

OLG SOCIAL MEDIA PARTICIPATION POLICY

DEFINITIONS

Content: means any form of information that is contained in or otherwise expressed through any form of media (whether now known or hereinafter devised) – including, but not limited to: comments; posts; texts, photographs; images; videos; audio files; icons; designs; trade-marks; trade-names and software.

Influencer: an individual, entity, or organization that has a large, engaged, and active Social Media network, relevant to the business interests of OLG, all as determined by OLG, and who is contracted by OLG to share OLG promotions with their Social Media network.

Legal Gambling Age (LGA): A minimum of: (i) eighteen (18) years of age for Lottery and Charitable Gaming; and (ii) nineteen (19) years of age for Casino Gaming.

OLG: means the Ontario Lottery and Gaming Corporation.

OLG Content: means Content that is owned or licensed by OLG – including, but not limited to, registered and unregistered official marks, trade-marks, trade-names and other intellectual property of OLG.

(OLG) Employees: individuals paid directly by OLG to work for OLG. This includes non-permanent contract workers but excludes external service providers.

OLG Social Media Channel: means any Social Media channel or platform that is owned or operated by, or on behalf of, OLG.

Policy: means this OLG Social Media Participation Policy.

Social Media: means the collective name for current and future online channels and platforms of communication that involve the sharing and dissemination of Content, community-building and collaboration – including, but not limited to, channels and platforms that involve: forums, chat rooms and blogs; microblogging (e.g. Twitter); social networking (e.g. Facebook, Google+, LinkedIn); media and other content (e.g. YouTube, podcasting, Pinterest, Instagram, Vine); social bookmarking (e.g. Diigo, Stumbleupon, Digg, Reddit); social curation (e.g. Tumblr, Buffer, Storify); and wikis.

User: means any individual, entity or organization that accesses, uses or otherwise interacts with an OLG Social Media Channel.

User Content: means Content that is posted, shared, communicated or otherwise disseminated by a User.

PURPOSE

OLG strives to maintain a positive public image and has adopted this Policy to ensure that Users are aware of their responsibilities when engaging with OLG Social Media Channels. While Social Media provides a novel means by which people interact, it also carries significant risks. The purpose of this Policy is to try to avoid those harmful and unwanted outcomes by establishing rules intended to encourage an informed approach to engaging with OLG Social Media Channels by Users, while protecting the interests of OLG. All Users are required to comply with this Policy at all times and will be held accountable for a violation of this Policy – including, but not limited to, OLG seeking remedies and damages to the fullest extent permitted by law.

AGREEMENT

By accessing, using or otherwise interacting with an OLG Social Media Channel, a User signifies that he/she has reached the LGA stated with respect to accessing the applicable OLG Social Media Channel(s), has read, fully understands and agrees to be legally bound by the terms and conditions of this Policy and to comply with all

applicable laws and regulations as they may change from time to time. IF A USER DOES NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS POLICY, HE/SHE IS NOT PERMITTED TO ACCESS OR USE THE APPLICABLE OLG SOCIAL MEDIA CHANNEL. We suggest that Users print a copy of this Policy for their records.

OLG reserves the right, in its sole discretion, to modify all or any portion of this Policy at any time without further notice and without incurring any liability or obligation. If we do this, we will post the changes to this Policy and will indicate at the top of this page the date this Policy was last revised. A User's continued access to and/or use of an OLG Social Media Channel after any such changes constitutes the User's acceptance of, and agreement to be legally bound by, the terms and conditions of this Policy, as revised. It is a User's sole responsibility to regularly check this Policy to determine if there have been any changes to this Policy and to review such changes.

Without limiting the generality of this Policy, a User's use of Social Media is also subject to the terms and conditions of applicable policies and terms of the Social Media channel(s) or platform(s) being utilized by the User; all of which are incorporated into and made part of this Policy. Users are encouraged to review all such policies and terms.

