# PICK'EM POOL RULES, TERMS & CONDITIONS

These are the official rules, terms and conditions (collectively, the "Promotion Terms") applicable to the Gateway Casinos & Entertainment Limited ("Gateway") Pick 'Em Pool promotion (the "Promotion"). Participation in the Promotion constitutes acceptance of the Promotion Terms.

## Definitions

#### Entry Period:

The period beginning at 09/05/2024 8:00 AM PDT/PST and ending 01/05/2025 11:59 PM PDT/PST

### **Participating Gateway Sites:**

The Gateway casino sites and food & beverage locations participating in the Promotion include:

- Grand Villa Casino, Burnaby, B.C., Personas Patio + Restaurant + Lounge
- Cascades Casino, Langley, B.C., Match Eatery & Public House
- Starlight Casino, New Westminster, B.C., Match Eatery & Public House
- Cascades Casino, Kamloops, B.C., Match Eatery & Public House
- Chances Playtime, Kamloops, B.C.
- Cascades Casino, Penticton, B.C., Match Eatery & Public House
- Lake City Casino, Vernon, B.C., Match Eatery & Public House
- Chances Playtime, Kelowna, B.C., Match Eatery & Public House
- Chances Playtime Signal Point, Williams Lake, B.C.
- Chances Mission, B.C.
- Chances Abbotsford, B.C.
- Grand Villa Casino, Edmonton, AB., Match Eatery & Public House
- Starlight Casino, Edmonton, AB., Match Eatery & Public House
- Chances Playtime, Courtenay, B.C., Match Eatery & Public House
- Chances Playtime, Campbell River, B.C., Match Eatery & Public House
- Chances Squamish, Squamish, B.C., Match Eatery & Public House
- Starlight Casino, Point Edward, Ont., Match Eatery & Public House
- Cascades Casino, Chatham, Ont., Match Eatery & Public House
- Playtime Casino, Hanover, Ont., Match Eatery & Public House
- Playtime Wasaga Beach, Ont., Match Eatery & Public House
- Cascades Casino, North Bay, Ont., Match Eatery & Public House
- Cascades Casino, Delta, B.C., Match Eatery & Public House
- Gateway Casinos, Sault Ste. Marie, Ont., Getaway Restaurant
- Gateway Casinos, Sudbury, Ont., Getaway Express
- Gateway Casinos, Woodstock, Ont., Getaway Express
- Gateway Casinos, London, Ont., Getaway Restaurant
- Gateway Casinos, Innisfil, Ont., Getaway Restaurant
- Gateway Casinos, Thunder Bay, Ont., Getaway Restaurant
- Casino Rama Resort, Rama, Ont. Simcoe Yard House
- Gateway Casinos, Sarnia, Ont., Express Bar

#### **Grand Prizes:**

• First place prize: one NFL Gift Pack valued at approximately one thousand five hundred Canadian dollars (CAD \$1,500);

• Second place prize: one NFL Gift Pack valued at approximately one thousand Canadian dollars (CAD \$1,000); and

• Third place prize: one NFL Gift Pack valued at approximately five hundred Canadian dollars (CAD \$500).

## Weekly Prizes:

Gateway will award a total of one (1) Weekly Prizes during each week during the Entry Period. The entry period for each week begins at 12:00 AM PDT/PST on Thursday and ends at 11:59 PM PDT/PST on the following Monday. The Weekly Prizes will include either a food & beverage gift card for the Gateway restaurant operated at the winning Qualified Entrant's Participating Site or NFL branded merchandise, at the discretion of Gateway. Weekly Prizes will each be valued at approximately CAD \$50.00. Weekly Prizes will be awarded every Tuesday at 11:00 AM PDT/PST between Tuesday, Sept 10, 2024 and Tuesday, Jan 11, 2025.

#### **Qualified Entrant:**

A resident of Canada who is of legal age or older in the Province in which they enter into the Promotion (19 or older in British Columbia and Ontario, and 18 or older in Alberta), who is registered to play online at www.myclubeatanddrink.com or www.gatewayfootball.ca.

The following individuals are excluded from participating in this Promotion:

• Employees, agents, successors and assigns of British Columbia Lottery Corporation (BCLC), Alberta Gaming, Liquor and Cannabis Corporation (AGLC), Ontario Lottery and Gaming Corporation (OLG), Gateway, Strategy9 or any advertising agencies or promotional companies engaged by Gateway in connection with the Promotion;

- Family members and household members of same;
- All banned members as well as participants in BCLC's, OLG's or AGLC's Voluntary Self-Exclusion (VSE) Program during the Entry Period; and
- Residents of the USA.

