology personnel in identifying areas where updates or upgrades to the Incident Reporting system is required;
- 3.5.1.s Perform data collection and analysis, trend identification, risk assessment, incident analysis, report preparation;
- 3.5.1.t Report findings to the BCLC Director, AML & Investigations or designate.

[Amended 04/13/2015, moved from 3.8 07/05/2019]

3.6 BCLC Gaming Compliance Officers

3.6.1 BCLC Gaming Compliance Officers are responsible to:

- 3.6.1.a Conduct reviews for regulatory compliance;
- 3.6.1.b Review a sample of each site's cheque issuance for reasonableness and forward unreasonable numbers to Investigators;
- 3.6.1.c Review cheque issuance reports for any issued cheques for \$10,000 or over and review a sample to ensure compliance to 'verified win cheque issuance' policy;
- 3.6.1.d Monitor Player Gaming Funds Accounts to identify risks and make sure records are completed as required;
- 3.6.1.e For further reference see also policy titled BCLC Gaming Compliance Officer - Large Cash Transaction Reports Review - INTERNAL.

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[Amended 04/13/2015, 06/30/2015]

- 3.7 BCLC Manager, Business Operations, BCLC Senior Technicians, BCLC Technicians
- 3.7.1 BCLC Representatives are responsible to:
- 3.7.1.a Make sure that if, during the course of completing their operational duties, a circumstance becomes readily apparent that a Large Cash Transaction Report or a Casino Disbursement Report was required but has not been completed, the Service Provider staff is notified and completes the LCTR or CDR (example - slot jackpots \$10,000 and over);
- 3.7.1.b On a day to day basis, answer any questions from Service Providers concerning AML reporting requirements and/or forward questions to appropriate BCLC personnel for clarification;
- 3.7.1.c Assist BCLC Investigators and BCLC Gaming Compliance Officers in their LCTR, CDR and STR oversight duties if required.
- 3.8 BCLC Information Technology Resource
- 3.8.1 BCLC Information Technology Resource is responsible to:
- 3.8.1.a Be a dedicated resource for Casino Reporting System (CRS) including FINTRAC reporting module;
- 3.8.1.b Coordinate back-up resources for periods dedicated resource is absent;
- 3.8.1.c Monitor and implement solutions for problems with ViaSafe service and server (the service used to prevent reports transferring to and from FINTRAC from stopping or going unnoticed);
- 3.8.1.d Build and test the CRS and ViaSafe QA server;
- 3.8.1.e Formalize the QA process for CRS and adopt the same process as for all other BCLC gaming products;
- 3.8.1.f Monitor the CRS and FINTRAC server (the server responsible for creating the reports which are sent to FINTRAC) and implement solutions for problems;
- 3.8.1.g Report any findings which could place BCLC at risk for regulatory non-compliance to the BCLC Director, AML & Investigations;
- 3.8.1.h Build, update and monitor a Daily FINTRAC Report Summary which is composed of information concerning the number of reports currently waiting for response, error reports as well as reports that are coming due on the reporting deadline.
- (1) This report is emailed daily to BCLC IT resource, BCLC Investigator, BCLC Director, AML & Investigations, BCLC Manager of Investigations, BCLC Managers, AML Intelligence and AML Programs, BCLC Business Intelligence Analysts, and BCLC Internal Audit.
- 3.9 BCLC Anti-Money Laundering & Investigations Unit is responsible for maintaining:
- 3.9.1 Relevant sections of policy in any policy and procedure manual for service providers and BCLC staff;
- 3.9.2 Any AML specific training manuals (e.g., AML Manual for Investigators, F2R guide, FINTRAC documents) and where they can be found; and

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3.9.3 Any documents related to compliance regimes and risk management.

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Section: 1-2.1 General – Escalation v.2 - INTERNAL		

Section: 1-2.1 General – Escalation v.2 – INTERNAL

1 GENERAL

- 1.1 Escalation procedures have been prepared for BCLC employees at casino and community gaming centre locations, to ensure all concerned parties are informed of a potential problem as soon as it has been identified. By collecting and disseminating site information and escalating it as noted in General – Incident Reporting and Escalation, a problem can be resolved quickly and in the most effective and efficient manner.
- 1.2 The escalation process for SERIOUS/URGENT incidents is found in General – Incident Reporting and Escalation.
- 1.3 If you are in doubt about whether or not to contact the MBO or ROM, make the call.

[Amended 01/06/2017]

2 ESCALATION RESPONSIBILITIES

- 2.1 BCLC Representative on site shall:
 - 2.1.1 Call the MBO if he or she cannot resolve an incident at the site;
 - 2.1.1.a If the BCLC Representative is unable to reach the MBO within 10 minutes, the problem shall be escalated to the Regional Operations Manager (or other Regional Operations Manager as required).
 - 2.1.2 Provide timely updates to the MBO and/or Regional Operations Manager until the problem is resolved;
 - 2.1.3 Provide a fully detailed Incident report in the Casino Reporting System prior to the end of the gaming day.
- 2.2 Manager, Business Operations (MBO) shall:
 - 2.2.1 Decide whether to resolve or further escalate the problem as necessary to the Regional Operations Manager;
 - 2.2.2 If further escalation is required,
 - 2.2.2.a Contact the Regional Operations Manager;
 - 2.2.2.b Ensure that Customer Support is contacted for incidents of a technical nature.
 - 2.2.2.c See also General – System Failure – Technical Incidents, Support and Recovery.
- 2.3 The Regional Operations Manager shall:
 - 2.3.1 Decide whether the incident requires reporting to the Director of Operations.

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3 INCIDENT REPORTS

- 3.1 All events that are subject to escalation procedures must be documented in an Incident Report in the CRS prior to the end of the gaming day even if all particulars cannot be included.
 - 3.1.1 Follow-up Incident reports are required if the original report is incomplete.
- 3.2 The Incident Report should include the details of the problem that arose and the steps taken to rectify it and the eventual outcome. BCLC site staff should be prepared to provide as much detail as possible to the MBO or ROM and should timeline the event with as much detail as possible.

[Subsection 5 – CONTACT INFORMATION Amended 06/01/2013, deleted 01/06/2017]

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	Last Revised Date July 8, 2014	Authorized by Vice President, Corporate Security and Compliance
Section: 2-1.1 BCLC Gaming Compliance Officer - General - INTERNAL		

Section: 2-1.1 BCLC Gaming Compliance Officer – General – INTERNAL

1 ROLE AND RESPONSIBILITIES OF BCLC GAMING COMPLIANCE OFFICER

- 1.1 The BCLC Gaming Compliance Officer is BCLC's representative responsible for ensuring regulatory compliance in the casinos, community gaming centres and bingos.
- 1.2 Major duties and responsibilities include, but are not limited to, ensuring compliance with applicable Rules and Regulations.
- 1.3 Persons that have previously worked at a gaming facility for a Service Provider, when subsequently hired as a Gaming Compliance Officer by BCLC, shall not conduct compliance reviews at any facilities owned or operated by the previous employer for a minimum period of one (1) year.

[Amended 09/02/2013]

2 FACILITY ASSIGNMENTS

- 2.1 The BCLC Manager, Operational Gaming Compliance shall determine the gaming facility site assignments for each Gaming Compliance Officer (GCO).
- 2.2 The GCO shall be responsible for completion of all scheduled compliance reviews and other periodic inspections and duties at his or her assigned sites.

[Added 07/08/2014]

3 TENURE (REGIONAL)

- 3.1 The BCLC Manager, Operational Gaming Compliance shall ensure that all GCO's in the Lower Mainland region are assigned to gaming facilities for a period not exceeding four (4) consecutive years.
- 3.2 For purposes of this policy, the Lower Mainland Region shall include gaming facilities from Squamish, BC to Hope, BC and all gaming facilities between those two communities.
 - 3.2.1 This period may be less, in accordance with operational need and at the discretion of BCLC Corporate Security & Compliance management.
- 3.3 For facilities outside of the Lower Mainland region, to which a GCO has been assigned for four (4) consecutive years or longer, the BCLC Manager Operational Gaming Compliance shall ensure that secondary compliance inspections are conducted at those facilities by another Operational Gaming Compliance department representative on a random and sporadic basis.

