

# My PlayBreak Terms and Conditions

## 1 Introduction, Purpose and Scope of My PlayBreak

- 1.1 The OLG Self-Exclusion Program, My PlayBreak (“My PlayBreak”), is a voluntary self-help tool that enables participants (“Participants”) to make a commitment to take a break from participating in gaming activities offered by OLG (“Play”) for a defined period of time.
- 1.2 The success of My PlayBreak depends on a personal commitment not to Play. Participants remain solely responsible for refraining from Play.
- 1.3 My PlayBreak is available for:
  - Land-based gaming sites where OLG conducts and manages slots and casino gaming (collectively, “Casinos” and each a “Casino”), including any purchases of lottery tickets and any other gaming activities or products offered onsite at Casinos;
  - Land-based gaming sites where OLG conducts and manages gaming using paper-based and electronic bingo games and products (collectively, “Charitable Gaming Centres” and each a “Charitable Gaming Centre”); including any purchases of lottery tickets or other gaming products offered onsite at Charitable Gaming Centres; and
  - Any website/mobile application offering online gaming conducted and managed by OLG, including, but not limited to, OLG.ca (“Online Play”).

OLG has separate My PlayBreak registration forms for Casinos, Charitable Gaming Centres and Online Play. If you wish to register for My PlayBreak and take a break from Play at Casinos, Charitable Gaming Centres or Online Play, you must complete separate registration forms for each of those facilities or services. My PlayBreak only applies to the purchase of lottery products when the purchase is made at a site (i.e., Casino, Charitable Gaming Centre, and/or Online Play) subject to the My PlayBreak program in which you are enrolled. 50/50 draws and lottery tickets separate from Casinos, Charitable Gaming Centres, and Online Play are anonymous forms of play and My PlayBreak does not apply to them.

- 1.4 My PlayBreak is only one of many responsible gaming supports that OLG makes available through its PlaySmart Program. OLG encourages you to use all of these supports if you feel that you need to, and to educate yourself about safe Play. While OLG is committed to offering responsible gaming supports, it is solely your responsibility and decision whether or not to seek support, treatment or counselling in respect of your gambling, and not OLG’s responsibility or decision.
- 1.5 Based on experience and evidence gathered from gamblers, gambling clinicians, and academic researchers, OLG also recommends that you combine My PlayBreak, if needed, with other community supports, such as gambling treatment programs, financial counselling, or relationship counselling. Taken together, these steps may help you to control your gambling behaviour, if needed.
- 1.6 While OLG encourages Participants to combine My PlayBreak with other supports, it is the Participant’s own responsibility and decision whether or not to seek treatment or counselling, and not the responsibility or decision of OLG, service providers who operate Casinos or Charitable Gaming Centres (each a “Service Provider”, and collectively “Service Providers”), or anyone else.
- 1.7 Because the success of My PlayBreak depends on a personal commitment not to Play at Ontario Casinos, Charitable Gaming Centres, and/or on Online Play, **any person who enrolls in My PlayBreak remains solely responsible for refraining from Play.**
- 1.8 My PlayBreak is available to anyone legally permitted to Play at Casinos, Charitable Gaming Centres in Ontario and/or on Online Play, regardless of their history or pattern of play. Any player has the option to enroll for any reason whatsoever.

## 2 Terms and Conditions of My PlayBreak

- 2.1 These Terms and Conditions govern OLG’s My PlayBreak programs for Ontario for:
  - Casinos, as defined above to mean land-based gaming sites where OLG conducts and manages slots and casino gaming (this gaming is referred to below as “Casino Play”);
  - Charitable Gaming Centres, as defined above to mean land-based gaming sites where OLG conducts and manages gaming using paper-based and electronic bingo games and products (this gaming is referred to below as “Charitable Play”); and

- Online Play, as defined above to mean any website/mobile application offering online gaming conducted and managed by OLG including, but not limited to, OLG.ca (“Online Play”).

2.2 A My PlayBreak Agreement is comprised of these Terms and Conditions together with a Participant’s signed registration or renewal form for one or more of the following programs:

- My PlayBreak for Casino Play.
- My PlayBreak for Charitable Play.
- My PlayBreak for Online Play.

2.3 Any Participant who has signed one or more My PlayBreak registration forms is registered in My PlayBreak and is bound by that form and the Agreement that it is a part of.

