



# Retailer Policy Manual

**Pour obtenir le présent *Manuel des politiques visant les détaillants* en français, téléphonez à OLG au 1-800-387-0104.**

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**OLG CONFIDENTIAL**

RPM: Approved July 7, 2017  
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## Code of Conduct

**In support of OLG's commitment to strengthen public trust in the lottery system, as an authorized lottery retailer or retailer Staff<sup>1</sup>, I agree to responsibly market, handle and sell OLG authorized lottery tickets and products (including the validation of winning tickets, payment of winning ticket prizes, providing lottery game information, winning number information and subscription/play information and providing other related customer services), at all times, with the utmost honesty, integrity and respect for the public and in a socially responsible manner, by following the rules and principles set out below.**

1. I will sell lottery tickets and products only to, validate winning lottery tickets only for, and redeem prizes only for, individuals 18 years of age or older.
2. I will comply with all laws and regulations that apply to lottery tickets/products.
3. I will comply with the Registrar's Standards for Gaming: Lottery Sector as it applies to the retailer.
4. I will promote fair, honest and courteous treatment of customers.
5. I will make readily available game rules and game information such as prize details and game results.
6. I will properly redeem prizes and honour all legitimate prize claims.
7. I will follow all OLG operating procedures and contractual requirements (including the policies contained in the Retailer Policy Manual).
8. I will answer all reasonable customer questions, or direct customers to OLG as required.
9. I recognize that I am considered an insider and as such, will identify myself as an insider to OLG when claiming any prizes from a lottery game OLG conducts and manages.
10. I will not purchase, play, validate or redeem personal lottery tickets or coupons at the lottery retail location where I sell, handle or redeem lottery products.

I understand and acknowledge the purpose of this Code of Conduct and the importance of upholding the rules and principles set out above. I understand, acknowledge and agree that I am required to carry out my responsibilities under the OLG Retailer Agreement at all times in accordance with this Code of Conduct. I understand, acknowledge and agree that my failure to comply with this Code of Conduct may result in progressive disciplinary action, which may include termination of the OLG Retailer Agreement.

## Collection of Personal Information

Personal information is collected, used, disclosed and retained by OLG pursuant to the Gaming Control Act, the Ontario Lottery and Gaming Corporation Act, 1999, and other applicable Acts and is intended to be used for the following principle purposes: to monitor and enforce compliance with OLG's Retailer Agreement and Insider Win Policy and Procedures; to comply with legal requirements; and, to assist with law enforcement investigations.

You are required to provide your legal name and, if you are 18+, your date of birth. Staff may authorize the retailer to provide this information on their behalf. Should this information require updating or correction, or if you no longer handle lottery and want it removed from our records, you can call OLG to make changes. OLG will retain your information according to data retention policies. For further information about OLG's privacy practices, retention and destruction policies related to the management of your personal information, contact OLG at 1-800-387-0104.

<sup>1</sup> Staff means any employee, director, officer, partner, contractor, representative or agent of the Retailer who is engaged in any material manner in the sale of or handling of Authorized Products or the provision of Authorized Services, which for greater clarity shall mean persons involved with the actual activity surrounding the receipt, inventory control, activation, sale, checking, validation and redemption of lottery tickets, the operation of the lottery terminal and its peripherals.

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## Overview

Ontario Lottery and Gaming Corporation (“**OLG**”) and its retailers are governed primarily by the *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario) and the *Gaming Control Act, 1992* (Ontario), the Registrar’s Standards for Gaming: Lottery Sector as it applies to the retailer and the regulations made pursuant to these *Acts*.

The purpose of this Retailer Policy Manual (this “**Manual**”) is to set out OLG’s policies regarding retailers and their Staff roles and responsibilities in support of OLG’s key objectives including “defending the public trust” and “returning dividends to support public initiatives”. This Manual contains OLG policies relating to retailer registration, insider wins, sale of lottery tickets/products, lottery ticket/product validation procedures, cash settlement and various other general matters. This Manual also includes OLG’s rights to impose administration fees, service charges, penalties, and corrective actions including suspension and termination for violations of the policies outlined in this Manual.

This Manual, as amended from time to time, forms part of the OLG Retailer Agreement (the “**Retailer Agreement**”) signed by OLG and each retailer and, where required, its principals. This Manual may be amended by OLG from time to time in OLG’s sole and unfettered discretion.

## Role of the Alcohol and Gaming Commission of Ontario

The Alcohol and Gaming Commission of Ontario (“**AGCO**”) is established under the *Alcohol and Gaming Regulation and Public Protection Act, 1996* (Ontario). The Registrar of Alcohol and Gaming (the “**Registrar**”) of the AGCO administers a regulatory regime for lottery retailers and lottery retailer managers. This role includes: (i) the registration of lottery retailers in the “Sellers” category and lottery retailer managers in the “Category 1 Gaming Assistant” category under the *Gaming Control Act, 1992* (Ontario) to provide services to OLG (which is a separate process from the Retailer Agreement), (ii) setting standards for lottery retailers, (iii) compliance programs, such as inspections, to ensure that lottery retailers and lottery retailer managers comply with their legal obligations, and (iv) investigations and enforcement activities where appropriate. The Registrar and AGCO are independent from OLG.

## Third Party Service Providers

OLG retains third party service providers to support its retailer network. These include service technicians who respond to problems with OLG’s lottery terminals or other mechanical, electronic or electric devices, couriers who deliver lottery tickets/products and supplies, service personnel who install, repair, and remove merchandising devices, service personnel who remove and replace advertising material, mystery shoppers who test the compliance of retailers, and investigators who collect information with respect to complaints, non-compliance and insider wins.

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## **The Freedom of Information and Protection of Privacy Act (Ontario)**

OLG is governed by the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario) (“*FIPPA*”). Accordingly, OLG may receive requests for information (including retailer information). The Information and Privacy Commissioner of Ontario, which is the oversight body for *FIPPA*, has stated in past orders that “insiders” (which includes retailers and their Staff) should anticipate that their prize claims will be subject to a higher standard of scrutiny and should expect a lesser degree of privacy than ordinary members of the public. Retailers and their Staff should note that their personal information will be collected by OLG under the authority of *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario) and used for OLG’s business purposes as set out in the Retailer Agreement. Retailers may speak to an OLG representative for more information on the collection and use of this personal information by calling 1-800-387-0104.

## **OLG Rules, Game Rules and Conditions**

OLG Rules and Regulations Respecting Lottery Games, ILC Rules and Regulations Respecting Lotteries and Lottery Tickets, Supplemental OLG Rules and Conditions to Interprovincial Lottery Corporation Games and game specific Game Conditions form part of OLG Policies to which retailers and their Staff must comply. Copies of these documents can be obtained by visiting OLG’s website at [www.olg.ca](http://www.olg.ca).

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## Sec. 1.0 RETAILER REGISTRATION POLICIES

### 1.1 Registration of Retailers by AGCO

All retailers selling OLG authorized lottery tickets/products and providing authorized services must be registered by the Registrar of the AGCO in the “Sellers” category prior to selling OLG authorized lottery tickets/products or providing any authorized services. In addition, individuals or managers employed or otherwise engaged by a Seller and who act on behalf of the retailer by overseeing, coordinating or exercising significant decision-making authority over lottery ticket/product sales or authorized services and/or managing compliance issues with respect to the sale of authorized lottery tickets/products and the provision of authorized services must also be registered, in the “Category 1 Gaming Assistant” category, by the Registrar. Failure to maintain registration with the AGCO will require the retailer cease selling authorized lottery tickets/products or providing authorized services until such time as registration is restored and OLG has authorized the retailer.

