

## Términos y Condiciones

Version 4 Terms and Conditions effective from 29th January 2024

THE FOLLOWING IS A LEGALLY BINDING AGREEMENT (THE "AGREEMENT") BETWEEN VANTAGE ENTERPRISES LIMITED HEREINAFTER THE 'COMPANY' 'we' 'our' or 'us', AND YOURSELF AS THE USER, HEREINAFTER REFERRED TO AS 'YOU' OR 'YOURS'. PLEASE READ CAREFULLY AND MAKE SURE YOU FULLY UNDERSTAND THE CONTENTS OF THIS AGREEMENT PRIOR TO THE USE OF THE WEBSITE AND/OR SERVICES. IF YOU HAVE ANY DOUBTS ABOUT ANY OF YOUR RIGHTS AND OBLIGATIONS RESULTING FROM ENTERING INTO THIS AGREEMENT, PLEASE CONSULT LEGAL COUNSEL.

BY CLICKING ON "SUBMIT" OR "I AGREE" (IF APPLICABLE) AND/OR BY USING THE WEBSITE AND/OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO BE BOUND BY THE TERMS OF THIS AGREEMENT WITHOUT ANY RESERVATIONS. THIS AGREEMENT SHALL ALSO APPLY TO ALL SERVICES PROVIDED TO YOU VIA MOBILE DEVICES, INCLUDING DOWNLOADABLE APPLICATIONS. ALL REFERENCE TO THE USE OF THE WEBSITE SHALL BE CONSTRUED AS REFERENCES TO THE USE OF OUR SERVICES PROVIDED FOR MOBILE DEVICES.

YOU ALSO AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO CONTRACTS, AND YOU WAIVE ANY RIGHTS OR REQUIREMENTS UNDER APPLICABLE LAWS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE.

THE TERMS AND CONDITIONS ARE PUBLISHED ON THE WEBSITE AND MAY BE CHANGED AT ANY TIME. THE NEW VERSION OF THESE TERMS AND CONDITIONS WILL TAKE EFFECT IMMEDIATELY UPON THE NEXT VISIT OR LOGIN ON THE WEBSITE. YOU WILL BE NOTIFIED IN ADVANCE FOR CHANGES TO THESE TERMS AND THE COMPANY MAY REQUIRE YOU TO RE-CONFIRM YOUR ACCEPTANCE TO THE UPDATED TERMS. YOUR ACCEPTANCE OF THE TERMS BY CLICKING A CHECKBOX (IF ONE IS MADE AVAILABLE TO YOU), OR YOUR CONTINUED USE OF THE WEBSITE AND/OR OUR SERVICES AFTER THE UPDATED VERSION OF THE TERMS BECOMES EFFECTIVE CONSTITUTES YOUR BINDING ACCEPTANCE OF THE UPDATED VERSION OF THE TERMS.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT CONTINUE USING THE WEBSITE AND/OR SERVICE/S.

### 1. Definitions:

1.1. In this Agreement, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:

1.1.1. "Agreement" means these terms and conditions which govern the contractual relationship between You and the Company (which may alternatively be referred to herein as "Terms" and/ or "Terms and Conditions");

1.1.2. "Bet" or "Wager" means a bet placed by You on the outcome of any of the Lottery Games or any other gaming products and services on the Website upon which We accept bets from Users (excluding bets on Sport Games);

1.1.3. "Betting Event" means the events the Company makes available to You and on which Bets may be placed, including but not limited to (i) draws of Underlying Lotteries and (ii) betting on the outcome of a sports event in accordance with the Sportsbetting Rules found in Clause 21 of these Terms ("Sportsbetting Rules").

1.1.4. "Caixa Econômica Federal" or "Caixa" means, the organisation that organises the official Brazilian

lottery Mega-Sena (herein Mega Sena) among others;

1.1.5. "Camelot UK Lotteries Limited" or "Camelot" means the organisation that organises the official UK lottery "Lotto" (hereinafter "UK National Lottery") among others.

1.1.6. "Card" refers to all types of cards with a function of "payment", "charge", "debit", "credit", "virtual" and/or similar.

1.1.7. "Company" means Vantage Enterprises Limited, a company incorporated under the laws of the Isle of Man, with company registration number 182624V and register at Second Floor, 14 Athol Street, Douglas, Isle of Man IM1 1JA and licensed by the Isle of Man Gambling Supervision Commission to undertake online gaming which trades under the name Lotto 247;

1.1.8. "Group Company/ies" means the Company, any holding company of the Company from time to time, and all direct or indirect subsidiaries of any such holding companies from time to time;

1.1.9. "Consideration" means the consideration to be paid to the Company in connection with the Services provided and the placement of a Game Bet (including, but not limited to, the price of the bet);

1.1.10. "Deutscher Lotto-und Totoblock" or "DLTB" means the German lotteries organisation that organises or co-organises the Lotto 6aus49 lottery in Germany and the EuroJackpot lottery;

1.1.11. "Française des Jeux" or "FDJ" means the French lotteries organisation that organises the official French lottery (herein France Loto) among others;

1.1.12. "Excluded Person" means any User: (a) located in: (i) United Kingdom, the United States of America, Australia, France, The Netherlands, The Dutch Caribbean (Curacao, Aruba, Bonaire, Saba, St. Eustatius, St. Martin) or any other jurisdiction in which they are not permitted to participate in remote gambling of the nature provided by us; and (ii) any additional jurisdiction from which We do not accept customers or Users from time to time; (b) who is on any Sanctions List, or is otherwise prohibited from participating in remote gambling of the nature provided under any economic sanctions laws, regulations, embargoes or restrictive measures imposed, administered, enacted or enforced by any Sanctions Authority (in each case, whether personally or by virtue of the jurisdiction in which they are located);/ FATF / Moneyval and/or (c) under the age of 18, and/or (d) a director or employee of the Company or the Insurer or any member of the Company's Group or the Insurer's Group or an immediate family member of, or a person living in the same household (whether or not related) as, any director or employee of the Company or the Insurer or any member of the Company's Group or the Insurer's Group;

1.1.13. "Force Majeure": refers to any occurrence or condition beyond one's reasonable control which leads to a delay or default in the performance of the affected party's contractual obligation and shall, for the purposes of hereof, include the failure of the Company's central computer system or any part thereof, delays, losses, errors or omissions resulting from failure of any telecommunications or any other data transmission system, any loss as a result of any acts of God, government restrictions or change in the applicable remote gaming regulations (including the denial or cancellation of any necessary license where such denial or cancellation is made through no fault of the affected party), wars, outbreak of hostilities, riots, civil disturbances, insurrections, acts of terrorism, fire, explosions, floods, theft, malicious damage, strikes, lockouts, pandemic and/or any other cause beyond the reasonable control of the party whose performance is affected;

1.1.14. "Hedged Winning Bet" means a Winning Bet (solely in respect of Lottery Games) which is either underwritten by an Insurer or hedged via a third party provider through the purchase of an Underlying Lottery ticket;

1.1.15. "Home Page" or "Play Page" means any page on the Website where a User can successfully place a Bet;

1.1.16. "Gaming Products and Services" means all and any gaming products and services offered by the Company on the Website.