### 3 Application and Scope of My PlayBreak Programs

3.1 OLG has three My PlayBreak programs: My PlayBreak for Casino Play, My PlayBreak for Charitable Play and My PlayBreak for Online Play. Each program has a different scope, as summarized below. The following conditions will apply for Participants of My PlayBreak (among other things set out in the Agreement):

#### **My PlayBreak for Casino Play**

Registering in My PlayBreak for Casino Play means that Participants have chosen to take a break from Play at Ontario Casinos and have agreed not to enter any area at Casinos where access is restricted to patrons who are 19 years of age or older in order to Play casino games (the “Gaming Floor”).

Registration in My PlayBreak for Play at Casinos makes you ineligible to open or access an account or Play online at any website offering online gaming conducted and managed by OLG, including, but not limited to, OLG.ca.

However, Participants registered in My PlayBreak for Casino Play may attend and participate in non-gaming areas such as restaurants or concert halls at Casinos as long as they do not have to cross the Gaming Floor to access the non-gaming amenities. Participants of My PlayBreak for Casino Play are still eligible to engage in Play for

Charitable Gaming Centres, 50/50 draws and lottery products purchased at any lottery retailer location that is not located on the Gaming Floor of a Casino in Ontario or on Online Play. Participants of My PlayBreak for Casino Play are not permitted to purchase lottery tickets from a retailer located on the Gaming Floor of a Casino or through Online Play.

### **My PlayBreak for Charitable Play**

Registering in My PlayBreak for Charitable Play means that Participants have chosen to take a break from Play at Ontario Charitable Gaming Centres and have agreed not to enter any Charitable Gaming Centre conducted and managed by OLG in Ontario.

Participants of My PlayBreak for Charitable Play are still eligible to engage in Play for Casinos in Ontario, on Online Play, 50/50 draws and lottery products purchased at any lottery retailer location that is not located at a Charitable Gaming Centre in Ontario.

### **My PlayBreak for Online Play**

Registering in My PlayBreak for Online Play means that Participants have chosen to take a break from Play on any website offering online gaming conducted and managed by OLG and OLG's internet gaming mobile applications.

Participants of My PlayBreak for Online Play are still eligible to engage in Play for Ontario Casinos and Charitable Gaming Centres, 50/50 draws and lottery products purchased at any lottery retailer location that is not through Online Play.

## **4 Changes to My PlayBreak**

- 4.1 OLG may modify, add or remove portions of the Agreement, including these Terms and Conditions, at any time and Participants agree to and are bound to any future changes as amended. OLG will make best efforts to notify Participants as soon as practically possible of any program changes using the most recent Participant contact information OLG has on file, including the contact information provided on the Participant's registration or renewal form. Changes will also be set out on PlaySmart.ca and OLG.ca, and it is the Participant's responsibility to check these websites periodically. By registering for My PlayBreak, Participants remain solely responsible for being familiar with the current My PlayBreak Terms and Conditions.

## 5 Registration in My PlayBreak

- 5.1 A registration in My PlayBreak must be completed by the Participant themselves and cannot be completed by any third party. More details on requirements to register for each of the My PlayBreak programs are set out below.

### **My PlayBreak for Casino Play**

To register, a Participant must attend a registration meeting (either in-person or virtually), present valid government-issued photo identification, proof of residence, sign and complete the applicable Registration Form, and provide a facial image(s) for inclusion in OLG's My PlayBreak database.

### **My PlayBreak for Charitable Play**

To register, a Participant must attend a registration meeting (either in-person or virtually), present valid government-issued photo identification, proof of residence, sign and complete the applicable Registration Form, and provide a facial image(s) for inclusion in OLG's My PlayBreak database.

### **My PlayBreak for Online Play**

To register, a Participant must log in to their Online Play account and complete and acknowledge the applicable Registration Form.

- 5.2 Participants can choose to register in any of My PlayBreak for Casino Play, My PlayBreak for Charitable Play, or My PlayBreak for Online Play, or any combination of the three.
- 5.3 By registering in one or more of the My PlayBreak programs, the Participant is placed on a list (the "List") of persons who voluntarily request a break from Play covered by that program. OLG's My PlayBreak list of persons for the program that they register for (My PlayBreak for Casino Play, My Play Break for Charitable Play and/or My PlayBreak for Online Play). The Participant's registration information (including facial image(s) where applicable) will be collected and retained in OLG's My PlayBreak database(s) for the program(s) that they register for.

