

# Official Rules and Regulations

## #SOBIGITSGIANT Social Contest

Ontario Lottery and Gaming Corporation  
April 1-May 23, 2019

### PROMOTION ELIGIBILITY AND CHANCES OF WINNING:

1. The #SOBIGITSGIANT Social Contest (the “**Promotion**”) is governed by these Official Rules and Regulations (each section, a “**Rule**” and collectively, the “**Rules**”) and is sponsored by the Ontario Lottery and Gaming Corporation (“**OLG**”). The Promotion is managed by the T1 Agency (the “**Contest Administrator**”), acting on behalf of the OLG for the purpose of this Promotion. This Promotion is open to residents of Ontario, who (at the time of participation) are: (i) eighteen (18) years of age or older; (ii) have or will obtain a valid Twitter account ( an “**Account**”) that is or will be open and public in accordance with Rule 9.4; and (iii) not self-excluded or trespassed, all as determined by OLG in its sole discretion. Volunteers, employees, officers and directors (and those with whom such persons are living, whether related or not) of OLG, the Alcohol and Gaming Commission of Ontario (“**AGCO**”), Maple Leaf Sports & Entertainment Partnership (“**MLSE**”), the Contest Administrator and any of OLG’s advertising, promotion and contest management agencies are not eligible to participate, nor are any employees of a service provider or any other designate operating lottery schemes on OLG’s behalf, or any affiliate thereof.
2. This Promotion is intended to be conducted separately and with this distinct set of Rules from all other offers and promotions being administered by OLG and/or the Contest Administrator.
3. Each eligible participant acknowledges and agrees that MLSE’s sole and exclusive role in the Contest is that of Prize supplier and that MLSE is in no way responsible for the administration of the Contest or the selection of winner. (Prize supplier specifically for the Team Prize and Show Prize (the concert experience only)).
4. In the event that a participant does not meet the eligibility requirements as set forth herein, OLG and/or the Contest Administrator has the right, in its sole discretion, to disqualify the participant from participating in the Promotion and will have no obligation to award a Prize (as defined below in Rule 13) in relation to that participant.
5. The chances of winning a Prize (as defined below in Rule 13) in this Promotion is dependent on the number of eligible Entries (as defined below in Rule 9) submitted and received in accordance with these Rules.
6. This Promotion takes place online on the following OLG social media page(s): (i) Twitter: @OntarioLottery (<https://twitter.com/ontariolottery>); and By participating in this

Promotion, participants agree to comply with all applicable Twitter terms, rules, guidelines and policies.

7. This Promotion is in no way sponsored, endorsed or administered by or associated with Twitter. By participating in this Promotion, you understand that you are providing your information to OLG and not to Twitter. Twitter is completely released of all liability by each participant in this Promotion. Any questions, comments or complaints regarding the Promotion must be directed to OLG and not Twitter. You may only use one (1) Account to participate in this Promotion.
8. Any personal information provided to or collected by OLG, the Contest Administrator or any 3rd party promotion administrator, including, but not limited to, participants' contact information, is collected pursuant to the *Ontario Lottery and Gaming Corporation Act, 1999* and is intended to be used for the following principal purposes: to conduct and administer the Promotion by OLG or through the Contest Administrator or any other 3rd party promotion administrator, including, but not limited to, the awarding of prizes and referring to such personal information in messages left for a participant; to announce a winner's Twitter username on OLG's Twitter pages once he/she has been confirmed as a winner; and to comply with legal requirements. For further information call OLG at 1-800-387-0098.

#### **HOW TO EARN ENTRIES (NO PURCHASE NECESSARY):**

9. The Promotion begins on April 1, 2019 at 12:00am (EST) and ends on May 23, 2019 at 11:59pm (EST) (the "**Promotional Period**").
10. During the Promotional Period, eligible participants may follow the steps outlined in Rule 9.1 – 9.7 to earn an entry (each, an "**Entry**" and collectively, the "**Entries**") to the Promotion:
  - 10.1 Access the OLG Twitter page (See Rule 5). Standard data rates apply to participants who choose to participate in the Promotion via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.
  - 10.2 To be eligible to earn an Entry, an eligible participant must, during the Promotional Period:
    - a) use his/her Account to post a photo, video or text, using the hashtag #SOBIGITSGIANT on Twitter, and
    - b) in the post include an answer to the question: 'What is your idea of a Giant Night Out?' (each, a "**Response**" and collectively, "**Responses**")
  - 10.3 To be eligible, the Response must:
    - a) be written in English or French;
    - b) include the hashtag #SOBIGITSGIANT;
    - c) follow OLG's Twitter [@OntarioLottery] page;
    - d) be in accordance with Rules, including, but not limited to, the specific submission requirements listed below in Rule 11; and

- e) comply with all applicable terms, rules, policies and guidelines of Twitter (all as determined by OLG in its sole discretion).

