AXIS REWARDS TERMS AND CONDITIONS

- I. To be eligible to become a Member (each, a "Member") in the Axis Rewards ("AXIS") Program (the "Program") at Shorelines Casino Belleville, Shorelines Casino Peterborough, Shorelines Casino Thousand Islands and Shorelines Slots at Kawartha Downs (each a "Site", collectively the "Sites"), a patron must: (i) be 19 years of age or older; (ii) be a resident of Canada or the United States of America; (iii) not be inactive, self-excluded, archived or trespassed; and (iv) not be an officer, director or employee of Great Canadian Gaming Corporation ("GCGC") or the Alcohol and Gaming Commission of Ontario ("AGCO") or an employee of an Ontario Lottery and Gaming Corporation ("OLG") operator, service provider or any other designate operating lottery schemes on OLG's behalf, or any affiliate thereof (all as determined by OLG in its sole discretion). There is no fee payable to obtain membership in the Program. To participate in the Program, a Member must comply with these AXIS Terms and Conditions ("Terms"), which form an agreement between the Member and GCGC and are intended to be legally binding.
- 2 There are two (2) types of Points (each, a "Point" and collectively, the "Points") that can be earned in relation to the Program, as follows:
 - a. <u>Free Play Points</u>: Free Play Points (each, a "**Free Play Point**" and collectively, the "**Free Play Points**") are accumulated through qualifying recorded slot play at any Site listed above in Section 1. To record slot play, a Member must properly insert his/her valid AXIS Card (the "**Card**") into the slot machine for the entire duration of slot play that the Member wants recorded. Free Play Points will be awarded at a rate determined by GCGC in its sole discretion, as follows:

Slot Play Activity Recorded with Card	Free Play Point Accumulation at Blue Membership Level	Free Play Point Accumulation at Silver Membership Level	Free Play Point Accumulation at Gold Membership Level
Every \$1 in Reel Slots	1 Free Play Point	1.05 Free Play Points	1.10 Free Play Points
Every \$2 in Video Poker	1 Free Play Point	1.05 Free Play Points	1.10 Free Play Points

Once earned in accordance with these Terms, Free Play Points properly accumulated by a Member in accordance with these Terms can be redeemed for a Free Play Reward or Free Play Rewards (each, a "Free Play Reward" and collectively, the "Free Play Rewards") pursuant to these Terms. Except as otherwise noted in these Terms, Free Play Points earned through qualifying recorded slot play do not expire. See Section 5 for details on redeeming Free Play Points.

b. <u>Tier Points</u>: Tier Points (each, a "**Tier Point**" and collectively, the "**Tier Points**") are accumulated through qualifying recorded slot play at any Site listed above in Section 1. To record play, a Member must properly insert his/her valid Card into the slot machine for the entire duration of slot play that the Member wants recorded. Tier Points will be awarded at a rate determined by GCGC in its sole discretion, as follows:

Slot Play Activity Recorded with Card	Tier Point Accumulation at Blue, Silver and Gold Membership Level
Every \$1 in Reel Slots	1 Tier Point
Every \$2 in Video Poker	1 Tier Points

Tier Points have no redemption value. Instead, Tier Points are used only to determine a Member's membership level in the Program, as follows:

Number of Tier Points accumulated by the Member	Membership Level
annually between September 1 – August 31 (each, a "Tier	
Year"):	
0 to 4,999 Tier Points	Blue Membership Level
5,000 to 49,999 Tier Points	Silver Membership Level
50,000 to 199,999 Tier Points	Gold Membership Level
200,000 + Tier Points	Prive Membership Level

Membership Level is based on the number of Tier Points collected in the previous year of play (Sept 1 – Aug 31). A Member's Tier Points will automatically be reset to Zero (0) at the beginning of the next applicable Tier Year. Membership Level will be based on the previous 12 months of qualifying recorded slot and table play.