1.1.17. "Intellectual Property" means all trademarks, service marks and trade names as well as images, graphics, text, copyright, database rights, moral rights, author's rights, design rights (whether capable of being registered or otherwise), concepts or methodologies found on the Website, the User Account and the material contained therein, also hereinafter referred to as 'Content', which are the exclusive property of the Company. The User may retrieve and display Content from the Website on a computer screen, strictly for Your Own personal, non-commercial use. All other usage is precluded unless Company's prior written consent is obtained;

1.1.18. "Insurer" means a risk management company and/ or insurer who manages or underwrites or arranges for the underwriting either alone, on a re-insured or on a syndicated basis any of the potential Winnings arising from any of the Game Bets placed by You and accepted by Us through any of the Company's Website/s;

1.1.19. "Insurer's Group" means the Insurer, any holding company of the Insurer from time to time, and all direct or indirect subsidiaries of any such holding companies from time to time;

1.1.20. "Loterías y Apuestas del Estado" or "LAE" means the Spanish lotteries organisation that organises or co-organises the Sorteo Extraordinario de Navidad, the Euromillones, the Bonoloto, the La Primitiva and the El Gordo de la Primitiva lotteries;

1.1.21. "Lottery Draw/s" or "Draw/s" means each official draw of the Lottery Games upon which we offer Bets;

1.1.22. "MUSL" means the Multi-State Lottery Association, which shared lotteries including the "Powerball" and "Mega Millions" lotteries in the U.S.;

1.1.23. "New South Wales Lotteries" or "NSWL" means the Australian lotteries organisation that organises or co-organises the the Oz Lotto and the Powerball (herein Oz Powerball);

1.1.24. "Lottery Games" means the lottery games on the Website.

1.1.25. "Underlying Lottery Operator" means in respect of each lottery game and draw, the official third-party lottery organizer that organizes and manages that lottery game and draw;

1.1.26. "Pay Out" means the amount, which the Company has to pay out or has already paid out in respect to an accepted Bet or Stake on a relevant Betting Event as would be verified by the Company;

1.1.27. "Powerball-Jackpot" means the aggregate amount payable by the MUSL or any (co-) organiser in respect of all Winning Tickets in Prize Category A in US dollars and in respect of the relevant draw of the US-lottery "Powerball", paid out in 30 growing annual amounts according to the official rules (i.e. with 4% p.a.), or, where no such Winning Tickets are announced, the amount that would have been payable by the MUSL or any (co-)organiser over 30 growing annual amounts (in case of the "annuity" option) had there been a Winning Ticket in Prize Category A in respect of the relevant draw.

1.1.28. "Prize" / "Prize Monies" / "Winnings" means an amount that can be won by the User arising from a Bet / Stake as the case may be, and which would be credited to the User's Account;

1.1.29. "Prize Category" means the categories of Classes (being either Category A or Category B or

Category C) in respect of the relevant Lottery Game;

1.1.30. "Prize Category A" means the highest "jackpot" prize category in relation to the applicable Lottery Game, as further described herein;

1.1.31. "Prize Category B" means those Classes in relation to the applicable Lottery Game described as such herein;

1.1.32. "Prize Category C" means those Classes in relation to the applicable Lottery Game described as such herein;

1.1.33. "RNG" means a random number generator used by the Company to provide Gaming Products and Services other than Lottery Games and Sports Games. The random number generator is compliant with the applicable regulatory model and standards;

1.1.34. "Relevant Age" means (a) over 18 years of age and (b) above the age at which gambling or gaming activities are legal under the law of the jurisdiction that applies to You;

1.1.35. "Sanctions Authority" means any or all of: (a) the United States government; (b) the United Nations; (c) the European Union; (d) the United Kingdom; and/or (e) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("OFAC"), the United States Department of State, the US Department of Commerce, the US Department of the Treasury, the United Nations Security Council and Her Majesty's Treasury ("HMT");

1.1.36. "Sanctions List" means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of sanctions designation made by, any of the Sanctions Authorities, in each case as the same may be amended, supplemented or substituted from time to time;

1.1.37. "Service/s" shall include all services, including betting or participating in the Gaming Products and Services and listed on the Website, and any related offers thereto, provided by the Company to the User through the Website;

1.1.38. "Sisal" means the Italian betting and gaming provider and organiser of the SuperEnaLotto (Italian national lottery game) in Italy;

1.1.39. "Sports Game(s)" means the sports games offered on the Website;

1.1.40. "Sports Betting Event" means betting on the outcome of a sports event on the Website in accordance with the Sportsbetting Rules;

1.1.41. "Sportsbetting Rules" means the rules pertaining to each Sports Game which the Company makes available to You, including but not limited to those listed in clause 21 below.

1.1.42. "Stake" means the sum of money You decide to bet in respect of a relevant Sportsbetting Event, including any service fees.

1.1.43. "Underlying Lottery" means the applicable operator's lottery, in respect of which We have arranged insurance from an Insurer in respect of Hedged Winning Bets;

1.1.44. "Underlying Lottery Jackpot" means the aggregate amount payable by the applicable Underlying Lottery Operator in respect of all Underlying Lottery Winning Tickets in Prize Category A of the relevant

draw of the applicable Underlying Lottery, as announced by the applicable Underlying Lottery Operator (or, where no such Underlying Lottery Winning Tickets is announced, the amount that would have been payable by the applicable Underlying Lottery Operator had there been an Underlying Lottery Winning Tickets in Prize Category A of the relevant draw of the Underlying Lottery, as determined by the Insurer);

1.1.45. "User" means any individual that expressly or impliedly accepts and agrees to this Agreement by opening a valid User Account and who places Bets and/or Stakes on Our Gaming Products and Services on Our Website from time to time;

1.1.46. "User Account" means a personal account opened via the Website by an individual, solely for the use of that individual for the purpose of using the Gaming Products and Services;

1.1.47. "Us/We/Ours" means the Company, and any subsidiaries, affiliates, directors, officers, employees, representatives, agents and contractors, and any other person acting for or on behalf of the Company (and, unless the context otherwise indicates, the use of "us/we/ours" shall have the same meaning);

1.1.48. "Website" means any website owned, operated or hosted by the Company (including, but not limited to, [www.lotto247.com](http://www.lotto247.com)) whereby the Company offers Gaming Products and Services, and any software or content that is used to access such website; and

1.1.49. "You/Your" means the User (and, unless the context otherwise indicates, the use of "You/Yours" shall have the same meaning).

1.2. By opening a User Account, use and reuse of such a User Account, participation in and using our Services, or acceptance of any Winnings, User represents, warrants and agrees to the following:

## **2. When these Terms and Conditions Apply**

2.1. These Terms and Conditions together with the [Privacy Policy form](#) a legally binding Agreement between You and the Company. By registering Your User Account, utilizing the Gaming Products and Services or by proceeding to access the Website, You are deemed to have accepted and understood them. You agree to be bound by the Terms and Conditions and You agree to the use of electronic communications in order to enter into contracts and, to the extent permitted by law, waive any applicable rights requiring signature by hand.

2.2. If You do not agree to these Terms and Conditions, then You should not access or use the Gaming Products and Services or the Website.

## **3. Your Use of Our Services:**

3.1. You hereby warrant and represent that:

3.1.1. You are an individual of the Relevant Age;

3.1.2. You do not violate any applicable law or regulation as a result of using the Services. If You reside or are present in any jurisdiction that prohibits using the Services, You shall not use the Services (kindly refer to clause 3.2 below).

3.1.3. it is Your responsibility to ensure that You comply with any and all laws applicable to You before registering or participating in any Service/s through the Website.

3.1.4. You do not use funds gained through criminal or illegal activities to use the Service/s;

3.1.5. You will register for a User Account for personal use and not for any commercial intentions and/or purposes;

3.1.6. You will not allow any other person or third party, including but not limited to any minor, to use or reuse Your account, accept any Winnings, or participate in the Services.

3.1.7. You shall not create multiple accounts. Multiple accounts with the same name, address or IP address shall be considered one and the same. If it is determined that multiple accounts have been created, the Company reserves the right to confiscate any Winnings credited thereto throughout the duration of the registered User Account(s).

