

DEFINITIONS

BCLC means the British Columbia Lottery Corporation.

Elite Status means the Elite membership tier of the Encore Rewards Program.

Encore Rewards Account means the account an Encore Rewards Program member has due to their membership in the Encore Rewards Program.

“Encore Rewards Program” or **“Program”** means the membership and tiered bonus rewards program established by BCLC for players physically present in British Columbia. **Elite Upgrade Package** means the discretionary gift given by BCLC to Qualified Players according to these terms and conditions.

Participating Facility means all British Columbia Casinos and Community Gaming Centres.

Qualified Player is an individual who is 19 years of age or older, that:

- is physically present in British Columbia;
- is an Encore Rewards member; and
- is not:
 - a BCLC or Participating Facility employee or contractor, or a family member, or a household member of such employees or contractors who reside at the same address; or
 - a participant in BCLC’s voluntary self-exclusion program or barred during the Promotion Period a BC Casino, BC Community Gaming Centre, or PlayNow.com.

HOW TO CLAIM THE ELITE UPGRADE PACKAGE

Qualified Players must visit Guest Services at any Participating Facility (or the Cash Cage depending on the Participating Facility) and may receive an Elite Upgrade Package if they:

- (a) hold an Elite Tier Membership Status on their Encore Rewards account; and
- (b) have not previously received an Elite Upgrade Package.

ELITE UPGRADE PACKAGE

1. Qualified Players are eligible to receive a maximum of one (1) Elite Upgrade Package throughout the duration of their membership in the Encore Rewards Program. For clarity, the foregoing restriction applies at any time the Qualified Player is an Encore Rewards Program member. For example, if a Qualified Player attains Elite Status and receives the Elite Upgrade Package, and then loses their Elite Status, a subsequent attainment of Elite Status will not be eligible for receiving the Elite Upgrade Package. Similarly, if a Qualified Player cancels their membership in the Encore Rewards Program, a subsequent revival of their membership in the Encore Rewards Program and attainment of Elite Status will not be eligible for receiving the Elite Upgrade Package.
2. BCLC reserves the right to determine the value of the Elite Upgrade Package at its sole discretion and may change or alter the Elite Upgrade Package offered from time to time.
3. Elite Upgrade Packages are provided on a first come, first served basis, subject to availability while supplies last. The Elite Upgrade Package is not for resale and will not be replaced if lost or stolen.

GENERAL CONDITIONS

4. By participating in this promotion, Qualified Players agree to be bound by these terms and conditions.
5. Elite Upgrade Packages are provided on an “as-is” basis, without further warranty of any kind. BCLC disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose with respect to the Elite Upgrade Package.
6. BCLC is not liable for lost, stolen, damaged, or unregistered Encore Rewards card.

7. Encore Rewards cards must not be transferred. If an Encore Rewards member distributes their Encore Rewards card to other players, they will not be eligible to participate in this promotion or receive an Elite Upgrade Package and may have their Encore Rewards membership revoked. The person who uses another person's Encore Rewards card is also disqualified from participation in this promotion and is not eligible to receive an Elite Upgrade Package.
8. BCLC reserves the right to not award any Elite Upgrade Package in the event that the integrity of all, or a part, of the promotion is compromised. Such a compromise shall include, but is not limited to, computer error, slot machine malfunction, fraud, deception, misrepresentation or misuse.
9. BCLC may, at its sole discretion, and without liability to any person, including a Qualified Player, alter, amend, suspend, or cancel this promotion at any time.
10. BCLC shall not be liable to any person for loss or damage to person or property resulting from or connected with acts or omissions of BCLC, any Participating Facility, or a service provider.
11. Each Qualified Player is responsible for ensuring that their Encore Rewards Member profile is accurate and up-to-date and has current and correct contact information, including a telephone number and email address at which the Qualified Player can be contacted.
12. IN NO EVENT WILL BCLC, A PARTICIPATING FACILITY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES OR AFFILIATES (TOGETHER, THE "RELEASED PARTIES") BE LIABLE FOR, AND EACH QUALIFIED PLAYER HEREBY RELEASES THEM FROM, ANY DAMAGES, LOSSES OR OTHER AMOUNTS OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING FROM OR IN CONNECTION WITH THIS PROMOTION OR AN ELITE UPGRADE PACKAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED PARTIES WILL NOT BE LIABLE FOR DIRECT, GENERAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR ANY OTHER LOSSES OR DAMAGES, EVEN IF A RELEASED PARTY SHOULD HAVE BEEN AWARE THAT SUCH LOSS OR DAMAGE COULD OCCUR.
13. BCLC will not be liable for and may adjust or cancel your Encore Rewards point balance where Encore Rewards points have accrued due to malfunction, operator error, misrepresentation, fraud, misuse or any other reason BCLC deems valid.
14. All BCLC decisions are final and binding. BCLC reserves the right to deem ineligible for an Elite Upgrade Package any person that does not comply with these terms and conditions.
15. This Promotion is subject to the Encore Rewards Membership Terms and Conditions as set out on www.CasinosBC.com, the PlayNow.com Player Agreement, and the Rules and Regulations Respecting Lotteries and Gaming as set out on <https://corporate.bclc.com/what-we-do/bclc-gambling-rules-and-regulations.html>.

PRIVACY NOTICE – In British Columbia

- Personal information related to your Encore Rewards Account will be collected in accordance with the Freedom of Information and Protection of Privacy Act, British Columbia and will be used, accessed, disclosed and stored by BCLC, or a Participating Facility, and their respective service providers both inside and outside of Canada:
 - a. to administer the Encore Rewards Program, which includes distributing information about your Encore Rewards Account;
 - b. to enable access to a BC Casino or Community Gaming Centre;
 - c. to administer and communicate with you about your Encore Rewards Account;
 - d. if you consent, to distribute relevant content, offers and promotional communications relating to BCLC's and the BC Casino or Community Gaming Centres' products and services to you;

- e. to administer contests and promotions;
 - f. to administer responsible gaming programs, if you enroll in a program;
 - g. for research, survey and statistical purposes;
 - h. to customize the content and delivery of products, services and marketing;
 - i. to expedite enrolment in other services provided by BCLC and BC Casino or Community Gaming Centres that may be of interest to you;
 - j. to maintain the security of CasinosBC.com, and for investigative purposes;
 - k. to enforce agreements, to comply with applicable laws and legal processes, including providing information as required by our regulators, law enforcement or other agencies; and
 - l. to support public health recommendations or requirements.
- By accepting these Terms, you agree that BCLC, or a Participating Facility, and their respective service providers may use, access, disclose and store your personal information both inside and outside Canada for the above purposes.
 - BCLC is committed to protecting your privacy. If you have any questions about the collection or use of your personal information, please contact the BCLC Customer Support Centre at 74 West Seymour Street, Kamloops, BC, V2C 1E2, telephone 1-866-815-0222 or www.bclc.com.