

## **SBG - Skill Based Games Inc. ("SBG") and GOTSKILL?!**

### Game Rules, Terms, Conditions, and Limitations ("**Rules**")

1. Definitions of Certain Terms: In these Rules:
  - a) "**Actual Win**" has the meaning set out in paragraph 3 of these Rules;
  - b) "**Associates**" means SBG, shareholders and staff;
  - c) "**Credits**" amount available for play in the player account – 1 Credit equals 1 Cent;
  - d) "**Establishment**" means the business premises allowing the Patron to play the Game and in which the device is located;
  - e) "**Establishment Gift Certificate**", gift certificates from Establishment that can be redeemed for purchase of Establishment' products, and subject to issuing Establishment's terms and conditions. It is the Establishment's option to offer them to a maximum of \$20. Some Establishments will pay cash under the \$20 threshold'
  - f) "**Establishment Staff**" means Establishment personnel, management or ownership;
  - g) "**Game**" means the various game themes/art styles, described in paragraph 3 of these Rules;
  - h) "**Gaming Devices**" means Cabinets, Bar-Tops or Tablets where you can play the games;
  - i) "**Hide**" feature allows the Player hide only the Potential Next Win value before playing the next game;
  - j) "**Losses**" have the meaning set out in paragraph 15 of these Rules;
  - k) "**Next Wins / Help** Button will allow the Player to see up to 5 Next Potential Wins and information on the games;
  - l) "**Non-Redeemable Promotional/Promo Credits**" means non-redeemable promotional credits put on a card for promotional purposes so Players can try the games and cannot be redeemed for cash, prizes, gift certificates or donated to MADD Canada;
  - m) "**Part 1**" means part 1 of the Game set out in paragraph 3 of these Rules;
  - n) "**Part 2**" means part 2 of the Game set out in paragraph 3 of these Rules;
  - o) "**Potential Win**" has the meaning set out in paragraph 3 of these Rules;
  - p) "**Potential Next Win**" or "**Next Wins**" is the Potential Win on the next game play;
  - q) "**Play Skill** Button will allow the Player to play the Skill Bar on demand;
  - r) "**Player**" means any Patron who chooses to play the Game;
  - s) "**Program**" means SBG's Licensed Establishment Program "GOTSKILL?" through which the Games are offered;
  - t) "**Rules**" mean these Game rules, terms, conditions, and limitations;
  - u) "**SBG**" means SBG - Skill Based Games Inc. or GOTSKILL?;
  - v) "**SBG or GOTSKILL? Player Card**" means a plastic, magnetic strip card (with account number) issued by the Establishment that allows the Patron to play the Game, as further described in paragraphs 4 and 6 of these Rules;
  - w) "**Show**" feature allows the Player to reveal the Potential Next Win before playing (Spin) the next game;
  - x) "**Skill Bar**" refers to the bar that is used by the player to test their skill by stopping the vertical arrow that moves persistently back and forth across a horizontal bar. The Player's objective is to hit the Stop or Spin button precisely when the arrow crosses the centre (110% mark) of the horizontal bar to achieve the highest possible score;
  - y) "**Time-Out**" occurs twenty-five (25) seconds after the Player initiates the skill game; and
  - z) "**Total Potential**" the amount of Credits the Player must play the Skill Bar to determine their winnings. Total Potential cannot be played only Credits can be played.
2. Eligibility: The Program is open to persons 18 years of age or over.
3. Games Description: All Games are 100% skill-based and any and all Game themes/art styles are only present to provide entertainment and methods of displaying potential outcomes of tickets. The Games are not games of chance. The Games will display (simply click "SHOW") Potential Next Win (POTENTIAL WIN of the next ticket) in advance of the Player choosing to play. The Player can also see more Next Wins (max of 5) for each game by pressing the "NEXT WIN / HELP" button. The Player will know in advance, before initiating any play, what Potential Next Wins are available that they must deploy their skill to win on any denomination of any game. If the Player chooses not to play, then the ticket's Potential Next Win will remain available for the next participating Player. Player may redeem a minimum of 500 Points (\$5.00) for an Establishment Gift Certificate or Cash Prizes (over \$20).