- 3. Program offers and benefits may be awarded for all rated slot and table games play. It is the responsibility of the member to present his/her AXIS card, for tracking before placing wagers at tables and to properly insert the AXIS card into the slot reader and verify its acceptance throughout the duration of slot machine play. OGELP is not responsible for lost rating, points or comps due to an improperly read AXIS card.
- 4. A Member with multiple Cards can insert his/her Cards at multiple slot machines if playing more than one spot, at the discretion of the staff at a Site. The maximum number of Cards that a single Member can have simultaneously inserted into different slot machines is limited to three (3) Cards. It is the Member's responsibility to ensure that the Card is properly inserted into the slot machine and accepted for play. A Member's Card can only be used by the named Card holder and may not be placed in card readers or otherwise used by any other individual or entity.
- 5. Points will automatically be tracked and allocated to each Member's account by GCGC in accordance with its official records. Points have no value outside of this Program. Points cannot be assigned, exchanged, traded, bartered, purchased, given by gift or otherwise sold. Any

Points so acquired are void. Without limiting the generality of the foregoing, GCGC may, at its sole discretion, agree to transfer Free Play Points to the Card of the surviving spouse of a deceased Member (provided such spouse is or becomes a Member of the Program in accordance with these Terms). The accumulation of Points does not entitle the Member to any vested rights, and GCGC does not guarantee in any way the continued availability of, any Free Play Reward or any other benefit. All Points are subject to verification at any time and for any reason. GCGC reserves the right, in its sole discretion, to invalidate any Points that GCGC deems to have been awarded in error, or as the result of any fraudulent activity, or any activity not in keeping with the letter and/or spirit of these Terms, as interpreted by GCGC in its sole discretion. Any Points that cannot be verified to the complete satisfaction of GCGC are subject to disqualification. GCGC, the AGCO, GCGC's advertising, promotion and management agencies, OLG, and each of their respective parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies (collectively, its "Representatives") and any entity involved in the development, production, administration, or fulfillment of the Program, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") will not be liable for, and accept no liability whatsoever in relation to, the failure of any Points to be captured or recorded for any reason. Any Points accumulated through misuse of the Card, abuse or fraud (all as determined by GCGC in its sole discretion) will be forfeited. All determinations regarding whether or not a Member is eligible to earn Points in accordance with these Terms will be made by GCGC in its sole discretion.

- As noted in Section 2, Free Play Points may be redeemed by a Member for a Free Play Reward or Free Play Rewards in accordance with the Free Play Points redemption schedule currently in force and available at the AXIS desk at a Site. Each Free Play Reward will be associated with a specified number of Free Play Points. To be eligible to redeem a Free Play Reward, the Member must have (at a minimum) the specified number of Free Play Points associated with the applicable Free Play Reward. All Free Play Rewards are subject to availability at the time of the redemption request. GCGC may, in its sole discretion, cease to offer any Free Play Rewards, and may, in its sole discretion, substitute a similar Free Play Reward of equivalent or greater value for any reason. The Free Play Point value associated with each Free Play Reward shall be set by GCGC, in its sole discretion, and is subject to change without notice. The Released Parties are not responsible for, and accept no liability whatsoever in relation to, incorrect Free Play Point values displayed in relation to the redemption schedule or elsewhere. After a Free Play Reward is redeemed by a Member, the specified number of Free Play Points will automatically be debited from the Member's account. Free Play Points may not be redeemed by any person other than the Member associated with the Free Play Points. From time to time, GCGC may advertise or offer exclusive offers to select Members to redeem Free Play Points for items other than a Free Play Reward, or receive other benefits (including, but not limited to, complimentaries).
- 7. There are Complimentaries (each, a "Comp" and collectively, the "Comps") that can be earned in relation to the Program, as follows:
 - a. Comps: Comps are accumulated through qualifying recorded slot play and table games play at any Site listed above in Section 1. To record slot play or table games play, a Member must properly insert into the slot machine or present at a table game his/her valid AXIS Card (the "Card") for the entire duration of slot or table game play that the Member wants recorded. Comps will be awarded at a rate determined by GCGC in its sole discretion using a combination of data driven attributes.

Once earned in accordance with these Terms, Comps properly accumulated by a Member in accordance with these Terms can be redeemed for a Dining Reward or Dining Rewards (each, a "Dining Reward" and collectively, the "Dining Rewards") at participating restaurants pursuant to these Terms. Except as otherwise noted in these Terms, available Comp value is determined by data driven attributes over the previous rolling 90 days. At Shorelines Casino Belleville, Shorelines Casino Thousand Islands, and Shorelines Casino Peterborough dining Rewards may be applied towards the purchase for food and alcohol of equal monetary value to the listed retail value of the purchase. Cannot be used for gratuities. At Shorelines Casino Kawartha Downs - Dining Rewards may be applied towards the purchase for food only of equal monetary value to the listed retail value of the purchase only. Cannot be applied to purchase of alcohol. Cannot be used for gratuities.