## 6 My PlayBreak Term

6.1 Participants choose a My PlayBreak term length for Casino Play, Charitable Play, and/or Online Play. If a Participant chooses to take a break from more than one Program, they do not have to select the same term for each Program.

6.2 My PlayBreak offers a choice of the following periods of break:

Casino Play	Charitable Play	Online Play
3 months	3 months	<ul style="list-style-type: none"> <li>• 1 day, 1 week, 1 month, 2 months and 3 months</li> </ul> <p>For the duration of these break periods, you will:</p> <ul style="list-style-type: none"> <li>- Not have access to your account</li> <li>- Temporarily pause lottery subscriptions and marketing emails</li> <li>- If you have an OLG mobile application installed and notifications enabled, you may continue to receive them to your device. You must change your device settings or uninstall all OLG mobile applications to stop receiving notifications.</li> </ul> <ul style="list-style-type: none"> <li>• 6 months, 1 year, 2 years, 3 years, 4 years, and 5 years</li> </ul> <p>For the duration of these break periods, you will:</p> <ul style="list-style-type: none"> <li>- Not have access to your account</li> <li>- Your lottery subscriptions will be cancelled, and you will no longer receive marketing emails until you choose to resubscribe</li> <li>- Any funds in your account will be returned to you upon your request</li> <li>- If you have an OLG mobile application installed, and you have notifications enabled you may continue to receive them to your device. You must change your device settings or uninstall all mobile OLG mobile applications to stop receiving notifications.</li> </ul>
6 months	6 months	
1 year	1 year	
2 years	2 years	
3 years	3 years	
4 years	4 years	
5 years	5 years	

6.3 The term selected is irrevocable during the selected term and therefore cannot be changed after the term is selected. Once the term is selected, the term must be fully completed before a Participant is no longer considered registered in My PlayBreak and allowed to participate in Casino Play, Charitable Play, and/or Online Play.

## 7 Commitment not to Play and Consequences of Breach

- 7.1 As set out above, the success of My PlayBreak depends on a Participant's personal commitment not to Play. A Participant who registers in My PlayBreak remains solely responsible for refraining from Play and waives various legal rights. OLG is providing Participants with a valuable service by placing Participants on the List and undertaking the other specific obligations set out in the Agreement.
- 7.2 Participating in My PlayBreak is a Participant's choice. As a condition of a Participant's voluntary participation, a Participant agrees not to bring any form of legal or regulatory proceeding against OLG for any reason arising directly or indirectly from their enrolment in My PlayBreak.
- 7.3 A Participant agrees to release and not to bring any form of legal or regulatory proceeding against OLG or anyone else for any claims that a Participant might otherwise have if a Participant gambles in any manner, at a Casino, Charitable Gaming Centre, on online gambling website(s)/mobile application(s) conducted and managed by OLG, or elsewhere. This release shall include any form of harm or loss including, but not limited to, any financial loss, physical injury, or emotional distress of any kind. This release will apply to any kind of act or omission by OLG relating to my continued gambling, including without limitation intentional, reckless, or negligent acts or omissions. This release is intended to apply as broadly as possible to any and all potential liability of OLG in respect of the subject matter of this agreement, including, but not limited to, a Participant's continued gambling of any kind.
- 7.4 Aside from OLG's specific obligations set out in the Agreement, OLG or a Service Provider associated with OLG owes Participants no responsibility or obligation to prevent a Participant from Play, visiting any website/mobile application offering online gaming conducted and managed by OLG, including, but not limited to, OLG.ca or attending any Casino or Charitable Gaming Centre.
- 7.5 For greater certainty, and without limiting the generality of the above, Participants agree that they cannot recover, and release any claim in respect of, any gambling losses that they may incur if they gamble. They are solely responsible for their own Play.
- 7.6 The Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

- 7.7 If a Participant registered in My PlayBreak enters and/or engages in Casino Play or Charitable Play, or attempts to create a new Online Play account, contrary to their commitments in the Agreement and applicable Registration and/or Renewal Forms, then they may be subject to the following consequences.

#### **My PlayBreak for Casino Play**

Reminder of commitment not to enter any Gaming Floor in any Ontario Casino and escorted off the premises. Served with a written Notice of Trespass under the Trespass to Property Act (Ontario). Become involved in proceedings with the police which could result in an arrest and/or charge for trespass without further notice or warning.