**10.4** IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THE PROMOTION THE ACCOUNT USED TO ENTER THE PROMOTION MUST BE OPEN AND PUBLIC UNTIL June 30, 2019. If the Account used to enter the Promotion is private and/or closed on or before June 30, 2019 then any Entries associated with that Account will be declared null and void.

**10.5** An eligible participant can earn a maximum of one (1) Entry in relation to this Promotion, regardless of how many Responses he/she submits. Under no circumstances whatsoever will an eligible participant be permitted to earn more than one (1) Entry in this Promotion.

**10.6** Any Response that does not comply with these Rules (including, but not limited to, the specific submission requirements listed below in Rule 10) and/or the applicable Twitter terms, rules, guidelines and policies (all as determined by OLG in its sole discretion) will be deleted and will not be eligible for an Entry in this Contest.

**10.7** If it is discovered by OLG and/or the Contest Administrator (using any evidence or other information made available to or otherwise discovered by OLG) that anyone has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, identities, email addresses, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Promotion; then he/she may be disqualified from the Promotion in the sole discretion of OLG. OLG, the AGCO, the Contest Administrator, MLSE, Live Nation Canada, Inc., Twitter Inc., OLG's advertising, promotion and contest management agencies and the designated vendor, and each of their respective parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, administration, or fulfillment of the Promotion, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole discretion of OLG: (i) the Entry is not submitted and received in accordance with these Rules; and/or (ii) the Response accompanying the Entry is not in compliance with these Rules (including, but not limited to, the specific submission requirements listed below in Rule 11) and/or the applicable Twitter terms, rules, guidelines and policies (all as determined by OLG in its sole discretion).

**11. BY SUBMITTING AN ENTRY, EACH ELIGIBLE PARTICIPANT AGREES THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE RESPONSE) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING:**

- a) THE USE OF ANY ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE RESPONSE);

- b) PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITIES;
- c) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR
- d) IF DECLARED A WINNER, ANY PRIZES (INCLUDING ANY USE OR MISUSE OF ANY PRIZES).

THE RELEASED PARTIES SHALL BE HELD HARMLESS BY EACH ELIGIBLE PARTICIPANT IN THE EVENT IT IS DISCOVERED THAT THE ELIGIBLE PARTICIPANT HAS DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE TWITTER RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE PROMOTION AND/OR AWARDING OF ANY PRIZES.

12. By participating in this Promotion, each eligible participant hereby warrants and represents that any Response he/she submits:
- a) is original to him/her and that the eligible participant has obtained all necessary rights in and to the Response for the purposes of entering such Response in the Promotion;
  - b) does not violate any law, statute, ordinance or regulation;
  - c) does not contain any reference to or likeness of any identifiable third parties;
  - d) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
  - e) is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than OLG; any identifiable trade-marks and/or brand names (other than those of OLG); conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by OLG and/or the Contest Administrator in its sole discretion.
13. OLG and/or the Contest Administrator, its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Responses. Any Response that the Reviewer deems, in its sole discretion, to violate the terms and conditions set forth in these Rules and/or the Twitter terms, rules, guidelines and policies are subject to disqualification. The Reviewer reserves the right, in its sole discretion at any time and for any reason, to request an entrant to modify, edit and/or re-submit his or her Response to ensure that the Response complies with these Rules and/or the Twitter terms, rules, guidelines and policies, or for any other reason. If such an action is necessary at any point during or after the Promotion, then OLG reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Response (and therefore the corresponding Entry and/or the associated eligible participant) – to ensure that the Promotion is being conducted in accordance with the letter and spirit of these Rules. By entering the Promotion and submitting an Entry, each eligible participant:

- a) without limiting the Twitter terms, rules, guidelines and policies, grants to OLG, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Response, in whole or in part, for advertising or promoting the Promotion or for any other reason;
- b) waives all moral rights in and to his/her Response in favour of OLG (and anyone authorized by OLG to use such Response); and
- c) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Response, including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related or other cause of action whatsoever.

