

BCLC'S "FUN WITH FRIENDS GAME" COMPETITION OFFICIAL RULES
("Official Rules")

THE COMPETITION BEGINS AT 9:00:01 AM PACIFIC TIME ON WEDNESDAY MAY 24, 2017 AND ALL ENTRIES (DEFINED BELOW) MUST BE RECEIVED BY THE BRITISH COLUMBIA LOTTERY CORPORATION ("BCLC") NO LATER THAN 04:30:00 PM PACIFIC TIME ON JUNE 13, 2017 (THE "ENTRY DEADLINE").

BCLC is the Crown Corporation responsible for the conduct and management of gaming on behalf of the Province of British Columbia in accordance with the Gaming Control Act (BC) and the Criminal Code. B.C. Lottotech International Inc. ("BCLII") is a wholly owned subsidiary of BCLC. If this Competition is issued by BCLII, then references to BCLC throughout are deemed to be references to BCLII. Further details about BCLC can be learned through our website at www.BCLC.com. As an innovative way to explore new game concepts for our players, BCLC is launching this Competition to invite those with innovative gaming ideas and experience to potentially collaborate with BCLC. Through this Competition, BCLC may license games from entrants who will continue to own their games.

This Competition is focused on the "Fun with Friends" archetype, which is a game design for people who prefer to spend social game time with their family and friends and offer an added element of entertainment. The Competition is intended to select and develop games that contain the following "**Fun with Friends Design Elements**":

- Designed for group play
- Put the social experience first
- Keep it simple and easy to learn
- Any competitive aspects should be fun and friendly
- Consider how the game affects interactions
- Maximize entertainment
- Have the potential for real money gaming mechanics

ELIGIBILITY: Subject to certain exceptions listed below, the "Fun with Friends Game" competition (the "**Competition**") is open to a person or company who:

- if an individual, is at least nineteen (19) years old at the time of entry,
- is legally able to contract with BCLC,
- agrees to register with the Gaming Policy and Enforcement Branch ("**GPEB**") if selected as a Winner (defined below), and
- agrees to be bound by all of these Official Rules, including, without limitation, the non-disclosure terms set out in these Official Rules; and
- if selected as a Winner, agrees to negotiate with BCLC.

(an "**Eligible Entrant**").

EXCLUDED PERSONS: BCLC employees, BCLC employee family or household members residing at the same address, as well as officers and directors of BCLC or subsidiaries are not eligible to enter into or win this Competition.

OFFICIAL RULES BINDING: Submission of an Entry or participation in the Competition constitutes the entrant's full and unconditional agreement to these Official Rules and to BCLC's decisions, which decisions shall be final and

binding on all persons as to all matters related to the Competition. Winning a Prize is contingent upon the entrant fulfilling all requirements set forth in these Official Rules.

TIMING: BCLC's clock designated for purposes of the Competition shall be the official time-keeping device for the Competition.

The following table provides a high level overview of the major steps in the Competition where all dates occur in the year 2017, unless otherwise specified. The steps and dates are subject to change at BCLC's sole discretion.

Milestone	Date
BCLC posts Competition, including on www.bcbid.gov.bc.ca	May 24, 2017
Entry Deadline	June 13, 2017
Invitations sent to selected Eligible Entrants	June 14, 2017
Round 1 - Eligible Entrants Submit Round 1 Responses	June 14, 2017 to June 27, 2017
BCLC completes evaluation of each Round 1 Entry	June 28, 2017 to July 10, 2017
BCLC Notification of Round 1 Short-Listed Eligible Entrants	July 11, 2017
Round 2 - Short Listed Eligible Entrants Submit Round 2 Responses	July 12, 2017 to July 25, 2017
Eligible Entrant Presentations/ Live Demo during Round 2	July 26, 2017 to August 9, 2017
BCLC Selection of Winners and Notification	August 15, 2017
Commence Contract Negotiations with Winners	August 22, 2017

TO ENTER: To enter, entrants must complete the entry form and submit it electronically **only** through the BCLC online form located at <https://innovationbclc.com/blog> (the "Entry") before no later than the Entry Deadline. Permitted communications after the Entry will be submitted by an Eligible Entrant through email to ebid@bclc.com or as otherwise advised by BCLC to the entrant.