**All Games require skill to attain the maximum Actual Win. Since the Potential Win is known, odds of winning depend on the Player's skill.** A game has two parts. Part 1 displays the "Potential Win". In Part 2, the Player uses their skill to win from 55%–110% of the Potential Win on the Skill Bar (within the allotted time of 25 seconds) after each single play (by pressing the "Play Skill" button) or in totality at log-out (Skill Bar appears automatically) or at any time the player chooses to do so (by pressing the "Play Skill" button) . If the time expires once the bar has been activated, Potential Win is forfeited. At the beginning of Part 1, the Potential Win, including zero, is displayed as "Potential Next Win" or up to 5 Potential Win(s) by pressing the 'Next WIN / Help" Button, and Player must make a choice of whether to play or not. Upon completion of Part 1, the skill game in Part 2 is introduced when the Player presses "Play Skill" button or if they choose to accumulate Potential Wins and play the aggregate amount. In Part 2, the Player's hand-eye coordination, dexterity, and timing of the Game action will determine whether the player wins greater than the Potential Win, 100% of the Potential Win, or some percentage thereof. In Part 2, a vertical arrow moves persistently back and forth across a horizontal bar. The Player's objective is to hit the Stop or Spin button precisely when the arrow crosses the centre (110% mark) of the horizontal bar. The Actual Win amount is determined by the proximity of the arrow to the centre. The closer the Player is to the centre point based on their hand-eye co-ordination and dexterity, the higher the percentage of the Potential Win that is won by the Player (Maximum 110%). The further away (left or right of centre point) the player stops the arrow from the 110% mark, the lower the "Actual Win" will be. The Player must stop the arrow before the Time-Out or forfeit all of the Potential Win.

If the Player runs out of credits a window will pop up asking the Player to purchase more credits (add additional funds) or play the Skill Bar (press the Play Skill button) for any amount displayed in Total Potential.

After each ticket is revealed by way of the Game theme, the Potential Next Win can be immediately displayed when "SHOW" is active. This process continues so long as the Player continues to play the Game.

4. How to Play: The Player must activate a card and account (or take a new card from the card holder, if they do not have an existing account) by swiping the card. The Player may then purchase game credits by inserting Canadian funds into the Bill Acceptor. At all times, the SBG or GOTSKILL? Player Card is owned by and the property of SBG; the Player merely has a licence to use the SBG or GOTSKILL? Player Card. If the Player already possesses an SBG or GOTSKILL? Player Card and Account, then the player may purchase or 'top up' their card with additional credits by inserting funds into the Bill Acceptor. A minimum five-dollar (\$5.00) purchase, whether at account setup or re-loading the SBG or GOTSKILL? Player Card is required to play the Games. SBG or GOTSKILL? Player Accounts and Credits are Establishment-specific and are only valid at the Establishment where they are issued.
5. Redemptions: Credits can only be redeemed for: gift certificates of the Establishment, (which can be used for food and beverage purchases at the specific Establishment at which the SBG or GOTSKILL? Card was issued and used) - if offered by the Establishment; Cash Prizes where Twenty dollars (\$20.00) or more in credits are being redeemed if Establishment offers Gift Certificates; or, c) MADD Canada donations in any amount. The minimum value of credits you may redeem is five dollars (\$5.00). Any redemption amount exceeding \$400.00 may (at the Establishment's discretion) be picked up by the Player after five (5) business days at the Establishment.

Annual donations to MADD Canada worth ten dollars (\$10.00) or more will result in a charitable tax receipt being issued by MADD Canada if a name and e-mail address is provided. SBG / GOTSKILL? assumes no liability or responsibility for any donation to MADD Canada.

6. SBG or GOTSKILL? Player Card: An SBG or GOTSKILL? Player Card/Account is required to play the Games. It is created when a Player swipes a new Player Card on a Gaming Device. Each SBG or GOTSKILL? Player Card has a 10-digit unique number. The Player selects how much in credits they wish to purchase at the Gaming Device (minimum of \$5.00). Credits and any winnings are stored in the account until Player is ready to redeem pursuant to these Rules.
7. Establishment Gift Certificates (where applicable): An Establishment Gift Certificate as set out in paragraph 5 of these Rules has no cash value and is not redeemable for cash. SBG / GOTSKILL? assumes no liability or responsibility for any Establishment gift certificate issued. SBG / GOTSKILL? assumes no liability or responsibility for refunds or credits

or lost (whether through the mail, through Player's loss, or otherwise) or stolen Establishment Gift Certificates or any unauthorized use of such certificates.