[Added 07/08/2014]

4 RULES AND REGULATIONS

- 4.1 Gaming in British Columbia shall be governed by the following Statutes, Regulations, Rules and Directives:
 - 4.1.1 Criminal Code of Canada;
 - 4.1.2 Rules and Regulations Respecting Lotteries and Gaming of BCLC;
 - 4.1.3 Casino Operational Services Agreement, Racetrack Casino Operational Services Agreement (Agreement), Community Gaming Centre Operational Services Agreement, or Bingo Operational Services Agreement;
 - 4.1.4 BCLC Casino and Community Gaming Centre Standards, Policies and Procedures and Bingo Standards, Policies and Procedures;

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Section: 2-1.1 BCLC Gaming Compliance Officer - General - INTERNAL		

- 4.1.5 Regulations and Directives prescribed by BCLC from time to time;
- 4.1.6 Gaming Control Act.

BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 2-2.1—1
	Last Revised Date April 1, 2013	Authorized by Vice President, Corporate Security and Compliance
Section: 2-2.1 BCLC Gaming Compliance Officer – Completion of BCLC Compliance Reviews - INTERNAL		

Section: 2-2.1 BCLC Gaming Compliance Officer - Completion of BCLC Compliance Reviews - INTERNAL

1 BCLC COMPLIANCE REVIEWS

- 1.1 Each BCLC Gaming Compliance Officer (GCO) is responsible to conduct Compliance Reviews, using the MK Insight Working Paper templates.
- 1.2 In order to conduct the Compliance Reviews, the Gaming Compliance Officer shall:
 - 1.2.1 Select and create the applicable review and working paper in the MK Insight review program;
 - 1.2.2 Review the working paper to determine what preparation/ materials are required to complete the review.
 - 1.2.3 Follow the content of the working paper and conduct interviews, direct observations, CCTV observations, review of computer applications/ reports/ paperwork, and any other methods at his disposal in order to record the information required by the working paper.
 - 1.2.4 Identify any instances of procedural non-compliance in relation to the working paper; and
 - 1.2.4.a Liaise with the appropriate persons in order to determine what has been undertaken to correct the issue, or to formulate a decisive corrective action plan.
 - 1.2.5 Document the response and/ or corrective action provided by the person(s) responsible.
 - 1.2.5.a Wherever possible, the GCO shall obtain and document a target completion date from the person(s) responsible for rectification of procedural non-compliance.

[Amended 04/01/2013]

2 REPORTING

- 2.1 Once the GCO has collected and evaluated all information required by the working paper he shall;
 - 2.1.1 Review the content of the MK Insight working paper to ensure all relevant information is recorded.
 - 2.1.2 Ensure that all instances of procedural non-compliance identified during the review are listed correctly within the Issue Tracking module of MK Insight.
 - 2.1.3 Check-in the review for review by the Manager, Compliance Review or designate.
- 2.2 The BCLC Manager, Operational Gaming Compliance or his designate shall review each working paper, and either approve the report for distribution or specify the corrections required prior to approval.

[Amended 04/01/2013]

3 DISTRIBUTION OF REPORTS

- 3.1 Upon receipt of approval to distribute the working paper, the GCO shall:
 - 3.1.1 Email the report to all interested parties, including the GPEB Commercial Gaming Audit Division at GPEB.CommercialAudit@gov.bc.ca.

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Section: 2-3.1 BCLC Gaming Compliance Officer – Large Cash Transaction Review - INTERNAL		

Section: 2-3.1 BCLC Gaming Compliance Officer – Large Cash Transaction Reports Review - INTERNAL

1 LARGE CASH TRANSACTION RECORD REVIEW (LCTR)

- 1.1 Each quarter at minimum, the Gaming Compliance Officer (GCO) will enter a filter search in the Casino Reporting System (CRS) LCT/FINTRAC Module in order to view all Large Cash Transaction, Foreign Exchange and Disbursement Reports created at the facility during the selected review period
- 1.2 The GCO shall:
 - 1.2.1 Select a minimum of 25% of Large Cash Transaction, Foreign Exchange and Disbursement Reports (maximum of 50, where applicable) from the review period to be reviewed for completeness, accuracy, and timely submittal.
 - 1.2.2 Review the information contained within each selected Large Cash Transaction, Foreign Exchange and Disbursement Report in the CRS to ensure all required information is present and accurate.
 - 1.2.3 Generate an electronic report from the slot management system to ensure that all jackpots of \$10,000.00 or more during the review period have been reported in a Disbursement Report.
 - 1.2.4 Review all table games jackpots of \$10,000.00 or more during the review period to ensure a Disbursement Report has been completed for any such jackpots paid by cheque.
 - 1.2.5 Review the CRS Subject Profile created for each Large Cash Transaction, Foreign Exchange and Disbursement Report recipient to ensure that all information matches that listed in the LCT/FINTRAC Module, and that the photo identification provided by the patron at the time of the transaction is government-issued and valid as of the date of the transaction.
 - 1.2.5.a The GCO shall ensure that the identification provided at the time of the transaction has been scanned into the Media tab of the CRS Subject Profile for all completed transactions
 - 1.2.5.b The GCO shall ensure that the information provided by the patron in the "Occupation" field of the CRS Subject Profile is sufficiently detailed
 - 1.2.5.c If the patron did not provide an occupation when asked, the GCO shall ensure that the transaction was not completed and details of the patron's response are recorded in the Incident Report in CRS.
 - 1.2.6 The GCO shall discuss the results of the review with the applicable department manager or supervisor; and
 - 1.2.7 Record the results in the final review report.

[Amended 04/01/2013]

BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 2-4.1—1
	Last Revised Date	Authorized by Vice President, Corporate Security and Compliance
Section: 2-4.1 BCLC Gaming Compliance Officer – Service Provider Cheque Issuance - INTERNAL		

Section: 2-4.1 BCLC Gaming Compliance Officer – Service Provider Cheque Issuance – INTERNAL

1 SERVICE PROVIDER CHEQUE ISSUANCE REVIEW

- 1.1 Each quarter at minimum, the GCO shall generate a CMS Account Review – CHEQUES report for the selected review period to obtain a list of all service provider cheques issued to casino patrons.
- 1.2 The GCO shall review this report comparing to the service provider cheque ledger and/ or photocopies/ stubs from issued cheques to ensure that:
 - 1.2.1 The table tracking card or the slot machine/electronic gaming device jackpot printout from CMS or Casinolink is attached to the cheque stub or photocopy of the winner's cheque as evidence of the verification of the win;
 - 1.2.2 The cheques are issued in sequential order by number;
 - 1.2.3 Void and redeemed cheques are marked/defaced as such;
 - 1.2.4 Where applicable, payment by cheque is appropriately noted within the LCTR in CRS;
 - 1.2.5 Where applicable, the special notes section of the corresponding LCTR contains the appropriate notation.
- 1.3 The GCO shall review the site's Cheque Register to ensure that all cheques issued to patrons as part of an LCTR are recorded appropriately in the CRS LCT/FINTRAC Module.
- 1.4 The GCO shall discuss the results of the review with the applicable department manager or supervisor; and
 - 1.4.1 Record the results in the final review report.

2 VERIFIED WIN ASSURANCE

- 2.1 Where the GCO is not satisfied that the win for which a service provider cheque was issued has been verified appropriately, the payment shall be further investigated through inspection of all documentation/reports available in order to ensure any winner's cheque was issued for an appropriate verified win.