Each Entry must:

- have the full legal name of the entrant (whether personal or a legal entity like a corporation);
- provide the entrant's original name for the Game (the "Name");
- provide a short description of the game (the "Game") not to exceed two hundred (200) characters;
- provide the entrant's phone number; and
- be a single entrant as a person or corporation (as no group Entry will be considered).

(each an "Eligibility Requirement").

All Entries and submissions will be in English and any key information should not be referenced via web links or hyperlinks. Any portion not in English, and any content contained in web links or hyperlinks, may not be considered. Each entrant is encouraged to keep a copy of the Entry for their own files. Entries will not be returned to entrants.

BCLC may, in its sole discretion, amend this Competition at any time by issuing a written addendum and posting the addendum on BCBid. Entrants are responsible for obtaining and reviewing all addenda.

FREEDOM OF INFORMATION: ALL DOCUMENTS, INCLUDING ANY ENTRY, SUBMITTED PURSUANT TO THIS COMPETITION WILL BECOME THE PROPERTY OF BCLC. ALL INFORMATION RECEIVED WILL BE HELD IN CONFIDENCE BY BCLC, SUBJECT TO THE DISCLOSURE PROVISIONS OF THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (BRITISH COLUMBIA) (“**FIPPA**”), OR ANY OTHER DISCLOSURE OBLIGATIONS IMPOSED UPON BCLC BY LAW OR OTHER REGULATORY BODY WITH JURISDICTION OVER BCLC.

AN ENTRANT SHOULD INDICATE CLEARLY IN THE ENTRY ANY INFORMATION OR ELEMENTS OF THE ENTRY THAT SHOULD BE CONSIDERED CONFIDENTIAL AND COULD HARM ITS COMPETITIVE INTERESTS IF RELEASED.

NO PUBLIC STATEMENTS: Entrants agree not to make any public statement or comment (written or oral) regarding the Competition or BCLC if an entrant is selected as a Winner (defined below) unless and until BCLC and an Eligible Entrant enters in to a written agreement and are permitted to do so under the agreement.

ENTRANT INTELLECTUAL PROPERTY: An entrant should indicate clearly in the Entry any information or elements of the Entry that are patented, trademarked, copyrighted, or otherwise proprietary. An entrant should enclose proof of such proprietary nature where possible (e.g., certificate of any registered trademark).

Each Entry must be the original work of the entrant, and the entrant must own all rights to the Entry, including copyright, trademark, patents and publicity rights. Any Entry that, in the opinion of BCLC, was fraudulently created, infringes upon the rights of others, or is incomplete, unreadable or offensive will be disqualified.

Subject to an entrant’s intellectual property rights, in no event shall BCLC be precluded or restricted from developing, using, marketing or providing for itself, or for others, materials that are the same, similar or competitive with the products, services or the Game of any entrant, irrespective of their similarity to any products, services or game offered by any entrant in connection with this Competition. Entrant acknowledges that BCLC may already possess or have developed such materials. In addition, subject to its obligations of confidentiality and to the entrant’s intellectual property rights, BCLC shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its business that are used or developed in the course of undertaking this Competition, and BCLC shall remain free to provide products, services and games to any person subject to the entrant’s intellectual property rights.

SUBMISSIONS: Entries and other material submitted during the Competition will not be acknowledged or returned. Any Entry obtained or submitted outside authorized, legitimate channels, or not in compliance with these Official Rules, will be void. By submitting an Entry, each entrant represents and warrants that the Entry meets each requirement set forth in these Official Rules, including without limitation all of the Eligibility Requirements and that it has every right necessary to license the Game to BCLC on the basis contemplated by this Competition.

LOST OR LATE ENTRIES: BCLC is not responsible for any Entry that is lost, late, incomplete, altered, duplicated, damaged, destroyed, ineligible, illegible or misdirected. If duplicate Games are received from the same entrant, only the first Entry received shall be considered.

Entries, Games and entrants not clearly demonstrating that they meet all of the Eligibility Requirements of the Competition will be excluded from further consideration during the Competition and judging.

ENTRY EVALUATION: BCLC will review each Entry and each entrant to determine if they meet all the Eligibility Requirements. Only an Entry and an Eligible Entrant meeting all Eligibility Requirements will be eligible for judging.