3.1.8. You are not an Excluded Person.

3.1.9. You are solely responsible for the security of Your log in details including Your username and Your password. Should You inadvertently let someone know Your password You shall contact the Company immediately and change Your password.

3.1.10. You do not already have a User Account on the Website.

3.2 You are aware that the right to access and use the Website/s and any products there offered, may be considered illegal in certain countries. Consequently, You are responsible in determining whether You accessing and using our Website is compliant with the applicable laws in Your country and You warrant to us that gambling is not illegal in the territory where you reside. Moreover, You declare that You are not resident of the following countries: Algeria; Andhra Pradesh (India); Anguilla; Antigua and Barbuda; Armenia; Australia; Austria; Azerbaijan; Bahamas; Bahrain; Bangladesh; Belarus; Belgium; Belize; Bhutan; Bosnia and Herzegovina; British Indian Ocean Territory; British Virgin Islands; Brunei Darussalam; Bulgaria; Cayman Islands; Comoros; Cook Islands; Costa Rica; Croatia; Cuba; Cyprus; Czech Republic; Denmark; Dominica; Dominican Republic; Estonia; Falkland Islands (Malvinas); Fiji; France; French Polynesia; Gabon; Gambia, The; Georgia; Germany; Gibraltar; Greece; Guadeloupe; Guatemala; Guernsey; Guiana – French; Guinea-Bissau; Holy See (the); Hungary; Iceland; Iran; Iraq; Ireland; Italy; Jamaica; Jersey; Jordan; Lao People’s Democratic Republic; Latvia; Lebanon; Liberia; Liechtenstein; Lithuania; Luxembourg; Macao (China); Maldives; Malta; Marshall Islands; Martinique; Mauritania; Mauritius; Mongolia; Montenegro; Myanmar; Nepal; Netherlands; Netherlands Antilles; Nicaragua; Nigeria; Palau; Palestinian Territory; Panama; Papua New Guinea; Poland; Portugal; Réunion; Romania; Russia; Saint Barthélemy; Saint Helena; Saint Kitts and Nevis; Saint Martin (French part); Saint Vincent and the Grenadines; Saudi Arabia; Scotland; Seychelles; Singapore; Slovenia; Somalia; South Africa; Sudan; Swaziland; Sweden; Switzerland; Syria; Tajikistan; Tanzania; Tunisia; Turkey; Turkmenistan; Turks and Caicos Islands; Tuvalu; Uganda; United Kingdom; Uzbekistan; Vanuatu; Vietnam; Wales; Wallis and Futuna; Yemem.

If You breach this provision of the T&Cs, or should we have a reasonable ground to suspect that You have breached this provision, we reserve the right to not open, to suspend, or to close Your Account, or withhold the payment of Your winnings and apply such funds on account for any damages due by you.

3.3 Users are responsible for any unauthorized use of their User Accounts. If a third party places a Bet or Stake or is thought to have placed a Bet or Stake, said Bet or Stake shall be valid, whether or not the third party had the prior consent or knowledge of the User. Under no circumstances will any Bet or Stake be cancelled for that reason. The Company shall in no way be held responsible for any loss suffered due to the illicit use of a User’s password by a third person, of unauthorized access and /or for any transaction in which the name and password of a User was registered correctly. The User is advised to choose a strong and non-predictable password for security reasons and is responsible for ensuring that his password is kept as highly confidential as possible. If a User suspects that a third party may have its password or username, the User shall notify the Company immediately.

For the avoidance of doubt, it is hereby clarified that a person who is not entitled to use the Services – as well as any other person who substitutes such person – is also not entitled to any of the Winnings, and the

Company retains the right to close such User Account at any time and to cancel all the transactions pertaining to that User Account.

3.4 The Company accepts only one (1) User Account per User. The use of more than one (1) User Account per User is strictly forbidden. The Company retains the right to close a User's Account at any time and to cancel all the transactions pertaining to any User that has registered more than one account in his own name or under different names, if the Company has reasonable suspicion that the User has registered multiple accounts. It makes no difference whether the accounts have been used with or without the intention of defrauding or cheating, or otherwise.

3.5 The Website may have an area which allows You to "chat" with our support team and/or other players. When using any of these tools/areas, You agree not to post, transmit, send, upload, or otherwise publish through the Website, any materials that:

- a) interfere with anyone else's use of the Website;
- b) are abusive, illegal, indecent, obscene, offensive, or threatening in any way;
- c) encourage anyone to break the law;
- d) violate anyone's copyright or other property right;
- e) interfere with the privacy of any other user;
- f) contain a virus or any other harmful component; or
- g) contain false or misleading statements of fact or descriptions of the origin of the material or the communication.

Should You fail to comply with any provision of this mentioned above, the Company may terminate or suspend Your access to the Service immediately, without prior notice or liability.

## **4. Opening a User Account:**

4.1. To use the Services You will first need to open a User Account on the Website.

4.2. If You choose to open a User Account, You must complete an application for registration and provide at least the following information;

Your forename/s and surname

Date of birth

Residential address

Country of residence including state and Post Code

Email address

Mobile telephone number

("Personal Information")

4.3. You agree to provide all relevant Personal Information to us on opening the User Account and it is Your responsibility to ensure that Your Personal Information is kept up to date on the Website. You may update Your Personal Information as required from time to time by contacting our customer services at [hello@lotto247.com](mailto:hello@lotto247.com).

4.4. By agreeing to these Terms and Conditions You authorize us to undertake any such verification checks from time to time as may be required by third parties (including but not limited to, regulatory bodies) to confirm these facts ("ID Checks"). You agree that from time to time, upon our request, You may be required to provide additional details in respect of any information You have provided us, including in relation to any deposits which You have made to Your User Account.

4.5. Whilst we are undertaking any ID Checks from time to time, we may restrict You from withdrawing funds from Your User Account and/or prevent access to all or certain parts of the Website. Please note that we may from time to time perform the ID Checks for regulatory, security or other business reasons. If any

such restrictions cause You a problem, please contact our customer services at [hello@lotto247.com](mailto:hello@lotto247.com).

4.6. In accordance with our Privacy Policy, You accept that we may from time to time and at our sole discretion, utilize the services of third parties to validate the Personal Information. By accepting these Terms and Conditions You consent to the ID Checks being made by or with these third parties.

4.7. In certain circumstances we may have to contact You and ask You to provide further information to use directly in order to complete the ID Checks. For this purpose, we will be entitled, at our sole discretion, to require that You provide us with documentation certified or notarised in accordance with the applicable law of Your jurisdiction of residence. Such documentation may include photographic proof of identity such as passport or national identity card, proof of address, utility bills, bank details, bank statements and bank references. Until such information has been supplied to our satisfaction we may prevent any activity to be undertaken by You in relation to the User Account, or we may, where we reasonably believe that deliberately incorrect information has been provided by You, keep any amount deposited on Your User Account following the closure of Your User Account by us. You may also be required to answer one or more security questions, after which You will be sent a confirmation email. You may also be required to update the information or data or to provide additional items as part of ongoing efforts to prevent fraudulent activities.

4.8. It may be an offence for persons under the Relevant Age to make use of the Website or access the Services. If we are unable to confirm that You are of the Relevant Age, then we may suspend Your User Account until such time that we are able to confirm that You are of the Relevant Age. If You are subsequently proven to have been under the Relevant Age at the time You made any gambling or gaming transactions with us, then Your User Account will be closed in accordance with subparagraph 4.9.