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	Last Revised Date April 1, 2019	Authorized by Vice President, Corporate Security and Compliance
Section: 3-1.1 BCLC Investigator – General – INTERNAL		

Section: 3-1.1 BCLC Investigator – General – INTERNAL

1 ROLE AND RESPONSIBILITIES OF BCLC INVESTIGATOR

- 1.1 The BCLC Investigator is responsible for conducting casino and community gaming centre related investigations and inquiries in accordance with the duties and responsibilities detailed below.
- 1.2 Major duties and responsibilities include, but are not limited to:
 - 1.2.1 Reviewing all incidents to determine the details and scope of the incident;
 - 1.2.2 Where an incident is deemed to involve a breach of BCLC Standards, policies or procedures, the BCLC Investigator is responsible for conducting an investigation in conjunction with Casino Service Provider Security and Surveillance Management as required;
 - 1.2.3 Where an incident may be illegal in nature, or a violation of any regulatory statute, reporting the incident to authorities. The BCLC Investigator provides assistance to authorities when requested;
 - 1.2.4 Liaising with local police, crown counsel, Gaming Policy and Enforcement Branch (GPEB), other enforcement agencies and other gaming jurisdictions;
 - 1.2.5 Reviewing Casino Reporting System Incident reports and conducting investigations when required, in accordance with the duties and responsibilities above;
 - 1.2.6 Liaising with site department managers and BCLC Casino/CGC site representatives;
 - 1.2.7 Reviewing and resolving customer complaints as required;
 - 1.2.8 Investigation and assistance with Postpone or Delay Jackpots procedures;
 - 1.2.9 Investigation of Ineligible Wins for Voluntary Self Excluded and Provincially Barred persons;
 - 1.2.10 Reviewing LCT and FINTRAC entry documents for Suspicious Financial Transactions reportable to FINTRAC as required by Federal Legislation;
 - 1.2.11 Conducting training at regular intervals at casinos and community gaming centres. See TRAINING below.
- 1.3 Incidents requiring review and potential investigation by the BCLC Investigator may be reported by a variety of reporting avenues:
 - 1.3.1 On a daily basis the Investigator logs onto the Casino Reporting System (CRS) and conducts a review of their assigned sites' incident screen and selects those incidents requiring follow-up;
 - 1.3.2 The Investigator may obtain information from a service provider that requires an incident report be created. i.e. "offsite" information received;
 - 1.3.3 The Investigator may obtain information directly from a BCLC employee, in person or via email or telephone;
 - 1.3.4 The Investigator may obtain information from outside sources requiring an incident report to be created. Example - information received from the Police;
 - 1.3.5 The Investigator may be assigned a BCLC work order from consumer services requiring an incident file to be created;

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- 1.3.6 The Investigator conducts a daily review of the Public Folders titled GPEB Reports and Bingo-GPEB Reports. The Investigator selects those Form 86 GPEB Reports that will require a further Incident Report in CRS and/or site inquiries.
 - 1.3.6.a Investigators file their respective site Form 86 reports to the site's sub folder.
- 1.3.7 The Investigator may receive a phone call from another BCLC employee and/or the site staff of an "escalated" incident currently in process.
 - 1.3.7.a This initial phone call may trigger a need to make immediate inquiries to confirm details of the incident and further escalate the incident as required.
- 1.3.8 Should a Casino or Community Gaming Center report an incident where it is known that there is property in their possession or control that is owned or controlled by or on behalf of a terrorist, terrorist group or a listed person the BCLC Investigator shall:
 - 1.3.8.a Conduct a review of the created incident report and document any and all details surrounding the incident;
 - 1.3.8.b Ensure that the Casino or Community Gaming Centre has sent a Section 86 report to GPEB;
 - 1.3.8.c Notify the BCLC Manager, Investigations or designate;
 - 1.3.8.d Complete and submit a Terrorist Property Report as per FINTRAC Guideline 5: <http://www.fintrac-canafe.gc.ca/publications/guide/Guide5/5-eng.asp>.

[Updated 04/01/2019]

2 TRAINING DUTIES AT SITES

- 2.1 BCLC Investigators shall be responsible for training of Service Provider and BCLC staff at all casinos and community gaming centres for the following:
 - 2.1.1 Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) and Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), conducted annually or bi-annually, including:
 - 2.1.1.a Large Cash Transaction Report requirements and submissions;
 - 2.1.1.b Suspicious Financial Transaction Reports requirements and submissions.
 - 2.1.2 Report writing training course, conducted when required.
- 2.2 At community gaming centres having unmanned surveillance, training is provided to familiarize staff with the requirements of the Security and Surveillance sections of the BCLC Community Gaming Centre Standards, Policies and Procedures, as required.

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	Last Revised Date June 1, 2013	Authorized by Vice President, Corporate Security and Compliance
Section: 3-2.1 BCLC Investigator – On Site Inquiries- INTERNAL		

Section: 3-2.1 BCLC Investigator - On Site Inquiries - INTERNAL

1 GENERAL

- 1.1 The BCLC Investigator (Investigator) shall review the Incidents Reports in CRS and shall contact the site and make arrangements to meet separately with surveillance, security and, if necessary, other Service Provider site staff for any reports requiring further investigation.

2 SURVEILLANCE

- 2.1 The Investigator shall:
- 2.1.1 Attend surveillance to review video footages;
 - 2.1.2 Confirm accuracy of supplemental reports to the actual video footage;
 - 2.1.3 Confirm the timelines of the incident;
 - 2.1.4 Confirm the particulars of the incident, such as participant's actions, intentional vs. accidental, victim(s), witness;
 - 2.1.5 Attempt to obtain a global view of the cause and affect on other patrons, being mindful the video review may exonerate or yield a finding of unfounded to an alleged incident;
 - 2.1.6 If necessary request additional video review and or monitoring from the Surveillance Manager;
 - 2.1.7 Obtain DVD copies of events for investigational purposes;
 - 2.1.8 Determine follow-up requirements.

3 SECURITY

- 3.1 The Investigator contacts the Security Manager to verify and/or confirm incident details:
- 3.1.1 Action taken;
 - 3.1.2 Conversations;
 - 3.1.3 Verbal statements or quotes;
 - 3.1.4 Notes;
 - 3.1.5 Assaults;
 - 3.1.6 Threats;
 - 3.1.7 Disturbances;
 - 3.1.8 Legal documentation such as restraining orders;
 - 3.1.9 Appropriate follow-up required.

4 ON SITE INQUIRIES – OTHERS

- 4.1 The Investigator contacts any other Service Provider or BCLC site staff required for the compilation of further incident details in cases such as cheat at play, exchange of chips/cash, loan sharking, unusual/suspicious activity. These may include, but are not limited to:
- 4.1.1 BCLC Manager, Business Operations;
 - 4.1.2 BCLC Senior Technician;

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- 4.1.3 BCLC Technician;
- 4.1.4 BCLC Gaming Compliance Officer;
- 4.1.5 Table Games Floor Manager;
- 4.1.6 Any other Service Provider staff required; and, if essential,
- 4.1.7 Patron(s);
- 4.1.7.a Service Provider staff may be asked to serve as interpreters, if necessary.

[BCLC titles amended 06/01/2013]

5 EVIDENCE

- 5.1 The Investigator may find it necessary to seize “evidence” based materials, i.e. copies of written statements, copy of video footage, playing cards, broken slot machine glass, damaged components to a slot machine;
- 5.2 The Investigator ensures that the evidence retained on site is properly recorded on the CRS Evidence Tab of the appropriate Incident Report.

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	Last Revised Date December 14, 2012	Authorized by Vice President, Corporate Security and Compliance
Section: 3-3.1 BCLC Investigator – Off Site Inquiries - INTERNAL		

Section: 3-3.1 BCLC Investigator – Off Site Inquiries - INTERNAL

1 OFF SITE INQUIRIES

- 1.1 The Investigator may require the assistance of outside agencies, i.e. ICBC, Immigration, and GPEB.
 - 1.1.1 Depending upon the agency there are specific protocols in place;
 - 1.1.1.a It is important that a BCLC Incident Report number, specific to the inquiry, is provided to the outside agency for their reference; and
 - 1.1.1.b The outside agency's file number requires recording in the CRS Incident Report, for BCLC's reference.
 - 1.1.2 The Investigator shall:
 - 1.1.2.a Contact outside agencies requesting assistance to a BCLC Security investigation;
 - 1.1.2.b Quote the Casino Reporting System (CRS) incident number.
- 1.2 The Investigator may be required to conduct inquiries with Police Officers in regards to police attendance, in which case, they shall:
 - 1.2.1 Quote Police file number;
 - 1.2.2 Refer to "Release of information by Law Information Agencies in British Columbia" letter from BCLC to BC Law Enforcement Agency/Department/Detachment dated December 29, 2011.
 - 1.2.2.a A copy of this letter can be found on the 'Forms - Casino page of the BCLC Intranet (YAK) in the INTERNAL section.
- 1.3 The Investigator may be required to contact a supplier manufacturer, i.e. playing cards, value chips, dice for expertise and/or examination of suspected counterfeited products, in which case, they shall:
 - 1.3.1 Record names and titles of interviewee; and
 - 1.3.2 Request a written examination of findings for the BCLC file.
- 1.4 The Investigator may be required to contact service industries used by the casino or community gaming centre, e.g. armoured car, banking ATM.

