

TERMS AND CONDITIONS OF USE

This website (the "Site"), and any service provided by Caesars Entertainment Windsor Limited, operator of Caesars Windsor on behalf of the Ontario Lottery and Gaming Corporation ("Caesars Windsor") and/or its affiliates through the Site, including access to and use of the Supplier Business Opportunities System (as defined herein) are offered to "you", the user of the Site (a corporation, partnership, sole proprietor or other legal entity), subject to your acceptance, without modification, of these Terms and Conditions of Use. These Terms and Conditions of Use also apply to and bind the individual that accesses the Site and uses the services on your behalf (the "User"). By clicking on the "Accept" button below, by accessing or using this Site or the Supplier Business Opportunities System (as defined herein), you indicate your acceptance of these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, please click on the "Do Not Accept" button below.

1. DEFINED TERMS

In addition to the words and phrases defined within these Terms and Conditions of Use, the following capitalized words and phrases will have the following meanings:

"Caesars Windsor", includes, for the purpose of these Terms and Conditions of Use, Caesars Entertainment Windsor Limited, operator of Caesars Windsor on behalf of the Ontario Lottery and Gaming Corporation, and the Ontario Gaming Assets Corporation;

"Posted Competition" means any request for tender, proposal, quotation, information or any other request posted by Caesars Windsor through the Supplier Business Opportunities System;

"Site" includes, without limitation, the Supplier Business Opportunities System; and

"Supplier Business Opportunities System" means the electronic commerce system owned and operated by Caesars Windsor and hosted on the Site, which serves as the electronic tendering and quoting system to support the distribution of information pertaining to the procurement of goods and services for Caesars Windsor.

2. USE OF SITE

(i) Caesars Windsor grants you a limited, non-transferable license to use this Site for legitimate business purposes in accordance with these Terms and Conditions of Use. You may only use this Site to review information that Caesars Windsor makes freely available on the Site, to contact Caesars Windsor, or to access and use the Supplier Business Opportunities System and may not use this Site for any other purposes, including without limitation, to make any speculative, false or fraudulent submissions.

(ii) The Site may (but is not required to) provide you with the opportunity to view and submit information or requests with respect to Posted Competitions. You understand and agree that a Posted Competition is not an offer to enter into any contract of any kind whatsoever. A Posted Competition is not intended to create a bidding contract (often referred to as "Contract A").

(iii) You understand and agree that you are responsible for providing and maintaining your current delivery and invoicing address, your fax delivery number and/or your e-mail address (collectively, your "Contact Information"). You will immediately notify the purchasing department of Caesars Windsor, through the Site, or by mail, electronic mail or fax on your letterhead, of any change in your Contact Information.

3. OWNERSHIP

You understand and agree that Caesars Windsor owns or has been licensed by its third party providers or distributors to use, all right, title and interest in and to this Site, and each of its modules and the features or materials made available on or through the Site and all information, text, data, databases, graphics, images, sound recordings, audio

and visual clips, software, and other materials contained therein, together with the arrangement and compilation thereof (collectively, the "Content"). You acknowledge that the Content constitutes valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws and treaties of Canada, the United States and other countries, and that you acquire no ownership interest by accessing and using the Site and the Content. In addition, the trademarks, logos and service marks displayed on this Site (collectively, the "Trademarks") are registered and common law Trademarks of Caesars Windsor, its affiliates, and various third parties. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of Caesars Windsor, or such other party that may own any of the Trademarks.

This provision shall survive the termination of your right to use this Site.