Discretionary Comps may be awarded at the discretion of GCGC. The amount of discretionary Comps issued is determined at the discretion of the issuer using a combination of data driven attributes (defined below):

- Player tier level
- Average earned comp per trip
- Available comp value
- Rolling 12-month coin in and
- Rolling 12-month visit count
- Comps will automatically be tracked and allocated to each Member's account by GCGC in accordance with its official records. Comps have no value outside of this Program. Comps cannot be assigned, exchanged, traded, bartered, purchased, given by gift or otherwise sold. Any Comps so acquired are void. The accumulation of Comps does not entitle the Member to any vested rights, and GCGC does not guarantee in any way the continued availability of, any Dining Reward or any other benefit. All Comps are subject to verification at any time and for any reason. GCGC reserves the right, in its sole discretion, to invalidate any Comps that GCGC deems to have been awarded in error, or as the result of any fraudulent activity, or any activity not in keeping with the letter and/or spirit of these Terms, as interpreted by GCGC in its sole discretion. Any Comps that cannot be verified to the complete satisfaction of GCGC are subject to disqualification. The Released Parties will not be liable for, and accept no liability whatsoever in relation to, the failure of any Comps to be captured or recorded for any reason. Any Comps accumulated through misuse of the Card, abuse or fraud (all as determined by GCGC in its sole discretion) will be forfeited. All determinations regarding whether or not a Member is eligible to earn Comps in accordance with these Terms will be made by GCGC in its sole discretion.
- 9. As noted in Section 6, Comps may be redeemed by a Member for a Dining Reward or Dining Rewards at a rate determined by GCGC in its sole discretion using a combination of data driven attributes. Each Dining Reward will be associated with a specified Comp value. To be eligible to redeem a Dining Reward, the Member must have (at a minimum) the specified Comp value associated with the applicable Dining

Reward. All Dining Rewards are subject to availability at the time of the redemption request. GCGC may, in its sole discretion, cease to offer any Dining Rewards, and may, in its sole discretion, substitute a similar reward of equivalent or greater value for any reason. The Comp value associated with each Dining Reward shall be set by GCGC, on behalf of itself and its Representatives, in its sole discretion, and is subject to change without notice. The Released Parties are not responsible for, and accept no liability whatsoever in relation to, incorrect Comp values displayed. After a Dining Reward is redeemed by a Member, the specified number of Comps will automatically be debited from the Member's account. Comps may not be redeemed by any person other than the Member associated with the Comps. From time to time, GCGC may advertise or offer exclusive offers to select Members to redeem Comps for items other than a Dining Reward, or receive other benefits.

- 10. If a Member has no recorded play activity for eighteen (18) consecutive calendar months, the Member's account in the Program will be deemed to be 'inactive' and all accumulated Points / comps will be terminated, at the sole discretion of GCGC, on behalf of itself and its Representatives,. A Member's account will be returned to active status upon a Member using his/her rewards card at a qualified slot machine or table game. Once a Member's account is inactive, GCGC will continue to maintain personal information, on behalf of itself and its Representatives, for a minimum of thirty-six (36) months for those purposes set out in Section 21 to facilitate account reactivation and in accordance with OLG's Corporate Classification Scheme and Retention Schedule. Inactive accounts may be sent marketing/promotional/research communication in accordance with the Member's consent recorded in their account for receiving such materials. Once a Member's account is Inactive, GCGC, on behalf of itself and its Representatives, will continue to maintain personal information in accordance with OLG's Corporate Classification Scheme and Retention Schedule.
- 11. Members are eligible to receive discounts on qualified food & beverage at participating restaurants at Shorelines Casino Thousand Islands, Shorelines Casinos Belleville and Shorelines Casino Peterborough as defined below:

Membership Level	Discount
Blue Membership Level	10% off
Silver Membership Level	15% off
Gold Membership Level	20% off
Prive Membership Level	20% off

Discounts may not be combined with special offers and may not be used towards the purchase of alcohol. Discounts are not available at Shorelines Slots at Kawartha Downs.