4.9. Your User Account will be closed when You make use of the Website or access the Services under the Relevant Age and the following will apply :

4.9.1. all transactions made whilst You were under the Relevant Age will be made void, and all related funds deposited by You will be returned by the payment option used for the deposit of such funds, wherever applicable;

4.9.2. any deposits made whilst you are under the Relevant Age will be returned to You; and

4.9.3. any Winnings which You have accrued during such time when You were under the Relevant Age will be forfeited by You and may be deducted from the amount of any deposits made by You. You will return to us on demand such funds which may have withdrawn from Your User Account.

4.10. To comply with the terms of our licence and anti-money laundering legislation, at predetermined trigger points of activity on Your Account, or earlier at our sole discretion, we will request further documentation from you to verify Your Account.

4.11. In addition to promotional (bonus) funds or discounts, You may earn and receive promotional vouchers via participation in brand promotions or competitions. A voucher is a token to place a Bet / Stake on a pre-determined game without incurring the cost of that Bet / Stake. Vouchers are not transferable between User Accounts nor between games or other products. Customers can only participate and earn rewards in brand promotions when placing cash bets i.e. Customers cannot use promotional (bonus) funds, promotional vouchers, to earn rewards in brand promotions.

4.12. The Company will remove any unused promotional vouchers after 180 days from date of issue and reserves the right, at its sole discretion, to remove any unused vouchers or promotional credits at any time. The Company may, but is not obliged to, provide sufficient notice of the expiration or removal of vouchers and promotional (bonus) funds or discounts from any User Account.

4.13. The Company reserves the right to limit or refuse any activity and/or request made by You or through



Your User Account.

We recommend that You, as the cardholder, print out all electronic entry data, this Agreement, the rules of the Gaming Products and Services, and the payment methods used for safekeeping and recordkeeping purposes, in order to avoid and/or address any administrative errors and/or misunderstandings which may arise out of Your contractual relationship with Us.

4.14. You understand that You will receive electronic communications from the Company, posted on the Website and/or sent to You via e-mail. All such communications will be considered "in writing" and will be considered received by You within 24 hours from the time in which the notice was posted on the Website or sent to You via e-mail.

4.15. The Company wants to ensure that its Users gamble in a responsible manner, but it also acknowledges that gambling can be addictive to some and affect their lives negatively. Since We care for Our Users, and want online gaming to be an enjoyable experience, We offer various measures which can be taken by a User to gamble in a responsible manner.

4.16. The Website contains links to external entities and information which can help in case of addictive gambling. If You believe that You might be addicted to gambling, We strongly encourage You to seek help through [these areas](#) of Our Website.

4.17. By using the Services the User is acknowledging that by placing Bets / Stakes on the Website You are under the risk of losing all the money placed. It is the User's sole responsibility to assume the losses suffered through the User's Account;

## 5. Your User Account

5.1. If You wish to participate in the Services You are required to deposit money into Your User Account. By accepting these Terms and Conditions You warrant that You are the rightful owner of the money which You at any time deposit in Your User Account. Details of how to deposit funds can be found in the FAQ section of the Website.

5.2. If You use a payment option in respect of which You are not the account holder, we reserve the right to treat any deposit into Your User Account as being invalid (and any Winnings arising from such deposit as void) pending the satisfactory completion of all relevant ID Checks.

5.3. By depositing funds into Your User Account, You direct us, and We agree to hold them, along with any Winnings, for the sole and specific purpose of using them:

5.3.1. to participate in the Gaming Products and Services;

5.3.2. to settle any fees or charges that You might incur in connection with Your participation in the Gaming Products and Services. We shall be entitled to suspend or close Your User Account if we reasonably consider, or have reason to believe, that You are depositing funds without any intention to participate in the Gaming Products and Services. In such circumstances, we may also report this to the relevant authorities.

5.4. In accordance with the requirements of the Isle of Man Gambling Supervision Commission's regulations on the protection of customer funds, we are obliged to inform You about what happens to funds we hold on account for You, and the extent to which such funds are protected in the event of our insolvency. We hold all customer funds or funds deposited by You to Your User Account wholly separate from other Company funds in a legally designated client account. This means that the monies in Your User Account are protected in the event of insolvency, and can be repatriated to You.

5.5. We do not offer credit. Any participation in the Gaming Products and Services must be supported by

sufficient funds in Your User Account. We reserve the right to void participation in the Gaming Products and Services which may have inadvertently been accepted when Your User Account does not have sufficient funds to support such participation.

5.6. If we incur any charge-backs, reversals or other charges in respect of Your User Account, we reserve the right to charge You for the relevant amounts incurred. For the avoidance of doubt Your Account shall not be used by You as a bank account and, should we become aware of deposits into and withdrawals from Your User Account without participation in the Gaming Products and Services, we reserve the right to deduct an administration charge (whether or not we close or suspend Your Account). Funds deposited with Us in Your User Account shall not attract interest.

5.7. We may at any time set off any positive balance on Your User Account against any amount owing by You to Us for any reason, including but not limited to, re-settling of Bets / Stakes, payment errors or negative balances.

5.8. To the extent required by Your local law or tax or other authorities You are responsible for reporting Your Winnings and losses (where applicable) arising from Your activities on our Website.

5.9. All Winnings will be credited to the balance of Your User Account, subject to verification.

## **6. Deposits and withdrawals**

6.1. Should funds be credited to Your User Account in error, it is Your responsibility to inform Us without delay. We reserve the right to void Bets / Stakes using funds credited to Your User Account in error and to recover such funds by account adjustment at any time.

6.2. Subject to these Terms and Conditions or any applicable law, You may withdraw funds from Your User Account at any time. You shall be liable for all costs, taxes, levies and charges (including but not limited to bank and payment provider charges) incurred by Us in processing Your withdrawal of funds from or deposit of funds to Your User Account. We may at our sole discretion waive such costs, but any such waiver shall not be deemed a guarantee of a waiver of any future costs.

6.3. Provided all funds in Your User Account are confirmed by Us as cleared, all ID Checks have been completed by Us to our satisfaction and any conditions of withdrawal that may be applied to Your Account being met, You may request a withdrawal of funds from Your User Account at any time. Details of how to withdraw funds can be found in the FAQ section of the Website.

6.4. We may, at our sole discretion, define different minimum and maximum amounts for deposits and Bets / Stakes during a particular time period.

## **7. Account Password and Security**

7.1. When registering Your User Account, you will be asked to choose a username and password combination to be used in conjunction with Your User Account ("Your User Account Details"). You may not use a username that promotes a commercial venture or a username that We, in our sole discretion, deem offensive.

7.2. You are responsible for:

7.2.1. Maintaining the confidentiality of Your User Account Details;

7.2.2. All uses of Your User Account where Your User Account Details have been entered correctly, whether authorised or unauthorised; and

7.2.3. The security of Your access device(s) used to participate in any Gaming Products and Services via Your User Account and any other activities that take place on Your User Account.

7.3. You agree to:

7.3.1. Keep Your User Account details confidential and not share them with anyone else (and you acknowledge Your User Account cannot be co-owned with anyone else);

7.3.2. Immediately notify us of any unauthorised use of Your User Account Details or Your User Account or any other breach of security; and

7.3.3. Use only Your User Account Details to access the Gaming Products and Services.

7.4. Any participation in the Gaming Products and Services or requests made on the Website where the correct User Account Details have been used will be considered valid and binding to You and Us. Only after Your notification to Us that Your User Account Details have been compromised and We have de-activated Your User Account, will any requests made via the Website using Your User Account Details be deemed void.

7.5. We may require You to change Your User Account Details from time to time or We may suspend Your Account if We have reason to believe that there is likely to be a breach of security or misuse of Your User Account. We may, at our sole and absolute discretion, change Your User Account Details on prior notice to You.