AGCO is responsible for administering the registration program in the Province of Ontario. Once a completed application is received, AGCO will review the information and carry out an investigation to determine if the applicant meets the eligibility standards of the *Gaming Control Act, 1992* (Ontario). If the applicant is eligible for registration, the Registrar will then issue a Certificate of Registration which will enable the applicant to sell OLG authorized tickets/products and provide authorized services. Decisions with respect to registration are made exclusively by the Registrar. OLG does not make or have a role in making any of these decisions.

Individuals who are responsible for compliance issues regarding lottery ticket/product sales and authorized services and those who have signed any agreement and/or contract with OLG must also be registered as Category 1 Gaming Assistants. For corporate entities or chain accounts, this may include individuals who work at head office or who are responsible for a region, and not only those individuals who work at the store level.

The Certificate of Registration for a Seller, either the original or a photocopy, must be placed in the front of the Lottery Library binder at the retail location and must be available for inspection. A Category 1 Gaming Assistant must have his or her certificate of registration readily available when he or she is carrying out duties as a Category 1 Gaming Assistant. If a retailer intends to sell a retail outlet, the new owner or owners must be registered by the Registrar before selling any OLG authorized tickets/products or providing any authorized services. The Registrar has the authority to propose to suspend or revoke a registration and may impose a monetary penalty on a Seller or Category 1 Gaming Assistant for failure to comply with the regulatory requirements. A Seller or Category 1 Gaming Assistant shall assist in any inspection or investigation that may be carried out on behalf of the Registrar.

IT IS THE RESPONSIBILITY OF THE SELLER AND CATEGORY 1 GAMING ASSISTANT TO KNOW AND UNDERSTAND THE REGULATORY REQUIREMENTS ENFORCED BY THE REGISTRAR AND AGCO.

If you require further information about the registration process or the regulatory requirements, please contact the AGCO directly. Information is also available at [www.agco.on.ca](http://www.agco.on.ca).

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## Sec. 2.0 RETAILER INSIDER AND PLAY POLICIES

### 2.1 Insider Wins

It is the policy of the Ontario Lottery and Gaming Corporation (OLG) that, for lottery retailing, the persons defined below, shall be subject to OLG's insider win procedures:

- 1) Registrants. A Registrant is defined as a Seller or Category 1 Gaming Assistant required to be registered by the Registrar of AGCO in connection with lottery ticket schemes and in accordance with the *Gaming Control Act, 1992*, Ontario Regulation 78/12 (General).
- 2) Directors, officers, partners, sole proprietors of a lottery retailing Registrant.
- 3) Persons who are acting on behalf of a Registrant and who are involved in the sale, redemption, distribution of lottery tickets/products or services.
- 4) Immediate Family Members and Relatives of persons described in 1), 2) or 3) above.

Immediate Family Member means a spouse (whether in a married or common law relationship), children, parents, and siblings of a person described in 1), 2) or 3) above (whether living in the same residence or not), but excludes in-laws and step-family members.

Relative means a person (other than an Immediate Family Member) who is connected by blood or marriage and who resides with a person described in 1), 2), 3) above, and includes in-laws and step-family members.

Once an insider win, per the definitions above, is investigated and approved for payment, there will be a 30 day waiting period to allow the general public to dispute the claim. The insiders' information relating to the win will be posted on OLG's internet site for these 30 days, plus an additional 30 days following prize payment, and in any other media as determined by OLG for the period of time.

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## 2.2 Retailer Identification

OLG requires the identity of all persons who are involved in the sale or redemption (handling) of lottery tickets/products at each retail location.

Using the Retailer Identification screens on the lottery terminal, retailers must ensure all retailers and their required Staff are identified to OLG **before** they handle lottery tickets/products, as follows:

- Full legal name is provided as it appears on their government issued identification.
- Indicate when Staff are under 18 years of age, designating them as a minor.
- Date of birth is provided for all identified Staff who are 18 years of age or older.

In addition, on an ongoing basis retailers must ensure

- Each Staff member's name is listed only once.
- **OLG is immediately** notified when
  - Staff cease to be employed or engaged at the retail location.
  - A Staff member's name changes.
  - A Staff member designated as a minor reaches the age of 18.
- All retailers and their Staff directly involved in the sale or redemption of lottery tickets/products or the provision of authorized services at more than one retail location must complete the identification process at each retail location.

### How to Provide Information

Each retailer and their Staff must access Retailer Identification on the lottery terminal, where they will be prompted to understand and accept the Code of Conduct for selling or redeeming lottery tickets/products or providing authorized services. They will then enter the required identification information. Retailers can enter information on behalf of Staff, providing those Staff have read, agreed with, and understand the Code of Conduct and Collection of Personal Information sections at the front of this Policy Manual prior to the entering of such information, and have authorized the retailer to provide the information.

### Retailers Who Do Not Have A Lottery Terminal - How to Provide Information

OLG will provide an alternate process for retailers to follow if they do not have a lottery terminal.

Failure to comply with this policy will result in the penalties defined in section 8.21.

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## 2.3 No Play at Work

Persons engaged in any manner in the handling of OLG authorized lottery tickets or products who are associated with particular retailer locations are considered “insiders”. The purpose of this policy is to strengthen the public’s confidence in the fairness and integrity of the OLG lottery system as it relates to insider participation in this system and to deter and prevent fraud, theft and collusion by insiders in this respect. OLG has zero tolerance for breach of this policy and in the event of such breach, will apply the Corrective Action set out below in 8.14.

A person engaged in any manner in the handling of OLG authorized lottery tickets or products, including, without limitation, the activation, sale, validation or redemption of OLG authorized lottery tickets or products (a “**Restricted Person**”), is not permitted to participate, by themselves, on behalf of a Restricted Person or as a member of a group, in a lottery conducted and managed by OLG at the retail location(s) to which they are associated (the “**Restricted Location(s)**”). For purposes of this policy, “participate” includes only the following:

- (a) purchasing a ticket at a Restricted Location(s);
- (b) playing a ticket at a Restricted Location(s);
- (c) validating a ticket at a Restricted Location(s);
- (d) redeeming at a Restricted Location(s) a ticket or a coupon (including in paper and electronic form) to acquire a ticket;
- (e) receiving a ticket purchased or otherwise acquired by another person from a Restricted Location(s);
- (f) bringing OLG authorized lottery tickets or products into a Restricted Location(s) to purchase, play, validate or redeem, in each case, on behalf of other persons; and
- (g) permitting (directly or indirectly) another person to engage in any of the prohibited actions listed in (a) through (f) above on behalf of a Restricted Person.

While not restricted by this policy, a Restricted Person is strongly discouraged from checking OLG authorized lottery tickets and products at a Restricted Location.

OLG authorized lottery tickets or products purchased, played, validated, redeemed, received or otherwise acquired, in each case, in contravention of this policy are void. Void tickets are the property of OLG.

Failure to comply with this policy will result in the Corrective Action set out at 8.14. In particular, a Restricted Person is not entitled to claim nor, for greater certainty, receive, any prize in an OLG lottery resulting from their participation in an OLG lottery contrary to this policy. Except as noted above, a Restricted Person can participate in an OLG lottery only if they conduct such activities at retail locations other than a Restricted Location.

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## **Sec. 3.0 RETAILER INTEGRITY POLICIES**

### **3.1 Criminal Charges or Convictions**

The retailer or their Staff must not engage in any activity that may result in a criminal charge or conviction involving, but not limited to, fraud, theft, misrepresentation, moral turpitude, or any activity which could reasonably be damaging to OLG's reputation. Retailers or their Staff must report knowledge of any of the above charges or convictions to OLG within 5 days of the occurrence. If a retailer receives any knowledge of any activity that may result in a criminal charge or conviction involving, but not limited to, fraud, theft, misrepresentation, moral turpitude, or any activity which OLG determines is damaging to its reputation the individual must be advised to contact OLG.

