



Terms & Conditions

PROGRAM OVERVIEW

1. The InnerCircle program (the “Program”) is a loyalty reward program offered by Delta Bingo Inc. (“Delta”, “us”, “our” or “we”) to customers of participating Delta bingo & gaming centres (each a “Centre”).
2. The Program allows individuals who have completed the membership enrollment steps in accordance with the present Terms and Conditions and who have been issued an InnerCircle Rewards Card (“Members”) to collect Program points (“Points”) when making bingo purchases in a Centre (“Eligible Purchases”), and to redeem such Points for rewards, benefits and/or rebates offered by Delta from time to time.
3. Members acquire no vested right or entitlement to the continued availability of any particular reward, benefit, or redemption level.

MEMBER ENROLLMENT

4. Membership in the Program is free and no initial purchase is required in order to become a Member.
5. To be eligible to become a Member of the Program an individual must:
 - i. Be 18 years of age or older;
 - ii. Not be self-excluded or trespassed;
 - iii. Provide a valid government issued ID;
 - iv. Accept these terms and conditions; and
 - v. Be eligible to game in the province of Ontario, all as determined by Delta, the Ontario Lottery and Gaming Corporation (“OLG”) and the Alcohol and Gaming Commission of Ontario (“AGCO”).Volunteers, employees, officers, and directors of Delta and the AGCO are not eligible to participate in the Program.
6. Only one Program rewards account (an “Account”) is permitted per individual Member.
7. Valid, authentic, government-issued photo identification must be presented to enroll and upon request during participation in the Program at any time. Photocopies or any other likeness is not considered valid, authentic, government-issued identification.
8. Members will receive one or more InnerCircle Rewards cards (each a “Rewards Card”) containing a unique Member number. Delta may issue up to a maximum of four (4) active Rewards Cards per Member. All Rewards Cards remain the property of Delta and must be returned upon request.
9. The Rewards Card is not a credit card and remains the exclusive property of Delta. Delta reserves the right to revoke or deactivate a Rewards Card at any time (i) in cases of program misuse, fraud, breach of these Terms and Conditions, or any conduct deemed contrary to the interests of the Program, or its Members, or (ii) otherwise in any circumstances in its sole discretion. Any unauthorized reproduction of the Rewards Card may lead to legal prosecution and forfeiture of all Program Points and Membership in the Program.
10. Members may not share their account number and account information with anyone else. Membership benefits apply only to the individual Program Account holder. Account information should be protected and kept secure.
11. Members must advise us immediately of any changes of Personal Information (as defined herein) including name, address, phone number and email address either by asking an in-Centre employee to update the information in-Centre, by updating the Member’s account in the InnerCircle mobile app, or by contacting us at innercircle@deltabingo.com . Delta shall not be liable for misdirected email or mail communications, including any notices under these Terms and Conditions or any consequences thereof where a Member’s Personal Information is inaccurate or no longer valid. If we believe that some of our records are inaccurate, we may contact a Member to verify our records. We reserve the right to cancel any Account for which we have incomplete or inaccurate Personal Information and all Points redemptions on that Account may be blocked and any Points awarded may be forfeited. The submission of false or fictitious Personal Information will result in all Points accumulated on an Account being forfeited. We also reserve the right to cancel any Account owned by individuals who have been banned from entering our Centres and those who have self-excluded from one or more of our locations.
12. Delta reserves the right to refuse issuance of an Account to any individual who does not follow the prescribed enrollment procedures, who has been self-excluded from one or more of our Centres, or if an individual has been banned from the premises for any reason.
13. Program Membership is only available to individuals. Program Membership is not available to corporations, businesses, charities, partnerships, enterprises, schools or anyone other than an individual, unless written approval is received in advance from Delta, in its sole discretion.
14. If for any reason we believe a Member or applicant for Membership is under the age of 18, we reserve the right to request proof of age. If such proof is not provided, all Personal Information regarding that individual may be deleted from our system and their Membership or Membership application may be terminated, including the immediate forfeiture of all Points.
15. Each Member must select a Personal Identification Number (“PIN”) that will be used for the Member’s Account. Members are responsible for keeping their Account information, card, and PIN secure and confidential. A PIN can be changed at any Delta location with an employee or through the InnerCircle mobile app.