[Amended 12/14/2012]

2 LAW ENFORCEMENT REQUESTS TO BCLC SECURITY

- 2.1 Law Enforcement Requests are made pursuant to Section 8(2)(e) of the Privacy Act which authorizes personal information under the control of a government institution (BCLC) to be disclosed to an investigative body upon receipt of a written request.
 - 2.1.1 The law enforcement request must be for the purpose of enforcing any law of Canada or provincial law while carrying out a lawful investigation.
 - 2.1.2 The written request must specify the purpose and describe the information to be disclosed.
 - 2.1.3 The Law Enforcement Request can be made in the form of a letter, email or fax and must contain wording to the effect that the agency is conducting a 'criminal investigation'. This written request must also contain the agency's file number.

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Section: 3-3.1 BCLC Investigator – Off Site Inquiries - INTERNAL		

2.2 BCLC Corporate Security Investigator Responsibilities/Duties

2.2.1 A 'BCLC Only' Incident Report in CRS must be created whenever a Law Enforcement written request is received. The following procedures are to be used when reporting the assistance in the Incident Report:

- 2.2.1.a The Incident Report must be made exclusive to BCLC Corporate Security – Global;
- 2.2.1.b The Law Enforcement written request must be placed into the Incident Report by inserting it into media or a supplemental entry;
- 2.2.1.c All correspondence and/or action taken between BCLC and the Law Enforcement Agency must be documented in supplemental entries;
- 2.2.1.d The BCLC response to the Law Enforcement Agency must be a written response which is then input into the Incident Report in CRS;
 - (1) The BCLC response must identify and itemize the attachments being forwarded to the Law Enforcement Agency.

2.3 The following procedures are to be followed in cases where BCLC Investigators initiate contact with Law Enforcement Agencies for the purpose of providing information about major criminal organizations or activities:

- 2.3.1 The RCMP Criminal Intelligence Section NCO i/c Provincial Intelligence Centre of BC (PICBC) is the designated point of contact;
- 2.3.2 Information being forwarded to this Unit shall be coordinated through the BCLC Investigators assigned to liaison with Law Enforcement Agencies.
- 2.3.3 A 'BCLC Only' Incident Report in CRS will be opened and all correspondence and/or action taken must be documented in the Incident Report.

[Amended 12/14/2012]

2.4 BCLC Investigators are routinely involved with the 'local' Law Enforcement Agencies through the course of daily incidents and occurrences. This inter-agency assistance is encouraged and should continue. Assistance to Law Enforcement during regular incident reviews is to be reported in the Incident Report in CRS created for the incident or occurrence.

- 2.4.1 There is no requirement in these instances to create a 'BCLC Only' Incident Report in CRS.

Redacted for Relevance

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	Last Revised Date	Authorized by Vice President, Corporate Security and Compliance
Section: 3-5.1 BCLC Investigator - Reporting - INTERNAL		

Section: 3-5.1 BCLC Investigator – Reporting - INTERNAL

1 REPORTING

1.1 The Investigator shall:

- 1.1.1 Log onto the Casino Reporting System, and
- 1.1.2 Conduct quality assurance reviews of CRS incidents to ensure reporting compliance, including that report includes:
 - 1.1.2.a Submission of Form 86 reports, if applicable;
 - 1.1.2.b All file participants;
 - 1.1.2.c Completion of subject profiles.
- 1.1.3 Document requests to the site for further information and/or follow up on an Incident.
- 1.1.4 Document investigative follow up on the incident in a supplemental CRS report in chronological time, and dated order;
 - 1.1.4.a Included in the supplemental report are all steps undertaken;
 - (1) CRS file reviews;
 - (2) Subject profile history;
 - (3) Previous recorded incidents;
 - (4) Site and/or BCLC bulletin;
 - (5) Barring history;
 - (6) Site issued warnings;
 - (7) Results of video review, on site, off site, outside agency and or BCLC departmental inquiries;
 - (8) CRS Briefing Log reviews for communications directed to Investigator from other CRS Users.

2 INCIDENT REPORTING – STATUS CATEGORIES

- 2.1 The Investigator will ensure that upon receiving any critical high priority information the Investigator will immediately notify the Manager, Casino Surveillance and Security and/or the VP BCLC Corporate Security.
- 2.2 The types of critical incidents requiring escalation include serious criminal offences, hold-ups, bomb threats, fire evacuation, natural disaster, system wide or site wide technical failure, situations where gaming integrity may be or is suspected of being compromised and situations that could cause concern for the safety or well-being of the casino patrons, staff or BCLC employees.
- 2.3 The Investigator documents the incident report and the status of the investigation. Depending on the investigation and incident, there are a variety of status levels:
 - 2.3.1 The Investigator has completed the investigation and is forwarding a BCLC barring recommendation to Manager, Casino Surveillance and Security for approval.
 - 2.3.2 The Investigator has completed the investigation and is requesting the assistance of the BCLC Casino Security support staff in Kamloops to prepare a confidential "alert"

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bulletin be published and distributed to all BC Casino Sites and selected law enforcement agencies.

2.3.3 The Investigator has reviewed the incident and has submitted a supplemental report noting the incident is recorded for information and/or future reference purposes. This incident is now concluded.

2.3.4 The Investigator is conducting further inquiries and documents that the incident is still under investigation.

2.4 During the investigation, the investigator may indicate an additional requirement for follow up by BCLC or Service Provider staff by requesting data on CRS subject profile comments screen, i.e. "request for ID check", "personal service of BCLC barring documents", "obtain updated photo";

2.4.1 The investigator may change the status of the file and request further follow-up by site personnel via the briefing log;

2.5 If necessary, the Investigator will provide investigational updates to other BCLC Investigators, i.e. robbery suspects, other critical incidents.

3 INCIDENT CHECK LIST:

3.1 Has a Form 86 been submitted?

3.2 CRS Incident Report created?

3.3 CRS Incident details completed (surveillance and security supplemental reports)?

3.4 Are all participants identified (includes LNU's, associates)?

3.5 Subject profiles created and completed?

3.6 Images and documents included in file media, if warranted?

3.7 Suspect detained y/n, Police attendance y/n, any arrests y/n, Police officer name and file number;

3.8 Video/Audio footage saved?

3.9 Seizure of evidence recorded?

3.10 Site barring issued?

3.11 BCLC investigation?

3.12 BCLC barring recommendation?

4 ADDITIONAL BCLC REPORTING REQUIREMENTS:

4.1 The BCLC Investigator shall ensure the following reports are completed as required:

4.1.1 Federal Agencies:

4.1.1.a PCMLTFA – FINTRAC reports - foreign exchange, cash, chips or suspicious transactions pertaining to suspected money laundering;

4.1.1.b PCMLTFA – FINTRAC reports – terrorist property report

4.1.1.c RCMP Proceeds of Crime (copies the FINTRAC reports).

4.1.2 Provincial Agencies:

4.1.2.a Ministry of Families and Children – Unattended Children

4.1.2.b GPEB as per BCLC Casino and Community Gaming Centre Standards, Policies and Procedures.

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- 4.1.3 Suspected counterfeit report, listing currency by denomination, country, serial number;
- 4.1.3.a Secure handling of suspected counterfeit to BCLC Richmond office and turned over to BCLC Security responsible personnel.
- 4.1.4 BCLC Kamloops for issuance of a bulletin alert.

BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-6.1—1
	Last Revised Date September 30, 2014	Authorized by Vice President, Corporate Security and Compliance
Section: 3-6.1 BCLC Investigator – Large Cash Transaction, Foreign Exchange and Disbursement Reporting - INTERNAL		

Section: 3-6.1 BCLC Investigator – Large Cash Transaction, Foreign Exchange and Disbursement Reporting – INTERNAL

[Revisions for automatic electronic filing 09/30/2014]

1 GENERAL

- 1.1 Large Cash Transactions, Foreign Exchanges and Disbursement Reports must be submitted to FINTRAC within fifteen (15) days of creation.
- 1.2 All reports are subject to audit by GPEB and FINTRAC. BCLC Investigators are accountable for the review of all FINTRAC entries to ensure appropriateness, accuracy and timeliness.
- 1.3 If the report has been processed by the FINTRAC software and the BCLC Investigator is subsequently contacted by the Service Provider advising an error had been made (i.e. incorrect dollar amount or report opened in error), the Investigator shall:
 - 1.3.1 Request the Service Provider send a notification to ALL-FinTracDocs and the BCLC Investigator by email, outlining the reason for wanting to delete the report.
 - 1.3.1.a Ensure the Service Provider includes the report file number.
 - 1.3.1.b In the event the responsible Investigator is away, an assigned Investigator shall check the ALL-FinTracDocs special purpose mailbox and ensure the correction is completed.
 - 1.3.2 After receipt of the email notification, delete the report and the Service Provider will have to create a new report with the correct information, or if the report was created in error, then no further action is required by the Service Provider.
 - 1.3.3 Email the site advising you have deleted the report on their behalf.
 - 1.3.3.a A copy shall also be sent to ALL-FinTracDocs and to All Casino & Security Investigators.
 - 1.3.4 Retain a hard copy of the email with the report number and create a file folder with the emails in the event GPED/FINTRAC is trying to track a specific report number.
 - 1.3.4.a Investigators may also create a folder in their personal drives for Deleted reports, if they choose.
- 1.4 All BCLC Investigators, BCLC Manager, Anti-Money Laundering (AML) and Operational Analytics and the BCLC Anti-Money Laundering (AML) Specialist should have "DELETE" authority for reports in the CRS.
- 1.5 The review and verification process will then be repeated for the newly created report.

