

**ST. MARY'S ENTERTAINMENT CENTRE  
("STMEC")**

**TERMS OF SERVICE**

**PLEASE READ THIS AGREEMENT CAREFULLY.**

This Agreement ("Agreement") governs all aspects of your use of stmec.bingonb.net. This Agreement governs any transactions you may complete or attempt to complete using stmec.bingonb.net.

You acknowledge that you have a full understanding and accompanying acceptance of the terms and conditions contained within this Agreement.

You confirm that you are at least 16 years of age.

This Agreement may be amended from time to time. You acknowledge that STMEC may do so without notice to You. It is your responsibility to revisit the STMEC Terms of Service from time to time to review any amendments. You are advised to review the Terms of Service periodically for any changes. Changes to the Terms of Service are effective when they are posted on this page. If You do not accept any of the terms and conditions in this Agreement or You do not agree to be legally bound by them, do not use stmec.bingonb.net.

See Schedule "A" for meanings of certain words and terms used in this Agreement.

**1.0 INTRODUCTION**

**Introduction** STMEC offers players the opportunity to **create an online Account** at stmec.bingonb.net, and to register their personal contact information online for the purpose of purchasing Bingo Games and other supplies in advance of scheduled onsite Bingo Games. Any purchase made on stmec.bingonb.net is for onsite use. Bingo Games and other supplies can be purchased online but are only available to be played onsite at STMEC located at 185 Gabriel Drive, Fredericton, New Brunswick. Bingo Games may not be played off-site nor online and are only valid the **week** for which they are purchased. All purchases will be prepared and made available to the player onsite before the scheduled Bingo Game purchased by You.

STMEC has the right at any time and in its sole and absolute discretion to, without notice, discontinue or limit the sale of Bingo Games through stmec.bingonb.net or to modify the manner in which it sells Bingo Games and other supplies.

**Game Rules** All Bingo Games purchases will be subject to the rules of Bingo Games posted onsite at STMEC.

Please note, STMEC will not track or assess your gambling risk and will not be responsible for taking any action or suggesting that You take any action as a result of Your use of stmec.bingonb.net. You are solely responsible for your gambling activities and whether or not You take any action regarding your gambling activities.

## **2.0 REGISTRATION TO USE STMEC.BINGONB.NET**

**2.1 Registered Accounts** In order to be eligible to purchase Bingo Games and other supplies online through stmec.bingonb.net, You must be a registered user and You must be at least 16 years of age. If You do not successfully complete the registration/verification process required to obtain an account, You will be unable to purchase Bingo Games or other supplies through stmec.bingonb.net and will be unable to do so until You have successfully registered.

**2.2 Verification of Information** You are solely responsible for ensuring the personal information You provide to STMEC in connection with Your registration on stmec.bingonb.net is true, correct and accurate. You are responsible for updating this information as needed. Failure to keep Your personal information up to date may, in STMEC's sole and absolute discretion, result in the suspension or termination of your **Account**.

Further STMEC may, in its sole and absolute discretion, require you to provide additional information and/or documentation in-house at STMEC (for example, proof of identity, proof of age, your bank or other financial institution and related account information) to verify or confirm You as a player onsite and to investigate any suspected breaches of this Agreement (including suspected fraudulent or dishonest activity).

You may be required to provide additional information and/or documentation to comply with applicable laws or regulations. By providing such additional information or documentation to STMEC, the Player will be deemed to represent and warrant to STMEC that such information is true and accurate or that such documentation is a true, accurate and complete copy of the original.

**2.3 Passwords/Email** When You register with stmec.bingonb.net, You will be required to register using an email account and select a password. It is Your responsibility to keep Your password confidential and secure. Only You are permitted to access and use stmec.bingonb.net using Your password. You agree that STMEC shall be entitled to assume that any time Your email and Your password are entered correctly in conjunction with one another that any transaction involving Your Account has been undertaken by You and is valid. You will be solely responsible for any use or misuse of Your password by any person. STMEC is not liable for any access to or use of Your account, including arising from unauthorized use of Your password.

## **3.0 PROHIBITED USES OF STMEC.BINGONB.NET**

**3.1 No Interference with Games** You will not interfere or manipulate with the operations of STMEC or the method of purchase/quantity of purchase any Bingo game.