BCLC wishes to evaluate and select a Game that offers the best overall design and value to BCLC in innovatively addressing the needs of the “Fun with Friends’ archetype.

JUDGING CRITERIA: An Entry by an Eligible Entrant meeting all the Eligibility Requirements will be judged by BCLC in the following process.

Round 1: BCLC will notify selected Eligible Entrants (target date June 14, 2017) to invite each Eligible Entrant to submit an email response through ebid@bclc.com by no later than 04:30:00 pm pacific time on June 27, 2017 (unless extended) (the “**Round 1**”) to all of the following questions regarding their Game:

- (1) How does the Game involve elements of gambling? To be considered gambling, the Game must contain the gambling elements of stakes, chance and reward.
- (2) How Is the Game innovative? Innovation is measured on how novel, unique and/or disruptive the Game or experience is.
- (3) How well does the Game connect to the “Funwith Friends” archetype by addressing each of the Fun with Friends Design Elements set out in the Official Rules?
- (4) How does the Game create value? We are looking for Games that have the ability to attract new customers to BCLC and connect our customers socially.
- (5) How mature is the Game? We are looking to determine how far in development your Game is in. How far in development is your game from entering the market?
(collectively, the “**Round 1 Questions**”)

As part of the Round 1 Questions, each Eligible Entrant must submit a video or link to a private online video describing the Game, while addressing the Round 1 Questions. The maximum length of the video is three (3) minutes.

The Round 1 Questions will all be scored on a point system of 0 to 5 and given equal weight in judging.

BCLC will, in its sole discretion, select up to ten (10) Entries with the highest combined scores in the First Round to advance to the Second Round (defined below) of judging.

Final Round: If selected by BCLC in the First Round to advance to the Final Round, each Eligible Entrant will be invited by BCLC on (target date July 11, 2017) to submit an email response through ebid@bclc.com by no later than 04:30:00 pm pacific time on July 25, 2017 (unless extended) (the “**Final Round**”) to answer all of the following questions:

- (1) How does the Game innovatively address the Fun with Friends archetype, including but not limited to the Fun with Friends Design Elements? (High)
- (2) What are the Game’s top three (3) features? (High)
- (3) What key activities (if any) are measured in the Game? (High)
- (4) What is the Game’s unique value proposition? (High)
- (5) What sets the Game apart from other similar games? (Medium)
- (6) What channels of distribution is or could the Game be in?(Medium)
- (7) What competition does the Game have? (Medium)
- (8) What is the cost structure for customer acquisition, development, hosting or other costs? (High)
- (9) What is the revenue model, including lifetime revenue and margins? (High)

(collectively, “**Final Round Questions**”).

The Final Round Questions will have the weight assigned to it as indicated beside each question above. “**High**” represents a high value to BCLC, with a maximum value of 10 points per question, and “**Medium**” represents a medium value to BCLC, with a maximum value of 5 points per question.

As part of the Final Round, each Eligible Entrant will be invited to make a presentation to BCLC, in part to address the Round 2 Questions. The Final Round Questions will be judged using the weighted criteria described above, based on the written submitted answers as may be clarified during the presentation.

In addition to helping evaluate Final Round Questions, the presentation will be scored for:

- (1) Professionalism displayed by Entrant, including measure of confidence in Entrant’s ability to deliver the Game as promised. (High)
- (2) Esthetics of Game, including any value added features of Game displayed in the presentation. (High)
- (3) Demonstration of the Game validates the Entrant’s written responses to the Round 1 Questions. (High)

The maximum length of the presentation is thirty (30) minutes, plus any time permitted by BCLC to address BCLC’s questions on the presentation. The presentation will occur during the dates outlined for Final Round. An agenda will be provided in advance.

In addition to the Final Round Questions and Presentation, BCLC may, at its sole discretion, evaluate Eligible Entrants in the Final Round based on any commentary on contracts that may be provided at this stage by BCLC, and any financial assessments and reference checks that may be performed by this stage.

BCLC will, in its sole discretion, select up to three (3) Entries with the highest combined scores in the Second Round to advance in the Competition.

WINNER NOTIFICATION: BCLC will attempt to notify each Winner via email on or about August 15, 2017.