#### **My PlayBreak for Charitable Play**

Reminder of commitment not to enter any Gaming Floor in any Ontario Charitable Gaming Centre and escorted off the premises.

#### **My PlayBreak for Online Play**

Denied access to Online Play.

## 8 End of My PlayBreak Term and Renewal

- 8.1 OLG or its representative will contact Participants who registered in My PlayBreak for Casino Play or Charitable Play **on or after September 12, 2022**, before the end of their term, with information on how to renew for a further term and to provide play management tools and resources. It is the Participant's choice and responsibility to either renew or allow their My PlayBreak term to expire. It is also a Participant's choice and responsibility to decide whether to use any of the play management tools and resources provided by OLG.
- 8.2 If Participants enrolled in My PlayBreak for Casino Play or Charitable Play choose to renew their term, they must submit a My PlayBreak Renewal Form, fulfil any other requirements for renewal for the particular My PlayBreak program and receive confirmation from OLG of renewal, all before their chosen term expires. Otherwise, upon expiry of the term that the Participants have chosen, their registration and participation in My PlayBreak will end, they will again be eligible to participate in Casino Play, Online Play and / or Charitable Play and they will have to register again if they wish to participate in My PlayBreak for Casino, Online or Charitable Play.



- 8.3 Participants who registered in My PlayBreak for Online Play, who wish to renew their My PlayBreak term, must contact OLG Customer Care, 1-800-387-0098 once their term has expired, or prior to the term expiry date. If participants registered in My PlayBreak for Online Play wish to resume Online Play after their selected term has expired, they will need to contact OLG Customer Care, 1-800-387-0098 to re-activate their Online Play account.
- 8.4 Participants who registered in OLG’s Casino Gaming or Charitable Gaming Self-Exclusion program **before September 12, 2022** can contact OLG Customer Care, 1-800-387-0098, prior to the end of their term, for information on how to renew their Self-Exclusion term.
- 8.5 My PlayBreak offers a choice of the following periods of term renewals:

<b>My PlayBreak for Casino Play</b>	<b>My PlayBreak for Charitable Play</b>	<b>My PlayBreak for Online Play</b>
3 months	3 months	6 months
6 months	6 months	1 year
1 year	1 year	2 years
2 years	2 years	3 years
3 years	3 years	4 years
4 years	4 years	5 years
5 years	5 years	

- 8.6 As with registration, there are separate Renewal Forms for My PlayBreak for Casino Play, My PlayBreak for Charitable Play. If a Participant chooses to renew My PlayBreak for both Casinos and Charitable Gaming Centres, they do not have to select the same term.

## 9 Communications

- 9.1 Participants understand, acknowledge and agree they may receive communications from OLG or its representatives for account and/or program administration purposes relating to the My PlayBreak program(s) they are participating in. The purposes for these communications may include but are not limited to the purposes listed below:

- Administration of My PlayBreak;
- Communicating My PlayBreak changes;
- Providing information regarding their enrolment in My PlayBreak;
- My PlayBreak renewal purposes (for example, OLG may request information relating to renewal or to confirming the Participant's identity);
- Advising if a Participant was sent an email communication or promotion in error.

9.2 As part of My PlayBreak registration and renewal processes for **Casino Play and Charitable Play only**, Participants can agree to be contacted by the Responsible Gambling Council (RGC) by phone within fifteen (15) business days of registering or renewing a My PlayBreak term to answer any questions Participants may have about My PlayBreak and to provide options for referrals to community supports. Participants acknowledge that by consenting to be contacted, information relating to My PlayBreak registration or renewal, including their contact information, will be shared with a RGC representative. If consented to, a RGC representative may leave a voicemail as per Participants' contact information. Participants also acknowledge that My PlayBreak registration or renewal information will be exchanged between RGC and OLG to verify whether they have been contacted.

9.3 As part of My PlayBreak registration, Participants can consent to be contacted by OLG (including its agents and representatives) and third-party researchers for possible research, evaluation or consultation projects, relating to My PlayBreak. Research relating to My PlayBreak will be used to support program improvement efforts, including better supporting the needs of those who register in the program. Participants may be contacted for research purposes via email and/or phone/SMS. Participants are free to choose to participate or not in the projects and providing consent to be contacted does not obligate them to participate. Participants are free to change their consent to be contacted for research at any time by calling the OLG Customer Care at 1-800-387-0098.