COLLECTION OF POINTS

16. Each \$1.00 CAD wagered on upright cabinet machines at any Delta location is equal to 1 Point under the Program.
17. A Member's Points balance can be viewed by inserting the Rewards Card at a working cabinet machine in a Centre. Members may also inquire about their Points balance with staff on site or through the InnerCircle mobile app. In the event of a discrepancy, our internal database and records will govern.
18. All Points totals, as shown on the Program system, will be deemed correct unless otherwise determined by Delta in its sole discretion following substantiation by a Member by bringing forward evidence satisfactory to Delta. In the case of a discrepancy, our internal database and records govern. Discrepancies must be addressed in-Centre within one month of the date on which the discrepancy occurred. Delta reserves the right to restrict redemption or put a "hold" on Points if Delta has reasonable belief that fraud has occurred or in the event of a breach or suspected breach of these Terms and Conditions.
19. Points are not transferable from one Member to another.
20. Points are reduced to zero upon closure of a Program Membership.
21. Upon the death of a Member, the Member's Account will be closed and any Points in the Account will be forfeited. Points are not divisible or transferable in the case of divorce or similar marital proceedings.

REDEMPTION OF POINTS

20. Points earned via the Program may be redeemed and applied for free play (currently only available for upright cabinet machines). Any upright cabinet machine play resulting from the redemption of Program Points that is recorded at any Delta site will not qualify to earn additional Points under the Program.
22. Delta is not responsible for lost, stolen, or misused Rewards Cards. A Member must notify Delta immediately if their Rewards Card is lost or stolen, and replacement Rewards Cards may (or may not) be issued in the sole discretion of Delta. A Member must notify an in-Centre employee to ensure a replacement Rewards Card is properly issued to the correct person, and that all Points in their Account are accessible only by that Member. Upon verification of proper identification, a new Member number or Rewards Card will be provided to the Member in-Centre. The accumulated unredeemed Points balance shall remain intact.
23. If a lost Rewards Card is found and used by any other individual, all Points relating to purchases made by such other individual will be credited to the Member's Account. Delta assumes no liability or responsibility for Points redeemed by any person(s) prior to the notification to a Customer Service Representative in-Centre that the Rewards Card is lost or stolen. Any Points redeemed prior to notification shall be at the Member's risk.
24. Delta will not be liable or responsible in any manner for any tax consequences or any charge imposed by or with the authority of any government, which may flow from any participation in the Program.
25. Points have no cash value and are not exchangeable for cash. Except as permitted from time to time by Delta, Points cannot be assigned, exchanged, sold, traded, bartered, purchased or given by gift or otherwise sold. Any Points so acquired are void. The accumulation of Points does not entitle Members to any vested rights, and Delta does not guarantee in any way the continued availability of any reward, redemption level, rebate or any other benefit. Delta assumes no liability to Members in regard to the addition or items for which Points can be collected and/or redeemed.
26. A Member's Points under the Program may be forfeited, in whole or in part, at the discretion of Delta if a Member has not used their Rewards Card or redeemed their Points under the Program for two (2) years or longer.
27. By redeeming Program Points, a Member releases Delta and the Releasees (as defined below) from any and all liability and claims regarding the redemption and use of Points and any loss or damage caused by goods or services obtained through Points redemption under the Program.

PRIVACY

28. Delta is committed to protecting Member privacy. We will maintain the privacy and security of all personal information collected from Members, including, but not limited to: name, address, email address, telephone numbers (collectively, "Personal Information").

We collect a Member's Personal Information for the following purposes:

- i. To set up and administer the Program including ongoing management of Accounts, and to accurately record Points;
 - ii. To process redemptions and issue rewards;
 - iii. To communicate with Members;
 - iv. To understand Members' shopping and information needs and preferences, and to offer Members relevant information, products, services and rewards to meet those needs and interests;
 - v. To measure the effectiveness of promotions and programs and to provide Members with special offers and rewards from Delta; and
 - vi. Such other purposes as set out herein (including in Section 35 below) and/or in our Privacy Policy (linked below).
29. By providing Personal Information to us, a Member consents to our use of Personal Information for the purposes specified herein.
 30. On occasion Delta may collect additional information (including Personal Information) from Members on a voluntary basis through questionnaires or other methods. The Program status of any Member who does not wish to participate will not be affected.
 31. All Membership information will be used as disclosed herein and will not be sold or rented to any other organization. However, Personal Information may be transferred to the OLG and to our service providers for purposes consistent with those set out herein. Members may unsubscribe (opt out) of such disclosure and use as set out in set out below.
 32. Personal Information will not be used or disclosed for purposes other than those for which it was collected, except with a Member's consent or as permitted or required by law.