Each Game and Eligible Entrant will be evaluated by BCLC who may select any, all or no Entry from Round 2 for the opportunity to negotiate with BCLC to bring the Game to the public through BCLC (each a “**Winner**”). BCLC may, in its sole discretion, enter into negotiation discussions with one or more Winners at the same time.

By accepting a Prize, the Eligible Entrant consents (where legal) to the use of the entrant's name, likeness, photograph, biographical information and statements by BCLC (and its service providers or affiliates) for purposes of advertising, promotion and publicity without notice or compensation, except as required by law, for the period of one (1) year from accepting the Prize, and with BCLC’s option to extend such period for one (1) additional year.

PRIZE AND WINNER NEGOTIATIONS: A Winner whose Game is Validated (as defined below) and who passes or is likely (in BCLC’s sole discretion) to pass GPEB registration and other regulatory requirements will, as the “**Prize**”, have the opportunity to negotiate with BCLC to enter an agreement for the Eligible Entrant to license its Game to BCLC to develop, market and use the Game. The winning Game and Name may also be included on BCLC’s website and marketing material in the future. Odds of being selected as a Winner depend on the number of eligible Entries received during the Competition and the caliber of such Entries.

Each Winner hereby agrees to the terms set out in Attachment A (below). For a period of up to 120 days from notification by BCLC to Winner that it has won a Prize, BCLC will work with each Winner to validate the Game with BCLC’s customers apply real money gaming mechanics, and determine if a market for the Game exists. If, in BCLC’s sole discretion, the Game is validated (“Validated”), then BCLC will work with the Eligible Entrant to assist in passing the GPEB requirements and other regulatory requirements for the Game and Eligible Entrant. If, at any time, the

Game is not validated or ceases to be deemed to be validated by BCLC, BCLC will notify the Eligible Entrant within 10 business days.

BCLC anticipates entering into negotiations with each Winner for a licensing agreement for BCLC to use the Game with an estimated start date for these negotiations in late August 2017 (timing is subject to change).

BCLC reserves the right at any time to set out any required contract terms.

BCLC may provide Eligible Entrants selected for Second Round judging with any select agreement terms for review and comment to explore the extent to which such entrants will agree to such terms in a negotiated agreement. BCLC may request such entrant commentary and such commentary may at BCLC's sole discretion be taken into account in evaluation and ranking and determination in the Second Round for judging any Winner.

Contract negotiation is anticipated to proceed as follows:

- If BCLC considers, in its sole discretion, that there is a likelihood of reaching a successful agreement with a Winner, BCLC will enter into negotiations with a Winner for a long term agreement for BCLC to acquire an exclusive license in British Columbia to the Game and related intellectual property, and including, without limitation, terms related to compensation, payment, representations and warranties, indemnification, intellectual property ownership and dispute resolution processes, all acceptable to BCLC. If a Winner already has an agreement or set of agreements with BCLC (directly or indirectly), BCLC may at its sole option negotiate on the basis of the existing agreement(s).
- If BCLC and Winner cannot complete their negotiations in ninety (90) days, or such other period as BCLC may in its sole discretion, determine, or if value for money is not evident, BCLC may, but is not obligated to, proceed to negotiate an agreement any lower ranked Eligible Entrant to negotiate an agreement for its Game. At any point during this process, BCLC may assess the progress of negotiations and may, cease any negotiations.
- At all times, BCLC maintains the right to separately negotiate and acquire Games from any of the Eligible Entrant or Winners to achieve its project goals.

Neither acceptance of any Entry nor execution of a contract with an entrant will constitute approval of any activity contemplated by any Entry or Game that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal law or regulation.

JUDGING DISCRETION: BCLC's decisions and selections will be final and binding on all persons as to all matters related to the Competition.

In any judging, BCLC may, without limitation, consider, BCLC's overall confidence in the viability of proposed Game, completeness of the Game proposed; information from external sources; entrant's understanding of BCLC's requirements and commitment to meeting those requirements; qualifications of the entrant (and principals of the entrant, if applicable), including knowledge, experience and proficiency of the entrant; professional reputation appropriate to the goods/services; any publicly available information; capability, skill, flexibility, and sufficiency of resources to successfully deliver the Game under the proposed timelines; strategic thinking through demonstrated experience and evidence of strategic thinking and insightful understanding of BCLC's customers and markets; any proposed pricing or revenue scheme; value determined for overall value, best market impact, or result to BCLC; any value added offerings proposed that would result in a better Game, service, lower costs, increased efficiencies, etc.; and, the quality of the entrant presentations and demonstrations (if applicable) and the entrant's abilities to address questions and perceived gaps.