Failure to comply with this policy will result in the penalties defined in section 8.1.

### **3.2 Retailer or Staff Dishonesty**

To maintain the public trust in the integrity of lottery systems and processes, OLG has zero tolerance with respect to retailer and Staff dishonesty and dishonest conduct. Examples of dishonest conduct include, but are not limited to, the following retailer and Staff actions

- (a) Not providing the customer with a full payout of the prize won.
- (b) Making false prize claims.
- (c) Knowingly attempting to defraud the lottery system, including Pouch Pack tampering and lottery ticket/product tampering, unauthorized lottery ticket/product transferring between retail locations (see section 4.3 Transferring OLG Authorized Products Between retail locations).
- (d) Non-compliance with the instructions provided on lottery coupons as determined by an OLG investigation.
- (e) Not providing the customer with all OLG promotional tickets to which they are entitled.

If a retailer receives any knowledge of dishonest conduct, they must advise the individual to contact OLG.

Failure to comply with this policy will result in the penalties defined in section 8.2.

### **3.3 Suspended Retailers**

Retailers who have been notified of a suspension must not sell or redeem lottery tickets/products while under suspension.

Failure to comply with this policy will result in the penalties defined in section 8.16

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## Sec. 4.0 SALE OF TICKET POLICIES

### 4.1 Age Control – It's the Law

The *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario) prohibits the sale of OLG authorized tickets/products to persons under 18 years of age. A person convicted of an offence is liable to a fine of not more than \$50,000 in the case of an individual or \$250,000 in the case of a person who is not an individual.

OLG's *Rules Respecting Lottery Games* additionally prohibits persons under 18 years of age from participating, by themselves or as a member of a group, in an OLG lottery in Ontario, including without limitation, purchasing a ticket/product, validating a ticket/product or receiving a ticket/product as a gift, and are not entitled to claim any prize in a lottery.

**4.1.1 Minor's Policy** - Given the above, it is OLG's policy that retailers and their Staff must not allow persons under the age of 18 years to participate in an OLG lottery at their location. For the purposes of this policy, to participate means to purchase, validate or redeem a ticket/product. Lottery Gift Cards do not have an age restriction for sales; however a person must be at least 18 years of age to redeem a Lottery Gift Card.

Failure to comply with this policy will result in the penalties defined in section 8.3.

**4.1.2 ID25 Policy** - Retailers and their Staff must comply with OLG's "Age Control – It's the Law" training module and, specifically, to check acceptable forms of photo ID for individuals who appear to be under the age of 25, before processing any lottery ticket/product purchase, validation or redemption. Lottery Gift Cards do not have an age restriction for sales. ID25 is not a requirement for the purchase of Lottery Gift Cards; however it is a requirement for redemption. Retailers should contact OLG to obtain the training module if it is not currently in their Lottery Library binder.

Failure to comply with this policy will result in the penalties defined in section 8.4.

## 4.2 Displaying OLG Authorized Products

When requested by OLG, retailers and their Staff must:

- Provide appropriate space at their location for all OLG authorized lottery tickets/products, equipment and merchandise fixtures, as OLG may specify.
- Permit OLG and OLG third party service providers access to their premises to install, maintain and remove all OLG material and equipment.
- Keep all OLG materials and components clean and in a proper state of repair and make all reasonable effort to protect this equipment from any interference, damage, destruction or theft. Retailers and their Staff must notify OLG of any required repairs.
- Make reasonable efforts to display and have available for sale all variety of lottery tickets/products made available to them by OLG.
- Not display non-OLG products (including but not limited to: stamps, phone cards, bus tickets, etc.), in OLG merchandising devices.
- Not cover or place anything in front of OLG materials or equipment which results in the customer being unable to observe the sale, redemption, or customer display messages during their transactions. The placement of the lottery materials and equipment in your store has been designed to ensure that customers can easily view their transactions.
- Ensure OLG's Responsible Gambling materials/brochures are always in stock and available for customers.

OLG retains the ownership of all such material and equipment.

## 4.3 Transferring OLG Authorized Products Between Retail Locations

Retailers or their Staff must not transfer lottery tickets/products between retail locations without OLG prior approval. Lottery ticket transfers between locations can only be completed if approved and processed by OLG at 1-800-387-0104.

Failure to comply with this policy will result in the penalties defined in section 8.2.

## 4.4 Selling or Supplying OLG Authorized Products in Ontario Only

Retailers and their Staff must not sell, re-sell or distribute any OLG authorized lottery tickets/products outside Ontario including supplying OLG authorized lottery tickets/products to other persons when there are reasonable grounds for believing that such persons are involved in the sale of OLG authorized tickets/products outside Ontario (mail, telephone, internet, or otherwise).

Failure to comply with this policy will result in the penalties defined in section 8.5.

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## **4.5 Territorial Exclusivity**

Retailers must not claim or attempt to enforce any territorial rights granted by any third party e.g., a landlord.

## **4.6 Sale of OLG Authorized Products at Face Value**

Retailers or their Staff must not sell a lottery ticket/product for a price other than the face amount shown on the ticket/product, unless OLG has authorized in writing the sale for a different amount.

## **4.7 Selling, Activating and Handling OLG Authorized Instant Tickets/Products**

### **Instant Lottery Tickets/Products**

Instant lottery tickets/products are provided to retailers on a consignment basis meaning that these tickets/products are not invoiced to the retailer until they are activated. Payment terms are provided to retailers.

Each pack of instant lottery tickets/products assigned to a retail location must be activated by the retailer or their Staff through their lottery terminal prior to displaying the product for sale.

Failure to activate tickets prior to selling them will result in the penalties defined in section 8.6.

### **Lottery Gift Cards**

Lottery Gift Cards must be loaded by the retailer or their Staff through their lottery terminal at the time of sale.

Failure to load Lottery Gift Cards prior to selling them will result in the penalties defined in section 8.22.

### **Inventory Management**

Retailers and their Staff are responsible for managing their inventory. Any pack discrepancies (actual packs received do not match the packing slip) must be reported immediately to the OLG at 1-800-387-0104. Failure to report pack discrepancies may result in the retailer being charged for the pack(s).

Instant lottery tickets/products must be stored and handled in a way that protects the latex scratch surfaces. If the lottery tickets/products appear damaged, do not sell them. Contact OLG at 1-800-387-0104 for instructions on how to return damaged lottery tickets/products.

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## **4.8 Selling Only OLG Authorized Products**

Retailers and their Staff are prohibited from selling or providing any lottery tickets/products or services other than those authorized by OLG. OLG authorizes the sale, of any charitable gaming products (including break open tickets) licensed by the AGCO or municipal council and sold in Ontario.

Retailers and their Staff are not to extend or lend credit to customers to purchase Authorized Lottery Products/Gift Cards. Customers can use Credit Cards for purchases.

## **4.9 Product Knowledge and Customer Service**

Retailers and their Staff, who operate any lottery terminal or provides authorized services, must be trained on the operations of each such device.

Retailers and their Staff must be able to answer any reasonable questions on how to play OLG lottery tickets/products available at their location and direct customers with other questions to call OLG at 1-800-387-0098. Retailers must provide customers with information on game rules and unclaimed prizes, when available, or direct customers to obtain the information from OLG at the above phone number or from [www.olg.ca](http://www.olg.ca).

Retailers and their Staff must post, or permit to be posted in an unobstructed manner, winning numbers, game lists, game rules and any other authorized promotion materials.

## **4.10 Deleted**

This space intentionally left blank. This policy has been removed.