8. Offers - Non-Redeemable Promotional/Promo Credits: The awarding and availability of Non-Redeemable Promo Credits are at GOTSKILL?'s sole discretion. GOTSKILL?' reserves the right to amend the terms of or cancel any customer offer or promotion at any time and will have the right to determine the qualification criteria for all promotions and awarding of Non-Redeemable Promo Credits. In addition, GOTSKILL?' may cancel them at any time at our sole discretion.

If a Player, who wants to play GOTSKILL? Games, has both Credits and Non-Redeemable Promo Credits funds in their Account (regardless of whether the awarding of the Non-Redeemable Promo Credits preceded or followed the buy-in of Credits, whether resulting from a deposit of funds by the Player or the winning of a Prize by the Player), the Non-Redeemable Promo Credits will be used first to play the eligible Games until all of the balance of Non-Redeemable Promo Credits have been utilized, following which time the purchased Credits in the Account will be used. All winnings from playing with Non-Redeemable Promo Credits are added to the Credit balanced. Non-Redeemable Promo Credits cannot be cashed in or redeemed for prizes or donated to MADD.

9. All Sales Final: Purchased credits on any account can only be used for Game play, for donations to MADD Canada, for redemption for Establishment Gift Certificates (if under \$20) if available, Cash prizes of over \$20 or for some combination of more than one of those.

10. Account Cancellation or Termination: A Player can cancel their account by bringing the balance to zero. SBG reserves the right to cancel a Player account for any reason whatsoever at any time without notice to the Player. SBG reserves the right, in its sole and unfettered discretion, to void winnings and confiscate any balance in a Player account in any of the following circumstances:

- a) if the Player redeems credits for any other Player or person;
- b) if incorrect or misleading information is provided by the Player to the Establishment or SBG;
- c) if SBG determines that the Player is ineligible to play Games under these Rules;
- d) if a Player has not used their account (played, redeemed or bought credits) for a period of 12 months;
- e) if the Player has 'charged back' or denied any of the purchases or deposits that the Player made to their Player account;
- f) if the Player is found to be cheating or engaging in fraud or if it is determined by SBG that the Player has employed or made use of a system (including robots, machines, computers, software, devices, or other automated systems or manual process) designed to defeat or defraud the Game; or,
- g) if the Player fails to comply with any of the provisions set forth in these Rules.

11. Governing Law: These Rules shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario. The venue for any claim or action against or involving SBG or GOTSKILL?' shall be in Ontario. The Player unconditionally attorns to the jurisdiction of the courts of Toronto, Ontario, and all courts competent to hear appeals therefrom.

12. Privacy Policy: SGB/GOTSKILL?' respects Player's right to privacy and the importance of protecting information collected about them. SBG has adopted a company-wide privacy policy that sets out how it will store and use the limited personal information that Players provide in connection with their participation in the Games. This policy applies only to information collected by SBG / GOTSKILL?' in connection with the Player's participation in the Games. The Player consents to the personal information provided by the Player to be used to contact the Player for promotions, special offers, and surveys by SBG and by the Establishment. SBG will not share any personal information and contact information with any other third party with the exception of the MADD Canada and except as required by law.

**Canada's Anti-Spam Legislation (CASL) Compliance: SBG / GotSkill?', MADD and the Establishment fully comply with the terms of CASL. Players consent to receiving commercial electronic messages from SBG / GotSkill?', MADD or the Establishment where they have an account, when they register their account and may withdraw their consent at any time they receive a commercial electronic message.**

13. Changes to the Program and these Rules: SBG reserves the right at any time to: limit enrolment in the Program; establish different levels of Program participation or targeted offers that may result in programs or offers that are not available to all Players; or to otherwise limit participation or the number of Players in the Games. SBG may refuse at any time to enroll a Player or may restrict, modify, or terminate any Player's participation in the Program without liability or responsibility to any Player or any other party. SBG reserves the right, in its sole and unfettered discretion, to, among other things and without notice: a) suspend, change, or terminate the terms of the Program, any individual program, or any member benefit, in whole or in part, at any time and for any reason, or for no reason; b) modify, limit, or suspend the manner in which credits are purchased and Game play credits are earned, awarded, or redeemed; c) change the amount of credits earned, and when they can be redeemed and when they expire; and, d) update, change, modify, or limit these Rules. SBG may make these changes even though the changes may affect the value of a Player's credits and prizes available under the Program already accumulated at the time of the change. A Player's continued participation in the Program after any modification, change, or limitation to the Program or these Rules is deemed to be the Player's acceptance of and consent to any such modification, change, or limitation. Players expressly agree to assume responsibility for reading and reviewing these Rules for any updates, changes, modifications, or limitations before playing the Games or otherwise participating in the Program. If a Player does not agree to any changes to the Program or these Rules, their sole remedy is to deactivate the account.