**3.2 No Unlawful/Fraudulent Use** You will not use stmec.bingonb.net in an unlawful manner, or for any unlawful or fraudulent purpose or activity or to gain an unfair advantage including, without limitation, game manipulation, exploiting a fault, loophole or error, fraud, including payment fraud (for example, unlawful use of credit cards or reversals of payment), money laundering, collusion with third parties, or for any other purpose or activity that STMEC, in its sole and absolute discretion, determines is inappropriate or not directly related to the purchase of Bingo Games or other supplies. You acknowledge and agree that

other Players may use or attempt to use stmec.bingonb.net in such a prohibited manner and that You are using stmec.bingonb.net at Your own risk and STMEC will not be liable for any losses or damage caused to You by such prohibited use of stmec.bingonb.net.

#### **4.0 ACCOUNT AND PURCHASES ON STMEC.BINGONB.NET**

**4.1 Accuracy of Information** You will be solely responsible for entering Your credit/debit card information at the time of purchase. You will be required to enter this information each time a purchase is finalized on stmec.bingonb.net. You are responsible for the accuracy and correctness of such information and for updating this information as necessary. Stmec.bingonb.net will not save your personal financial information. You are responsible for providing this information at the time of purchase. You are responsible for informing STMEC of any error or omission with respect to Your Account or any calculation with respect to any purchase that You have made from Your Account.

**4.2 Accuracy of Purchase** You are solely responsible for ensuring that the details of Your purchase are correct before You submit Your purchase for processing. In the event of a dispute regarding any aspect of Your purchase, the information in the computer system of STMEC will prevail, and this information shall be the Player's only opportunity of participation in any given Bingo event.

**4.3 Transactions** All transactions involving Your Account will be in Canadian dollars only. Certain methods of payment may not be available to You at all times. Each time You use a credit/debit card to make purchases with Your Account, You represent and warrant to STMEC that You have the authority to use that card, including if the card or bank account is jointly held with one or more persons. You are responsible for all fees and charges arising from Your use of Your credit/debit cards and online services. You should familiarize yourself with the terms and conditions that govern Your use of your credit/debit card services. STMEC reserves the right to, in its sole and absolute discretion, refuse any Game purchase or selection for any reason whatsoever.

**4.4 Cut-Off Times** Purchases and/or play decisions will not be accepted or processed after the posted cut-off time.

**4.5 Account Transfers** Bingo Game or other supply purchases cannot be transferred to another Player or Account.

**4.6 Account Refunds** Refunds are only available onsite or by calling STMEC. Refunds will not be processed online. In the event of a chargeback, which occurs when You, the card holder, contacts the bank or other financial institution and initiates a refund for a transaction that was made using the card through stmec.bingonb.net and the financial institution requests the return of funds, STMEC may in its sole and absolute discretion, carry out one or more of the following actions:

- a) **suspend Your Account** pending resolution of any dispute relating to the Chargeback;
- b) request information from You regarding the circumstances of the Chargeback and provide such information to the relevant financial institution for the purposes of resolving any dispute relating to the Chargeback;
- c) claim from You the amount of any balance owed as a result of the Chargeback;

and  
d) terminate Your Account.

**4.7 No Cancellation of Purchase** Once You have made a purchase, You may not cancel it.

**4.8 Payment Processors** STMEC may use third-party payment processors to process financial transactions from Your Account. By registering with [stmec.bingonb.net](http://stmec.bingonb.net) and establishing an Account, You irrevocably authorize STMEC to instruct these entities to handle any purchase transactions through Your Account.

## **5.0 BREACH BY PLAYER**

**5.1 STMEC Remedies** If You breach any term or condition of this Agreement, STMEC shall be entitled to exercise any rights and remedies set out in this Agreement, and/or otherwise available to it at law or equity, including without limitation, STMEC may take one or more of the following actions as it determines in its sole and absolute discretion:

- a) lock, suspend, deactivate and/or **terminate Your Account** and exclude You from playing Games at STMEC;
- b) suspend or terminate Your eligibility to register or maintain an **Account**;
- c) notify any third parties STMEC determines to be appropriate in the circumstances including law enforcement agencies.

**5.2 Right to Withhold Prizes** – If You breach any term or condition of this Agreement, STMEC has the right at any time and in its sole and absolute discretion to, without notice, delay or withhold any Prize from You, including without limitation, if STMEC is not satisfied that the registration information, Your Account Information, or financial particulars provided by You are true, accurate and current or if You purchased the applicable Game(s) fraudulently or illegally.

## **6.0 PRIVACY**

STMEC recognizes that we need to protect your personal information, an invaluable asset entrusted to us by our customers. In handling personal information, STMEC shall comply with all laws and regulations applicable to the protection of relevant personal information. In addition, we shall ensure that our compliance program for the protection of personal information is in accordance with these laws and regulations.

STMEC is committed to protecting Your personal information and accordingly has implemented a Privacy Policy. By accepting this Agreement, You also acknowledge and accept the terms of STMEC's Privacy Policy. Be sure to read and understand STMEC's Privacy Policy before accepting this Agreement.