4. RESTRICTIONS ON USE

(i) This Site and the Content may not be copied, reproduced, republished, used to create derivative works, uploaded, posted, transmitted or distributed without the written permission of Caesars Windsor, and/or its third party providers and distributors, except that you may disclose the materials presented on this Site to a third party for the purpose of having such third party assist you in evaluating a Posted Competition or in preparing a response to a Posted Competition. Except as expressly authorized by Caesars Windsor in writing, in no event shall you sell, resell, or exploit for any commercial purposes, all or any portion of the Content or the Site, or access to or use of the Content and the Site. You may not use any "robot," "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this Site, in any case without the prior written permission of Caesars Windsor. Caesars Windsor does not permit or authorize use of or access to this Site to collect, compile, harvest or obtain any information about others, including but not limited to its users' e-mail addresses, which are Caesars Windsor' confidential and proprietary information. You agree that you will not transmit or otherwise transfer any Web pages, data or content found on this Site to any other computer, server, Web site, or other medium for mass distribution or for use in any commercial enterprise. You agree that you will not alter any of the Content or use any device, software or routine to interfere or attempt to interfere with the proper working of this Site. You agree that you will not take any action that imposes a burden or load on our infrastructure that Caesars Windsor deems in its sole discretion to be unreasonable or disproportionate to the benefits Caesars Windsor obtains from your use of the Site.

(ii) Unauthorized use of this Site and/or the materials contained on this Site may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in any materials on this Site, and you must not alter, obscure or obliterate any of such notices. The use of such materials on any other Web site or in any environment of networked computers is prohibited.

(iii) You are hereby prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, fraudulent, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. You agree that while using or accessing this Site you will not post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or any other unsolicited commercial communication or message (commercial or otherwise), or engage in spamming or flooding. Unauthorized use of this Site in connection with the transmission of unsolicited e-mail, including the transmission of e-mail in violation of this policy, may result in civil and criminal actions against the sender and those assisting the sender, including those provided by applicable federal, provincial, local or state laws.

(iv) In addition, you are prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is protected by copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right, (c) contains a virus, trojan horse, worm, bug or other harmful item, or (d) is used to unlawfully collude against another person in restraint of trade or competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this Site.

(v) In connection with your access to and use of the Site and that of any person authorized by you to use the Site, you are responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions.

5. AUTHORITY, RESPONSIBILITY AND ELIGIBILITY

(i) In order to access and use the password protected portions of the Site and the Supplier Business Opportunities System, you must ensure that the User has the authority to bind you to these Terms and Conditions of Use. YOU AND THE USER HEREBY JOINTLY AND SEVERALLY REPRESENT, WARRANT AND COVENANT THAT: (a) THE USER HAS THE FULL AUTHORITY TO BIND YOU TO THESE TERMS AND CONDITIONS OF USE, and (b) THE USER IS OF SUFFICIENT LEGAL AGE TO USE THIS SITE AND TO CREATE BINDING LEGAL OBLIGATIONS FOR ANY LIABILITY YOU MAY INCUR AS A RESULT OF THE USE OF THIS SITE.

(ii) You are responsible for maintaining the confidentiality of any login or ID (your "User ID") and any password that you select or otherwise may be assigned to you by Caesars Windsor, and you are fully responsible for all access and any activity that occurs through use of your User ID or password. You agree to immediately notify Caesars Windsor of any unauthorized use of your User ID, or password or any other breach of Site security or of these Terms and Conditions of Use of which you become aware. You agree to accept responsibility for all activities that occur under your account or password. You understand that you are responsible (including financially) for all uses of this Site by you and those using your login information.

6. PRIVACY

(i) Caesars Windsor's personal information practices on this Site are governed by Caesars Windsor's [privacy policy](http://www.caesarswindsor.com/privacy.html) <http://www.caesarswindsor.com/privacy.html> . You hereby agree and acknowledge that you have read the privacy policy and agree that the terms of such policy are reasonable. You consent to the use of your personal information by Caesars Windsor and/or its third party providers and distributors in accordance with the terms of and for the purposes set forth in the Caesars Windsor privacy policy.

(ii) Caesars Windsor cannot and does not guarantee that any communications to or from this Site (including, without limitation, the communication of any confidential or proprietary information), or any electronic commerce conducted on or through the Site, is or will be totally secure.