Users hereby acknowledge and agree that OLG reserves the right, in its sole discretion, at any time to modify or discontinue the whole, or any part of, any OLG Social Media Channel, without notice, and that OLG will not be responsible or liable, directly or indirectly, to any User or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

CONTENT REQUIREMENTS, GUIDELINES AND RULES

Users must always keep in mind that any User Content may reflect on OLG. As such, it is crucial that Users always demonstrate a respectful attitude towards OLG and exercise good judgment. Users are responsible for their engagement on OLG Social Media Channels and must strictly adhere to the following Content Requirements, Guidelines and Rules when accessing, using or otherwise participating in any form of activity on an OLG Social Media Channel:

1. Although Users are invited to participate on OLG Social Media Channels: (i) User Content does not necessarily represent or reflect the views or opinions of OLG, its Employees or the Government of Ontario; (ii) OLG does not represent or warrant the accuracy or suitability of any User Content; and (iii) OLG does not endorse or approve any User Content.
2. A User must never post, share, communicate or otherwise disseminate any User Content, whether deliberate or inadvertent, that contains, depicts, includes, discusses or otherwise involves:
 - a. any statement, material or other information that is or could:
 - i. be inaccurate, false, dishonest or otherwise misleading;
 - ii. be defamatory, abusive, obscene, fraudulent or libelous;
 - iii. degrade, tarnish, deprecate or otherwise negatively impact the public image or reputation of OLG;
 - iv. be 'off-topic' (i.e. on or about a subject not relating to the subject-matter of the applicable Social Media channel or platform);
 - v. be submitted by or on behalf of an individual, organization or entity that is campaigning with respect to OLG (whether promoting a cause, product, company, campaign or other matter);
 - vi. infringe any AGCO and/or OLG standards, policies, guidelines or legislation;
 - vii. be considered inappropriate, disparaging, unsuitable or offensive, all as determined by OLG;
 - b. proprietary, confidential or non-public information;
 - c. government affairs or politics; nudity (partial or otherwise); alcohol/drug consumption; sexual activity or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory, defamatory or otherwise inappropriate characterizations of any ethnic, racial, sexual, religious or other groups,

- entities, organizations or individuals; illegal, inappropriate or risky behaviour or conduct; personal information of identifiable individuals (including, but not limited to, OLG Employees, consumers, competitors, vendors, or stakeholders); someone who is, or appears to be, under the LGA; gambling by anyone under the LGA; irresponsible play or encouraging people to play beyond their means; condemnation or criticism of anyone who chooses not to participate in gambling or who chooses to play responsibly;
- d. unauthorized use of any materials – including, but not limited to: copyrighted materials; logos; brand names; trade-marks; trade-names; product images; materials protected by intellectual property or other laws; and/or other materials which, if utilized in any way, could infringe the intellectual property rights, privacy rights, rights of publicity, or other rights of an individual, entity or organization, or give rise to any claims whatsoever;
 - e. photographs or videos of gaming facilities or gaming machines;
 - f. any reference to or likeness of any identifiable individual, entity or organization, unless consent has been obtained from each such individual (and his/her parent/legal guardian if he/she is under the legal age of majority in his/her jurisdiction of residence), entity or organization;
3. A User must never use an OLG Social Media Channel to:
- a. disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of the OLG Social Media Channel;
 - b. collect information about other Users, persons or entities without their consent; and/or
 - c. upload, post, email, transmit or otherwise make available any Content that the User does not have the right to disclose or make available.

MODERATION

OLG is under no legal obligation to actively moderate OLG Social Media Channels. However, OLG reserves the right, in its sole discretion at any time and for any reason, to modify or remove any User Content (or any portion thereof) from an OLG Social Media Channel, or to request a User to modify or edit any User Content (or any portion thereof) the User has posted, shared, communicated or otherwise disseminated on or through the OLG Social Media Channel. Further, OLG reserves the right, in its sole discretion at any time and for any reason, to take all actions necessary to block a User or Users from accessing, using or otherwise interacting with an OLG Social Media Channel.