33. By sharing a Member's email address and as an active customer and Program Member, service providers may communicate to the Member special offers, services, promotions and program information. A Member can unsubscribe from receiving such messages at any time by clicking the unsubscribe link in any email; by informing a staff member in-Centre, by contacting innercircle@deltabingo.com or by updating their preferences within the InnerCircle mobile app. A Member can also exercise their rights to opt out of certain information handling practices, including unsubscribing to certain marketing and promotional communications by contacting Delta as instructed in the Privacy Policy under the heading "How to Exercise Your Rights".
34. All Member information will be subject to the Delta inc. Privacy Policy linked here [<https://deltabingo.com/privacy-policy/>] (the "Privacy Policy") as amended from time to time in accordance with its terms, which is incorporated herein by reference. The Privacy Policy sets out additional terms and rights which apply to Personal Information. By agreeing to these Terms and Conditions, Members are also agreeing to the terms of the Privacy Policy.
35. Member personal information is collected under the authority of the *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario). In addition to the purposes otherwise set out herein, this information is intended to be used for the following principal purposes, and for any further purposes reasonably necessary to give effect to those purposes: (1) the administration of loyalty program(s); (2) marketing and promotional purposes; (3) investigating and validating the prize claim; (4) sharing the information with third parties, including the AGCO; (5) monitoring and enforcing compliance with OLG's Prize Claim policies and Procedures; (6) assisting OLG in managing its charitable games and in maintaining the integrity thereof; and (7) complying with legal requirements including under the *Family Responsibility and Support Arrears Enforcement Act, 1996* (Ontario) and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Ontario). A Member may visit deltabingo.com or contact Delta's privacy officer at privacy@deltabingo.com for more information on the collection of this information and our Privacy Policy.

GENERAL INFORMATION

36. If events beyond Delta's control materially affect Delta's ability to operate the Program, the Program may be suspended or terminated without notice. Upon suspension or termination of the Program for any reason whatsoever, Delta (as well as the Releasees, as defined below) will have no liability to any Member and they are automatically released from all Member claims in respect of such a suspension, termination or forfeiture of Points accumulated till such time.
37. A Member's acceptance of the Terms and Conditions online and/or first time usage of a Rewards Card constitutes such Member's agreement to all the Terms and Conditions of the Program.
38. Any abuse by a Member of the Program's privileges, any failure by a Member to follow these Terms and Conditions, or any misrepresentation by a Member may subject the Member to expulsion from the Program, including forfeiture of all accumulated Points.
39. Reasonable effort has been made to ensure that the information herein is correct. However, Delta is not responsible for (i) any errors or omissions in these Terms and Conditions nor those subsequently published by Delta, or (ii) any other errors or omissions related to the Program.
40. These Terms and Conditions shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Delta has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Program and its operation.
41. Members agree that Delta will not be responsible for any reward, rebate or any other benefit provided by any third party participating in the Program and as such, each Member releases Delta, its parent, affiliates, divisions, related companies, and all of our and their respective officers, directors, owners and employees, (collectively "Releasees") from any and all liability and claims arising from or connected to such reward, rebate or benefit, including the collection, redemption and use thereof as well as any loss or damage caused by such reward, rebate or benefit. TO THE EXTENT PERMITTED BY LAW, ALL ASPECTS OF THE PROGRAM ARE PROVIDED "AS IS" WITHOUT ANY CONDITION, REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
42. By participating in this Program, each Member agrees that: (i) they will contact us directly and give us the opportunity to try to resolve any and all disputes before the Member takes any action in court, or otherwise; (ii) any and all disputes, claims and causes of action arising out of or connected with the Program shall be resolved individually, without resort to any form of class action; (iii) any and all claims, judgments and awards shall in no event include legal fees; and (iv) to the extent permitted by law, under no circumstances will a Member be permitted to obtain awards for, and each Member hereby waives all rights to claim punitive, incidental and consequential damages and any other damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
43. In the event that any provision in these Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.