#### How to Enter the Promotion:

• During the Entry Period, Qualified Entrants may enter the Promotion by completing an online registration form at myclubeatanddrink.com or gatewayfootball.ca;

• Each week, Qualified Entrants will pick the winner of each of the NFL games scheduled that week (with no point spread used) using the online form;

• Valid picks must be made at least 10 minutes prior to the kickoff of each NFL game. The online form records the time each pick is made. Picks made later than 10 minutes before the start of each game, as automatically recorded in the online form, are invalid. No points will be awarded for invalid picks; and

• Qualified Entrants will be awarded one (1) point for each game in which the participant has picked the winner, or in the event of a tied game.

#### Weekly Prize Awards:

Gateway will award Weekly Prizes after the last game of each week during the Entry Period (exact time to be determined) to the one (1) Qualified Entrants who earned the most points during such

week (each, a "Weekly Prize Winner"). Each Qualified Entrant shall first have their picks verified and audited using Gateway's PlayerIQ system to ensure the Qualified Entrants made legitimate picks prior to the kickoff of each game. The Weekly Prize Winner will be notified by phone/email, using the contact information provided by the Qualified Entrant. Gateway's determination of the Weekly Prize Winner is final. The odds of a Qualified Entrant winning a Weekly Prize will depend on the total number of legitimate picks received each week of the Entry Period.

WEEKLY PRIZE TIE BREAKER RULE: In the event of a tie between Qualified Entrants, the difference between the tied Qualified Entrants' guesses on the total score on the last game in a week and the actual total score of the last game that week (regardless of whether the guess is over or below the actual total) will be summed weekly, and the Qualified Entrant with the lowest difference (i.e., the Qualified Entrant whose guess is closest to the actual total score) for the last game that week will be the Weekly Prize Winner. In the event of multiple Weekly Prize Winners after the application of the Weekly Prize Tie Breaker Rule, the cash value of the Weekly Prize will be divided equally between the tied Qualified Entrants.

#### Grand Prize Awards:

Within 72 hours of the last game of the NFL regular season (date and time to be determined), a first (the "First Place Winner"), second (the "Second Place Winner") and third place winner (the "Third Place Winner", and together with the First Place Winner and the Second Place Winner, the "Grand Prize Winners" and each, a "Grand Prize Winner") will be chosen by selecting the Qualified Entrants with the first, second and third highest cumulative amount of points earned throughout the season. Each Qualified Entrant shall first have their picks verified and audited using Gateway's PlayerIQ system to ensure the Qualified Entrants made legitimate picks 10 minutes prior to the kick off of each NFL game. The top three point winners will be notified by phone/email using the contact information provided by the Qualified Entrant. The odds of a Qualified Entry Period. The First Place Winner shall receive a NFL Gift Pack valued at approximately CAD \$1,000. The Third Place Winner shall receive one NFL Gift Pack valued at approximately CAD \$1,000. The Third Place Winner shall receive one NFL Gift Pack valued at approximately CAD \$1,000. The Third Place Winner shall receive one NFL Gift Pack valued at approximately CAD \$1,000. The Third Place Winner shall receive one NFL Gift Pack valued at approximately CAD \$1,000. The Third Place Winner shall receive one NFL Gift Pack valued at approximately CAD \$1,000. The Third Place Winner shall receive one NFL Gift Pack valued at approximately CAD \$1,000. The Third Place Winner shall receive one NFL Gift Pack valued at approximately CAD \$500. Gateway's determination of the Grand Prize Winners is final.

GRAND PRIZE TIE BREAKER RULE: In the event of a first place tie between Qualified Entrants, the difference between a Qualified Entrant's guess of the total score of the last game of a week and the actual total score of the last game of that week (regardless of whether the guess is over or below the actual total) will be summed weekly for the entire season, and the Qualified Entrant with the lowest aggregate weekly difference (i.e., the Qualified Entrant whose guess is closest to the actual total score of all of the last games of each week for the entire season) will be the First Place Winner, with the other Qualified Entrant being the Second Place Winner. The same rule will apply to a second place tie if necessary. In the event of multiple winners for the first, second or third place, after the application of the Grand Prize Tie Breaker Rule, the cash value of the first, second or third place will be equally divided between all eligible winners.

All prizes must be accepted as awarded and cannot be substituted, transferred, exchanged or surrendered for cash, except at the sole and absolute discretion of Gateway, which reserves the right for any reason to award or substitute any prize, or part thereof, of equal or greater value, including without limitation, a cash award.

#### **General Conditions:**

1. No purchase is necessary to participate in the Promotion.

2. All Grand Prize Winners and Weekly Prize Winners must correctly answer the mathematical skill testing question outlined below before any prize is awarded:

(100 x 1000) - (2000 - 1000) = \_\_\_\_\_

Your Answer

3. Gateway may, at its sole discretion and without liability to any person, alter, amend, suspend or cancel the Promotion and/or the Promotion Terms at any time and for any reason without prior notice.