#### **PRIZES AND PRIZE DRAWS:**

14. There will be a total of one (1) prize available to be won in this Promotion (each, a “Prize” and collectively, the “Prizes”), The winner will be able to choose between one (1) of three (3) Prizes available as follows:

- (a) **GIANT TEAM:** An exclusive experience at the Toronto Raptors 2019-2020 season home opener in October of 2019 (exact date to be determined) – including but not limited to a suite at the Scotiabank Arena (40 Bay Street, Toronto, Ontario) for the winner and up to ten (10) friends to watch the game, Raptors jerseys (specific size, style and player to be determined by OLG and MLSE), food & non-alcoholic beverages and a hotel stay for one (1) night (one room double occupancy in Toronto, Ontario. Specific hotel to be determined by OLG).
- (b) **GIANT SHOW:** A concert experience, including but not limited to a suite at Scotiabank Arena (40 Bay Street, Toronto, Ontario), for a concert of the winner’s choice taking place between June 30, 2019 and December 31, 2019 for the winner and up to ten (10) friends, food & non-alcoholic beverages, artist merchandise (subject to availability and determined by Live Nation and OLG) and a hotel stay for one (1) night (one room double occupancy in Toronto, Ontario. Specific hotel to be determined by OLG).
- (c) **GIANT TRIP:** A weekend getaway at a cottage in Ontario for the winner and up to ten (10) friends – included but not limited to accommodation for two (2) nights and three (3) days, transportation to and from the cottage for the winner and all guests as well as a personal chef and catering for the weekend. Location to be determined.

Each Prize will have an approximate value of twenty thousand Canadian Dollars (\$20,000.00 CAD).

15. Guests must be eighteen (18) years of age or older at the time of the Entry submission and will be required to sign an OLG declaration and release as part of the Prize redemption process (as described in Rule 24).

16. For the “Team” and “Show” Prizes, round-trip limousine transportation to the Scotiabank Arena is provided for both the Prize winner and his/her guests if they reside in the Greater Toronto Area region. For greater clarity, the Greater Toronto Area region consists of the cities Toronto, Hamilton, and the four regional municipalities of Durham, Halton, Peel and York. The timing and method of transportation may be subject to OLG’s change without notice and at its sole and absolute discretion.
17. For the “Giant Trip” Prize, the Prize winner and his/her guests will be required to travel to Union Station at 65 Front Street West in Toronto, ON M5J 1E6 for transportation to the cottage. The timing and method of transportation may be subject to OLG’s change without notice and at its sole and absolute discretion.
18. **PRIZE DRAW AND WINNER SELECTION:** On June 7, 2019 at OLG’s head office at 4120 Yonge Street, Toronto ON, M2P 2P8, OLG will select by way of electronic draw (the “**Draw**”) one (1) winning Entry and three (3) back-up entries. In the event that a selected Entry is ineligible to win the Prize, the first back-up Entry will be deemed to have been the drawn Entry. In the event that the first drawn back-up Entry is ineligible to win the Prize, the second drawn Entry will be deemed to have been the drawn Entry. In the event the second drawn Entry is ineligible to win the Prize, the third drawn Entry shall be deemed to be the drawn Entry. In the event that the third drawn Entry is ineligible to win the Prize, there shall be no obligation to award the Prize to anyone, but OLG may, in its sole and absolute discretion, redraw three (3) backup Entries.
19. The eligible winner will be notified that he/she is eligible to win via Twitter post that is posted by or on behalf of OLG on the applicable OLG Twitter or page (each, an “**Eligible Winner Post**” and collectively, “**Eligible Winner Posts**”). The Eligible Winner Post will include instructions to contact OLG’s Social Community Manager by a specific date and time to remain eligible to win the applicable Prize.
20. If the eligible winner does not respond to OLG’s Social Community Manager in accordance with the instructions and time limit specified in the applicable Eligible Winner Post, then he/she will no longer be eligible to receive the applicable Prize. In any such case, OLG and/or the Contest Administrator reserves the right, in its sole discretion and time permitting, to select an alternate eligible participant from among the remaining eligible Entries received in accordance with the applicable procedures outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).
21. In order to be confirmed as the winner of the applicable Prize, after responding to OLG’s Social Community Manager the eligible winner must:
- a. present valid government issued photo identification (as determined by OLG) to OLG’s Social Community Manager and/or the Contest Administrator (as instructed by OLG or the Contest Administrator), and
  - b. correctly answer a mathematical skill-testing question without mechanical or other aid. Without limiting the generality of the foregoing, OLG reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

- 22.** If an eligible winner:
- a. fails to correctly answer the skill-testing question;
  - b. cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or
  - c. is determined to be in violation of these Rules (all as determined by OLG and/or the Contest Administrator in its sole discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and OLG and/or the Contest Administrator reserves the right, in its sole discretion and time permitting, to select an alternate eligible participant from among the remaining eligible Entries in accordance with the applicable procedures outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).
- 23.** Prizes are non-transferable and must be accepted as awarded. OLG reserves the right, in its sole discretion, to substitute any Prize or a component thereof with a prize or prizes of equal or greater retail value.