Players expressly agree to waive, limit, and set aside their respective rights and obligations under any applicable law in the event of any termination, update, change, modification or limitation of the Program or of any update, change, modification, or limitation of these Rules to the extent that such law requires any judicial pronouncement, decision, or order to terminate, update, change, modify, or limit the Program or to update, change, modify, or limit these Rules.

14. Player Obligations, Representations, and Warranties: By opening an account and enrolling in the Program, by participating in the Program, or by playing any Games, Players expressly agree to be bound by these Rules and any policies referenced herein, as they may be amended from time to time, and they agree not to misuse Program or Game privileges by engaging in conduct that is detrimental to any Associate, including, without limitation: having multiple accounts in the same Establishment; making purchases or redemptions on the behalf of other Players or persons; participating in purchasing or redemption fraud; or, using any robot, spider, other automatic device or manual process to transact with, monitor, or alter or defeat the Program.
15. Limitation of Liability & Release: **Important:** Except as may be provided for in these Rules, the Associates assume no liability or responsibility and shall have no liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses directly or indirectly arising out of or related to: a) these Rules; b) the Program or any website of SBG or GOTSKILL?; c) playing or any use of any Game; d) any failure, delay, or decision by any Associate in administering the Program; e) any stolen, lost, or unauthorized use of an SBG or GOTSKILL? Player Card or any breach of security related to an SBG or GOTSKILL? Player Card; f) any offer, representation, suggestion, statement, or claim made about the Program by any Associate; or, g) the purchase, redemption, or use of any reward or use of any reward or prize, whether made available by an Associate or by any other party (collectively, all of the foregoing items shall be referred to herein as "**Losses**"). The Associates are hereby released by the Player from liability for any and all Losses. The Associates disclaim any and all warranties or guarantees, including any warranty of merchantability and warranty of fitness for any particular purpose. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if the Associates have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies.

**Important:** Notwithstanding anything else in these Rules, in no event shall the combined aggregate liability of all Associates for any Loss hereunder exceed the amount of any credits purchased by the Player in cash (i.e., not including any winnings).

16. Intellectual Property: Trademarks, patents, copyrights, names, likenesses, domain names, and content associated with or used in any of the Games is the property of SBG and may not be used by any other party without SBG's written consent.
17. Extended Meanings: Unless otherwise specified in these Rules, words importing the singular include the plural and vice versa and words importing gender include all genders.
18. Currency: Unless otherwise indicated, all dollar amounts referred to in these Rules are in lawful money of Canada.
19. Technical and Other Changes: SBG at all times reserves the right to change, modify, or terminate the Games without notice and to take such other measures as SBG deems necessary or appropriate, in its sole and absolute discretion, to preserve the integrity of the Games or in the event that any Game or associated practices or equipment have become technically or otherwise corrupted. All Players are subject to disclosure of their winnings (including to any tax authorities, if necessary) and identifying information, to the extent that such disclosure is required by applicable law or provided for in these Rules. Regardless of how Players use prizes awarded to them (if any), Players are advised that all such awards may be taxable in the hands of Players. Players are liable and responsible to pay all income and other taxes due in respect of any prize that received. All winning Players consent to the use of their names, home town, prizes won, and likenesses for promotional purposes by SBG / GOTSKILL? and Establishment.
20. Void Where Prohibited: The Games, the Program, these Rules, and the Player's participation in any of them are void where prohibited by applicable law and void in the Province of Quebec.
21. Force Majeure: SBG and GOTSKILL? is not responsible for any damages caused by delay or failure to perform undertakings pursuant to these Rules when the delay or failure is due to fires, strikes, floods, acts of God or the state's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
22. Severability: If any provision of these Rules is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in these Rules continues in full force and effect.
23. Contact Information: SBG / GOTSKILL? can be contacted at the following address: 201 Creditview Rd., Vaughan, Ontario L4L 9T1 or by e-mail – [info@gotskill.ca](mailto:info@gotskill.ca).