OLG CONTENT

Users hereby acknowledge and agree that all OLG Content, as defined in this Policy, is protected by copyright, trade-mark, and all other applicable intellectual property laws. A User's use of an OLG Social Media Channel does not grant or transfer to the User or any other party any ownership or other rights in any OLG Content, and except as expressly provided, nothing herein or within the OLG Social Media Channel shall be construed as conferring on a User or any other party any license under any of OLG's or any third party's intellectual property rights, including, without limitation, any right to download, display, reproduce, distribute, modify, edit, alter or enhance any of the OLG Content in any manner whatsoever. Any rights not expressly granted to Users in this Policy are expressly reserved by OLG. For greater certainty and the avoidance of doubt, Users agree that they will not take any action that is inconsistent with OLG's ownership of, or any third party's ownership of, any OLG Content. Without limiting the generality of the foregoing, Users shall be entitled to copy OLG Content contained within an OLG Social Media Channel only for their own personal and non-commercial use, but may not republish any such OLG Content in any manner, including, without limitation, via electronic reproduction by "uploading" or "downloading", without the prior express written consent of OLG. OLG hereby grants each User a limited, non-exclusive and revocable license to make personal and non-commercial use of the OLG Social Media Channel and its OLG Content. For greater certainty and the avoidance of doubt, this limited license only allows Users to view, download or print materials

from the OLG Social Media Channel for their own personal and non-commercial use (provided all original copyright, trade-mark and other notices are preserved in their original form). This limited license does not include any rights not specifically enumerated herein, and, for greater certainty, does not include permission to redistribute, reproduce or republish, in any form, any OLG Content contained within an OLG Social Media Channel.

RIGHTS, LICENSE AND INDEMNITY

Users are responsible for ensuring that all User Content they post, share, communicate or otherwise disseminate on or through an OLG Social Media Channel will not give rise to any claims whatsoever, including, but not limited to, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.

By posting, sharing, communicating or otherwise disseminating any User Content on or through an OLG Social Media Channel, the User is: (i) granting to OLG a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all such User Content, in any format or media whether now known or hereinafter devised; (ii) waiving all moral rights in and to all such User Content in favour of OLG and anyone authorized by the OLG to use such Content; and (iii) agreeing to release, indemnify and hold harmless OLG from and against any and all claims related, directly or indirectly, to any such User Content – including, but not limited to, claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action.

USER REPRESENTATION

Users hereby acknowledge, agree, warrant and represent to OLG that any and all User Content (in any format or media) they post on, upload to or otherwise submit to or through an OLG Social Media Channel is original to the User and that the User has obtained any and all necessary rights in and to the User Content and all of its components to post, upload, or otherwise submit it to or through the OLG Social Media Channel.

OLG ENGAGEMENT WITH USERS

OLG may elect, in its discretion, to “like”, “follow”, “favourite”, “subscribe to” or otherwise interact with a User, or to post, share, communicate or otherwise disseminate a User’s User Content. However, any such form of interaction does not imply endorsement or approval of any kind by OLG.

User interaction on OLG Social Media Channels is encouraged. Where a response is deemed appropriate, in OLG’s sole and absolute discretion, OLG will endeavor to reply to Users in a prompt fashion. However, OLG may not reply individually to all communications received through OLG Social Media Channels, and assumes no responsibility to do so.

ACCURACY OF INFORMATION

The information on OLG Social Media Channels has been made available in order to provide Users in the Province of Ontario, Canada, with information about OLG, its products and its operations. In no event or circumstance is OLG, its directors, officers, employees or agents, liable, whether in contract, tort or otherwise, for any losses or damages of whatever nature, including, without limitation, any damages for loss of profits, business interruption, loss of programs or other data, arising in any manner from: (i) the use of any OLG Social Media Channel, whether directly or through a hyperlinked site; (ii) modification or discontinuance of any OLG Social Media Channel; or (iii) from any errors, omissions, inaccuracies, or any misleading or out-of-date information, whether contained on or as received by the User of any OLG Social Media Channel.

While every effort is made to ensure the accuracy of the information on OLG Social Media Channels and associated communications and/or alerts, no warranty of accuracy or completeness is expressed or implied. Information may be changed or updated at any time without notice. Users of OLG Social Media Channels and associated communications and/or alerts should consult official rules and regulations, results, and lines of communication, all of which override any information contained on any OLG Social Media Channels and associated communications and/or alerts. To access such official rules and regulations, results, and other information please call the OLG

Support Centre at: [1-800-387-0098](tel:1-800-387-0098).