4. Gateway and its designees shall have the right to publish the name, location, likeness and a recent photograph of the winner(s) without remuneration to them.

5. Gateway reserves the right, at its sole discretion, to not award any prize in the event that the integrity of all, or a part, of the Promotion is compromised (including, but not limited to, events of computer error, fraud, deception, misrepresentation or misuse). Gateway further reserves the right, at is sole discretion, to disqualify any player or other individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting or be in violation of the Promotion Terms; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person, or to interfere in any manner with any aspect of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void any entries or picks made by any such methods, and will disqualify any player or participant using such methods without further notice to the player or participant.

6. Gateway makes no representations or warranties whatsoever, either expressed or implied, oral or written, in respect of any prize.

7. Gateway is not responsible for any typographical errors in the administration of the Promotion and/or in any Promotion-related materials.

8. All prizes must be accepted as awarded. The refusal by a Qualified Entrant to accept any prize releases and forever discharges Gateway from all obligations to that Qualified Entrant in connection with the Promotion, including delivery of any prize.

9. Before being awarded any prize, the potential winner will be required to sign and return within the time stipulated by Gateway a full release and indemnity form (and any additional waivers as may be required) stating, among other things, that he/she has read and understood these Promotion Terms, grants all consents required by Gateway, authorizes Gateway to broadcast, publish, disseminate and/or otherwise use his/her name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice and all other indicia of personality, in connection with any promotion and/or publicity, and/or for general news and/or for entertainment and/or information purposes at no additional compensation to the potential winner, beyond the awarding of the prize, accepts the prize as offered and releases Gateway from any and all liability of any kind arising out of the potential winner's participation in the Promotion and receipt and/or use of the prize. In the event that a potential winner does not comply with all the provisions as contemplated in these Promotion Terms, Gateway shall have the right to disqualify the potential winner, and Gateway shall be fully and completely released and discharged from any liability or responsibility in this regard.

10. All Qualified Entrants release and discharge, and agree to indemnify, save and hold harmless each of Gateway, BCLC, OLG, AGLC and their respective directors, officers, employees, affiliates, agents and representatives (collectively, the "Releasees") from and against any and all actions, claims or demands (including costs incurred by the Releasees in defending such actions, claims or demands) which they may now or hereafter have against the Releasees, or any of them, arising directly or indirectly out of, or are which in any way connected to, this Promotion.

11. All Promotion entries and picks become the property of Gateway who assumes no responsibility for garbled, lost, late, delayed, destroyed or misdirected entries or picks.

12. All Gateway decisions in relation to the Promotion are final and binding.

13. Personal information collected in connection with the Promotion ("Personal Information") will be used, accessed, disclosed and stored by Gateway for the purposes of conducting and administering the Promotion by Gateway or through a third party program administrator, including but not limited to, the awarding of prize(s), for evaluating the products and services we offer to our customers and for any additional purposes described in our Privacy Policy. By participating in the Promotion, each Qualified Entrant: (i) grants to Gateway the right to use his/her name, mailing address, telephone number and e-mail address for the purpose of administering the Promotion, including but not limited to contacting and announcing the winner; (ii) grants to Gateway the right to use his/her Personal Information for publicity and promotional purposes relating to the Promotion in any and all media without further compensation; (iii) acknowledges that Gateway may disclose his/her Personal Information to BCLC, OLG, AGLC and third-party agents and service providers of Gateway in connection with the purposes listed above; and (iv) acknowledges that with respect to Qualified Entrants resident of Ontario, to comply with our legal, regulatory and/or informational requirements, Personal Information collected in connection with the above listed purposes may be collected and used by or on behalf of Ontario Lottery and Gaming Corporation ("OLG") and thus shared with OLG pursuant to section 3 of the Ontario Lottery and Gaming Corporation Act, 1999. By participating in the Promotion, each Qualified Entrant consents to the collection, use and disclosure of his/her Personal Information for these purposes. If you have any questions about the collection or use of your personal information, please see our Privacy Policy at

http://www.gatewaycasinos.com/privacy-policy/ or please contact Gateway's Privacy Officer at 100
- 4400 Dominion Street, Burnaby, BC V5G 4G3 or at Email: privacyofficer@gatewaycasinos.ca
(Qualified Entrants resident in Ontario may also contact the OLG Freedom of Information and
Privacy Office at 70 Foster Drive Suite 800 Sault Ste. Marie, Ontario P6A 6V2, 1-800-387-0098).
14. The Promotion (including the Promotion Terms) shall be governed by and construed in
accordance with the laws of the province of British Columbia and the federal laws of Canada
applicable therein.