Each Entry and entrant will be assessed on all information provided in the Entry, and during the Competition. BCLC will have sole and absolute discretion in considering and judging Games and entrants, judging acceptability of Games, and selecting any entrant, if any, for further consideration.

LICENSE GRANT TO ENTRY: By submitting an Entry, each entrant (including, for clarity, any Winner) explicitly and irrevocably grants to BCLC the right to use the Entry or any materials and information submitted in the Competition (in whole or in part) for all purposes of the Competition on a non-exclusive, perpetual, sub-licensable, transferable, royalty-free basis in any and all media now known or later developed, without time or territorial limitations. Each entrant waives any right to assert its moral rights in respect of the foregoing grant, and will cause any person who has any moral rights in or to the Entry or any materials and information submitted to waive such moral rights in writing. Each entrant represents and warrants that no third parties have any moral rights in the entrant's Entry.

RELEASE: Except where prohibited, by entering, each entrant agrees to release and hold harmless BCLC, its suppliers, advertising/promotion agencies, and each of their respective parent companies, subsidiaries and affiliates and each of such company's officers, directors, employees, contractors, representatives and agents (collectively, the "**Released Parties**") from and against any claim or cause of action (including legal fees) ("**Claims**") brought or asserted by or on behalf of any third party against any of the Released Parties arising from or related to its submitted Entry, Game, Name or any materials and information submitted by an entrant infringing a third party's intellectual property rights, publicity, privacy or confidentiality rights, or defaming or otherwise causing harm to a third party. Each entrant acknowledges that if any court or competent authority finds that any provision of the releases (the "**Release**") set forth in this section (or part of any provision thereof) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Release shall not be affected. Entrants further acknowledge that the provisions of this Release shall enure to the benefit of the respective heirs, executors, administrators, legal and personal representatives, successors and assigns of the Released Parties and shall be binding upon entrant and his/her heirs, executors, administrators, legal and personal representatives.

LIMITATION ON LIABILITY: Except where prohibited by applicable law, BCLC and its owners, subsidiaries and affiliates and each of such company's officers, directors, employees, contractors, representatives and agents are not responsible for: (1) any incorrect or inaccurate information, including without limitation, incorrect or inaccurate information that is the result of any printing errors or by any of the equipment or programming associated with or utilized in the Competition, and whether caused by BCLC or by any entrant; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in internet or connectivity services, or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of Entries; (5) late, lost, undeliverable, damaged or stolen communications; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Competition or receipt or use or misuse of any prize. If for any reason an entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Competition, if it is possible. No more than the stated number of prizes will be awarded.

Each entrant:

- (1) agrees not to bring any claim against BCLC, or any of its employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the entrant in preparing its Entry in respect of this Competition, including:
 - a. if BCLC accepts a non-compliant Entry or otherwise breaches, or fundamentally breaches, the terms of this Competition;
 - b. if the Competition is modified, suspended or cancelled for any reason (including modification of the scope of the Services or modification of this Competition or both) or BCLC exercises any rights under this Competition;
 - c. if BCLC awards, or does not award, a contract in accordance with this Competition; and

- (2) waives any and all claims against BCLC, and all of its employees, advisors and representatives for loss of anticipated profits or loss of opportunity if no agreement is made between BCLC and the entrant, for any reason, including:
 - a. if BCLC accepts a non-compliant Entry or otherwise breaches, or fundamentally breaches, the terms of this Competition;
 - b. if the Competition is modified, suspended or cancelled for any reason (including modification of the scope of the Services or modification of this Competition or both) or BCLC exercises any rights under this Competition;
 - c. if BCLC awards, or does not award, a contract in accordance with this Competition.

CONFIDENTIALITY:

“**Transaction**” means (a) BCLC’s evaluation of an entrant’s Entry, submissions, materials and all associated communication with the entrant for this Competition, and, (b) solely where BCLC determines in its sole discretion that the Eligible Entrant is a Winner, negotiation of an agreement with the Eligible Entrant for the license to the Game, and any goods or services provided before such an agreement is executed.