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	Last Revised Date April 13, 2015	Authorized by Vice President, Corporate Security and Compliance
Section: 3-7.1 BCLC Investigator – Suspicious Financial Transaction Reporting - INTERNAL		

Section: 3-7.1 BCLC Investigator – Suspicious Financial Transaction Reporting – INTERNAL

[Revision for automatic electronic filing 09/30/2014]

1 GENERAL

- 1.1 BCLC Investigators shall review the unusual financial transactions and document all investigative steps taken to determine if the reported unusual financial activity is substantiated.
 - 1.1.1 If substantiated a suspicious transaction report will be submitted to FINTRAC as soon as is practical but no later than 30 days from the time of the transaction.
 - 1.1.2 If not substantiated, the file will be changed to "un-substantiated" and a copy is forwarded to the AML unit's Manager or AML Specialist for review and ultimate decision.
- 1.2 Unusual financial transactions determined to be reportable to FINTRAC as a suspicious transaction report (STR) must be submitted within thirty (30) days of the initial incident.
- 1.3 Any surveillance video footage review of the incident shall be completed before reporting to FINTRAC;
 - 1.3.1 BCLC Investigator shall create a supplemental report in the Casino Reporting System (CRS) outlining investigation and findings to date.

[Amended 04/13/2015]

2 DETERMINING WHETHER TO REPORT AN UNUSUAL TRANSACTION

- 2.1 Investigators should use the following list in conjunction with that provided by FINTRAC's guidelines to determine if an unusual transaction should be considered suspicious and reported to FINTRAC. This list is not considered exhaustive.

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Section: 3-7.1 BCLC Investigator – Suspicious Financial Transaction Reporting - INTERNAL		

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BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-7.1—3
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Redacted for Security

- 2.2 Investigators will review Large Cash Transaction reports on a regular basis to determine whether any buy-ins are outside the normal practice of an individual patron.
 - 2.2.1 If a transaction is deemed unusual for that patron by either the service provider staff or the investigator's review, video footage will be requested by the investigator and an iTrak incident report created.
 - 2.2.2 Further investigation should be done to determine if a suspicious transaction report should be filed and the decision documented with reasons for reporting or not reporting.
- 2.3 Investigators should work to know their patrons and investigate where necessary using appropriate investigative methods to determine if the transaction meets the criteria of a suspicious financial transaction and requires reporting to FINTRAC.
 - 2.3.1 Investigations may include referencing open source data, video, and/or interviews.
- 2.4 Information shared by law enforcement or discovered while monitoring open source data which identifies the individual as being undesirable may be considered for reporting of a Suspicious Transaction;
 - 2.4.1 This may include the information gathered while monitoring business relationships for FINTRAC reporting compliance.
- 2.5 Investigators must document their investigation and their subsequent decision to report or not to report and include in the patron's file located in the BCLC Restricted Master File within the iTrak Reporting System.
- 2.6 Submitting the report to FINTRAC via batch filing
 - 2.6.1 The BCLC Investigator:
 - 2.6.1.a Opens the Unusual Financial Transaction Incident Report in CRS;
 - 2.6.1.b Changes the Category to Substantiated;
 - 2.6.1.c Adds the checklist item 'STR Ready for Submission'; and
 - 2.6.1.d The Incident Report shall be left OPEN.

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- 2.6.1.e The batch file console will be run on a regular basis and checklist items will be added - 'Sent to FINTRAC', and 'Waiting for Response'.
- 2.6.2 The BCLC Investigator shall, on a regular basis, monitor CRS for any report with a status of 'follow-up required' or that has been open for close to 30 days with no action.
 - 2.6.2.a If the BCLC Investigator notices the batch filing process appears to have stalled they shall escalate the information to the:
 - (1) BCLC Information Technology Resource; and
 - (2) BCLC Manager, Anti-Money Laundering (AML) and Operational Analytics or designate.
- 2.7 Submitting the report to FINTRAC via F2R
 - 2.7.1 Once the report is submitted, the FINTRAC F2R reporting system will give an 'Acknowledgement of STR Receipt'. This will include the FINTRAC report number, date and time.
 - 2.7.1.a Print the receipt once the report has been filed. It is important to record the report number, time and date of filing in the event the report has to be retrieved.
 - 2.7.2 Save the receipt to the designated CorpSecProc shared drive.
 - 2.7.3 Print a copy of the receipt and attach it to the FINTRAC Report.
 - 2.7.3.a This step is optional.
- 2.8 After the report has been submitted, the BCLC Investigator shall open the incident in CRS and update the supplemental report. Investigator shall:
 - 2.8.1.a Ensure the supplemental report indicates the report has been submitted to FINTRAC; and
 - 2.8.1.b Enter the FINTRAC report number into the supplemental;
 - 2.8.1.c Indicate in the supplemental that the agencies listed below have been provided with a copy of the narrative.
 - 2.8.1.d The narrative for the Suspicious Financial Transaction report (STR) that is saved by the Investigator shall be sent in the body of an email to the following agencies:
 - (1) RCMP Integrated Proceeds Of Crime Unit at email address - VancouverIPOC.STR@rcmp-grc.gc.ca;
 - (2) GPEB investigations at email address – SGGPEB86ReportingLMD@gov.bc.ca.
- 2.9 Investigators shall notify the Manager, AML & Operational Analytics or designate of any circumstance when a patron for whom a Suspicious Transaction Report has been filed should be investigated for consideration for BCLC Provincial Banning.

BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-8.1—1
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Section: 3-8.1 BCLC Investigator – BCLC Provincial Barrings v.2 - INTERNAL		

Section: 3-8.1 BCLC Investigator – BCLC Provincial Barrings v.2 – INTERNAL

[Amended to version 2 05/05/2016, Position titles amended 04/01/2019]

1 OVERVIEW

Provincial Barrings are requested by BCLC Investigators after the conclusion of an investigation into a specific incident. A secondary review will then be conducted by the BCLC Manager, Investigations or designate who will either approve or deny the request. Once a request is approved, the requesting BCLC Investigator will process the Provincial Prohibition and the Security Administrative Assistant will disseminate the Prohibition to all BC Gaming Facilities.

[Amended 10/11/2016]

2 PROCEDURES

2.1 Investigative:

2.1.1 BCLC Investigator (Investigator) reviews incidents or multiple incidents entered into the Casino Reporting System (CRS) to identify a particular subject's involvement and conclude if a barring is warranted, and shall:

- 2.1.1.a Review all Incident file and surveillance footage available for completeness and accuracy, including supplemental entries by casino staff;
- 2.1.1.b Review CRS subject profile for completeness, accuracy and any related history that may aid in the investigation;
- 2.1.1.c Document incident details, findings, recommendations and conclusions in a supplemental report in the appropriate CRS incident file.
- 2.1.1.d Document if a Provincial Barring is warranted in accordance with BCLC Standards;
- 2.1.1.e Forward an email to BCLC Manager, Investigations (Manager) or designate requesting consideration for Provincial Barring;
 - (1) Email should contain incident file number, SID file number, details of the incident, location where incident took place, any history to support barring and barring recommendation (length and type);

2.1.2 Manager or delegated designate shall:

- 2.1.2.a Review the request, all relevant information and approve or deny a Provincial Barring;
- 2.1.2.b Respond to the requesting investigator, approving or denying the request. If approved, add a supplemental into the corresponding Incident file and created Ban File.