**GENERAL RULES:**

- 24.** Entries that have been obtained through fraudulent means or which are altered, reproduced, or irregular (all as determined by OLG or The Contest Administrator in their sole discretion), are subject to disqualification. The Released Parties will not be responsible for Entries, Responses, Eligible Winner Posts, communications, or prize claims which are lost, destroyed, misdirected, deemed unavailable, as determined by Canada Post, or delayed for any reason whatsoever, or for any incorrect or inaccurate data, any incorrect or inaccurate capture of Entry or other information, technical malfunctions, human or technical error, visual or printing errors, or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone, computer line or network, computer equipment, software or any combination thereof. Where such failures cannot be corrected immediately or within a reasonable time frame (as determined by OLG or the Contest Administrator in its sole discretion) to allow for a continuation of the Promotion, OLG or the Contest Administrator may, at its option, use a manual back up system and/or disqualify the affected participant(s). All decisions of OLG with respect to this Promotion are final and binding without right of appeal.
- 25.** A selected eligible participant and their guests may, in the sole discretion of OLG, be required to sign, before receiving a prize, a declaration and release, confirming (among other things) Promotion eligibility and compliance with these Rules, and releasing the Released Parties from any liability in connection with the conduct of the Promotion and/or the awarding of any prize.
- 26.** OLG is not responsible for commencing, continuing or completing the Promotion, or awarding any prize in the event of circumstances beyond OLG's control, and OLG may, at its sole discretion, change or alter this Promotion (and/or amend these Rules), as OLG deems necessary in its sole discretion. Without limiting the generality of the foregoing, OLG, in its sole discretion, reserves the right to amend the timing of any element of this Promotion to satisfy any customer service or promotional integrity issues

resulting from uncontrollable circumstances, and this includes, but is not limited to, the right to similarly extend the time period(s) available to participants to receive and/or redeem a prize.

- 27.** The Released Parties assume no responsibility for the failure, interruption or delay of any Entry, Response, Eligible Winner Post, email or other communication to be received, captured or recorded for any reason; any computer viruses, time bombs, logic bombs and any other implanted devices of a like or similar nature that may arise or occur in connection with the Promotion; problems with the function of any website or website feature howsoever caused; the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data or software, online systems, servers or access providers; any functionality lost due to not having cookies enabled; traffic congestion on the Internet; the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer “hackers”; or any combination thereof, as a result of participation in this Promotion.
- 28.** OLG reserves the right to deny a participant or reject a participant once accepted, for any reason which, in its sole judgment and discretion, it deems proper. OLG will have no obligation to award any prize to such participants.
- 29.** No substitutions or equivalent cash payments will be made, save for OLG’s right, at its sole discretion, to make substitutions of equivalent or greater value. Except as specifically provided herein, an unclaimed prize will not be awarded.
- 30.** OLG may, at its sole discretion, disqualify any participant and seek damages and/or other relief, to the fullest extent permitted by law, from all persons responsible for any attempt to tamper or interfere with or undermine the administration, security or legitimate operation of this Promotion.
- 31.** All participants must present valid government-issued photo identification upon request.
- 32.** OLG reserves the right to change or alter this Promotion, as it deems appropriate, including, but not limited to, making changes or alterations to these Rules relating to the accommodation of participants in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*.
- 33.** These Rules govern this Promotion and must be followed by all participants at all times. By agreeing to participate in the Promotion, all participants agree to comply with, and be legally bound by, these Rules.
- 34.** All references to times and dates reflect Eastern Time.
- 35.** This Promotion is subject to the laws of the province of Ontario and the federal laws of Canada, as applicable.
- 36.** OLG reserves the right, in its sole discretion, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any eligible participant, Entry, Response and/or other



information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of OLG, in its sole discretion, affect the proper administration of the Promotion as contemplated in these Rules, or for any other reason.

37. In the event of any discrepancy or inconsistency between the Rules as stated herein and disclosures or other statements contained in any Promotion-related materials, the Rules as stated herein shall prevail, govern and control to the fullest extent permitted by law.
38. Headings in these Rules are for convenience purposes only and do not affect the interpretation of the terms contained herein.
39. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed as if the invalid or illegal provision were not contained herein.
40. OLG and the Contest Administrator reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to OLG – including, without limitation, government-issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Promotion; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Response or other information entered (or purportedly entered) for the purposes of this Promotion; and/or (iii) for any other reason OLG deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of OLG or the Contest Administrator within the timeline specified by OLG or the Contest Administrator may result in disqualification in the sole discretion of OLG. The sole determinant of the time for the purposes of this Promotion will be The Contest Administrator's official clock(s).
41. ANYONE DEEMED BY OLG TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE DISCRETION OF OLG AT ANY TIME.

**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.**