“**Confidential Information**” means any information that is disclosed by BCLC (“**Disclosing Party**”) to the entrant (“**Recipient**”), or by a third party to the Recipient, or that otherwise comes to the Recipient’s knowledge that is not generally known to the public. Confidential Information includes, without limitation, any proprietary, financial, customer, technology or business information, and all documents prepared by the Recipient or anyone on Recipient’s behalf incorporating in whole or in part any of the Confidential Information, and all information that the Recipient or anyone on Recipient’s behalf derives from any of the Confidential Information. Confidential Information may be either the property of the Disclosing Party or of a third party entrusting such Confidential Information to the Disclosing Party.

The Recipient acknowledges the economic value to the Disclosing Party of the Confidential Information. For all Confidential Information, the Recipient will:

- a. Use the Confidential Information only for the purpose(s) of the Transaction, and promptly cease use of the Confidential Information once either the Transaction or these Official Rules terminates;

- b. Restrict disclosure of the Confidential Information solely to those employees, contractors and consultants of such party with a “need to know” who have entered into confidentiality arrangements at least as stringent as the terms herein and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;

- c. Advise those employees, contractors and consultants who gain access to Confidential Information of their obligations regarding the Confidential Information;
- d. Make only the number of copies of the Confidential Information necessary to disseminate the information to those employees, contractors and consultants who are entitled to have access to it, and ensure that all confidentiality and attribution notices set forth on the Confidential Information are reproduced in full on such copies; and
- e. Safe guard the Confidential Information with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information but with no less than a reasonable standard of care.

For the purposes of these Official Rules only, a “need to know” means that the employee, contractor or consultant requires the Confidential Information in order to perform his or her responsibilities in connection with the Transaction.

The obligations of confidentiality do not apply to any information that the Recipient can demonstrate:

- a. Is or becomes available to the public through no breach of these Official Rules;
- b. Was previously known by the Recipient lawfully without any obligation to hold it in confidence;
- c. Is received from a third party free to disclose such information without restriction;
- d. Is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
- e. Is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
- f. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- g. Is disclosed in response to a valid order, subpoena, or other legally enforceable demand of a court, governmental, regulatory or administrative body of Canada, or any of its political subdivisions, with jurisdiction over either party, but only to the extent of and for the purposes of such order; provided, however, that the Recipient will first notify the Disclosing Party of the order and permit the Disclosing Party to seek an appropriate protective order.

Within ten (10) business days of being notified of a written request by BCLC, whichever is sooner, entrant will cause the Confidential Information of BCLC to be destroyed by a bonded, confidential destruction service and, if requested by BCLC certify in writing to BCLC that it has done so.

The parties agree that an impending or existing violation of any provision of these Official Rules would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and the Disclosing Party will be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

Nothing contained in these Official Rules or in any discussions undertaken or disclosure regarding the Transaction will (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or (b) limit either party’s right to conduct similar discussions and negotiations, perform or receive similar work, services, games or goods, so long as such discussions or work do not violate these Official Rules.

No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by these Official Rules or any disclosure hereunder, except for the right to use such information in accordance with these Official Rules.

NON PUBLICATION: An entrant will not refer to or use the name of BCLC or its marks in connection with any marketing, promotion, advertising, publicity, or publication, or similar activity without the prior written consent of BCLC.

GENERAL CONDITIONS:

The Competition is subject to all applicable federal, provincial, municipal and local laws and regulations and is void where prohibited or restricted by law.

BCLC reserves the right to cancel, suspend and/or modify the Competition, or any part of it at any time and for any reason, including, without limitation, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Competition, as determined by BCLC in its sole discretion. In such event, BCLC, in its sole discretion, may determine Winners from all eligible Entries received as of the termination date. BCLC reserves the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of the Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law. Should a person make such an attempt, BCLC reserves the right to seek damages from such person to the fullest extent permitted by law. BCLC's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The following provisions apply without limiting any other provision of these Official Rules.

