

# Group Prize Agreement

The Group Prize Agreement is a form that is required when a group lottery ticket wins a prize of \$10,000 or greater and must be completed by all group members entitled to a share of the prize won.

## Ticket Information:

Ticket Name (ie. Lotto 6/49, Lotto Max)		Draw Date(s)
Ticket Control Number		

## Beneficiary Information:

Beneficiary Full Name		
Street Address (include Unit #)		City
Province	Postal Code	Phone Number

Beneficiary Full Name		
Street Address (include Unit #)		City
Province	Postal Code	Phone Number

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# Group Prize Agreement



## Terms and Conditions:

Each of the Beneficiaries, for and in consideration of and to induce the Corporations to make payment or deliver any and all prizes associated with the Ticket (hereinafter the "Prize") or delivery of the Prize by the Corporations as herein directed, hereby represent and warrant to and agree with the Corporations as follows:

1. That the Beneficiaries are the only individuals with a legal or beneficial interest in the \_\_\_\_\_ (type of lottery ticket hereinafter "**Game**") ticket bearing the control number \_\_\_\_\_ for the draw \_\_\_\_\_ (draw date(s)) (the "**Ticket**").
2. The Group Trustee is the lawful holder of the Ticket and no person other than the Beneficiaries has any interest in the Ticket or any right to payment or delivery of any portion of the Prize.
3. That \_\_\_\_\_ ("**Group Trustee**") has been authorized by the Beneficiaries to accept from BCLC, for and on behalf of all Beneficiaries (and distribute to the Beneficiaries in a manner agreed to by the Beneficiaries), the Prize.
4. That the Group Trustee is:
  - a. a Beneficiary and a member of the group entitled to receive a share of the Prize;
  - b. the holder of the ticket as trustee for the Beneficiaries; and
  - c. irrevocably and unconditionally authorized to receive payment, in any form, of the Prize from the Corporations in trust for the Beneficiaries.
5. It is the responsibility of the Group Trustee and Beneficiaries, and not the Corporations, to ensure that the Prize is distributed to the Beneficiaries as the parties solely entitled to receive a portion of the Prize, to the extent of the entitlement.
6. The Beneficiaries have read, are familiar with and agree to be bound by, all rules and regulations, game conditions and prize structure statements adopted by the Corporations that apply to the Game or the Ticket, including, but not limited to, the Rules and Regulations Respecting Lotteries and Gaming of BCLC and/or the Rules and Regulations Respecting Lotteries and Lottery Tickets of the ILC and that the definitions therein shall apply to this Agreement.
7. Payment or delivery of the Prize to the Group Trustee by the Corporations as directed herein releases the Corporations from any further claims or demands by any Beneficiary in respect of the Ticket.
8. That the Beneficiaries agree the Ticket is not eligible for any additional payments or prizes even where payments or prizes on other tickets in the Game are unclaimed.
9. All parties entitled to the Prize have been identified as a Beneficiary in this agreement. All Beneficiaries acknowledge and confirm that BCLC has no responsibility to ensure receipt of any Prize or portion thereof by any Beneficiary.
10. The Beneficiaries are each the full age of nineteen (19) years.
11. The Beneficiaries hereby authorize and consent to, and acknowledge and agree that BCLC has the irrevocable right to collect, record, publish and broadcast their respective names, addresses, places of residence, prize details, images and expressed statements and opinions, (collectively the "**Beneficiaries' Information**") in any and all manner and medium as BCLC may determine:
  - a. Without any claim for licensing, broadcasting, printing or other rights; and
  - b. Without any claim related to the public release of the Beneficiaries' Information.
12. After two years from the date BCLC first declares the Beneficiaries' win publicly, BCLC will, where feasible and practical to do so, remove or otherwise prevent further publication of the Beneficiaries' Information on BCLC-controlled media such as BCLC.com. However, you acknowledge and agree that BCLC cannot control use or publication of Beneficiaries' Information by third parties, including use or publication beyond the two-year time period, and as such Beneficiaries' Information may remain in the public domain beyond the two-year period.
13. The Beneficiaries hereby, jointly and severally, undertake to save harmless and agree to indemnify and save BCLC and the ILC harmless from and against any liability, actions, causes of actions, claims, demands, losses, payment and costs of any nature whatsoever (collectively "**Actions**") brought against or incurred by either BCLC or the ILC or both related to the Ticket, the Prize, publication of the Beneficiaries' Information and the prize claim process, (including costs incurred by BCLC or the ILC or both in defending such Actions).