## **8. Anti-Money Laundering:**

8.1 The Company maintains the highest possible standards of compliance with all anti-money laundering, combatting the financing of terrorism and other applicable regulations. Therefore, the Company has adopted a “zero tolerance” policy to any non-compliance of these regulations.

8.2 In order to prevent money laundering and terrorist financing, the Company reserves the right to monitor and examine all and any of Your transactions (in this regard the Company reserves the right to request the necessary/additional documents).. You may not use the Services in any way directly or indirectly related to money laundering and / or financing of terrorism. By accessing the Website and/or registering a User Account with us, You agree to abide with all rules and regulations relating to anti-money laundering and countering the financing of terrorism.

## **9. Inactive Account:**

9.1. An “Inactive Account” is a User Account without any participation in any Gaming Products and Services over a period of twelve (12) consecutive months.

9.2. If Your User Account becomes inactive, we will attempt to contact You using the registered details You have provided to Us such as telephone, email or post. If we have not established contact with You by such means within six (6) months from when we have identified Your User Account as an Inactive Account any outstanding funds held in Your User Account including play credits vouchers and Winnings will be forfeited to the Company which reserves the right to remove 100% (one hundred percent) of Your account balance, including play credits, vouchers and Winnings.

9.3. In addition, we may elect to charge an administration fee of €5 per month from the date on which the User Account is identified as being an Inactive Account without any prior notification to You, as long as the inactive account does not go into a negative balance.

9.4. If at any future time after Your User Account has become Inactive, You commence participation in the Gaming Products and Services, the Company shall deem Your User Account to be “re-activated” but shall not be obliged to refund to You any monies which were already forfeited once Your User Account became an Inactive Account in accordance with clause 9.2 above.

## **10. Closing Your User Account:**

10.1. Users may choose to close their User Account by contacting the Company’s customer support using the contact details provided in the “Contact Us” section on the Website. Any remaining funds in the User Account will be remitted to the User upon request. The minimum amount which a User may request to withdraw is twelve Euros (€12.00).

10.2. Should an existing User Account be closed, any obligations already entered into prior to the closing of such User Account, will be honoured by You.

10.3. A User who wishes to recover funds held in a closed, locked or excluded account is advised to contact our customer support team via the “Contact Us” section on the Website.

10.4. In case of closure of their User Account due to gambling addiction, fraud or money laundering activity, an individual will be prohibited from opening a new User Account. The Company will not be liable towards You should the individual succeed in opening a new User Account, nor for any direct, indirect or consequential damages arising therefrom. The Company reserves the right to close a User Account opened in breach of this rule at any point and at its sole discretion.

## **11. Suspension of Your User Account**

11.1. We shall be entitled to suspend Your User Account in the circumstances expressly set out in these Terms and Conditions or at our sole and absolute discretion as the circumstances may reasonably warrant. Upon the suspension of Your User Account:

11.1.1. No activity shall be permitted (including deposits, withdrawals, participating in Gaming Products and Services) until the date upon which it is re-activated by Us:

11.1.2. No promotional (bonus) funds or contingent Winnings will be credited to Your User Account; and

11.1.3. We shall address the issue that has given rise to Your User Account suspension with a view to resolving it as soon as reasonably practicable so that Your User Account can, as appropriate, either be re-activated or closed.

11.2. We reserve the right, at our sole and absolute discretion, to close Your User Account and terminate these Terms and Conditions with Us (notwithstanding any other provisions contained in these Terms and Conditions) on written notice (or attempted notice) to You using Your contact details. In the event of such termination by Us, We shall as soon as reasonably practicable following the request by You, refund the balance of Your User Account.

## **12. Participating in Game Products and Services:**

12.1. The Company will accept a Bet / Stake provided that You satisfy the terms of this Agreement and the rules of the applicable Gaming Products and Services.

12.2. The Company is not an Underlying Lottery Operator. With the Company, You are placing a Bet on the results of draws of official and/or state-run lotteries and/or lottery-style draws using the RNG technology.

12.3. Charges will be in accordance with the stated fees, as more fully set out and displayed on the Website Homepage, play page and checkout.

12.4. The Company reserves the right to change the stated fees without advance notice.

12.5. Your payment method will be charged either immediately or after confirmation of the Bet / Stake You placed or when You choose to deposit play credits on Your User Account for use on the Website.

12.6. For transaction security We use SSL encryption. SSL (Secure Sockets Layer) is a standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral.

12.7. A Bet / Stake is placed by You subject to rules and regulations governing online transactions and fraud-prevention. In the event of any fraudulent activity on the User's part, the result of which has affected a Bet / Stake, the Bet / Stake shall become the property of the Company and any Winnings resulting therefrom shall be retained by the Company. Any funds deposited into a User Account are deemed to be payment for future Bets / Stakes and if You wish to withdraw any funds deposited You hereby forfeit Your right to any promotional funds / bonuses of any kind given to You since making the initial funds deposit. In addition, NO funds added to the User's Account by way of any promotional offer (including but not limited to double deposits, ad-hoc winnings) may be withdrawn by the User.

12.8. It will be Your responsibility to ensure that correct instructions are given to the Company in respect to the placement of a Bet / Stake. The Company will accept no liability for any errors that may have occurred due to Your incorrect instructions.

12.9. Once a Bet / Stake placed has been accepted by Our server it cannot be cancelled by You. Bets / Stakes purchased through the Website will only be valid once a Bet receipt is displayed in Your User Account or in the case of Sportsbetting only, if a Stake receipt shows a Stake ID number, or a status with an identical meaning. The order receipt confirmation sent by email or the status "Submitted", or in the case of Sportsbetting "pending" or a status with an identical meaning only indicate that the Company has received the order for a Bet / Stake, not that it has been accepted. Only with a status like "in play" or in the case of Sportsbetting "accepted", in the overview then the Bet / Stake is considered accepted. In case that a Bet / Stake is not accepted, the Company will refund the value of this Bet / Stake to You.

12.10. The Company shall not be liable for any lost or delayed transactions caused by the failure of the computer systems used by the Underlying Lottery Operator from where the result is derived, or for any other computer or communications faults and/or errors and/or delays that may occur on the Company's Website, software or systems used by the Company.

12.11. You acknowledge that full freedom from errors or incompleteness is impossible to achieve with respect to computer software. Should You become aware that the software contains an error or incompleteness You undertake to refrain from taking any advantage whatsoever thereof. Moreover, promptly upon becoming aware of such error or incompleteness You shall notify the Company in writing by contacting us via the "Contact Us" section on our Website. Regardless of whether You become aware of any such errors, the Company shall not be liable for payment and/or damages of any sort which may become due as a result of software failure, administrative errors, hardware failure, faults, technical difficulties or Force Majeure.

12.12. The Company shall not be liable for any late notification of Bets / Stakes for a particular event. It is the responsibility of the individual to ensure that their orders are placed in time for the Lottery draw / Sportsbetting Event (as the case may be) and that they are aware of the cut-off times of the various Lottery

Draw/s / Sportsbetting Event/s. You must check (prior to cut off time) Your own transaction history on-line for confirmation of their Bet / Stake. The Company shall not be liable if Your Bet / Stake was received too late for the participation in a particular Lottery Draw / Sportsbetting Event ("late bet / stake") despite the fact that You might have had a winning Bet in that Lottery draw / Stake in the Sportsbetting Event, if it were placed before cut-off time. In such a case and solely in respect of Lottery Games, the Bet will be automatically placed on the next available Lottery Draw.

## **13. Payments of Winnings:**

13.1. Payments of Winnings will be made as soon as reasonably possible, although there may be delays due to any security and/or ID verification review undertaken by the Company and where the Company holds any such payments in accordance with this Agreement.