## **4.11 Customers Must Be Present**

Lottery tickets/products must never be produced, purchased, played, validated, checked or redeemed for a customer unless the customer is present in the store. Retailers or their Staff must not hold selection slips or lottery tickets/products in custody for a customer.

Failure to comply with this policy will result in the penalties defined in section 8.7

## **4.12 Deleted**

This space intentionally left blank. This policy has been removed.

## **4.13 Sports Wagering Limits**

The viability of OLG sports games is dependent on limiting OLG liability. Sports wagering limits are designed to discourage excessive wagering by customers whose purchases prevent OLG from providing fair odds and/or the availability to wager on particular events for the rest of OLG's customers.

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OLG's sports wagering limit for its five authorized tickets/products 1) Proline, 2) Point Spread 3) Pro Picks-Picks, 4) Pro Picks-Props and 5) Pro Picks-Pools is \$100 per customer (or group of customers) per day, per product, per location. A customer can spend up to \$500.00 per location in one day if purchasing \$100.00 from each of the five authorized tickets/products listed above.

Failure to comply with this policy will result in the penalties defined in section 8.8.

#### **4.14 Forgotten/Found OLG Authorized Products or Lottery Gift Cards**

If a lottery ticket/product or Lottery Gift Card is found at your retail location or if a customer leaves a lottery ticket/product or Lottery Gift Card at your retail location, you must call OLG immediately at 1-800-387-0104 to obtain assistance and report the details. Retailers and their Staff must not sell, validate, electronically check, cancel or redeem forgotten or found lottery tickets/products or Lottery Gift Cards under any circumstances.

Failure to comply with this policy will result in the penalties defined in section 8.17.

#### **4.15 Cancellation of OLG Authorized Online Lottery Tickets/Products**

OLG recommends retailers and their Staff cancel online lottery tickets/products immediately. Retailers and their Staff may only cancel online lottery tickets/products prior to the applicable online ticket close time. Retailers and their Staff must cancel Sports tickets within 30 minutes of the time the ticket was printed and prior to the earliest event close time. If a situation occurs where you are unable to cancel a lottery ticket or need to cancel an online lottery ticket with an instant win feature (e.g. Poker Lotto & Wheel of Fortune) you must call OLG at 1-800-387-0104 for direction.

Online wagers must be cancelled if:

- (a) The lottery ticket/product was misprinted/damaged.
- (b) The lottery ticket/product was printed in error.
- (c) The customer did not pay for the lottery ticket/product (see note).

Note: If customers do not or cannot pay for lottery tickets/products they have requested, retailers must not purchase these lottery tickets/products or sell them to another customer. Found lottery tickets/products or lottery tickets/products unintentionally left behind by customers should never be cancelled, you must call OLG at 1-800-387-0104 for direction.

**Retailers must retain all cancelled lottery tickets/products for 30 days from the last draw date printed on the ticket or as specified by OLG and must have these available for audit purposes.**

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#### **4.16 Removing From Sale – OLG Authorized Instant Lottery Tickets/Products**

a) When notified by OLG, retailers and their Staff must follow OLG instructions with respect to removing from sale Instant lottery tickets/products and deactivating and returning Instant lottery tickets/products upon request from OLG.

Failure to comply with this policy will result in the penalties defined in section 8.19.

b) Instant tickets deactivated in preparation for return to OLG must never be sold to a customer. We strongly suggest once tickets are deactivated they should be placed in the single ticket unsold envelope and kept in a secure location away from other Instant product.

All products to be returned are to be sealed in a product return bag, along with the Instant Returns Report only (do not send any Activity Summary reports).

Failure to comply with this policy will result in the penalties defined in section 8.24.

#### **4.17 Promotions**

Retailers may develop their own promotional concepts that involve the sale of OLG authorized tickets/products. Retailers must call OLG at 1-800-387-0104 to obtain a “Guidelines and Approval Form for Retailer’s Customer Promotions”. They must submit the completed form and receive written approval from OLG before the promotion start date. The approval from OLG must be retained throughout the duration of the promotion, and shown to any AGCO or OLG inspector who requests to see it. The requesting retailer is required to make such concepts available for use by OLG and its other retailers at no cost.

Retailers acknowledge that OLG has the right to limit any of its promotions to one or more OLG retailers, one or more groups or classes of retailers, one or more geographic areas or on any other basis specified by OLG, any of which could exclude the retailer. Retailers shall only have the right to participate in promotions as determined by OLG from time to time.

#### **4.18 Adjustments for OLG Authorized Products**

Retailers and their Staff must retain all lottery tickets/products for 30 days from the last draw date printed on the ticket or as specified by OLG for which they have received an approved adjustment from OLG, and must have these tickets available for audit purposes or for return to OLG if requested. Not all lottery ticket/product adjustment requests will be approved by OLG.

Failure to comply with this policy will result in the penalties defined in section 8.18.

#### **4.19 Group Play**

Retailers and their Staff must not collect and pool funds from customers to coordinate the purchase of OLG lottery tickets/products.

Failure to comply with this policy will result in the penalties defined in section 8.20.

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## 4.20 Lottery Ticket Paper

Retailers and their Staff must ensure that only OLG approved paper stock is used in the lottery terminal and is not to be used for any other purposes.

## 4.21 Sale and Loading of Lottery Gift Cards

Retailers and their Staff must follow OLG's Gift Card sales/load process.

- (a) Follow the instructions on the terminal when loading Lottery Gift Cards.
- (b) Provide all terminal receipts and the purchased card to the customer after the load is completed.

Failure to comply with this policy will result in the penalties defined in section 8.22.

## 4.22 Payment Processing Using Lottery Gift Cards

Retailers and their Staff must follow OLG's Lottery Gift Card payment process.

- (a) Follow the instructions on the terminal when accepting payments using Lottery Gift Cards.
- (b) Return all redemption receipts and the original card to the customer after the transaction is completed. This includes cards that have no value left on them.
- (c) Lottery Gift Cards must be accepted as a method of payment for lottery tickets/products at participating locations.

Failure to comply with this policy will result in the penalties defined in section 8.23.

## 4.23 Sellers Restrictions

The AGCO Registrar's Standard For Gaming: Lottery Sector prohibits retailers and their Staff from selling authorized lottery tickets/products to certain individuals. The individuals that a retailer and their Staff must not knowingly sell authorized tickets/products to include:

- Persons under the age of 18 years
- Individuals who appear to be intoxicated
- Officers, directors or partners of the Seller
- Registered Gaming Assistants who are employed at this location

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- Trade Union executives or on premises union staff who represent or negotiate for the employees at the relevant location
- Persons repairing the retailer's lottery equipment at the relevant location
- Members or employees of AGCO

In addition to the Seller's Restrictions mentioned above, the retailer and their Staff must not knowingly sell authorized tickets/products to members of OLG's Board of Directors and OLG employees.

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## **Sec. 5.0 TICKET/PRODUCT VALIDATION POLICIES**

### **5.1 Validation of OLG Authorized Products**

Retailers and their Staff must follow OLG's validation process and must only validate original lottery tickets/products when the customer is in the store. Retailers and their Staff must not validate photocopies of lottery tickets and must only validate lottery tickets/products produced on OLG approved paper.

OLG conducts random mystery shopping for compliance to the following steps. If a retail location fails the mystery shop, they will receive education and a letter informing them. They will then be subject to Inspection Mystery Shops, and if they continue to fail the following steps penalties will be applied

- (a) If a lottery ticket/product is not signed, ask the customer to sign the ticket before validating. Do not validate an unsigned ticket/product or a ticket/product where any signature has been obviously altered in any way (i.e. crossed out, erased, whited out, etc.); direct the customer to mail the ticket/product to OLG.
- (b) Tear through the barcode of each winning lottery ticket/product that is paid out up to your redemption limit. Return all winning and non-winning lottery tickets/products and the corresponding customer receipt to the customer. Only pay prizes for lottery tickets/products when the lottery terminal instructs you to pay.
- (c) Keep lottery clutter (lottery ticket paper) away from the lottery terminal or the printer; and
- (d) Ensure the customer display screen is readily visible to customers at all times.