- By joining the Program, Members are eligible to use the My PlaySmart program tool while playing electronic games (other than peer to peer poker) with their Card. The terms and conditions of the My PlaySmart program tool, which form an agreement between Member and GCGC and OLG and are intended to be legally binding are set out at www.playsmart.ca and are also available at the Shorelines Casino Belleville Guest Services desk. By using the My PlaySmart program tool, Members accept and agree to these terms and conditions as they may be amended from time to time.
- 13. Valid government-issued photo identification must be presented to join the Program. A valid Card and a valid government-issued identification must be presented (and, if applicable, a Personal Identification Number may be required to be entered) to make a transaction pursuant to the Program. Valid government-issued identification must be presented and/or verbal verification must be completed to obtain a replacement Card.
- 14. GCGC, on behalf of itself and its Representatives, reserves the right, in its sole discretion, to deny any application for Program membership. At the sole discretion of GCGC, a Member's membership in the Program may be revoked or cancelled at any time. In such circumstances, any accumulated Points will be forfeited in their entirety. A member's Card must be returned at the time of revocation or cancellation of membership in the Program.
- 15. Neither GCGC nor any of its Representatives makes any representations or warranties, express or implied, with regard to the Card, including any warranty of merchantability, fitness for a particular purpose title, non-infringement or that the Card will always be accepted. The Released Parties shall not be liable for any loss or damage, however caused, that is suffered by any person as a result of the use or misuse of a Card. In the event GCGC is found liable, the Member shall only be entitled to recover actual and direct damages, not to exceed in the aggregate the monetary equivalent value of the last Free Play Points balance on the Member's Card. The Released Parties shall have no liability for any incidental, indirect or consequential damages arising of or in any way connected with the Program, even if any Released Party has been advised of the possibility of such damages.
- 16. Each Member who qualifies for the Program is entitled to only one (1) unique Card number, which is issued upon enrolment in the Program. GCGC may limit the number of Cards or replacement Cards issued to any Member. All Cards are at all times the property of GCGC or its Representatives, but for greater certainty are not the property of the Member.
- 17. Each member may use only one (1) unique email address for the purposes of their AXIS account. For greater clarity, Members may not share an identical email address with any other Member.
- 18. The Released Parties are not responsible for lost, stolen or destroyed Cards. Lost, stolen or destroyed Cards must be reported to an AXIS representative at a Site. GCGC, in its sole discretion, may or may not replace lost, stolen or destroyed Cards.
- 19. GCGC, on behalf of itself and its Representatives, reserves the right, in its sole discretion subject only to applicable law, to modify all or a portion of these Terms at any time without further notice and without incurring any liability or obligation. A Member's continued access to and/or use of the Program after any such changes constitutes his/her acceptance of, and agreement to be legally bound by, these Terms as revised. It is each Member's sole responsibility to regularly check to determine if there have been any changes to these Terms and to review

such changes.