STMEC, and its third-party service providers, can collect personal information/player

information. STMEC may share this personal information with affiliates or consign the safekeeping of this personal information to a third party in order to provide better service to customers. You consent that this information can be used and disclosed outside of Canada.

## **7.0 ERRORS**

7.1 STMEC reserves the right to take all steps it deems necessary to correct any errors that has arisen in any given circumstance, and STMEC's decision shall be final and binding.

7.2 **Reporting Errors** If you become aware that stmec.bingonb.net contains any error, you must report this to STMEC immediately. Further, you agree not to take advantage of any such error.

## **8.0 LIMITATIONS AND EXCLUSIONS OF LIABILITY**

8.1 **Disclaimer** STMEC does not make any representation or warranty with respect to stmec.bingonb.net. STMEC does not guarantee the availability of any of the products or services that are made available through stmec.bingonb.net and STMEC hereby disclaims all warranties regarding the foregoing, whether express, implied or statutory.

8.2 **Limitations of Liability** In using stmec.bingonb.net, the maximum liability of STMEC, its directors, officers, employees and agents, to You under this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed the net loss of Your participation in the Bingo Game that gave rise to the liability or the amount of applicable monies that have been improperly directed by STMEC or misplaced by STMEC and You agree that STMEC shall not be liable to You under any circumstances for any greater amount.

Under no circumstances will STMEC or its directors, officers, employees or agents be liable to You, under any civil cause of action, for any losses or damages of any nature arising out of or in any way connected to:

- a) any delay, loss, error or omission, howsoever caused, which prevents, hinders or interrupts the ordering or processing of a purchase of any product or service, including any loss error or omission caused by the use of a third-party service;
- b) errors, omissions or other inaccuracies on stmec.bingonb.net;
- c) the cessation or interruption of operation of stmec.bingonb.net or any part thereof;
- d) any information or software programs that You download to use or access stmec.bingonb.net;
- e) the exercise of any right or discretion by STMEC as expressly contemplated in this Agreement; or
- f) any Force Majeure Event.

## **9.0 GENERAL MATTERS**

9.1 **Governing Law** This Agreement is governed by and will be construed in

accordance with the laws of the Province of New Brunswick and Canada.

9.2 **Intellectual Property** STMEC is the owner of all intellectual property including any copyright or trademark found on stmec.bingonb.net. You will acquire no rights to any intellectual property as a result of your use of stmec.bingonb.net.

9.3 **Entire Agreement** This Agreement, applicable onsite Game Rules, and STMEC's Privacy Policy constitute the entire agreement and understanding between You and STMEC in relation to all aspects of Your use of stmec.bingonb.net.

9.4 **No Assignment** Your Account cannot be assigned or transferred.

9.5 **Enforceability** The invalidity or unenforceability of any provision contained in the Agreement will not affect the validity or enforceability of any of the other portions of the Agreement.

9.6 **Accuracy of Information** While reasonable efforts are made to ensure the accuracy of the information on stmec.bingonb.net no warranty of accuracy or completeness is expressed or implied.

9.7 **Contacting STMEC's Customer Care Centre** If You have any questions regarding Your use, registration, or Your Account with stmec.bingonb.net, You may contact STMEC's **Customer Care** Centre as follows:

Local: 506-462-9300

Toll-Free: 1-888-992-4646

## **SCHEDULE "A" - DEFINITIONS**

When used in this Agreement, unless the context requires otherwise, the following words and terms shall have the meanings specified below:

**"Account"** means the account that is established and maintained by a Player on stmec.bingonb.net in connection with the purchase of Games on stmec.bingonb.net.

**"Chargeback"** has the meaning specified in Section 4.6.

**"Computer Systems"** means the central computer systems used by STMEC to process and record transactions.

**"Force Majeure Event"** means any event that interferes with STMEC's ability to operate stmec.bingonb.net or the Bingo Games, in whole or in part, from any cause beyond STMEC's reasonable control, including, without limitation, an act of God, an outbreak of hostilities, riot, civil disturbance, act of terrorism, fire, explosion, flood, theft, malicious damage, power failures or obstruction, loss or non, limited or delayed availability of any network, broadcast or telecommunications service, strikes, lock-outs, industrial action of any kind, legislative or regulatory change or the act of any government or governmental authority.

**"Game"** means a "Bingo Game" conducted, managed and/or operated by STMEC and made available for purchase through stmec.bingonb.net from time to time, in which Prizes are awarded or played in person, onsite, in accordance with applicable onsite Game Rules.