PRIVACY AND SPAM

Personal information and Content collected, retained, used, and/or disclosed by OLG through OLG Social Media Channels is done so in compliance with the Ontario Freedom of Information and Protection of Privacy Act (FIPPA). OLG may collect personal information through User interactions with OLG Social Media Channels for risk management and compliance purposes pursuant to the *Ontario Lottery and Gaming Corporation Act, 1999* and will retain collected information in accordance with OLG's corporate retention policy. Questions regarding this collection may be directed to the OLG Support Centre at 1-800-387-0098.

By accessing, using or otherwise interacting with an OLG Social Media Channel, a User signifies that he/she has read this Policy, including this section, and fully understands and agrees to such collection, retention, use, and/or disclosure of information and Content. Please note that OLG does not have any control over Social Media channels and platforms, and therefore has no responsibility or liability for the manner in which the organizations that operate such Social Media channels and platforms collect, use or disclose, secure or otherwise treat personal information.

Without limiting the generality of the foregoing, OLG may use Social Media monitoring tools and may collect aggregate data and measure publicly accessible information available to it about Social Media activity in order to provide Content that is relevant and potentially interesting to Users. Additionally, OLG may document details of Users deemed responsible for generating Content that OLG determines, in its sole discretion, must be removed from an OLG Social Media Channel for any reason. Further, OLG may measure publicly accessible conversations mentioning OLG using third party tools to gather publicly accessible basic user information for the purpose of market research. OLG will not retain any identifying details.

In accordance with Canada's Anti-Spam Legislation (CASL), (effective July 1, 2014), OLG will not use Social Media to transmit unsolicited private/direct messages (e.g. Facebook private message, Twitter direct message) to Users without their prior express consent. Engaging with OLG through an OLG Social Media Channel (e.g. by "liking", "following", or "favouriting" an OLG Social Media Channel) does not constitute express consent to receive communications directly from OLG. Where express consent has not already been obtained, OLG will request express consent in a CASL-compliant manner prior to communicating through private/direct message with an individual User.

ELECTRONIC TRANSMISSIONS

The transmission of data or information over the internet or other forms of networks may not be secure, and is subject to possible loss, interception or alteration while in transit. OLG does not assume any liability for any damage a User may experience or costs a User may incur as a result of any electronic transmissions over the internet or otherwise within an OLG Social Media Channel. In no event will the information a User provides on or through an OLG Social Media Channel be deemed to be confidential, create any fiduciary obligations to a User on the part of OLG, or otherwise result in any liability to a User on the part of OLG in the event that such information is inadvertently released by it or accessed by third parties without a User's consent.

LINKS

An OLG Social Media Channel may contain links to other websites – including, but not limited to, websites that are independently owned and operated by third parties. Users access these links and websites at their own risk. Such websites may have their own privacy policies and terms and conditions that are not governed by this Policy. OLG is not responsible for the privacy practices or the content of any such website. Such websites may collect and treat information collected differently than OLG, so Users are encouraged to carefully read and review the privacy policy and terms of use for each website they visit. Any links from an OLG Social Media Channel to other websites, or references to products, services or publications other than those of OLG, do not imply the endorsement or approval by OLG of such websites, products, services or publications.

UNSOLICITED SUGGESTIONS OR IDEAS

OLG does not accept unsolicited suggestions or ideas – including, but not limited to, suggestions or ideas related to products, services, packaging, marketing or business operations. If Users do provide OLG with an unsolicited idea or suggestion through an OLG Social Media Channel, then the User hereby waives any claim of ownership in such idea or suggestion and any claim that it is confidential or proprietary. OLG may use or disclose the same without any liability or compensation to the User.

OLG EMPLOYEES AND INFLUENCERS

OLG Employees and Influencers may be active on Social Media through their own personal accounts, under their own names or handles (pseudonyms). Despite their affiliation with OLG, such Employees and Influencers are not official spokespersons. Any Content submitted by such Employees or Influencers does not necessarily represent the official position of OLG and should be considered the Employee's or Influencer's personal views and opinions.

