



## British Columbia Lottery Corporation (BCLC)

### Encore Rewards Elite Gift Package

**UPDATED: MARCH 2023**

#### DEFINITIONS

**BCLC** means the British Columbia Lottery Corporation.

**Elite Status** means the Elite membership tier of the Encore Rewards Program.

**Encore Rewards Account** means the account an Encore Rewards Program member has due to their membership in the Encore Rewards Program.

**Encore Rewards Program** means the customer loyalty program established by BCLC known as Encore Rewards.

**Elite Upgrade Package** means the discretionary gift given by BCLC to Qualified Players according to these terms and conditions.

**Participating Facility** means all British Columbia Casinos and Community Gaming Centres.

**Qualified Player** is an individual who is 19 years of age or older and is a valid Encore Rewards Program member, but does not include:

- BCLC and Participating Facility employees, as well as family and household members of same who reside at the same address; and
- persons who are self-excluded, suspended or banned from a BC Casino or Community Gaming Centre.

#### HOW TO CLAIM THE ELITE UPGRADE PACKAGE

1. Qualified Players may receive an Elite Upgrade Package if they:
  - a. have attained Elite Status after January 1, 2023;
  - b. have not previously received an Elite Upgrade Package; and
  - c. claim the Elite Upgrade Package within 180 days of the date Elite Status was attained by attending Guest Services at a Participating Facility.

#### ELITE UPGRADE PACKAGE

2. Qualified Players are eligible to receive a maximum of one (1) Elite Upgrade Package throughout the duration of their membership in the Encore Rewards Program. For clarity, the foregoing restriction applies at any time the Qualified Player is an Encore Rewards Program member. For example, if a Qualified Player attains Elite Status and receives the Elite Upgrade Package, and then loses their Elite Status, a subsequent attainment of Elite Status will not be eligible for receiving the Elite Upgrade Package. Similarly, if a Qualified Player cancels their membership in the Encore Rewards Program, a subsequent revival of their membership in the Encore Rewards Program and attainment of Elite Status will not be eligible for receiving the Elite Upgrade Package.
3. BCLC reserves the right to determine the value of the Elite Upgrade Package at its sole discretion and may change or alter the Elite Upgrade Package offered from time to time.
4. Elite Upgrade Packages are provided on a first come, first served basis, subject to availability while supplies last. The Elite Upgrade Package is not for resale and will not be replaced if lost or stolen.

#### GENERAL CONDITIONS

5. By participating in this promotion, Qualified Players agree to be bound by these terms and conditions.
6. Elite Upgrade Packages are provided on an “as-is” basis, without further warranty of any kind. BCLC disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose with respect to the Elite Upgrade Package.
7. BCLC is not liable for lost, stolen, damaged, or unregistered Encore Rewards card.
8. Encore Rewards cards must not be transferred. If an Encore Rewards member distributes their Encore Rewards card to other players, they will not be eligible to participate in this promotion or receive an Elite Upgrade Package and may have their Encore Rewards membership revoked. The person who uses another person’s Encore Rewards card is also disqualified from participation in this promotion and is not eligible to receive an Elite Upgrade Package.
9. BCLC reserves the right to not award any Elite Upgrade Package in the event that the integrity of all, or a part, of the promotion is compromised. Such a compromise shall include, but is not limited to, computer error, slot machine malfunction, fraud, deception, misrepresentation or misuse.
10. BCLC may, at its sole discretion, and without liability to any person, including a Qualified Player, alter, amend, suspend, or cancel this promotion at any time.
11. BCLC shall not be liable to any person for loss or damage to person or property resulting from or connected with acts or omissions of BCLC, any Participating Facility, or a service provider.
12. Each Qualified Player is responsible for ensuring that their Encore Rewards Member profile is accurate and up-to-date and has current and correct contact information, including a telephone number and email address at which the Qualified Player can be contacted.
13. IN NO EVENT WILL BCLC, A PARTICIPATING FACILITY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES OR AFFILIATES (TOGETHER, THE “**RELEASED PARTIES**”) BE LIABLE FOR, AND EACH QUALIFIED PLAYER HEREBY RELEASES THEM FROM, ANY DAMAGES, LOSSES OR OTHER AMOUNTS OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING FROM OR IN CONNECTION WITH THIS PROMOTION OR AN ELITE UPGRADE PACKAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED PARTIES WILL NOT BE LIABLE FOR DIRECT, GENERAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR ANY OTHER LOSSES OR DAMAGES, EVEN IF A RELEASED PARTY SHOULD HAVE BEEN AWARE THAT SUCH LOSS OR DAMAGE COULD OCCUR.
14. BCLC will not be liable for and may adjust or cancel your Encore Rewards point balance where Encore Rewards points have accrued due to malfunction, operator error, misrepresentation, fraud, misuse or any other reason BCLC deems valid.
15. All BCLC decisions are final and binding. BCLC reserves the right to deem ineligible for an Elite Upgrade Package any person that does not comply with these terms and conditions.
16. This promotion and any person’s participation in it are subject to the Encore Rewards Membership Terms and Conditions as outlined on [www.casinosbc.com](http://www.casinosbc.com)

## **PRIVACY NOTICE**

Personal information related to your Encore Rewards Account will be collected in accordance with the Freedom of Information and Protection of Privacy Act, British Columbia and will be used, accessed, disclosed and stored by BCLC, or a Participating Facility, and their respective service providers both inside and outside of Canada:

- i. to administer the Encore Rewards Program; which includes distributing information about your Encore Rewards account;
- ii. to administer and communicate with you about your Encore Rewards account;
- iii. subject to your consent, to distribute relevant content, offers and promotional communications relating to BCLC’s and the Participating Facility’s products and services to you;



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- iv. to administer contests and promotions;
- v. to administer responsible gaming programs, if you enroll in such program;
- vi. for research, survey and statistical purposes;
- vii. to customize the content and delivery of products, services and marketing;
- viii. to expedite enrolment in other products and services provided by BCLC Participating Facilities that may be of interest to you;
- ix. to maintain the security of CasinosBC.com, and for investigative purposes; and
- x. to enforce agreements, to comply with applicable laws and legal processes, including providing information as required by regulators, law enforcement, public health authorities or other agencies.

By accepting these Terms, you agree that BCLC, or a Participating Facility, and their respective service providers may use, access, disclose and store your personal information both inside and outside Canada for the above purposes.

BCLC is committed to protecting your privacy. If you have any questions about the collection or use of your personal information, please contact the **BCLC Customer Support Centre** at 74 West Seymour Street, Kamloops, BC, V2C 1E2, telephone 1-866-815-0222 or [www.bclc.com](http://www.bclc.com).