1. BCLC is not bound to accept any Entry submitted, and may accept, reject or disqualify any or all Entries, entrants or Eligible Entrants at any time in its discretion.
2. BCLC will be under no obligation to receive further information, whether written or oral, from any entrant.
3. Nothing in this Competition or Official Rules will be construed to limit the options for BCLC to obtain products or services through separate competitive process(es), nor to limit its options in continuing or extending existing contractual arrangements.
4. BCLC may award the entire or part of the scope of products, services or work, contemplated under the Competition, to one (1) or more selected entrants.
5. An entrant may submit more than one (1) Entry, each of which will be evaluated separately. If entrants submit more than one (1) Entry, each Entry should be for a substantially different Game. If an entrant submits more than one (1) Entry, and BCLC does not consider them to be substantially different Games, BCLC may in its sole discretion determine that BCLC will not evaluate any or all Entries from such entrant.
6. Entrants will notify BCLC of any change in an entrant's entity. BCLC may, upon request, consider and in its sole discretion approve, any change in an entrant's entity at any time before or after submission of an Entry and award of an agreement, and may in its sole discretion provide such approval retroactively.
7. BCLC may disqualify the entrant or rescind a contract subsequently entered into if the entrant's Entry contains misrepresentations or any other inaccurate, misleading or incomplete information.
8. Notice in writing to an entrant of the acceptance of its Entry by BCLC and the subsequent full execution of a written contract with that entrant as a Winner will constitute a contract for goods and services and no entrant will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

9. Engaging in any Conflict of Interest activity or breaching the confidentiality provisions of these Official Rules may result in the entrant's disqualification from the Competition. In this context, "**Conflict of Interest**" means in relation to the Competition, BCLC's determination in BCLC's sole discretion that the entrant has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to confidential information of BCLC in the preparation of its Entry that is not available to other entrants; (ii) communicating with any person with a view to influencing preferred treatment in the Competition (including but not limited to the lobbying of decision makers involved in the Competition); or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the Competition.

10. The entrant and BCLC will each bear its own costs associated with or incurred through the Competition, including any costs arising out of or incurred in: (a) the preparation and issuance of the Competition; (b) the preparation and submission of an Entry; (c) the conduct of evaluations, interviews, demonstrations, discussions, negotiations or any other activities related to the Competition; and (d) the preparation and activities related to any validation of a Winner's Game or the negotiation of any agreement with a Winner.

11. BCLC's evaluation includes information provided by the entrant's references and may consider the entrant's past performance on previous contracts with BCLC or other entities. BCLC may conduct reference checks and assess the financial information of the entrants at any time in the evaluation process.

12. The entrant will not, at any time, directly or indirectly communicate with the media in relation to the Competition or any contract awarded pursuant to the Competition without first obtaining the written permission of BCLC.

13. The entrant may not change the wording of its Entry after the deadline for Entry submissions and no words or comments will be changed unless requested by BCLC for purposes of clarification.

14. The information contained in these Official Rules is not guaranteed or warranted to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in these Official Rules is intended to relieve entrants from forming their own opinions and conclusions with respect to the matters addressed in these Official Rules. If an entrant discovers any inconsistency, discrepancy, ambiguity or error in these Official Rules or any omission, the entrant will notify BCLC in writing or via email. Entrants should satisfy themselves in all respects as to the risks and obligations to be undertaken by them through the process of this Competition and their Entries.

15. These Official Rules or any portion hereof, or any information subsequently provided by BCLC under this Competition may not be used for any purpose other than a submission of an Entry.

16. The entrant agrees to abide by all the rules set out in these Official Rules.

17. No entrant will have the right to make any claims against BCLC with respect to the award of a contract or failure to award a contract. BCLC is not, and will not be, obligated to any person, including without limitation any of the entrants, in any manner with respect to the Competition, any Entry made by an entrant, any contract, if any, and by submitting an Entry, the entrant agrees that it will not claim damages for whatever reason relating to the Competition, a contract, if any, or in respect of the competitive process, or in respect of its costs associated with preparing an Entry, and by submitting an Entry, the entrant waives any claim therefor.

RESERVED RIGHTS: Without limiting any other provision of these Official Rules, BCLC reserves the right to, and may, in its sole and absolute discretion, at any time and for any reason:

1. Request any information to demonstrate that any Eligibility Requirement is met.
2. Not provide additional information to an entrant potential entrant if any Eligibility Requirement is not met.