Failure to comply with this policy will result in the penalties defined in section 8.9.

In the event a customer wins a Free Play on a lottery game where the Free Play will print physically connected to the Customer Receipt when the customer chooses to play the Free Play at the time of purchase (e.g. "INSTANT TOP UP"), the lottery terminal will ask the Retailer or their Staff if the customer wishes to instantly play their Free Play. If a customer indicates their desire to play their Free Play immediately, a Retailer or their Staff may validate a customer's Free Play without requiring the customer to sign the Free Play ticket produced by the lottery terminal.

Please refer to section 4.1.2 for the ID25 policy that must also be followed during the lottery ticket/product validation process.

Note: If a winning lottery ticket/product above your redemption limit is presented, follow the instructions on the terminal screen and return the winning ticket/product and customer receipt from the terminal to the customer. Do not tear the barcode for these tickets and do not pay prizes that are over your redemption limit, per section 5.3.

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## 5.2 Electronic Validation of OLG Authorized Products

Retailers and their Staff must use the lottery terminal for the validation of all lottery tickets/products at the time the ticket(s) are presented.

If for any reason the lottery terminal is not operating properly, retailers and their Staff must not validate lottery tickets/products.

Retailers and their Staff must not pay a prize until the electronic validation is successful.

Retailers and their Staff must validate winning lottery tickets/products submitted for payment regardless of where in Ontario the ticket was purchased.

Retailers and their Staff must call OLG at 1-800-387-0104, while the customer is in the store, for instructions on handling an “already paid” lottery ticket.

## 5.3 Redemption Limit for OLG Authorized Products

The redemption limit is \$999.90.

When lottery tickets/products are validated, retailers and their Staff:

- a) are required to pay prizes up to \$50.00 and,
- b) may, at the retailer’s discretion, pay prizes up to \$999.90.

Retailers or their Staff paying prizes above their redemption limit will result in the penalties defined in section 8.10.

## 5.4 Validation Difficulties for OLG Authorized Products

Retailers and their Staff must follow proper validation procedures. If the retailer or their Staff encounter any difficulties when validating lottery tickets/products, they must contact the OLG Support Centre at 1-800-387-0104.

## 5.5 Charging Additional Fees

Retailers and their Staff must not charge customers any additional fees relating to the sale, validation or redemption of OLG authorized lottery tickets/products or services. Fees related to the customer’s use of debit or credit cards for purchases, which may or may not include lottery tickets, are at the discretion of the retailer provided the fees are not solely applied to OLG products. **Retailers or their staff may not charge any additional fees to a Customer if the Retailer redeems a winning lottery ticket to the customers debit or credit card.**

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## 5.6 Payment of Prizes

Lottery prizing may be paid in cash or, at the Retailer's discretion, to a customer's credit or debit card.

- a) Without limiting the other terms of this Manual, the following terms apply if a retailer elects to pay prizes to a customer's credit or debit card: Retailers are solely responsible for monitoring the balance of their bank account(s) when paying out prizes to customers. OLG shall not be responsible for any overdraft fees or penalties incurred by the Retailer due to prize payments causing or contributing to a retailer's overdraft;
- b) Consistent with Section 4.11 of this Manual, the customer must be physically present in the retailer's location to process a payment of the prize. A retailer shall not process any prize payouts to a customer over the telephone or otherwise;
- c) OLG shall not be responsible for any over payment or multiple payment of prizes caused by any errors, omissions, garbled data, or other technical failure, or of any failure of a retailer or their staff to properly operate their payment processing system. The retailer remains solely responsible for ensuring the proper amounts are paid to a customer and shall have no recourse to OLG to recover any funds paid out in error;
- d) **The retailer shall not charge the customer any transaction fees for the redemption, and OLG is not responsible for reimbursing the retailer for any third-party transaction fees incurred by the retailer;** and
- e) A retailer is responsible for ensuring their payment processing service and/or bank's terms and conditions allow for such payment to a customer's credit or debit card, and the retailer remains solely responsible for ensuring their compliance with such terms and conditions. Any action taken by the retailer's bank or payment processing service caused, in whole or in part, by the redemption of lottery prizes to credit or debit cards (e.g. a locking of the retailer account by the bank's fraud and security division) shall not be the responsibility of OLG.

## 5.7 Deleted

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## **Sec. 6.0 CREDIT AND CASH SETTLEMENT POLICIES**

### **6.1 Deleted**

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### **6.2 Deleted**

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### **6.3 Invoicing and Non-Sufficient Funds (NSF)**

OLG collects cash settlements by electronically withdrawing from retailer bank accounts twice a week, on Tuesdays and Fridays, for invoiced amounts (sales, redemptions, adjustments, penalties and \$2.50 administration fee) unless otherwise communicated by OLG (e.g. statutory holidays). Retailers must ensure they have sufficient funds in the bank account specified on their "Pre-Authorized Debit (PAD) Payment Plan" for these cash settlements.

The principal contact person for each location is contacted by an OLG representative when the bank returns a debit for any reason.

Failure to comply with this policy will result in the penalties defined in section 8.13.

### **6.4 Deleted**

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## **Sec. 7.0 GENERAL POLICIES**

### **7.1 Electrical and Phone Line**

#### **Phone Requirements**

Retailers and their Staff must have access to a functioning telephone within 3 metres of the lottery terminal to perform such diagnostic work as OLG may instruct and to report lottery terminal problems to OLG.

#### **Lottery Terminal Electrical and Cable Requirements**

- Retailers are required to meet the Electrical Guidelines and Specifications provided by OLG.
- The terminal must be powered continuously – 24 hours per day.
- If required, retailers must install or make available a cable which complies with OLG specifications between the telecommunications vendor access point and the proposed location of the lottery terminal.

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## **7.2 Device and Fixture Placement, Operation and Maintenance**

The retailer must permit all OLG equipment to be installed in an area approved by OLG and to operate and care for the equipment in accordance with instructions provided by OLG. Retailers and their Staff must not permit unauthorized advertising to be placed on any OLG equipment.

Retailers and their Staff must advise OLG or any other party specified by OLG if any components of the lottery terminal, including printer, customer display screen, scanner, barcode reader and ticket checker are not working properly. In these situations, retailers and their Staff must not operate the device or process any further transactions on the device until OLG has authorized it. Do not power off any OLG device unless specifically instructed to do so by OLG as OLG often sends updates to the lottery terminal.

Retailers or their Staff must not move or tamper with any installed OLG lottery equipment or communication equipment. Approval from OLG is required before moving any OLG lottery equipment. Any damages as a result of movement or misuse of OLG equipment by the retailer or their Staff will be at the retailer's expense.

Retailers are expected to maintain the devices in accordance with the instructions in the Lottery Terminal Guide.

Retailers or their Staff must notify OLG if any of their merchandising fixtures (including but not limited to, lottery playstands, backershields, jackpot signs, corporate identity signs, and silent sellers) are stolen, loose, damaged or faulty in any way.

Retailers must provide OLG or OLG authorized vendors access to their retail locations during applicable business hours to perform scheduled or unscheduled maintenance on the terminals.