(iii) Caesars Windsor will not use, sell, disclose, share or distribute your pricing or other information submitted through the Site to any third party, save that Caesars Windsor may disclose, share or distribute such information to the Ontario Lottery and Gaming Corporation, the Alcohol and Gaming Corporation of Ontario, parent companies, including Harrah's Entertainment, Inc., professional advisors, legal counsel, auditors, law enforcement or otherwise as may be required by law or court order.

7. LINKS

This Site may contain links or references to third party websites. These links are provided for your convenience only. No endorsement of any third party products, services or information is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to this Site. Any information, data, opinions, recommendation, products or services provided by such third parties through links to other websites or otherwise made available through their websites are solely those of such third parties and not of Caesars Windsor or its affiliates. Your use of such third party websites is subject to the terms and conditions of use and the privacy policies of such websites. You agree that you will bring no suit or claim against Caesars Windsor, or its third party providers or distributors, arising from or based on your use of, or the offer or purchase of products or services on or through, such other Web sites. Such links do not imply that: (a) Caesars Windsor is affiliated or associated with such linked sites; (b) Caesars Windsor is legally authorized to use any trademark, tradename, logo or copyright symbol displayed in connection with or accessible through such links; or (c) any linked site is authorized to use any trademark, trade name, logo or copyright symbol of Caesars Windsor.

8. EXCLUSION OF WARRANTY

CAESARS WINDSOR, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE THIRD PARTY PROVIDERS AND DISTRIBUTORS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THIS SITE AND/OR ANY CONTENT PROVIDED ON THIS SITE, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAESARS WINDSOR, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE THIRD PARTY PROVIDERS AND DISTRIBUTORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT FOUND ON THIS SITE AND SUCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. CAESARS WINDSOR MAKES NO PROMISE, COVENANT, REPRESENTATION, WARRANTY OR GUARANTEE THAT YOU OR ANY OTHER USER OF THE SITE WILL OBTAIN ANY PARTICULAR OR TANGIBLE RESULT OR GOAL THROUGH THE USE OF THE SITE OR THAT THE SITE OR ANY CONTENT OR SERVICES AVAILABLE ON OR THROUGH THE SITE OR CAESARS WINDSOR, WILL BE APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU MAY PUT THEM. NEITHER CAESARS WINDSOR NOR ANY THIRD PARTY PROVIDERS OR DISTRIBUTORS WARRANT THAT THIS SITE, ITS SERVERS, THE CONTENT, OR ANY E-MAIL SENT FROM CAESARS WINDSOR ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR FREE BASIS. THIS EXCLUSION OF WARRANTY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR RIGHT TO USE THIS SITE.

9. LIMITATION OF LIABILITY

(i) IN NO EVENT SHALL CAESARS WINDSOR, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE THIRD PARTY PROVIDERS AND DISTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR CLAIMS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, REVENUE, SAVINGS, OR DATA), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (a) ANY USE OF, OR RELIANCE ON, THIS SITE, CONTENT FOUND HEREIN OR PRODUCTS OR SERVICES ACCESSIBLE, ACCESSED OR USED ON OR THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, ACCESS TO AND USE OF THE SUPPLIER BUSINESS OPPORTUNITIES SYSTEM (b) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE, INCLUDING, WITHOUT LIMITATION, THE SUPPLIER BUSINESS OPPORTUNITIES SYSTEM) OR (c) THE PERFORMANCE OR NON PERFORMANCE BY CAESARS WINDSOR, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE THIRD PARTY PROVIDERS AND DISTRIBUTORS, INCLUDING, BUT NOT LIMITED TO, NON PERFORMANCE RESULTING FROM BANKRUPTCY, REORGANIZATION, INSOLVENCY, DISSOLUTION OR LIQUIDATION EVEN IF SUCH PARTY HAS BEEN ADVISED, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

(ii) CAESARS WINDSOR ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THIS SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITE. YOU ACKNOWLEDGE THAT YOU WILL BE FULLY LIABLE FOR ALL DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THIS SITE.