- 20. Subject only to applicable law, a Member's account (and therefore his/her ability to participate in the Program) may be terminated at any time and without notice by GCGC if the Member has been deemed by GCGC, in its sole discretion, to: (i) violate these Terms; (ii) provide false or fictitious information to GCGC; (iii) misuse or abuse (or attempt to misuse or abuse) the Program and/or Member privileges; (iv) commit (or attempt to commit) fraud; and/or (v) take any other action or actions deemed by GCGC to be contrary to the Program, the letter and/or spirit of these Terms, or the interests of other Members. If a Member's permission to participate in the Program is terminated for any reason, including by GCGC, the agreement formed by the Member's acceptance of these Terms will nevertheless continue to apply and be binding upon the Member in respect of the Member's prior participation in the Program and anything relating to or arising from such participation. Upon termination, all Points associated with the Member's account will be forfeited (subject only to applicable law). If a Member is dissatisfied with the Program for any reason, then his/her sole and exclusive remedy is to redeem any existing Points in accordance with these Terms and discontinue participating in the Program.
- 21. EACH MEMBER IS SOLELY RESPONSIBLE FOR ALL ACTIONS THAT TAKE PLACE UNDER HIS/HER CARD (WHETHER OR NOT SUCH ACTIONS TAKE PLACE WITH OR WITHOUT THE MEMBER'S KNOWLEDGE OR CONSENT). EACH MEMBER IS SOLELY RESPONSIBLE FOR ENSURING THAT HIS/HER CARD AND PERSONAL IDENTIFICATION NUMBER ARE KEPT SECURE AT ALL TIMES.
- 22. GCGC, on behalf of itself and its Representatives, reserves the right, in its sole discretion, to require proof (in a form acceptable to GCGC) for any reason GCGC deems necessary, in its sole discretion, for the purposes of administering this Program in accordance with the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of GCGC within the timeline specified by GCGC may result in disqualification from the Program. If it is discovered by GCGC (using any evidence or other information made available to or otherwise discovered by GCGC) that any Member (or any person purporting to be a Member) has attempted to use multiple names, identities and/or any other means not expressly sanctioned by these Terms to participate in or disrupt this Program, then he/she may be disqualified from the Program in the sole discretion of GCGC.
- 23. The Released Parties assume no liability whatsoever in relation to this Program. The Released Parties are not responsible for: (i) any late, lost, misdirected, delayed, incomplete, incompatible or misdirected information (all of which is void); (ii) any failure(s), malfunction(s) or other problem(s) of any nature whatsoever; (iii) the failure of any information to be received, captured or recorded for any reason whatsoever; and/or (iv) any combination of the above, all as determined by GCGC in its sole discretion.
- 24. By participating in this Program, each Member: (i) confirms compliance with these Terms; and (ii) releases the Released Parties from any and all liability in connection with this Program, the Member's participation herein and/or the awarding and use/misuse of a Free Play Reward or any portion thereof.
- 25. GCGC, on behalf of itself and its Representatives, reserves the right, in its sole discretion, to withdraw, suspend or amend this Program in any way, or to amend these Terms in any way, without prior notice or obligation, in the event of: (i) any cause beyond the reasonable control of GCGC that interferes with the proper conduct of this Program as contemplated by these Terms, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever; (ii) any accident, printing, administrative, or other error of any kind; (iii) for making changes or alterations to these Terms relating to the accommodation of participants in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005;* and/or (iv) for any other reason that GCGC deems necessary, in its sole discretion, to ensure that this Program is conducted in accordance with the letter and spirit of these Terms. Any attempt to undermine the legitimate operation of this Program in any way (as determined by GCGC or its Representatives in their sole discretion) may be a violation of criminal and civil laws and should such an attempt be made, GCGC, on behalf of itself and its Representatives, reserves the right to seek remedies and damages to the fullest extent permitted by law.
- 26. GCGC, on behalf of itself and its Representatives, reserves the right, in its sole discretion, to take whatever measures or actions it deems necessary to help ensure that the Program is administered in accordance with the letter and spirit of these Terms. ANY INDIVIDUAL DEEMED BY GCGC AT ANY TIME TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON WHATSOEVER IS SUBJECT TO DISQUALIFICATION IN THE SOLE DISCRETION OF GCGC.
- 27. Shorelines Casinos collects your personal information for use by Shorelines and the Ontario Lottery and Gaming Corporation ("OLG").

Your personal information is collected by Shorelines and shared with OLG pursuant to section 3 of the *Ontario Lottery and Gaming Corporation Act*, 1999 (OLGCA) and will be used for the following principal purposes:

develop, provide for, undertake, organize and conduct and manage lottery schemes and gaming in the province of Ontario, including administering Responsible Gaming programs by using your information in aggregate form or in a manner that does not identify you and for meeting legal requirements.

Shorelines Casino, and its third party vendors and OLG may also use your personal information for the following purposes:

- administering the Axis Rewards Program and to contact you for customer service;
- administering Shorelines Casinos' contests, offers, promotions, events, news and surveys where you have
 opted-in, and gaming research and statistical purposes by using your information in aggregate form or in a
 manner that does not identify you;
- Perform statistical analysis to monitor and evaluate the effectiveness of the program, our services, marketing campaigns, and to provide personalized promotional materials to you;
- monitor metrics such as number of visits, gaming activities and demographic patterns in order to improve our offerings and services;
- sharing the information with third parties including police services for investigation or audit purposes;
 for integrity, security, compliance and risk management of games and gaming operations;

- facilitating enrolment in other services provided by Shorelines Casinos that may be of interest to you; and
- otherwise as permitted by the Freedom of Information and Protection of Privacy Act (FIPPA)
 or as required by law.