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## 7.3 Insurance

### 1. Lottery Equipment Insurance

Retailers must provide, at their own expense, all risks property insurance on a full replacement cost basis for all OLG lottery and communication equipment. OLG shall be held harmless by the retailer with respect to any damage to the equipment, including subrogation claims by the retailer's insurers. Equipment may vary at each location

The current replacement values are subject to change without notice.

- (a) terminal (includes printer, ticket checker, customer display, router/modem, wireless jackpot sign, scanner and barcode reader) - \$14,000.00 (Approximate);
- (b) In-lane jackpot transceiver - \$200.00 (Approximate);
- (c) Each In-lane jackpot sign - \$255.00 (Approximate);
- (d) playstand - \$1,000.00 (Approximate);
- (e) Digital Menu Board (includes media player, screen and wireless modem) - \$6,200.00 (Approximate);

### 2. Liability Insurance

Retailers must maintain comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000) for any one occurrence for bodily injury, property damage or death, including OLG as an additional insured.

## 7.4 OLG Training

Retailers and their Staff must adhere to all OLG training including, but not limited to, compliance with the OLG Retailer Agreement, Retailer Policy Manual, Responsible Gambling, product knowledge, promotions, and the operation of lottery terminals or other devices. Retailers must train all Staff on the above. If a retailer is uncertain about any operating procedures, they are to contact OLG at 1-800-387-0104.

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## 7.5 Retail Sales Tax Act

Retailers convicted of offences under the *Retail Sales Tax Act* (Ontario) will have their right to sell OLG authorized lottery tickets/products suspended or revoked, as determined by OLG.

Offences include, but are not limited to:

7.5.1 Failing to remit retail sales tax collections, and

7.5.2 Making false statements in sales tax returns, destroying or falsifying records, or evading payment of tax.

The Registrar of AGCO may also propose to suspend or revoke the registration of the Seller or Category 1 Gaming Assistant.

## 7.6 Deleted

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## 7.7 Ownership Change

When selling their business, retailers must not include the rights or ownership of the lottery terminal as part of any “offer to purchase” agreements. For a location with a lottery terminal to be approved for an ownership change, the current retailer must meet the minimum total sales requirement threshold and be approved by OLG. All prospective owners must be approved by AGCO prior to becoming a lottery retailer.

## 7.8 Bulletins and Notifications

All OLG bulletins and notifications to retailers form part of this Retailer Policy Manual and must be kept in the Lottery Library binder unless otherwise instructed by OLG.

## 7.9 Storage of the Retailer Policy Manual

This Retailer Policy Manual must be retained in the Lottery Library binder.

## Sec. 8.0 OLG RETAILER NON-COMPLIANCE PENALTIES

All penalties in this section are on a “per retail location” basis. For retailers with multiple locations under one Retailer Agreement, the penalties will be applied to the specific location.

Self disclosure of a policy violation may mitigate any of the penalties below.

Retailers will be notified by OLG when penalties are applied.

### 8.1 Charged With or Convicted of a Crime

<b>Retailer Conduct:</b>	<b>Charged with a Crime (5 year rolling history)</b>		
<b>Description:</b>	The retailer or their Staff is criminally charged with or convicted of any activity involving but not limited to fraud, theft, misrepresentation, moral turpitude, or any activity which OLG determines is damaging to its reputation. Retailers or their Staff must report knowledge of any of the above charges or convictions to OLG’s Support Centre within 5 days of the occurrence.		
<b>All Violations</b>			
<ul style="list-style-type: none"> <li>• Penalties range depending on the outcome of an investigation</li> <li>• Warning letter up to termination of Retailer Agreement</li> </ul>			

## 8.2 Retailer or Staff Dishonesty

<b>Retailer Conduct:</b>	<b>Retailer or Staff Dishonesty (5 year rolling history)</b>		
<b>Description:</b>	<p>OLG has zero tolerance with respect to retailer and Staff dishonesty and dishonest conduct. Examples include, but are not limited to, not providing full prize payout, making false prize claims and knowingly attempting to defraud the lottery system including pouch pack/coupon tampering, lottery ticket/product tampering, unauthorized lottery ticket/product transferring between retail locations, non-compliance with lottery coupon instructions and not providing customers with the promotional tickets they are entitled to. Any violation of this policy will be reported to the authorities by OLG.</p>		
<b>All Violations</b>			
<ul style="list-style-type: none"> <li>• Penalties range depending on the outcome of an investigation</li> <li>• Warning letter up to termination of Retailer Agreement</li> </ul>			

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### 8.3 Sale, Distribution or Redemption to/for Minors

<b>Retailer Conduct:</b>	<b>Sale, Distribution or Redemption to/for Minors (5 year rolling history)</b>		
<b>Description:</b>	Retailers and their Staff must not allow persons under the age of 18 years to participate in an OLG lottery at their location. For the purposes of this policy, to participate means to purchase, validate or redeem a lottery ticket/product. ID25 is not a requirement for the purchase of Lottery Gift Cards; however it is still a requirement for redemption.		
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>3<sup>rd</sup> Violation</b>	
<ul style="list-style-type: none"> <li>30 day suspension</li> </ul>	<ul style="list-style-type: none"> <li>6 month suspension</li> </ul>	<ul style="list-style-type: none"> <li>Termination of Retailer Agreement</li> </ul>	

### 8.4 ID25

<b>Retailer Conduct:</b>	<b>Failure to ask for government issued photo identification for individuals who appear to be under the age of 25 (5 year rolling history)</b>			
<b>Description:</b>	Retailers and their Staff must comply with OLG's "Age Control – It's the Law" training module and, specifically, to check acceptable forms of photo ID for individuals who appear to be under the age of 25, before processing any lottery ticket/product purchase, validation or redemption. ID25 is not a requirement for the purchase of Lottery Gift Cards; however it is still a requirement for redemption.			
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>3<sup>rd</sup> Violation</b>	<b>4<sup>th</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>Verbal and Written Warning</li> </ul>	<ul style="list-style-type: none"> <li>\$75 fee</li> </ul>	<ul style="list-style-type: none"> <li>\$150 fee</li> </ul>	<ul style="list-style-type: none"> <li>7 Day Terminal Suspension</li> </ul>	<ul style="list-style-type: none"> <li>30 day suspension and possible termination of the Retailer Agreement</li> </ul>

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## 8.5 Selling or Supplying Outside of Ontario

<b>Retailer Conduct:</b>	<b>Selling or Supplying Outside of Ontario (5 year rolling history)</b>
<b>Description:</b>	Retailers and their Staff must not sell, re-sell or distribute any OLG Authorized lottery tickets/products outside Ontario including supplying OLG Authorized lottery tickets/products to other persons where there are reasonable grounds for believing that such persons are involved in the sale of OLG Authorized lottery tickets/products outside Ontario (mail, telephone, internet, or otherwise).
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>
<ul style="list-style-type: none"> <li>• 90 day suspension</li> </ul>	<ul style="list-style-type: none"> <li>• Termination of the Retailer Agreement</li> </ul>

## 8.6 Pack Penalty

<b>Retailer Conduct:</b>	<b>Pack Penalty (1 year rolling history)</b>		
<b>Description:</b>	Retailers and their Staff selling instant lottery tickets/products that are not activated.		
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>3<sup>rd</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>• Warning Letter</li> </ul>	<ul style="list-style-type: none"> <li>• \$25 fee per pack</li> </ul>	<ul style="list-style-type: none"> <li>• \$50 fee per pack</li> </ul>	<ul style="list-style-type: none"> <li>• \$75 fee per pack</li> <li>• Possible termination of the Retailer Agreement</li> </ul>

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### 8.7 Customers Must Be Present

