

Lottery Gift Cards Official Terms and Conditions

Ontario Lottery and Gaming Corporation

Eligibility and Use of Gift Cards

1. These Lottery Gift Cards Official Terms and Conditions (the “**Terms**”) govern the use of all Ontario Lottery and Gaming Corporation (“**OLG**”) Lottery Gift Cards issued by OLG (each, a “**Gift Card**” and collectively, the “**Gift Cards**”). Any person who accepts, possesses, purchases, redeems or otherwise uses a Gift Card agrees to be bound by these Terms.
2. To be eligible to use a Gift Card at any of OLG’s participating lottery retailers (each, a “**Lottery Retailer**” and collectively the “**Lottery Retailers**”), a customer must: (i) be 18 years of age or older; and (ii) not be an officer, director or employee of OLG or the Alcohol and Gaming Commission of Ontario (“**AGCO**”) (all as determined by OLG in its sole discretion).
3. The Gift Card is purchased with a pre-defined dollar value or is loaded with a dollar value that can be used for future purchases at a Lottery Retailer. Some Gift Cards may be used for purchases on any OLG lottery product while others must be redeemed for a specific product. Gift Cards cannot be used to purchase lottery products on PlayOLG.ca or to purchase OLG Casino Sports lottery products. The dollar value that you load on your Gift Card is a pre-payment only. No deposit account, credit line or overdraft protection is associated with the Gift Card. Unless otherwise required by law or permitted by these Terms, any amount on your Gift Card is non-refundable and may not be redeemed for cash at a Lottery Retailer, or at any other OLG services and/or locations. No interest, dividends, or any other earnings on funds deposited onto the Gift Card will accrue or be paid or credited to you by a Lottery Retailer or OLG. The value associated with the Gift Card is not insured by either the Canadian Deposit Insurance Corporation (CDIC) or the Federal Deposit Insurance Corporation (FDIC).
4. Use of a Gift Card is limited to Lottery Retailers. OLG reserves the right to refuse issuing, reissuing, or allowing the redemption of a Gift Card for any reason whatsoever, including, but not limited to suspicion of fraud, theft, or any attempt thereof, or any other illicit activity associated with the Gift Card(s).

Registering Value and Loading Value on Your Card

5. Once you have purchased your Gift Card, the Gift Card will automatically be activated within 24 hours and may be used thereafter. Gift Card has no value until activated by cashier.
6. Certain Gift Cards can have a dollar value loaded on the Gift Card at a Lottery Retailer using cash, an approved credit card, or debit card (where available). You must load a minimum of five dollars (\$5 CAD) to a maximum of one hundred dollars (\$100 CAD) to your Gift Card. The Gift Card can hold only a maximum of one hundred dollars (\$100 CAD) at any given time. OLG may change these maximum or minimum amounts at any time in its sole discretion.
7. All amounts loaded on your Gift Card are held and denominated in the Canadian (CAD) currency.
8. Gift Cards, or products purchased with it, cannot be exchanged for cash. If Gift Card is lost, stolen, or used without authorization, it will not be replaced.
9. Unredeemed Gift Cards that are no longer valid, as determined by OLG, can be exchanged for cash or for their equivalent cash value.

Prohibitions on Use

10. Resale or other distribution of a Gift Card or use for unauthorized advertising, marketing, sweepstakes, or other promotional purposes is strictly prohibited.
11. As noted above in Term 3, Gift Cards cannot be redeemed on PlayOLG.ca or for OLG Casino Sports lottery products

Fees and Expiration

12. OLG does not charge any fees for the issuance, activation, or use of your Gift Card.
13. Gift Cards do not have an expiration date.

Receipts and Statements

14. Cardholders are not sent statements of itemized transactions from OLG or from a Lottery Retailer. The account balance for your Gift Card may appear on your receipt from a point-of-sale register or from the lottery terminal. Customers will need to have their Gift Card(s) available in order to check their Gift Card(s) balance. When you use your Gift Card, you will be offered a receipt, but will not be asked to sign the receipt. The receipt will indicate that the purchase was made using a Gift Card and will provide the remaining balance of your Gift Card. You will need to produce your receipt(s) in the event of a balance dispute. OLG makes no warranty regarding the accuracy of the balance on the receipts issued.

Billing Errors, Corrections

15. OLG reserves the right to correct the balance of your Gift Card account if we believe that a clerical, billing or accounting error occurred. OLG shall have no liability for any billing error unless you provide us notice within thirty (30) days of the date of the transaction in question.

Liability for Unauthorized Transactions and Lost or Malfunctioning Gift Cards

16. You are responsible for all transactions associated with your Gift Card, including unauthorized transactions. OLG is not responsible for Gift Cards that are lost, reproduced, stolen, damaged, destroyed, altered, used without the Gift Card holder's authorisation, or in any other way rendered unusable.
17. In the event OLG is found liable, then any interested party shall only be entitled to recover actual and direct damages, not to exceed the monetary equivalent value of the last balance on the Gift Card. OLG shall have no liability for any incidental, indirect or consequential damages arising of or in any way connected with the Gift Card, even if OLG has been advised of the possibility of such damages.

General

18. OLG, the AGCO, and each of their respective parent companies, subsidiaries, affiliates, and any entity involved in the development, production, administration, or fulfillment of the Gift Card program, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") are not responsible for commencing, continuing or completing the program in the event of circumstances beyond OLG's control, and OLG may, at its sole discretion, change or alter this program (and/or amend these Terms), as OLG deems necessary in its sole discretion. Without limiting the generality of the foregoing, OLG, in its sole and absolute discretion, reserves the right to amend the timing of any other element of this program to satisfy any customer service or promotional integrity issues resulting from uncontrollable or unforeseeable circumstances.
19. OLG reserves the right, in its sole discretion, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Terms, to the extent necessary, for purposes of verifying compliance by any participant or other information with these Terms, or as a result of any problems, or in light of any other circumstances which, in the opinion of OLG, in its sole discretion, affect the proper administration of the program as contemplated in these Terms, or for any other reason.
20. OLG reserves the right to change or alter this program, as it deems appropriate, including, but not limited to, making changes or alterations to these Terms relating to the accommodation of participants in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*.
21. If a customer self-excludes or is trespassed, he/she is not permitted to enter the grounds at OLG slots and casinos locations to redeem the Gift Card balance.
22. The invalidity or unenforceability of any provision(s) of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed as if the invalid or illegal provision were not contained herein.
23. This Gift Card is subject to all applicable federal, provincial and municipal laws. Void where prohibited or restricted by law. The decisions of OLG with respect to all aspects of this program are final and binding on all customers without right of appeal.

24. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of customers, OLG or any of the other the Released Parties in connection with the program will be governed by and construed in accordance with the domestic laws of the province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this program.
25. Any waiver by OLG of the strict observance, performance or compliance by a customer with any of the provisions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of OLG as a result of any other failure to observe, perform or comply with these Terms. No delay or omission by OLG in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.
26. These Terms represent the complete and exclusive agreement between users of the Gift Card(s) and OLG, and supersedes all prior proposals and all other terms and agreements. In the event of any discrepancy or inconsistency between these Terms and disclosures or other statements contained in any program-related materials and/or any instructions or interpretations of these Terms given by any representative of OLG, the provisions of these Terms shall prevail, govern and control to the fullest extent permitted by law.
27. Headings herein are for convenience of reference only and shall in no way affect the interpretation of these Terms.

For any questions relating to this program, please contact the OLG Support Centre at 1-800-387-0098.

Cette information est aussi disponible en français en composant le 1-800-387-0098.