# Group Prize Agreement

## Terms and Conditions Continued:

14. This Agreement may be executed in counter-parts by the Group Trustee and Beneficiaries and shall be binding upon the Group Trustee and Beneficiaries and their respective heirs, executors, administrators and assigns and shall enure to the benefit of the Corporations and their respective successors, assigns, affiliates, officers, directors, employees and agents.
15. That each Beneficiary has completed, in full, the information required above and by their signature below acknowledges he or she:
  - a. Has read and accepts all terms contained herein;
  - b. Has been given the opportunity to obtain independent legal advice;
  - c. Confirms that all information provided by the Beneficiary is true and accurate; and
  - d. If the Beneficiary is also the Group Trustee, he or she has accepted the responsibilities of the Group Trustee as set out above.

## Privacy Statement:

Your personal information is 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 inside and outside of Canada for the following purposes: to administer and process lottery prizes (including verifying prize claims and for fraud investigations); if you are a winner, publication of details (including your name, image, location and statements) for game integrity purposes; and to comply with applicable laws. By signing this document, you agree to the use, access, disclosure and storage of your personal information inside and outside of Canada for the above purposes. Questions? Contact BCLC Customer Support at 74 West Seymour Street, Kamloops, BC V2C 1E2; telephone: 1-866-815-0222 or bclc.com.

## Signatures & Declarations:



**WHEREAS each of the individuals listed below (hereinafter, individually a “Beneficiary” and collectively, called the “Beneficiaries”) have asserted to the Interprovincial Lottery Corporation (“ILC”) and British Columbia Lottery Corporation (“BCLC”) (hereinafter, collectively, called the “Corporations”) that they have an interest in and are the only individuals with a legal or beneficial interest in the ticket described herein (the “Ticket”).**

**The Beneficiaries represent and declare to BCLC by circling the correct letter in the Declaration & Share Box below that each of the Beneficiaries to the best of his or her knowledge is a member of one of the following listed categories:**

- a. A Lottery Retailer. Lottery Retailer is defined as a person who operates a retail location contracted by BCLC to sell lottery tickets and provide lottery services or, a person who is an employee or volunteer of a retail location contracted by BCLC and is authorized to operate a lottery terminal or is involved in the handling, selling and/or validation of lottery products.
- b. A family member of a Lottery Retailer. A family member of a Lottery Retailer is defined as a person who is a parent, child or spouse (including common law) or anyone who resides at the same residence of a Lottery Retailer.
- c. A BCLC employee.
- d. A family member of a BCLC employee. A family member of a BCLC Employee is defined as a person who is a parent, child or spouse (including common law) or anyone who resides at the same residence of a BCLC Employee.
- e. None of the above.

**Beneficiaries must circle the applicable letter(s) in the Declaration & Share box.**

The Beneficiaries acknowledge that if he or she belongs to category a, b, c, or d, BCLC will follow a different prize payout procedure with respect to his or her claim for a share(s) of the prize.

Beneficiary Signature 	Witness Signature 	Declaration & Share (circle applicable letter) <table border="1"> <tr> <td>a</td> <td>b</td> <td>c</td> <td>d</td> <td><b>e</b></td> </tr> <tr> <td colspan="5" style="text-align: center;">Share of Prize ( 1 / 4 )</td> </tr> </table>	a	b	c	d	<b>e</b>	Share of Prize ( 1 / 4 )				
a	b	c	d	<b>e</b>								
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Beneficiary Name <b>John C. Smith</b>	Witness Name <b>Robert Jones</b>	Date <b>January 1, 2018</b>										

# Group Prize Agreement



## Signatures & Declarations:

Beneficiary Signature  	Witness Signature  	Declaration & Share (circle applicable letter) a   b   c   d   e Share of Prize ( / )
Beneficiary Name	Witness Name "Independent witness required, <u>not</u> a member of the group"	Date
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