## **14. Lottery Games Winnings**

14.1. Lottery Games Winnings shall be paid to You within 10 (ten) working days of receipt of the Prize monies from the relevant Insurer:

14.1.1. Save as otherwise provided herein in respect of insured Prizes, all Winnings withdrawn will be paid directly into the User's nominated bank account, in the currency of their choice out of the ones which We have available. Once You have selected the cash withdrawal option and submitted all required details and/or ID verification details. In certain cases, special settlement arrangements may be made. A minimum withdrawal amount of €12.00 (twelve Euros) shall apply.

14.1.2. Winnings / Prize Monies pertaining to Prize Category A (Jackpot) and Prize Category B (Tier Two Jackpot) Amounts Won:

- The Company reserves the right to Pay Out these Winnings / Prize Monies on an annuity basis over a reasonable period of time.
- Winners of insured tickets in Category A (Jackpot) Tier shall, where applicable, split and share their winnings proportionally with Winners from the Underlying Lotteries.
- All Prize category B (Tier Two Jackpot) Winners of insured tickets will receive Prize Pay-Out values as specified on the relevant Underlying Lottery results page.

## **15. Final Decision on Winnings**

15.1. In the event of a discrepancy between the result showing on Your software and the Company server software, (i) in the case of Lottery Games, the results published by the official Underlying Lottery shall prevail and (ii) in the case Sportsbetting Event(s), the result showing on the Company server software shall prevail.

In the case of Lottery Games, the Company is applying the same principle for 'all' Hedged Winning Bets, irrespective of the relevant winning category, where prizes will be paid LESS a percentage of the winning amount as applied by the Underlying Lottery in order to put the Player in a similar financial position as if they had played directly with the Underlying Lottery.

15.2. Any amount credited erroneously to a User's Account should be reported immediately to the Company by the User. Any Winnings or promotional (bonus) funds caused by an error are invalid regardless of how they occurred. The Company reserves the right to recall any payment that is made to a User in error.

## **16. Placing of Bets / Stakes, Alterations, Refunds & Cancellations:**

### 16.1. Placing a Bet / Stake: –

16.1.1. The Bets / Stakes placed at Your request are chosen by You on the play page of the Website; or can commence from a future date specified by You on the play page if required. We cannot process Bets for any Lottery Draw or Stakes for any Sportsbetting Event after cut-off time for that specific Lottery Draw / Sportsbetting Event, which cut-off time is clearly specified for each Lottery Game / Sportsbetting Event, as the case may be, on the play page. The Website automatically changes over to the next available Lottery Draw date / Sportsbetting Event date at the cut-off time. For the sake of clarity in the event where the User has missed the cut-off time of a specific Lottery Draw / Sportbetting Event, whilst he/she was still in the process of placing and /or paying for a Bet / Stake, the Company will place all its reasonable efforts to submit that pending Bet/ Stake into the intended draw / Sportsbetting Event. However in the case of Lottery Games, if the expiry of the cut-off time, the funding or any other technical delays result in the unavoidable fulfilment of the entry of the Bet into the intended draw, any unfulfilled Bets will automatically be entered into the next available draw. Should customers wish to avoid this eventuality, Bets / Stakes should be completed along with the necessary account funding to ensure full payment for said Bets / Stakes at least 2 hours prior to the advertised draw time and /or cut off time / Sportsbetting Event.

No liability will be attached to the Company for losses incurred from lack of performance by Users' internet service providers or any other technical failure and/or error and/or delay on the part of the User.

16.1.2. In respect of Sportsbetting, multiple Stakes that combine different selections within the same Sportsbetting Event are not accepted where the outcome of one affects or is affected by the other.

16.1.3. In respect of Sportsbetting, the Company reserves the right to change odds and information displayed on the Website at any time and without notice. The Company will take reasonable care to ensure the accuracy of this information, but information is presented as a guide only. Prices displayed on the Website are indicative only and are not binding until a Stake has been accepted by the Company. In the event of any particular information (score, time of game etc) being incorrect, the Company assumes no liability. Kindly refer to the Sportsbetting Rules for further information on how individual sportsbetting markets are settled.

### 16.2. Cancellation of Bets if You change Your mind, in respect of Lottery Games

16.2.1. We will review the possibility of cancelling Your Bets and substitute Your Bets with play credits or vouchers upon the following conditions:

- i. Your Bet is legitimate (non-fraudulent) and
- ii. The Bets in question have not yet been insured with our Insurer/s (payment has not yet been processed by our Insurer/s).

16.2.2. Based on evaluation of the above conditions, We will cancel the Bets if notified with sufficient notice to do so. Please note that Bets are sent for processing with the respective Insurers throughout the day and once a Bet has been processed we cannot cancel that entry. To apply for a cancellation of Your entries please contact us via the 'Contact us' section on our Website.

### 16.3. Refunds in respect of Lottery Games

16.3.1. The Company will permit and process a Refund upon the following conditions

16.3.2. You have been billed an amount in error and can provide documentary proof thereof;

16.3.3. A refund request has been submitted to us via the 'Contact Us' sections on the Website within 30 days from the date upon which the amount was erroneously charged for by the Company;

16.3.4. Once the Company has received Your refund request, it will be reviewed, and You will be notified, within 72 hours of receipt of the refund request, of the approval or rejection thereof. This decision shall be final and binding on You.

16.3.5. The Company will process the refund in one of the following ways:

- a) the Company will ask You if You wish the amount to be refunded to be credited as a gaming credit to Your account, if so, the amount will be refunded into the Your User Account balance;
- b) if You request a cash refund, the amount will be refunded via the same payment method You used when depositing the amount or via a bank transfer.

16.4. Cancellations and Refunds in respect of Stakes on Sportsbetting Events: Any cancellation and / or refunds in relation to Stakes on Sportsbetting Events shall be made in accordance with the terms established in the Sportbetting Rules.

#### 16.5. Voided Bets or Stakes

The Company is authorised to, in its sole discretion, void any Bets / Stakes, if:

- A) the Company was instructed to place a Bet / Stake after the relevant cut off time or after the start of the relevant Lottery Draw or Sportsbetting Event, and/or if the Company erroneously accepted an instruction to place a Bet/ Stake on the Website after the relevant cut-off time or after the start of the relevant Lottery Draw or Sportsbetting Event;
- B) the Company was instructed to place a Bet / Stake by a User who has provided false, incomplete or expired information associated with their User Account or otherwise related to the Website or any of the Services available on it;
- C) the Company becomes aware of a genuine mistake in relation to a Bet or Lottery Draw or Stake or Sportsbetting Event and is not able to contact the User to correct the error or confirm the Bet / Stake prior to the cut-off time;
- D) the Company was instructed to place a Bet / Stake by a User who is involved in any fraud-related activities relating to the placing of the Bet / Stake, the operation of the User Account or relating to the Website or the Services offered by the Company;
- E) the Company was instructed to place a Bet / Stake by a User who was, at the time of placing the Bet / Stake, not of the Relevant Age;
- F) in conjunction with any Lottery Draw or lottery-style draw using RNG or in relation to any Sportsbetting Event, fraud and/or technical and/or human error or unwarranted influence was found or;
- G) the Lottery Draw is declared by an Underlying Lottery Operator in question as being invalid.

#### 16.6. Alterations

16.6.1. The Company is unable to alter any Bet/s submitted by You. The Company is only able to cancel and substitute the value of Your Bets with play credits or vouchers. (Please see Clause 16.2 above to learn how You may request to cancel a Bet in respect of Lottery Games).