<b>Retailer Conduct:</b>	<b>Customers Must Be Present (5 Year Rolling History)</b>		
<b>Description:</b>	A retailer or their Staff found to have produced, purchased, played, validated, checked, redeemed, or held in custody lottery tickets/products without the customer present in the store is in violation of the Customers Must Be Present directive.		
<b>All Violations</b>			
<ul style="list-style-type: none"> <li>• Penalties range depending on the outcome of an investigation</li> <li>• Warning letter up to termination of Retailer Agreement</li> </ul>			

### 8.8 Sports Wagering Limits Violation

<b>Retailer Conduct:</b>	<b>Sports Wagering Limits Violation (5 year rolling history)</b>		
<b>Description:</b>	Retailers or their Staff found to have processed wagers greater than \$100 per product per customer (or group of customers) per day, per location, is in violation of the sports wagering directive.		
<b>All Violations</b>			
<ul style="list-style-type: none"> <li>• Penalties range depending on the outcome of an investigation</li> <li>• Warning letter up to termination of Retailer Agreement</li> </ul>			

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## 8.9 Incorrect Validation Process

<b>Retailer Conduct:</b>		<b>Incorrect Validation Process (5 year rolling history)</b>			
<b>Description:</b>		<p>Retailers or their Staff redeeming lottery tickets without following OLG’s validation process.</p> <ol style="list-style-type: none"> <li>1. <b><i>If the lottery ticket is not signed, ask the customer to sign it before validating.*</i></b> Do not validate an unsigned ticket/product or a ticket/product where any signature has been obviously altered in any way (i.e. crossed out, erased, whited out, etc.); direct the customer to mail the ticket/product to OLG.</li> <li>2. Tear through the barcode of each winning lottery ticket that is paid out up to your redemption limit. Return all winning and non-winning lottery tickets/products and corresponding customer receipts to the customer. Pay any prize owing to the customer. Only pay prizes for lottery tickets/products when the lottery terminal instructs you to pay.</li> <li>3. Keep clutter (lottery ticket paper) away from the lottery terminal, or printer.</li> <li>4. Ensure the customer display screen is readily visible to the customer at all times.</li> </ol> <p><b>NOTE</b></p> <p><b><i>*Financial penalties or suspensions below are doubled for violations of step #1 above. (This step does not apply to instantly generated free-plays where the free play ticket is physically connected to the customer receipt, as described in Section 5.1 of this Manual).</i></b></p> <p><b><i>Reminder to check ID for persons under the age of 25 and never redeem tickets for persons under the age of 18.</i></b></p>			
<b>1st Violation</b>	<b>2nd Violation</b>	<b>3rd Violation</b>	<b>4th Violation</b>	<b>5th Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>• Verbal and Written Warning</li> </ul>	<ul style="list-style-type: none"> <li>• \$50 fee</li> <li>* see note</li> </ul>	<ul style="list-style-type: none"> <li>• \$75 fee</li> <li>* see note</li> </ul>	<ul style="list-style-type: none"> <li>• \$100 fee</li> <li>* see note</li> </ul>	<ul style="list-style-type: none"> <li>• \$125 fee</li> <li>* see note</li> </ul>	<ul style="list-style-type: none"> <li>• 7 day suspension (*see note), possible termination of the Retailer Agreement</li> </ul>

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### 8.10 Paying Over Redemption Limit

<b>Retailer Conduct:</b>	<b>Paying Over Redemption Limit (1 year rolling history)</b>	
<b>Description:</b>	The payment of any lottery prize above the retailer’s identified redemption limit. The redemption limit is \$999.90.	
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>Warning Letter</li> <li>\$100 fee</li> <li>Pay retailer the full amount of the prize once the lottery ticket expires</li> </ul>	<ul style="list-style-type: none"> <li>Warning Letter</li> <li>\$200 fee</li> <li>Pay retailer the full amount of the prize once the lottery ticket expires</li> <li>Possible termination of the Retailer Agreement</li> </ul>	<ul style="list-style-type: none"> <li>Warning Letter</li> <li>Prize is not paid to the retailer</li> <li>Possible termination of the Retailer Agreement</li> </ul>

### 8.11 Deleted

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## 8.12 Deleted

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## 8.13 NSF

<b>Retailer Conduct:</b>	<b>NSF (1 year rolling history)</b>		
<b>Description:</b>	Non sufficient funds. The retail location may be suspended if funds are not provided as requested by OLG or if the deadline to provide Financial Security is not met.		
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>3<sup>rd</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>Warning Letter</li> </ul>	<ul style="list-style-type: none"> <li>\$25 fee</li> <li>Verbal and written notification of violation.</li> <li>Financial Security required</li> </ul>	<ul style="list-style-type: none"> <li>\$50 fee</li> <li>Payment must be wired to OLG</li> <li>Verbal and written notification of violation</li> <li>Possible termination of the Retailer Agreement</li> </ul>	<ul style="list-style-type: none"> <li>\$75 fee</li> <li>Payment must be wired to OLG</li> <li>Verbal and written notification of violation</li> <li>Possible termination of the Retailer Agreement</li> </ul>

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### 8.14 No Play at Work

Policy	Confirmed Violation	Rolling History	1 <sup>st</sup> Violation	2 <sup>nd</sup> Violation	Subsequent Violation(s)
2.3	No Play at Work	5 Year	<p><u>Ticket void. Prize claim will not be paid</u></p> <p>Violation Letter</p> <p>One-day suspension</p>	<p><u>Ticket void. Prize claim will not be paid</u></p> <p>Violation Letter</p> <p>Seven-day suspension</p>	<p><u>Ticket void. Prize claim will not be paid</u></p> <p>Violation Letter</p> <p>A minimum 30-day suspension</p> <p>Additional corrective action (including the termination of the Retailer Agreement) may be applied</p>

### 8.15 Deleted

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## 8.16 Suspended Retailers

<b>Retailer Conduct:</b>	<b>Suspended Retailers (5 Year Rolling History)</b>		
<b>Description:</b>	Retailers who have been suspended and duly notified, must not sell or redeem lottery tickets/products while under suspension.		
	<b>1st Violation</b>	<b>2nd Violation</b>	<b>3rd Violation</b>
	<ul style="list-style-type: none"> <li>Penalties range from an additional 7 day suspension up to termination of the Retailer Agreement based on the outcome of an investigation</li> </ul>	<ul style="list-style-type: none"> <li>Penalties range from an additional 30 day suspension up to termination of the Retailer Agreement based on the outcome of an investigation</li> </ul>	<ul style="list-style-type: none"> <li>Termination of the Retailer Agreement</li> </ul>

## 8.17 Forgotten/Found OLG Authorized Products or Lottery Gift Cards

<b>Retailer Conduct:</b>	<b>Forgotten/Found OLG Authorized Products (5 year rolling history)</b>		
<b>Description:</b>	Failure to comply with the policy, which states "If a lottery ticket/product or Lottery Gift Card is found at your retail location or if a customer leaves a lottery ticket/product or Lottery Gift Card at your retail location, you must call OLG immediately at 1-800-387-0104 to obtain assistance and report the details. Retailers and their Staff must not sell, validate, electronically check, cancel or redeem forgotten or found lottery tickets/products or Lottery Gift Cards under any circumstances".		
	<b>All Violations</b>		
	<ul style="list-style-type: none"> <li>Penalties range depending on the outcome of an investigation</li> <li>Warning letter up to termination of Retailer Agreement</li> </ul>		

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## 8.18 Retention of Adjusted OLG Authorized Products

<b>Retailer Conduct:</b>	<b>Retention of Adjusted Lottery Tickets/Products (1 year rolling history)</b>		
<b>Description:</b>	Retailers or their Staff not retaining adjusted lottery tickets/products for 30 days from the last draw date on the ticket.		
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>3<sup>rd</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>Warning Letter</li> </ul>	<ul style="list-style-type: none"> <li>\$25 fee</li> </ul>	<ul style="list-style-type: none"> <li>\$50 fee</li> </ul>	<ul style="list-style-type: none"> <li>\$100 fee</li> <li>Possible termination of the Retailer Agreement</li> </ul>