TERMINATION

If a User breaches any provision of this Policy, OLG may, in its sole discretion, suspend or terminate, temporarily or permanently, the User's access to the OLG Social Media Channel(s). If a User's access to an OLG Social Media Channel is suspended or terminated by OLG for any reason, the agreement formed by the User's acceptance of the terms and conditions of this Policy will nevertheless continue to apply and be binding upon the User in respect of the User's prior use of the OLG Social Media Channel and anything relating to or arising from such use. Although OLG welcomes feedback and is always endeavouring to improve the User experience in using OLG Social Media Channels, if a User is dissatisfied with an OLG Social Media Channel or with this Policy, then the User's sole and exclusive remedy is to discontinue using the OLG Social Media Channel.

DISCLAIMER AND LIMITATION OF LIABILITY

OLG SOCIAL MEDIA CHANNELS AND ALL CONTENT AND INFORMATION CONTAINED ON OR ACCESSED FROM AN OLG SOCIAL MEDIA CHANNEL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OLG MAKES NO REPRESENTATION OR WARRANTY THAT: (I) AN OLG SOCIAL MEDIA CHANNEL WILL BE COMPATIBLE WITH A USER'S COMPUTER, SOFTWARE OR OTHER DEVICE; (II) AN OLG SOCIAL MEDIA CHANNEL WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF AN OLG SOCIAL MEDIA CHANNEL, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM AN OLG SOCIAL MEDIA CHANNEL WILL BE SECURE; (V) THE USE OF AN OLG SOCIAL MEDIA CHANNEL WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON OR ENTITY; OR (VI) THE USE OF AN OLG SOCIAL MEDIA CHANNEL WILL NOT CAUSE ANY DAMAGE TO A USER'S COMPUTER SYSTEMS, DEVICES, SOFTWARE OR ELECTRONIC FILES.

OLG WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO A USER OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO AN OLG SOCIAL MEDIA CHANNEL. USERS EXPRESSLY ACKNOWLEDGE THAT OLG HAS ENTERED INTO THIS AGREEMENT WITH THE USER AND MAKES THE OLG SOCIAL MEDIA CHANNEL AVAILABLE TO THE USER, IN RELIANCE UPON THE TERMS, LIMITATIONS AND EXCLUSIONS OF LIABILITY, AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE USER AND OLG. USERS EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR

BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

GOVERNING LAW

This Policy, use of an OLG Social Media Channel, and all related matters shall be governed solely by the domestic laws of the Province of Ontario, Canada and the applicable federal laws of Canada, without regard to the conflicts of law provisions of any jurisdiction. Users hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in relation to all disputes arising from or related to this Policy, their use of an OLG Social Media Channel and any related matters.

ACCESS RESTRICTIONS

Users are not authorized to access, use or otherwise interact with an OLG Social Media Channel when the laws of their jurisdiction (common, statutory, regulatory, codified, or otherwise) would: (i) void the contents of this Policy in whole or in any essential part; or (ii) render accessing the OLG Social Media Channel illegal.

GENERAL

If any provision of this Policy is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Policy shall continue in full force and effect. No failure to exercise or waiver of any provision of this Policy shall be deemed a further or continuing waiver of such provision or any other provision of this Policy.

COMPLIANCE

Although OLG may, from time to time, monitor OLG Social Media Channels for breaches of this Policy, it cannot catch every violation. Users should never assume that any questionable activity does not violate this Policy simply because OLG has not yet instructed the User to stop engaging in such activity. If any breach of this Policy by a User results in action being taken against OLG, then OLG will, to the greatest extent permitted by law, seek to recover from such User any damages and legal costs incurred.

QUESTIONS AND INQUIRIES

OLG is committed to serving its Users in a timely, accurate and fair manner. For general inquiries or questions about OLG products and services, please visit the frequently asked questions site www.OLG.ca/AboutOLG or contact the OLG Support Centre at 1-800-387-0098.

Media representatives are asked to submit questions, comments or requests directly to 1-888-946-6716 instead of using OLG Social Media Channels.