3. Request clarification of an Entry or additional information from an entrant at any stage of the Competition; however BCLC is under no obligation to do so.
4. Waive a defect, irregularity, non-conformity or non-compliance in or with respect to an Entry or failure to comply with the requirements of the Competition or these Official Rules, and accept an Entry even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of the Competition or these Official Rules would otherwise render the Entry null and void.
5. Extend any date, time, period or deadline provided in these Official Rules.
6. Re-advertise for new or additional Entries.
7. Elicit offers from other persons (whether or not such persons have responded to the Competition, submitted an Entry or agreed to these Official Rules) or engage in another request for Entries or other procurement.
8. Enter into a contract with persons who have not responded to these Official Rules.
9. Terminate negotiations with any entrant.
10. Choose any Entry without regard to price, cost or compensation.

NO LEGAL RELATIONSHIP: The Competition process is intended to identify prospective licensors for the purposes of negotiating potential agreements for innovative games using the “Fun with Friends” archetype. This Competition should not be construed as an agreement to purchase goods or services. No legal relationship or obligation regarding the procurement of any good or service will be created between any entrant and BCLC by the Competition process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

LEGAL COUNSEL: BCLC is represented by Fasken Martineau LLP. By submitting an Entry or Game, each entrant expressly consents to Fasken Martineau LLP continuing to represent BCLC for all matters in relation to this Competition, including any matter that is adverse to the entrant, despite any information of the entrant and any solicitor-client relationship that the entrant may have had, or may have, with Fasken Martineau LLP in relation to matters other than this Competition. This section is not intended to waive any of the entrant’s rights of confidentiality or solicitor-client privilege. BCLC reserves the right at any time to waive any provision of this section.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and BCLC in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the Province of British Columbia without giving effect to any choice of law or conflict of law rules (whether of the Province of British Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of British Columbia.

ENTRANT'S PERSONAL INFORMATION: Information collected from entrants is subject to BCLC’s Privacy Policy posted at <https://innovationbclc.com/partners/partner-with-us>

ENQUIRIES: All relevant enquiries related to this Competition are to be in writing or via email to on ebid@bclc.com, referencing the Competition number, and directed only to the designated contact person. Information received from any other source is not official and cannot be relied upon.

BCLC will respond to enquiries that it considers relevant to this Competition, which BCLC will determine in its sole discretion. All enquiries will, prior to the commencement of Round 1, be posted on the BC Bid website. In Round 1, responses will be provided to Eligible Entrants. In Round 2, responses will be provided to the short-listed Eligible Entrants. If any entrant does contact any person within BCLC, other than the designated contact person regarding any matter in connection with this Competition, BCLC may, in its sole discretion, disqualify that entrant from participating in the Competition process and reject that entrant and Entry's Entry without further consideration.

COPY OF OFFICIAL COMPETITION RULES: The Official Rules are available during the Competition at <https://innovationbclc.com/blog>.

© 2017 British Columbia Lottery Corporation. All rights reserved.

Attachment A - Winners Conditions

Without limiting the application of any other provision of the Official Rules:

1. *Each Winner remains bound by all confidentiality obligations set out in the Official Rules.*
2. *In the negotiations, the Winner will use reasonable efforts and good faith in its assistance with BCLC and its own activities to validate the Game and negotiate the license agreement contemplated by the Competition.*
3. *The Winner warrants that it will provide true, accurate and current information to BCLC and to any regulatory authority in a timely manner when requested by BCLC, including, but not limited to GPEB as required by the regulatory authority.*
4. *The Winner has obtained, or acknowledges that it has had a reasonable opportunity to obtain, independent legal advice in respect of any agreement (and its terms and conditions) contemplated by the Competition prior to entering in to such agreement.*
5. *The Winner hereby grants BCLC the rights to the Game that are necessary for BCLC to undertake the applicable validation and other testing as contemplated in the Competition to bring the Winner's Game to market, including, but not limited to allowing end users and others to use, test, market, publically display, distribute and otherwise utilize the Game and its related intellectual property for the purposes of validating the Game. If this license grant is not replaced by a license in a separate agreement between the Winner and BCLC, the license shall expire on written notice from the Winner and all negotiations will immediately cease between the parties, without further obligation to negotiate.*
6. *The Winner hereby expressly acknowledges and agrees that nothing in these Official Rules or otherwise shall prevent BCLC (now or in the future) from developing, creating and exploiting (alone or with others) in any medium, format or method any game, service or product that is the same or materially similar to the Game submitted by the Winner.*