[Amended 10/11/2016]

Redacted for Relevance

BCLC Internal Casino and Community Gaming Centre Standards, Policies and Procedures	Effective Date June 1, 2012	Section Page 3-8.1—2
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Appendix I

Excerpts of the BCLC Surveillance Standards

BCLC Surveillance Standards	Effective Date April 1, 2019	Section Page 1-1.1—1
	Last Revised Date	Authorized by Vice President, Legal, Compliance, Security
Section: 1-1.1 General		

Section: 1-1.1 General - Definitions

1 INTERPRETATION

1.1 In these Surveillance Standards:

- 1.1.1 **"BCLC"** means the British Columbia Lottery Corporation;
- 1.1.2 **"BCLC IP"** means all Intellectual Property Rights which (i) BCLC owns or licensed, (ii) which are acquired, conceived, created, developed or first reduced to practice by or on behalf of BCLC (iii) which are acquired, conceived, created, developed, or first reduced to practice by or on behalf of the Service Provider (or its Personnel or subcontractors or their Personnel) in the course of providing the Services to BCLC, and expressly includes the Computer System, any BCLC Data, BCLC Standards, Games, Lottery Schemes, Licensed IP (from anyone other than Service Provider), registered BCLC trademarks and the Loyalty Programs and BCLC's Promotional Programs and Marketing Programs;
- 1.1.3 **"BCLC Services Manual"** means the document Prescribed by BCLC;
- 1.1.4 **"BCLC Standards"** means any standards, policies, procedures, guides, guidelines and manuals relating to the Services or governing the operation of the Facility and Games, as included in the BCLC Services;
- 1.1.5 **"CCTV"** means a closed circuit television system in which signals are not publicly distributed; cameras are connected to television monitors in a limited area such as a casino;
- 1.1.6 **"Computer System"** means all the software, services, devices, equipment, network resources, data or materials owned or controlled by BCLC and used in the operation, maintenance, monitoring or protection of its business, including:
 - 1.1.6.a (i) the central computer system of BCLC;
 - 1.1.6.b (ii) the gaming management software and infrastructure system as may be specified in the BCLC Standards;
 - 1.1.6.c (iii) the casino reporting system;
 - 1.1.6.d (iv) any computer system used by BCLC to record Game transactions, including bingo cards, bingo tickets or electronic bingo slips issued or validated by a computer terminal;
 - 1.1.6.e (v) computers controlled and maintained by BCLC to which Games in the Facility are connected for the purpose of providing certain instruction and recording data related to the operation of such Games; and
 - 1.1.6.f (vi) any other computer system utilized by BCLC;
- 1.1.7 **"BCLC Data" or "Corporate Data"** means any information, data, or materials (in any format and including metadata) generated, captured, organized, transmitted or recorded in connection with (i) the operation of the Facility, BCLC IP, Gaming Supplies, the Computer System or any Games (wherever and howsoever such data is transmitted or located), and (ii) the Loyalty Programs,

BCLC Surveillance Standards	Effective Date April 1, 2019	Section Page 1-1.1—2
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Section: 1-1.1 General		

including any such information, data or materials generated, captured, organized, transmitted or recorded by the SP Systems; and without limiting the generality of the foregoing, "BCLC Data" includes (A) Player Information, (B) information, data or materials related to the surveillance, monitoring or controlling of access to and operation of the Facility and the Games in the Facility, and (C) information, data or materials created, acquired, developed or generated by or on behalf of the Service Provider in the course of providing the Gaming services, but excludes human resources files maintained in respect of Personnel and SP Surveillance Data;

- 1.1.8 **"Dedicated camera"** means a fixed, video camera, equipped with a lens, used to continuously monitor and record a specified activity or area;
- 1.1.9 **"DVD or DVDs"** means a digital versatile/video disk or digital versatile/video disks, respectively;
- 1.1.10 **"DVD-R"** means a digital versatile/video disk – recordable and rewritable used to record digital video and images;
- 1.1.11 **"DVR"** means a digital versatile/video recorder;
- 1.1.12 **"Facility"** means the portion or portions of the Site Prescribed by BCLC:
 - 1.1.12.a in which Gaming may occur; or
 - 1.1.12.b which are required for purposes of security, surveillance, monitoring or controlling of access to Gaming or otherwise required for BCLC to conduct, manage and operate Lottery Schemes;
- 1.1.13 **"Fixed camera"** means a video camera, equipped with a non-adjustable or manually variable lens, which is installed and aimed to view.
- 1.1.14 **"Games" or "Gaming"** means any Lottery Schemes conducted, managed and operated by BCLC in the Facility pursuant to an agreement with the Service Provider, including the Loyalty Program, slot machine games, table games, electronic table games and such other class of Games as may be conducted, managed and operated by BCLC;
- 1.1.15 **"Gaming Supplies"** means gaming supplies as defined in the Gaming Control Act;
- 1.1.16 **"GPEB"** means Gaming Policy and Enforcement Branch
- 1.1.17 **"Immediate access"** means access without delay and upon demand;
- 1.1.18 **"In-House Surveillance Operating Procedures"** means those surveillance operating procedures issued by the Service Provider or casino that provide site specific surveillance procedures and are approved for internal use by the BCLC Manager, Casino Security and Surveillance or designate;
- 1.1.19 **"Licensed IP"** means any Intellectual Property Rights licensed by BCLC used in connection with the operation of the Facility;
- 1.1.20 **"Logs, forms, reports"** means those standardized logs, forms or reports, approved and/or issued by BCLC for use by Surveillance Departments;

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Section: 1-1.1 General		

- 1.1.21 **"Lottery Scheme"** has the meaning ascribed in section 207(4) of the Criminal Code;
- 1.1.22 **"Loyalty Programs"** means the promotional loyalty programs, which may be Promotional Programs, conducted, managed and operated by BCLC, and which may be amended as Prescribed by BCLC;
- 1.1.23 **"Marketing Programs"** means marketing programs advertising one or more facilities operated by the Service Provider, and do not include Promotional Programs;
- 1.1.24 **"Malfunction"** means any component of the system shall be considered in a state of malfunction if its performance is appreciably diminished from its performance when new or at the time of the installation and approval for use by the BCLC Manager, Casino Security and Surveillance or designate. This includes but shall not be limited to PTZ cameras, which fail to pan, tilt, zoom or focus properly;
- 1.1.25 **"Personnel"** means the individuals who are employees and independent contract personnel and who perform any of the Services;
- 1.1.26 **"Player"** means an individual who participates in Games or has enrolled in the Loyalty Program or any Promotional Program;
- 1.1.27 **"Player Information"** means all Personal Information of the Players and other customers, including all information specifically and uniquely related to Players relating to or arising from their individual participation in Games and enrollment in the Loyalty Program or Promotional Programs;
- 1.1.28 **"Prescribe", "Prescribes" or "Prescribed"** means expressly specified, designated or approved in writing by BCLC;
- 1.1.29 **"Promotional Program"** means incentive programs Prescribed by BCLC that allow a Player to earn points or other incentive rewards (i) as a result of participating in any Game, (ii) that may be redeemed or otherwise utilized by a Player for the purpose of participating in any Game, or (iii) which points or incentive rewards are convertible or exchangeable pursuant to the terms of such incentive program;
- 1.1.30 **"PTZ camera"** means a video camera, equipped with a motorized, variable lens, which possesses, at a minimum, pan, tilt, and zoom capabilities;
- 1.1.31 **"Satellite surveillance equipment"** means surveillance monitors, DVRs, remote selectors and other ancillary equipment located outside the Surveillance Room and used in-house for casino surveillance;
- 1.1.32 **"Sensitive area"** means any area:
 - 1.1.1 Housing currency, coin, chips or cards;
 - 1.1.2 Used for the counting of casino funds;
 - 1.1.3 Used for financial transactions;
 - 1.1.4 Used for key transactions; or