By providing your personal information, you consent to the use of your personal information for the purposes described above.

Personal information is retained by Shorelines Casinos, by OLG and by our respective vendor(s) who perform services on our behalf. In these instances we only disclose information required to perform those services. In such cases we will enter into contractual agreements to protect the security and confidentiality of your personal information. Personal Information may be stored outside of Canada and is subject to the laws and lawful disclosure requirements in the recipient jurisdictions.

If you have questions or concerns related to our collection of your personal information by Shorelines, compliance with this Privacy Notice or the handling of your personal information, please see our Privacy Policy at shorelinescasinos.com/privacy-policy/ or contact our Privacy Officer at: (604) 303-1000, or by mail at: Privacy Officer, Great Canadian Gaming Corporation, 95 Schooner Street, Coquitlam, BC V3K 7A8. For overall questions relating to the OLG's use of your personal information collected hereunder, please call the OLG Support Centre TOLL FREE at 1-800-387-0098

If you wish to cancel your enrollment, please contact Guest Services at a Shorelines Casinos property offering the AXIS Rewards program.

- 28. In order to be eligible to receive exclusive benefits, promotions, bonuses, special events, event invitations, complimentaries, newsletters and membership information, Members are responsible for notifying an AXIS representative at any Site of any name, address, phone number, e-mail and/or consent changes.
 - If you have elected to opt out of receiving Electronic Communications and Direct Mail you will still have access to the benefits and rewards of our program by utilizing your AXIS Rewards card while on the property. You will not receive additional offers and rewards via Electronic Communications and Direct Mail if you opt out. You may opt out of receiving Electronic Communications and / or Direct Mail at any time by visiting our Guest Services department at a participating Shorelines property.
- 29. In determining whether a Member is entitled to redeem Free Play Points, GCGC is entitled to review and rely upon, and the Member is bound by, the information recorded in GCGC's computer database(s). No Free Play Points shall be redeemed, and no discretionary complimentaries shall be issued, unless the Free Play Points and personal information is validated by GCGC using the validation procedure of the GCGC computer system.
- 30. GCGC, on behalf of itself and its Representatives, reserves the right, in its sole discretion, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Terms, to the extent necessary, for purposes of verifying compliance by any Member or other information with these Terms, or as a result of any problems, or in light of any other circumstances which, in the opinion of GCGC, in its sole discretion, affect the proper administration of the Program as contemplated in these Terms, or for any other reason.
- 31. In the event of any discrepancy or inconsistency between the terms and conditions of these Terms and disclosures or other statements contained in any Program-related materials and/or any instructions or interpretations of these Terms given by any representative of GCGC, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.
- 32. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. Where applicable, the Released Parties are intended third party beneficiaries of this agreement.
- 33. This Program is subject to all applicable federal, provincial and municipal laws. Void where prohibited or restricted by law. The decisions of GCGC with respect to all aspects of this Program are final and binding on all Members without right of appeal.
- 34. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of Members, GCGC or any of the other the Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Program.
- 35. Any waiver by any Released Party of the strict observance, performance or compliance by a Member with any of the Terms contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of GCGC as a result of any other failure to observe, perform or comply with these Terms. No delay or omission by any Released Party in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.
- 36. These Terms supersede all previously existing AXIS Rewards (AXIS) terms and conditions. To the fullest extent permitted by applicable law, all benefits conferred by the previous AXIS program will no longer be honoured under any such previous program. The Program will not be honoured at OLG Slots and Casinos. By agreeing to participate in the Program, all Members agree to comply with and be legally bound by these Terms and any amendments thereto and any successor or replacement terms. These Terms are applicable to the AXIS Program only,

which is discrete and not intended to be run in conjunction with any other GCGC loyalty program or terms and conditions of other GCGC loyalty programs. For greater certainty, related programs that use the Cards (such as the My PlaySmart Program) are governed by their own terms and conditions separate and apart from these.

Patrons with self-excluded or trespassed status as determined by GCGC and OLG will not be eligible to participate in any Shorelines Casinos promotions. Any self-excluded person detected at a gaming property will be removed and trespassed.

See an AXIS representative for further details.