## 17. Errors

17.1.1 The Company assumes no liability for input, transmission, system and/or evaluation errors or any other Obvious Error. The Company reserves the right to correct Obvious Errors or declare affected Bets or Stakes as 'invalid'. For the purpose of this Agreement Obvious Errors include, but are not limited to, the following:

- Incorrect Pay Out numbers or similar errors that affect the possible or actual Winning;
- Bets / Stakes offered or placed after the outcome is already known;
- Bets / Stakes offered or placed on markets where incorrect participants are listed;
- Bets / Stakes offered or placed on markets where participants are incorrectly designated or listed in the incorrect order;
- Bets / Stakes offered or placed at odds that are materially different from those available in the general betting market for a given Lottery Draw / Sportsbetting Event at the time the Bet / Stake was placed;
- Bets / Stakes offered or placed at odds which reflect an incorrect draw / score situation.

17.1.2 In respect of Lottery Games, the Company reserves the right to correct or to declare results void, if the results have been caused by a technical fault, by a manipulation of the particular Lottery Draw, or by an error that occurred at a payment transaction.

17.1.3 In respect of Sportbetting Events, the Company reserves the right to void the relevant Stakes, if (i) the Company erroneously accepted an instruction to place Stakes on the Website after the relevant deadline or after the start of the relevant Sportsbetting Event, or (ii) the Company becomes aware of a genuine error in relation to that Stake or Sportsbetting Event and is not able to contact You to correct the error or confirm the Stake before the deadline; (iii) in conjunction with any Sportsbetting Event, fraud and/or technical and/or human error or unwarranted influence was found.

17.1.4 You acknowledge and understand that in the event of any system failure or game error (a divergence from the normal functioning of the game logic for whatever reason) that results in an error in any odds calculation, charges, fees, bonuses or Pay Out, or any currency conversion as applicable, (**'System Error'**), the Company will seek to place all parties directly affected by such System Error in the position they were in before the System Error occurred. The Company reserves the right to declare null and void any Bets / Stakes that were the subject of such System Error and to request that any money paid out due to such error is returned back to the Company.

17.1.5 In all circumstances, whereby the Company (in its sole discretion) determines a System Error has been used to gain an unfair advantage, the Company reserves the right to consider any such gains null and void.

### **Errors specifically in relation to Stakes on Sportsbetting Event(s)**

17.2 The Company will not be liable for any errors in respect of Stakes including where: (i) there is an Obvious Error in the relevant odds/spreads/handicap/totals/cash out/edit stake amount displayed by the Company; (ii) the Company continues to accept Stakes on closed or suspended markets; (iii) the Company incorrectly calculates or pays a settlement amount, including where a Stake is cashed out for the full settlement amount; or a Stake is made void incorrectly, where 'Void if player does not start' was selected at

Stake placement; or (iv) any error occurs in a random number generator or pay tables included, incorporated or used in any game or product;

17.3 Incorrect Price – Prior to the start of an event, in-play or after the event, where an Obvious Error is identified any Stakes will stand and be settled at the Company's revised price. Where a revised price is deemed less than 1/1000 then Stakes will be void.

Where there is sufficient time before the start of an event, the Company will endeavour to contact You and may in its absolute discretion allow the option of cancelling the Stake.

Incorrect Count/Line/Spread/Handicap/Total – Prior to the start of an event, in-play or after the event, where an Obvious Error is identified any Stakes will stand and be settled at the count, line, spread, handicap or total taken at the Company's revised price except for the following situations:

- Where a revised price is deemed less than 1/1000 then Stakes will be void.
- Any bet placed on a count, line, spread, handicap or total where the outcome is already known when the Stake was placed will be void.

17.4 Incorrect Cash Out or Edit Stake Amount – Prior to the start of an event, in-play or after the event, any Stakes that have been cashed out by You or edited by You using our "Edit Stake" feature, where the cash out or edit Stake amount is incorrect (due to an error in the underlying price) will stand and be resettled at the correct amount.

Where a selection is cashed out following an incorrect result the selection will be resettled on the correct result.

17.5 Incorrect Void – If 'Void if player does not start' was selected at Stake placement (specific to Goalscorer markets) and a Stake is incorrectly made void where the selected player has actually started the event, the original Stake will stand and will be resettled on the correct outcome.

17.6 Where there is sufficient time before the start of an event, the Company will endeavour to contact You and may in its absolute discretion allow the option of cancelling the Stake.

17.7 Incorrect Fixture – Where an incorrect player or team is quoted within a fixture all Stakes will be void. Such determination to be in the Company's absolute discretion.

17.8 Incorrect Market – If an incorrect market is quoted for any match or event, bets placed on that market will be void; other markets may also be void. Such determination to be in the Company's absolute discretion.

17.9 Late Stakes – If for any reason a pre-event Stake is inadvertently accepted after a match or event has commenced, bets will be settled as follows:

- If the event and market is covered in-play then Stakes will stand at the revised price at the time the Stake was placed (where a revised price is deemed less than 1/1000 then Stakes will be void), unless the outcome is already known in which case such Stakes will be void.
- If the event or market is not covered in-play then the Stake will stand as long as the selected participant or team has not gained a material advantage (e.g. a score, sending off for the other team etc). Where a material advantage has been gained the Company reserve the right to void the Stake, win or lose. Any Stake placed where the outcome is already known, including in-play, will be made void.

17.10 Obvious Error(s) – Maximum Winnings – The maximum amount which can be won for a Stake placed where there is an Obvious Error and a revised price is EUR 2,000, unless the expected winning amount of the original Stake was greater than EUR 2,000. In such circumstances, the winning amount of the Stake placed at the revised price will equal that of the original Stake with any excess Stake becoming void.

## **18. Additional Special Provisions relating to Hedged Winning Bets for Lottery Games**

18.1. The Company has and reserves the right to utilize the services of Insurers. If so, the Company shall be subject to certain terms of contract with the Insurers which contracts may impose obligations to require any winner to sign releases and the like within certain defined time periods as a condition to payment of any Hedged Winning Bet. Either the Company or the Insurer will advise You of these conditions and the relevant time periods once You have been notified that, subject to these terms and to the terms applicable to the insurance contracts, You have won an Hedged Winning Bet.. These time periods shall, however, be no longer than 30 days from the time that You are notified that You have won an Hedged Winning Bet.

18.2. You hereby irrevocably agree:

18.2.1. that the Company may provide the Insurers with Your personally identifiable information and that the Insurers or their agents may contact You to facilitate payment of an Hedged Winning Bet;

18.2.2. that, if required by the Insurer, You will provide the Insurer or the Company with proof of Your address (by way of, for example, a bank statement or utility bill), Your scanned passport or driving license and Your banking details and proof thereof for the purposes of paying You the Hedged Winning Bet;

18.2.3. and undertake that You shall sign such releases required by the Insurers as a condition to payment should You win a Hedged Winning Bet;

18.2.4. that You will comply with such conditions as are imposed by the Insurers and provide such documents as are required by the Insurers as a condition to the payment of an Hedged Winning Bet within such time periods as are imposed by the Insurers;

18.2.5. that the Insurer may deduct from any Hedged Winning Bet prior to payment thereof to You (a) the reasonable costs and expenses incurred by the Insurer in relation to the payment of the Hedged Winning Bet (including travel, accommodation, banking and other costs incurred on Your behalf whilst establishing suitable arrangements for You to receive the Hedged Winning Bet and the transaction costs of transferring the Hedged Winning Bet); and (b) any tax required to be deducted under applicable law . Neither the Company nor the Insurer shall in any manner be liable to gross- up such deducted amounts to the Winnings.

