

SCHEDULE A

BACKGROUND AND RELEVANT FACTS:

The claimant seeks judgment against the defendant in the amount of \$10.00 for its failure to payout a winning lottery ticket.

The claimant provided two packages of documents, which were marked Exhibits 1 and 2.

The claimant testified that he purchased a lottery scratch ticket from an authorized retail agent of the defendant in August or September of 2020 and was entitled to a \$10.00 prize with said ticket. The claimant viewed a CTV News report on November 19, 2020, informing him that, pursuant to a new Public Health Order related to the COVID-19 pandemic, lottery products were deemed non-essential and lottery terminals were suspended throughout the province. The claimant understood from the reporting that all lottery players were asked to store their smaller winning tickets until such time as public health restrictions were lifted and the winning ticket could be redeemed at an authorized retail agent.

The public health restrictions were lifted on January 23, 2021. The claimant attended an authorized retail agent on February 23, 2021 to redeem his ticket, but redemption was rejected. The claimant was instructed to mail in his ticket for redemption, which he did on or about February 25, 2021. The claimant was informed in June, 2021, that the ticket had expired on December 31, 2020 and was not eligible for the \$10.00 prize.

The claimant was asked, on cross-examination, whether he was aware of an expiry date at the time he purchased the ticket. He replied that he was not aware until some time after his attempt to claim his prize in February 2021. He was also asked, on cross-examination, whether he understood the defendant's news release to mean that any ticket expiry date was being extended. The claimant agreed that it did not. He was also asked, on cross-examination, whether he had attempted to redeem his ticket at any time before December 31, 2020. He replied that he had not, as he relied on the CTV News reporting, and simply held on to his ticket until the public health restrictions were lifted.

The claimant argued that the contents of the defendant's media release was vague, and in particular, the phrase "...players are recommended to store their smaller winning tickets if possible until such time as redemption at retail is again available.". The claimant argued that statement could be interpreted in another way, but offered no alternate interpretations.

The defendant provided a book of exhibits, marked as Exhibit 3.

The defendant witness, Kevin van Egdóm, testified upon the purchase of any lottery ticket, all players enter into a contract with the defendant and are subject to the Rules and Regulations Respecting Lotteries and Gaming (see Exhibit 3, Tab 7). The witness referred to the subject ticket (copy at Exhibit 3, Tab 4) and added that the ticket referred to these rules on the back side. It also showed "Prizes must be claimed on or before December 31, 2020", which he indicates was commonly known as the expiry date.

The defendant witness was asked about the news media release relating to the public health order and the retail lottery terminal "shut down". The statement "...players are recommended to store their smaller winning tickets if possible until such time as redemption at retail is again available.". The witness added that meant players were asked to store their tickets, unless they had no place to store it, they were unwilling to wait to claim their prize or if the ticket was approaching its expiry date.

The defendant argued the claimant was bound by the terms of the contract, and that although he might wish so, the lottery suspension resulting from public health orders did

not alter the contract. The claimant relied on the CTV News reporting and did not check the defendant's website nor did he make any call to the defendant. The claimant, in fact, was not aware that his ticket had an expiry date. Lastly, the defendant argued that the claimant's lack of understanding of the contract is not a legally acceptable basis for refusing to abide by its terms. The claimant was contractually bound by the defendant's terms when he purchased the ticket.

CONCLUSION:

The claimant's evidence is that he purchased a lottery ticket in August or September of 2020, which entitled him to a \$10.00 prize. He was unable to claim the prize beginning November 19, 2020 until January 23, 2021. He testified he did not attempt to claim the prize between the time he purchased the ticket and November 19, 2020. He added that he did not attempt to claim his prize by mail at any time before the expiry of December 31, 2020. In addition, although restrictions were lifted January 23, 2021, the claimant did not attempt to claim his prize until February 23, 2021.

The claimant purchased a ticket, won a prize, however did not claim the prize prior to the suspension of lottery terminals. The claimant, being unaware of his ticket having an expiry date, relied on a CTV News reporting, where he understood that all lottery players were asked to store their smaller winning tickets until such time as public health restrictions were lifted and the winning ticket could be redeemed at an authorized retail agent.

I accept the defendant argument and find the claimant was bound by the terms of the contract. The lottery suspension resulting from public health orders did not alter the contract and the claimant's lack of understanding of the contract is not a legally acceptable basis for refusing to abide by its terms. The claimant was contractually bound by the defendant's terms when he purchased the ticket.

Based on the evidence before the Court, I conclude there is no merit to the claim against the defendant. The claimant's action must be dismissed. The parties are each to bear their own costs.