- 9.4 Upon registering in My PlayBreak, OLG and Service Providers will remove Participants from OLG and Service Provider direct marketing mailing and communication lists. However, Participants may receive marketing materials to the extent that communications have already been initiated and cannot be stopped, and to the extent communications are sent to the public at large or various segments of it. Participants may also receive marketing or advertisements aimed at anyone with whom they share a mailing address who has signed up to receive such communications.
- 9.5 Once My PlayBreak terms are completed, OLG and Service Providers will continue not to send marketing communications, unless and until the player asks to receive them. Once My PlayBreak terms are completed, players can ask to opt back in to be placed on OLG and/or Service Provider marketing lists and to receive marketing and promotional communications by contacting OLG and/or the relevant Service Provider.

## 10 Personal Information and Privacy

### 10.1 Notice of Collection of Personal Information

OLG collects personal information in relation to participation in My PlayBreak pursuant to the Ontario Lottery and Gaming Corporation Act, 1999 and the Gaming Control Act, 1992. This information will be used for managing participation in My PlayBreak as outlined in the Agreement. These purposes may include, but are not limited to:

- Verifying a Participant's identity;
- Enrollment in Facial Recognition at Casinos;
- Making changes to a Participant's account on OLG.ca and any online gaming website conducted and managed by OLG;
- Managing and sending program-related communications;
- Removing Participants from marketing and advertising lists;
- Integration with other OLG Responsible Gambling programs;

- Assessing and evaluating the My PlayBreak program;
- Disclosing Participants' information to OLG's agents or representatives, or to researchers, where the Participant has agreed to the disclosure.

Participants who have questions about this collection of personal information may contact OLG Customer Care at 1-800-387-0098.

10.2 It is the Participant's responsibility to provide OLG and/or Service Providers with correct, valid, and up to date personal information, including name, date of birth, and contact information. If a Participant's personal information changes, they must contact a Service Provider or OLG Customer Care at 1-800-387-0098 to update their information.

## Available Support and Resources

Although the choice to Play or participate in My PlayBreak, or not, is the Participant's alone, OLG is committed to making supports and resources available to players who choose to use them. Please see below for a list of selected key resources:

### **Playsmart.ca**

Ontario's most relevant and comprehensive gambling education resource [www.playsmart.ca](http://www.playsmart.ca). Playsmart.ca is your source for facts, tools, and advice about gambling in Ontario.

### **ConnexOntario**

1-866-531-2600 or compose email directly from website [www.connexontario.ca](http://www.connexontario.ca). ConnexOntario has information about support services and other resources related to problem gambling. ConnexOntario has an online directory to help locate the nearest support services in your community.

Call this helpline if you want to talk to someone about problem gambling or treatment services in your community. In addition to the helpline, they offer support through email or online chat on their website. It's free, confidential, and available 24 hours a day, seven days a week in over 140 languages.

**Credit Canada**

1-800-267-2272 or email [info@creditcanada.com](mailto:info@creditcanada.com) [www.CreditCanada.com](http://www.CreditCanada.com)

Visit [creditcanada.com](http://creditcanada.com) or call 1-800-267-2272 to speak to a certified counsellor. Credit Canada is a not-for-profit agency providing free credit counselling and education, as well as confidential debt help, debt consolidation, and debt repayment programs.

**Gambling, Gaming and Technology Use at the Centre for Addiction and Mental Health (CAMH)**

1-888-647-4414 or email: [gambling@camh.net](mailto:gambling@camh.net) [www.ProblemGambling.ca](http://www.ProblemGambling.ca)

Gambling, Gaming and Technology Use at CAMH has information and tools available for people with concerns about their own gambling, as well as family and friends. This includes free and anonymous online self-help tools.

**Responsible Gambling Council**

1-888-391-1111 or send an email directly from website [www.responsiblegambling.org](http://www.responsiblegambling.org)

This not-for-profit agency is dedicated to problem gambling awareness and prevention. Visit their website, [responsiblegambling.org](http://responsiblegambling.org), for more information.

**GamTalk**

[Gamtalk.org](http://Gamtalk.org)

Sometimes talking about a problem is the first step to solving it. GamTalk features chatrooms and forums for those experiencing problems with gambling to connect with one another. Read and share stories, find information and support, and get links to helpful local professionals.