## 8.19 Removing From Sale – OLG Authorized Instant Lottery Tickets/Products

<b>Retailer Conduct:</b>	<b>Selling Instant Lottery Tickets/Products Removed From Sale (5 year rolling history)</b>		
<b>Description:</b>	Retailers or their Staff do not follow OLG instructions with respect to removing Instant Tickets from sale.		
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>3<sup>rd</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>Warning Letter</li> </ul>	<ul style="list-style-type: none"> <li>\$25 fee</li> </ul>	<ul style="list-style-type: none"> <li>\$50 fee</li> </ul>	<ul style="list-style-type: none"> <li>\$100 fee</li> <li>Possible termination of the Retailer Agreement</li> </ul>

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## 8.20 Group Play

<b>Retailer Conduct:</b>	<b>Group Play (5 year rolling history)</b>		
<b>Description:</b>	Retailer or their Staff found to have collected and pooled funds from customers to buy OLG lottery tickets/products.		
<b>All Violations</b>			
<ul style="list-style-type: none"> <li>Penalties range depending on the outcome of an investigation</li> <li>Warning letter up to termination of Retailer Agreement</li> </ul>			

## 8.21 Retailer Identification

<b>Retailer Conduct:</b>	<b>Retailers and Staff do not properly identify themselves to OLG as instructed before handling lottery tickets/products (1 year rolling history)</b>			
<b>Description:</b>	Failure to ensure the legal names (and date of birth if 18 years of age or older) of all retailers and Staff who handle lottery tickets/products appear on the list available from the lottery terminal.			
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>3<sup>rd</sup> Violation</b>	<b>4<sup>th</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>Warning Letter</li> </ul>	<ul style="list-style-type: none"> <li>Warning Letter</li> <li>\$50 fee</li> </ul>	<ul style="list-style-type: none"> <li>Warning Letter</li> <li>\$50 fee</li> </ul>	<ul style="list-style-type: none"> <li>Warning Letter</li> <li>\$50 fee</li> </ul>	<ul style="list-style-type: none"> <li>Penalties range depending on the outcome of an investigation</li> <li>Warning Letter up to termination of Retailer Agreement</li> </ul>

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## 8.22 Sale and Loading of Lottery Gift Cards

<b>Retailer Conduct:</b>	<b>Not following terminal instructions or providing receipts to customers. (1 Year Rolling History)</b>	
<b>Description:</b>	Retailers and their Staff must follow the instructions on the terminal when loading Lottery Gift Cards, and provide all terminal receipts and purchased cards to the customer after the load is completed.	
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>Warning letter</li> </ul>	<ul style="list-style-type: none"> <li>Warning letter</li> </ul>	<ul style="list-style-type: none"> <li>Penalties range depending on the outcome of an investigation</li> <li>Warning letter up to termination of Retailer Agreement</li> </ul>

## 8.23 Redeeming Lottery Gift Cards

<b>Retailer Conduct:</b>	<b>Improper Gift Card Redemption (1 year rolling history)</b>	
<b>Description:</b>	Not following the instructions on the terminal when accepting payments using Lottery Gift Cards. Not returning all Lottery Gift Cards and receipts to the customer. Not accepting Lottery Gift Cards for payment at participating locations.	
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>Warning letter</li> </ul>	<ul style="list-style-type: none"> <li>Warning letter</li> </ul>	<ul style="list-style-type: none"> <li>Penalties range depending on the outcome of an investigation</li> <li>Warning letter up to termination of Retailer Agreement</li> </ul>

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## 8.24 Selling Deactivated Instant Lottery Tickets

<b>Retailer Conduct:</b>	<b>Selling Instant Lottery Tickets That Have Been Deactivated (1 year rolling history)</b>		
<b>Description:</b>	Retailers or their Staff not following OLG instructions with respect to selling deactivated Instant Tickets.		
<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>3<sup>rd</sup> Violation</b>	<b>Subsequent Violations</b>
<ul style="list-style-type: none"> <li>Warning Letter</li> </ul>	<ul style="list-style-type: none"> <li>Warning Letter</li> </ul>	<ul style="list-style-type: none"> <li>Warning Letter</li> </ul>	<ul style="list-style-type: none"> <li>\$25 fee</li> </ul>

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## Implementation of Other Sanctions

Notwithstanding any other corrective action or remedy taken by or otherwise available to OLG pursuant to this Policy Manual, OLG may, in OLG's sole discretion, take any of the following action(s)

1. Apply fees, penalties, service charges and other sanctions as it sees fit for Retailer Agreement or policy violations not specifically captured in this Manual. OLG may apply more severe penalties and/or escalate immediately to AGCO depending on the severity of the violation.
2. Leave accounts in a suspended status while OLG Investigations, AGCO or the Ontario Provincial Police (OPP) bureau at AGCO continues with their independent investigations.
3. In any case where a retail location is suspended for an extended period of time and as a result is de-installed from the location, the retailer will be charged a re-installation fee in addition to any other fees and penalties. OLG may choose not to reinstall the lottery terminal.
4. Take such other action as OLG deems appropriate.

AGCO will have access to all details of all infractions under this Manual and may choose to impose its own penalties.

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## **Glossary of Commonly Used Terms within the Retailer Policy Manual**

Authorized Products	Means lottery tickets for any lottery scheme(s) that OLG has from time to time specifically authorized the retailer to participate in under the Retailer Agreement and which the retailer has agreed to participate in, including products like those of the Interprovincial Lottery Corporation in which OLG participates, which authorization may be amended or substituted from time to time by OLG, in OLG's sole and unfettered discretion, immediately upon written notice in situations that OLG determines to be emergency or urgent situations, such as software malfunctions and product recalls, and otherwise upon at least ten (10) days' advance written notice to the retailer, without otherwise affecting the terms of the Retailer Agreement. For greater certainty, the retailer has agreed to participate in lottery schemes which do not materially differ from those that the retailer has previously participated in.
Lottery Gift Cards	Means an OLG branded gift card which customers can purchase or load value on, and which the retailer has agreed to participate in, relating to the marketing and sale of OLG Authorized Products. On its own, a Lottery Gift Card is not an authorized product, but it is a financial instrument which customers may use to purchase OLG Authorized Products.
Authorized services	Means all services that OLG has from time to time specifically authorized the retailer to provide to the public under the Retailer Agreement and which the retailer has agreed to participate in, relating to the marketing, handling and sale of Authorized Products, including validation of winning tickets, payment of winning ticket prizes, providing lottery game information, winning number information and subscription/play information and providing those other customer services otherwise provided for in the Retailer Agreement, which authorization may be amended or substituted from time to time by OLG, in OLG's sole and unfettered discretion, immediately upon written notice in situations that OLG determines to be emergency or urgent situations, such as software malfunctions and product recalls, and otherwise, upon at least ten (10) days' advance written notice to the retailer without otherwise affecting the terms of the Retailer Agreement. For greater certainty, the retailer has agreed to participate in services which do not materially differ from those that the retailer has previously participated in. This definition replaces all previous definitions.
Staff	Means any employee, director, officer, partner, contractor, representative or agent of the retailer who is engaged in any material manner in the sale of or handling of Authorized Products or the provision of Authorized services, which for greater clarity shall mean persons involved with the actual activity surrounding the receipt, inventory control, activation, sale, checking, validation and redemption of lottery tickets, the operation of the lottery terminal and its peripherals.

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