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Section: 1-1.1 General		

- 1.1.5 Otherwise considered a restricted or highly secured area;
- 1.1.33 **"Service Provider"** means a party that has entered into an agreement with BCLC to provide Services;
- 1.1.34 **"Services"** means (i) administering and carrying on the day-to-day operations of the Facility and the Games in the Facility, (ii) all obligations, covenants and agreements of the Service Provider, and (iii) all ancillary services, activities, functions, duties and responsibilities that are necessary or reasonably inherent in the performance of the foregoing operations, obligations, covenants and agreements or otherwise in connection with the proper, secure and efficient operation of Gaming in the Facility;
- 1.1.35 **"Site"** means the whole of the lands and buildings upon which the Facility is located including all ancillary facilities thereto;
- 1.1.36 **"SP Surveillance Data"** means any information, data or materials (in any format) captured or recorded by monitoring, security or surveillance equipment located at the Site (whether or not owned or controlled by BCLC, the Service Provider or any other Person), but does not include BCLC Data or information, data or materials derived directly or indirectly from BCLC Data;
- 1.1.37 **"SP Systems"** means the information technology infrastructure used by or for the Service Provider, including the Service Provider's computers, software, databases, electronic systems (including database management systems) and networks;
- 1.1.38 **"Surveillance Evidence"** means Surveillance footage, and/ or photographs that may be used as evidence in legal or administrative proceedings;
- 1.1.39 **"Surveillance Area "** means the designated, secure area on the casino property that houses the surveillance room, surveillance system and personnel;
- 1.1.40 **"Surveillance Room"** means the designated, secure room on the casino property that houses the surveillance system and personnel;
- 1.1.41 **"Surveillance Standards"** means the standardized surveillance operating procedures approved and issued by the BCLC Director of Security, Privacy & Compliance or designate, for use in Surveillance Departments in British Columbia;
- 1.1.42 **"Surveillance system"** means a system of video cameras, monitors, video printers, switches, selectors and other ancillary equipment used for casino surveillance; and
- 1.1.43 **"Critical Incident"** includes, but is not limited to, an incident of serious Criminal activity, injury and/or violence, substantial CCTV system failure, or major disturbance that impacts a gaming facility
- 1.1.44 **"Randomly Live Monitor"** means monitor and document, on a sporadic basis, any activity or process relevant to the operation of the gaming facility.
- 1.1.45 **"Surveillance Personnel/Employee"** means any employee within the Surveillance Department and/or any employee with authorization and access to Surveillance duties and equipment.

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Section: 1-1.1 General		

1.1.46 “WDR” means a high definition Wide Range camera.

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	Last Revised Date	Authorized by Vice President, Legal, Compliance, Security
Section: 1-2.1 General – BCLC Authority		

Section: 1-2.1 General - BCLC Authority

1 DECISION MAKING

- 1.1 The BCLC Director of Security, Privacy and Compliance or designate shall:
 - 1.1.1 Determine the surveillance standards, policies and procedures to be followed by all Service Providers and Surveillance personnel; and
 - 1.1.2 Have the final determination with respect to the adequacy of the surveillance system in a casino within British Columbia.
- 1.2 The BCLC Director of Security, Privacy and Compliance or designate may require a Service Provider to include additional areas to be monitored by the surveillance system, to ensure the safety of patrons and the integrity of gaming.
- 1.3 In addition to the video recording requirements that are imposed by these Surveillance Standards, each Service Provider shall record all views, activities, and locations as requested, from time to time, by the BCLC Director of Security, Privacy and Compliance or designate.

2 COMPLIANCE

- 2.1 The Surveillance Manager or designate and the Service Provider shall be held responsible for compliance with each section of these Surveillance Standards.

3 POLICY CONTROL LEVEL ALLOCATIONS (PCLA)

- 3.1 BCLC shall be responsible for establishing and maintaining the matrix for use in evaluating risks apparent in each facility in order to apply the appropriate level of policy controls with which each gaming facility must comply.
- 3.2 For the criteria used and the policy control levels established, see Casino and Community Gaming Centre Standards, Policies and Procedures; 1-1.1 General or see BCLC Standards, Article 4-1.1 General, whichever is applicable;
 - 3.2.1 BCLC Representatives can also locate the policy control level allocations in the INTERNAL BCLC Casino and Community Gaming Centre Standards, Policies and Procedures; Section 1 - General, 1-1.1 General – INTERNAL.

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	Last Revised Date	Authorized by Vice President, Legal, Compliance, Security
Section: 1-3.1 General – BCLC Surveillance Review Stations (v.2)		

Section: 1-3.1 General – BCLC Surveillance Monitoring Stations

1 ANNOTATION:

Surveillance stations in the BCLC Office are required for, but not limited to, observing suspicious play, cash transactions, table counts, procedures, procedural anomalies and training. Any information gathered through the use of this station will remain internal information for BCLC.

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3 ACCESS TO BCLC SURVEILLANCE MONITORING STATION

- 3.1 It shall be the responsibility of all BCLC personnel who will be operating a BCLC Surveillance Monitoring Station (an "Authorized User") to ensure that no unauthorized individuals can view the monitor. In addition, the failure to comply, and/or enforce compliance, with the following two sections may result in severe disciplinary action, up to and including immediate termination of employment.

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	Last Revised Date	Authorized by Vice President, Legal, Compliance, Security
Section: 1-3.1 General – BCLC Surveillance Review Stations (v.2)		

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BCLC Surveillance Standards	Effective Date April 1, 2019	Section Page 2-4.1—1
	Last Revised Date January 6, 2020	Authorized by Vice President, Legal, Compliance, Security
Section: 2-4.1 Minimum Standards – Log/Record		

Section: 2-4.1 Minimum Standards – Log/Record

1 GENERAL

- 1.1 All surveillance logs, forms, reports, with the exception of video recordings, shall be retained for a minimum of three (3) years from the date written, unless otherwise specified herein or as directed by BCLC.
- 1.2 The BCLC Director, AML & Investigations, BCLC Director of Security, Privacy and Compliance, their designates, BCLC Investigators, BCLC Gaming Compliance Officers, GPEB Investigators and GPEB Auditors shall have unfettered and immediate access to all security and surveillance information, logs, forms, reports and records at any time.

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	Last Revised Date January 6, 2020	Authorized by Vice President, Legal, Compliance, Security
Section: 2-4.1 Minimum Standards – Log/Record		

3 DAILY LOG

- 3.1 The Service Provider shall maintain a computer generated Daily Log in the Casino Reporting System (CRS) of all activities observed by Surveillance personnel in accordance with BCLC Standards, including any and all suspicious activity.
 - 3.1.1 The Service Provider shall not use any other system or record to document activities observed by Surveillance in the Facility.
 - 3.1.1.a The Service Provider may maintain internal communications logs, provided that they are not used to record information in circumvention of the CRS.

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- 3.3 Daily Log entry shall be created for all the following events:
 - 3.3.1 Activities or individuals that appear unusual or irregular;
 - 3.3.2 Violations or suspected violations of:
 - 3.3.2.a Internal departmental operating procedure;
 - 3.3.2.b BCLC Standards;
 - 3.3.2.c Gaming Control Act and Regulations; or
 - 3.3.2.d Criminal Code of Canada.

- 3.4 Entries shall also be made into the Daily Log to detail, at a minimum, the following:
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- 3.5 Each Daily Log entry that cannot be briefly stated shall be documented in an Incident Report or a Supplemental Report to an existing incident Report.

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Section: 2-4.1 Minimum Standards – Log/Record		

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6 INCIDENT REPORTS

- 6.1 Surveillance personnel shall generate an Incident Report in CRS for, but not limited to, the following circumstances:
 - 6.1.1 Breach of BCLC Standards;
 - 6.1.2 Incidents of theft, cheating at play, unattended children or other criminal code violation;
 - 6.1.3 Variance of cash, chips, or anything of monetary value of \$100.00 or more;
 - 6.1.4 Damage to property belonging to the Service Provider or BCLC;
 - 6.1.5 Situations that could cause concern for the safety or well-being of the casino patrons, staff, or BCLC employees;

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Section: 2-4.1 Minimum Standards – Log/Record		

- 6.1.6 Police, Fire Department, or other emergency services attendance;
- 6.1.7 Release of information to authorized personnel;
- 6.1.8 Other unusual/irregular circumstances of a significant nature;
- 6.1.9 And where required by BCLC Standards.

7 PROCEDURE

7.1 Incident Reports shall include all relevant information. This includes but is not limited to:

- 7.1.1 Date and time of the incident;
- 7.1.2 Date and time the report was written;
- 7.1.3 If applicable, description of the violations or criminal activity;
- 7.1.4 Complete names of all parties (suspects, employees, or other patrons);
 - 7.1.4.a Surnames shall be in upper case letters.
- 7.1.5 Detailed location(s) of incident;
- 7.1.6 Times of relevant events subsequent to the initial incident (if applicable), i.e., time police were called, time police arrived, etc.;
- 7.1.7 Police name(s) and police file number (if applicable);
- 7.1.8 Confirmation that GPEB has been notified (if applicable).

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7.3 For other incidents, the senior person involved or the department supervisor shall complete a separate, supplemental report prior to the end of the shift.