(iii) IN ITS SOLE DISCRETION, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO CAESARS WINDSOR AND WITHOUT ANY LIABILITY WHATSOEVER, CAESARS WINDSOR AT ANY TIME AND WITHOUT NOTICE MAY TERMINATE OR RESTRICT YOUR ACCESS TO ANY COMPONENT OF THIS SITE.

THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR RIGHT TO USE THIS SITE.

10. INDEMNIFICATION

(i) You shall defend and indemnify Caesars Windsor, its affiliates and parent companies, and its and their third party providers and distributors, and their respective officers, directors, employees and agents (the "Indemnified Parties") from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this Site.

(ii) You further agree to indemnify, defend and hold the Indemnified Parties harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), made by any third party due to or arising out of content, data or information you submit, post to or transmit through the Site, your access to and use of the Content, the Site, the Supplier Business Opportunities System and other materials, products and services available on or through the Site and/or Caesars Windsor, your violation of these Terms and Conditions of Use or your violation of any rights of another party.

This provision shall survive the termination of your right to use this site.

11. RELATIONSHIP

The relationship between Caesars Windsor and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

12. GOVERNING LAW

These Terms and Conditions of Use and its performance shall be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of laws provisions. You consent and submit to the exclusive jurisdiction of the courts located in the province of Ontario in all questions and controversies arising out of your use of this Site, the Content, and these Terms and Conditions of Use. You and Caesars Windsor each expressly waive any claim that venue is improper for any reason in these courts. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of this Site must be brought within two (2) years from the date on which such claim or action arose or accrued.

13. LEGAL FEES

If Caesars Windsor or its affiliates take any action to enforce these Terms and Conditions of Use, such parties will be entitled to recover from you, and you agree to pay, all reasonable and necessary legal fees and costs, including any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

14. INJUNCTIVE RELIEF

You acknowledge that a violation or attempted violation of any of these Terms and Conditions of Use will cause such damage to Caesars Windsor as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Caesars Windsor shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, as well as recover from you any and all costs and expenses sustained or incurred by Caesars Windsor in obtaining such an injunction, including, without limitation, reasonable legal fees. You agree that no bond or other security shall be required in connection with such injunction.

15. TERMINATION

Caesars Windsor may terminate these Terms and Conditions of Use and/or withdraw, discontinue, amend, revised and/or alter any or all of the Site at any time for any reason, including any improper use of this Site, the Supplier Business Opportunities System or your failure to comply with the terms and conditions of these Terms and Conditions of Use. Such termination shall not affect any right to relief to which Caesars Windsor and its third party providers and distributors may be entitled, at law or in equity. Upon termination of these Terms and Conditions of

Use and these terms and conditions, all rights granted to you will terminate and revert to Caesars Windsor and its third party providers or distributors, as applicable.

16. ASSIGNMENT

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

17. MODIFICATION

Caesars Windsor may update these Terms and Conditions of Use from time to time, and may amend it at any time to incorporate additional terms specific to additional features, materials, products, opportunities or services that Caesars Windsor may make available on or through the Site. All such updates and amendments are effective immediately upon notice thereof, which Caesars Windsor may give by any means, including, but not limited to, by posting a revised version of these Terms and Conditions of Use or other notice on the Site. You should view these Terms and Conditions of Use often to stay informed of changes that may affect you, as your continued use of the Site signifies your continuing consent to be bound by the terms of these Terms and Conditions of Use. Caesars Windsor expressly reserve the right to make any changes to these Terms and Conditions of Use, to the Site and its Content at any time without prior notice to you.

18. ADDITIONAL TERMS

Additional terms and conditions may apply to portions of this Site, and you agree to abide by any such other terms and conditions.

19. SEVERABILITY

These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

20. HEADINGS

The headings used in these Terms and Conditions of Use are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

21. ENTIRE AGREEMENT

These Terms and Conditions of Use and any additional terms of purchaser or other terms provided on the Site constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

22. LANGUAGE

The parties have required that these Terms and Conditions of Use and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.