**"Game Rules"** means any terms, conditions, explanations, play instructions, rules and procedures, including prize structure statements, issued by STMEC and posted onsite, which apply to any Games offered by STMEC, including without limitation, those posted at stmec.bingonb.net and those posted onsite. Game Rules are incorporated into and form part of this Agreement. Without limiting the generality of the foregoing, Game Rules include the Rules and Regulations of STMEC.

**"Onsite"** means Bingo games scheduled and hosted at St. Mary's Entertainment Centre, 185 Gabriel Drive, Fredericton, New Brunswick.

**"Player"** means an individual who has successfully completed the registration process for an Account that is in good standing and has not been suspended, deactivated, locked or closed.

**"Prize"** means a prize won by a Player from a Game in accordance with the applicable Game Rules.

**"Receipt"** means the detailed record of a purchase transaction issued by STMEC at the time a transaction is completed and, if valid, deemed to be a reservation for a Bingo Game hosted onsite.

**"STMEC"** means Saint Mary's Entertainment Centre. and its successors and assigns.

**"stmec.bingonb.net"** means: STMEC's website

**"You"** means, as applicable, any Player, prospective Player or unverified Account Holder and **"Your"** has a corresponding meaning.

## **St. Mary's Entertainment Centre Privacy Policy**

This Privacy Policy describes St. Mary's Entertainment Centre's ("STMEC") policies and procedures on the collection, use and disclosure of Your information when You use stmec.bingonb.net and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve stmec.bingonb.net. By using stmec.bingonb.net, You agree to the collection and use of information in accordance with this Privacy Policy.

We recognize that we need to protect your personal information. In handling personal information, STMEC shall comply with all laws and regulations applicable to the protection of relevant personal information. In addition, we shall ensure that our compliance program for the protection of personal information is in accordance with these laws and regulations.

We may ask You to provide certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to, Your first and last name, Your address, and usage date.

Usage Data is collected automatically when using the Service. Usage Data may include information such as Your Device's Internet Protocol address (e.g., IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers, a mobile device ID, mobile operating system, mobile internet browser and other diagnostic data.

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service. The technologies being used may include cookies (session and persistent) browser cookies, and flash cookies, web beacons.

Tracking technologies can be controlled via Your browser settings. Should You refuse permission to the tracking technologies, You may be unable to use some parts of stmec.bingonb.net

### **Retention of Your Personal Data**

STMEC will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our legal agreements and policies.

STMEC may also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of stmec.bingonb.net, or if legally obligated to retain this data for longer time periods.

### **Transfer of Your Personal Data**

Your information may be transferred to — and maintained on — computers located outside of Your province, country or other governmental jurisdiction where the data protection laws

may differ than those within Your jurisdiction.

Your consent to this Privacy Policy and your registration for Your Account represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy.

### **Disclosure of Your Personal Data**

Under certain circumstances, STMEC may be required to disclose Your Personal Data if required to do so by law enforcement or in response to valid requests by public authorities (e.g., a court or a government agency). STMEC may also disclose Your information to comply with a legal obligation, protect and defend the rights or property of STMEC, investigate possible wrongdoing with the stmec.bingonb.net, or to protect against legal liability.

### **Security of Your Personal Data**

The security of Your personal information is important but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While STMEC strives to use commercially acceptable means to protect Your personal information, We cannot guarantee its absolute security.

You are advised to protect the privacy of your information in the following manners: install appropriate anti-virus programming on your personal computer or device, update your computer and software, install a firewall, disable file-sharing software, keep browsers and operating systems updated, run current licensed software, use strong passwords for best password protection including using combinations of letters and numbers and symbols, avoiding common passwords, avoiding personal names or numbers, avoiding words, using passwords at least 8 characters in length, change your password often, etc.

Email fraud is an increasingly popular method of obtaining valuable personal information. Never respond to forms, or emails from us requesting personal information. Do not follow links in any email purporting to be from STMEC. We will never request valuable personal information via email.

### **Children's Privacy**

Stmec.bingonb.net does not address anyone under the age of 16. We do not knowingly collect personally identifiable information from anyone under the age of 16. If You are a parent or guardian and You are aware that Your child has provided STMEC with Personal Data, please contact STMEC so that STMEC can remove Your child's personal information and Account.

### **Changes to this Privacy Policy**

We may update STMEC's Privacy Policy from time to time. We may do so without notice to You. It is your responsibility to revisit the STMEC Privacy Policy from time to time to review any amendments. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

## **Contact Us**

If you have any questions about this Privacy Policy, You can contact us:

Local: 506-462-9300

Toll-Free: 1-888-992-4646