- 7.3.1 Other persons involved in a non-critical incident shall complete a supplemental report within seven (7) days of the occurrence.
- 7.3.2 The BCLC Manager, Investigations or designate shall have the authority to direct other individuals involved in an occurrence to complete a supplemental report on an Incident file, as deemed necessary by BCLC.

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BCLC Surveillance Standards	Effective Date April 1, 2019	Section Page 2-4.1—6
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Section: 2-4.1 Minimum Standards – Log/Record		

- 7.4.1 If the Incident File remains open after the end of the shift, the Service Provider CRS Administrator or designate shall mark the file for follow-up and clearly identify what remains outstanding in the file.

8 REPORTING TO GPEB

- 8.1 The Service Provider has a legal obligation to prepare and send the "Section 86 GC Act Report" to GPEB Investigation Division immediately as per GPEB instructions;
- 8.1.1 In an urgent situation, the Service Provider shall contact their designated GPEB Investigator and follow-up with the Section 86 GC Act Report.
- 8.1.2 At facilities with manned surveillance, the Surveillance department shall compile and submit the Section 86 GC Act Report to GPEB and select the 'Section 86 Form' checklist item on the CRS Incident Report.
- 8.1.3 At facilities with unmanned surveillance, the Facility Manager or his designate shall compile and submit the Section 86 GC Act Report to GPEB and select the 'Section 86 Form' checklist item on the CRS Incident Report.

[Amended 01/06/2020]

9 ESCALATION OF INCIDENTS

- 9.1 In the event of a Critical Incident or other serious or urgent incidents described below, the Service Provider shall contact:
- 9.1.1 Police, Fire Department, Ambulance or other Emergency Services (as applicable);
- 9.1.2 The BCLC Director of Security, Privacy and Compliance or designate and the BCLC Manager, Investigations via Special Purpose Mailbox at CriticalIncidents@BCLC.com
- 9.1.3 The BCLC Representative on site;
- 9.1.3.a If there is no BCLC Representative on site, the BCLC Manager, Business Operations or Regional Operations Manager shall be contacted.
- 9.1.4 GPEB, as above.
- 9.1.5 Customer Support, as applicable. (See also General – System Failure - Technical Incidents, Support and Recovery).
- 9.2 Examples of incidents requiring immediate escalation are (but are not limited to):
- 9.2.1 Hold ups/armed robbery
- 9.2.2 Bomb threats
- 9.2.3 Fire – evacuation
- 9.2.4 Natural disasters
- 9.2.5 Serious criminal activity involving police

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Section: 2-4.1 Minimum Standards – Log/Record		

- 9.2.6 System-wide or site-wide technical failure including CCTV system functionality issues.

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BCLC Surveillance Standards	Effective Date April 1, 2019	Section Page 4-1.1—1
	Last Revised Date	Authorized by Vice President, Legal, Compliance, Security
Section: 4-1.1 Surveillance Staff – Department Function and Structure		

Section: 4-1.1 Surveillance Staff – Department Function and Structure

1 FUNCTION

- 1.1 The Service Provider is responsible for the operation of effective digital surveillance.
 - 1.1.1 It is the responsibility of the Service Provider to ensure the surveillance system is not used in a manner that would either discredit the industry or damage the reputation of BCLC or the Service Provider.
- 1.2 All Service Providers shall ensure;

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- 1.2.3 The DVR / Surveillance System is in operation and functional.
- 1.3 The purpose of the Surveillance Department is:
 - 1.3.1 To develop and maintain a CCTV surveillance system in compliance with the standards prescribed by BCLC; and
 - 1.3.2 To conduct independent and proactive electronic and visual surveillance to:
 - 1.3.2.a Ensure the integrity of gaming operations and financial transactions;
 - 1.3.2.b Protect Service Provider and BCLC assets;
 - 1.3.2.c Protect patrons and employees;
 - 1.3.2.d Ensure the physical security of the premises;
 - 1.3.2.e Safeguard personal property.
 - 1.3.3 In addition, where manned surveillance is prescribed, to conduct independent and proactive electronic and visual surveillance to:
 - 1.3.3.a Support other departments with information serving to best protect assets and aid in improving operations;
 - 1.3.3.b Provide information to Service Provider Executives, other Facility departments and BCLC;
 - 1.3.3.c Detect, document and report:
 - (1) Violations of BCLC Standards, the *Gaming Control Act* and other applicable statutes, directives, rules and regulations;
 - (2) Deviations from systems of internal control and departmental internal procedure; and
 - (3) Cheating at play and other criminal or illegal activity;
 - 1.3.3.d Deter criminal activity and procedural infractions;

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1.3.3.e Promote public confidence that casino gaming is conducted honestly and free of criminal elements and activities; and

1.3.3.f To escalate serious and/or urgent incidents in accordance with the requirements and standards in BCLC Standards - General – Incident Reporting.

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Section: 4-4.1 Surveillance Staff - In-House Surveillance Operating Procedure

ANNOTATION: The In-House Surveillance Operating Procedures shall be site specific and shall provide each Surveillance employee with a uniform understanding of prescribed methods and techniques to be used at their individual site in the performance of job responsibilities.

1 PURPOSE

- 1.1 The purpose of creating specific In-House Surveillance Operating Procedures is to:
- 1.1.1 Establish expectations for employee performance;
 - 1.1.2 Improve quality and consistency of employee performance;
 - 1.1.3 Increase employee versatility by eliminating the indoctrination and orientation time associated with non-standardized procedures; and
 - 1.1.4 Ensure continuity of performance at all levels and across all shifts and functions.

2 REQUIREMENTS

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Section: 5-1.1 Surveillance Duties – Minimum Duties

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2 DAILY DUTIES

- 2.1 At shift turnover, incoming Surveillance and Security/Surveillance employees shall:
 - 2.1.1 Be briefed by outgoing employees as to malfunctioning equipment, on-going situations, advantage players, special surveillance or unusual activities, etc.;
 - 2.1.2 Read the open/outstanding entries in the Daily Log from the previous shifts to bring themselves up to speed;
 - 2.1.3 Check for departmental memos or alerts;
 - 2.1.4 Review the Incident Reports in CRS for Self-Excluded and Excluded (Barred) Patron updates.
- 2.2 When not actively engaged in other work, continually and closely monitor all activities in and around the Facility: pits, Cash Cage, Count Room, slots, etc.;
- 2.3 Scrutinize all areas of the Facility and the Site including the perimeter for:
 - 2.3.1 Unusual or suspicious activities;
 - 2.3.2 Suspicious persons;
 - 2.3.3 Prohibited, excluded and self-excluded patrons;
 - 2.3.4 Deviations from policies, procedures, rules of play;
- 2.6 Document observations of procedural deviations and other issues of non-compliance as required;
- 2.7 Verbally report observations up the chain of command inside the Surveillance Department;
 - 2.7.1 PCL 3 and 4 sites shall report observations via the established chain of command;

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- 2.7.2 If a Surveillance employee is unsure who to report an observation to, the BCLC Director of Security, Privacy and Compliance or designate shall be consulted.
- 2.8 Generate an Incident Report in CRS as per General – Incident Reporting and Escalation for, but not limited to, the following:
 - 2.8.1 Breach of BCLC Standards;
 - 2.8.2 Incidents of theft, cheating at play, or other criminal code violation;
 - 2.8.3 Variance of cash or anything of monetary value of \$100.00 or more;
 - 2.8.4 Damage to property belonging to the Service Provider or BCLC;
 - 2.8.5 Situations that could cause concern for the safety or well-being of the patrons, staff, or BCLC employees;
 - 2.8.6 Police, Fire Department, or other emergency services attendance;
 - 2.8.7 Other unusual/irregular circumstances of a significant nature; and
 - 2.8.8 Where required by BCLC Standards.
- 2.9 PCL facilities 1-4 shall also conduct the following Daily Duties:

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2.9.6 Live monitor and immediately report the following observations, at a minimum,
to the Surveillance Supervisor or designate:

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2.9.7 Live monitor the following observations:

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2.9.9 For Voluntary Self-Excluded or Barred Patrons:

2.9.9.a Upon receiving the information from Security personnel conducting a voluntary self-exclusion application, Surveillance shall:

- (1) If requested by Security, contact the Cage Supervisor and relay the necessary patron identification information so that the Cage Supervisor can process Encore Rewards Player Club member points redemption;
- (2) Monitor the movement of point redemption funds during transport.
- (3) Monitor any automated Alerts for VSE or Barred Patrons.

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