18.2.6. that the Hedged Winning Bet will be paid in Euros, and that neither the Insurer nor the Company shall be responsible to pay any currency conversion costs or losses. For the sake of clarity, Bets are insured in Euros, and at the moment when Winnings are paid out to the User, a conversion will take place from Euro to the chosen currency of the User whether British Pounds (GBP) or US Dollars (USD). The User is then paid his/her winnings in the chosen currency however neither the Company nor the Insurer shall be liable to pay for any currency conversion costs or losses which might occur between the time the Game Bet is placed and the Winnings paid out.

18.2.7. The Company shall pay You any Hedged Winning Bet within 10 working days of receipt of the same from the Insurers; alternatively, should the Insurers pay You directly, You hereby absolve the Company of any payment obligation to You in respect of the Hedged Winning Bet; however, the Company shall have no liability to pay You any Hedged Winning Bet if the Insurers fail and/ or refuse to pay the said Hedged Winning Bet to the Company or to You.

18.3 Neither the Company nor the Insurers shall be liable to pay any Hedged Winning Bet or any amount at all to You if it is or would be unlawful to do so, if You are an Excluded Person or if the Insurer is not satisfied that You have complied with the conditions imposed by it for paying the Hedged Winning Bet to You.

## 19. WINNINGS FOR BETS ON LOTTERY DRAWS

The following chart provides an overview of the Classes offered in each Prize Category:

Insured Lotto Game	Underlying Lottery	Underlying Lottery Operator	Classes in Prize Category A (Main Jackpot)	Classes in Prize Category B (Non-Main Jackpot)	Classes in Prize Category C (Non-Jackpot)
EuroMillions	Euromillions	LAE	1	2 – 3	4 – 13
EuroJackpot	Eurojackpot	DLTB	1	2 – 3	4 – 12
Mega Millions	Mega Millions	MUSL	1	2	3 – 9
Mega Millions Max* (Special Conditions apply-see below)	Mega Millions	MUSLI	1	2 – 3	4 – 9
Mega Millions Mini* (Special Conditions apply-see below)	Mega Millions	MUSLI	1	2	3 – 8
PowerBall	Powerball	MUSL	1	2	3 – 9
Powerball Plus* (Special Conditions apply-see below)	Powerball	MUSL	1	2 – 3	4 – 9
Powerball Mini* (Special Conditions apply-see below)	Powerball	MUSL	1	2	3 – 9
Lotto 6 aus 49	Lotto 6 aus 49	DLTB	1	2 – 3	4 – 9
Mega-Sena	Mega-Sena	Caixa	1	2	3
SuperEnalotto	Super Ena lotto	Sisal	1	2 – 3	4 – 6
SuperEna Max* (Special Conditions apply-see below)	Super Ena lotto	Sisal	1	2 – 3	4 – 6
SuperEna Mini* (Special Conditions apply-see below)	Super Ena lotto	Sisal	1	2 – 3	4 – 6
La Primitiva	La Primitiva	LAE	1	2 – 3	4 – 7

Insured LottoGame	Underlying Lottery	Underlying LotteryOperator	Classes in Prize Category A (Main Jackpot)	Classes in Prize Category B (Non-Main Jackpot)	Classes in Prize Category C (Non-Jackpot)
El Gordo Primitiva	El Gordo de la Primitiva	LAE	1	2 – 3	4 – 9
French Lotto	Loto	FDJ	1	2 – 3	4 – 9
Oz Lotto	Oz Lotto	NSW	1	2 – 3	4 – 7
Oz Powerball	Powerball	NSW	1	2 – 3	4 – 8
UK National Lottery	Lotto	Camelot	1	2	3 – 6
Cash4Life	Cash4Life	New York State Gaming Commission	1	2	3 – 9
Mini Lotto* (Special Conditions apply-see below)	Mini Lotto	Totalizator Sportowy	1		2 – 3
El Gordo Navidad	Sorteo Extraordinario de Navidad	LAE			1 – 17
El Niño	Sorteo Extraordinario de El Niño	LAE			1 – 17

#### 19.1. WINNING BETS IN PRIZE CATEGORY A

19.1.1. The Winnings payable in respect of each Hedged Winning Bet in Prize Category A (as defined in the table), will depend on the number of the Underlying Lottery Winning Tickets in that Prize Category, the number of Hedged Winning Bets in that Prize Category, the Prize payable by the Underlying Lottery Operator for any Underlying Lottery Winning Tickets in that Prize Category, as well as, the Underlying Lottery Jackpot in that Prize Category.

19.1.2. The Winnings in Prize Category A are calculated on the basis of the amount of aggregate stakes published by the Underlying Lottery Operator as well as the distribution to that Jackpot Prize Category, or, on the basis of the jackpot published on the website of the Underlying Lottery Operator for that Prize Category of the relevant draw of the Underlying Lottery.

#### 19.2. ONLY ONE HEDGED WINNING BET IN PRIZE CATEGORY A

19.2.1. If there is only one Hedged Winning Bet in Prize Category A, the Winnings payable in respect of the Winning Bet are calculated as follows:

Winnings = Underlying Lottery Jackpot in that Prize Category A / Number of Underlying Lottery Jackpot Winning Tickets in that Prize Category A + 1

Example 1: There is only one Hedged Winning Bet in the Prize Category A and no Underlying Lottery Winning Ticket has been announced by the Underlying Lottery Operator in the Type A Prize Category in respect of an Underlying Lottery Jackpot in the Type A Prize Category of 90,000,000.00 EUR. The Winnings payable in respect of that single Hedged Winning Bet amount to 90,000,000.00 EUR.

Example 2: There is only one Hedged Winning Bet in the Prize Category A and two Underlying Lottery Jackpot Winning Tickets have been announced by the Underlying Lottery Operator in the Prize Category A in respect of an Underlying Lottery Jackpot in the Prize Category A of 90,000,000.00 EUR. The Winnings payable in respect of that single Hedged Winning Bet amount to 30,000,000.00 EUR.

### 19.3. MORE THAN ONE HEDGED WINNING BET IN PRIZE CATEGORY A

19.3.1. If there is more than one Hedged Winning Bet in the Prize Category A, the Winnings payable in respect of the Hedged Winning Bets in the Prize Category A are calculated based on a "Share Model", consisting of three steps.

19.3.2. Calculation of the number of shares:

19.3.3. Number of shares = Number of Underlying Lottery Jackpot Winning Tickets in that Prize Category + Number of Hedged Winning Bets in that Prize Category

19.3.4. Calculation of Size of each share:

19.3.5. Size of 1 share = Underlying Lottery Jackpot in that Prize Category / Number of shares

19.3.6. Allocation of Winnings:

19.3.7. 1 share per Hedged Winning Bet in that Prize Category

19.3.8. Example 3: There are two Hedged Winning Bets in Prize Category A and one Underlying Lottery Jackpot Winning Ticket has been announced by the Underlying Lottery Operator in the Prize Category A in respect of an Underlying Lottery Jackpot in the Prize Category A of 90,000,000.00 EUR. There are three Pay Out shares, with a size of 30,000,000.00 EUR each. The Winnings payable in respect of each Hedged Winning Bet in the Prize Category A amounts to 30,000,000.00 EUR.

### 19.4. WINNINGS IN PRIZE CATEGORY B

19.4.1 The Winnings payable in respect of each Hedged Winning Bet in Prize Category B will depend on the number of the Underlying Lottery Winning Tickets in that Prize Category, the number of Hedged Winning Bets in that Prize Category, the payable Prize by the Underlying Lottery Operator for the Underlying Lottery Winning Tickets in that Prize Category as well as the Underlying Lottery Jackpot in that Prize Category.

19.4.2 The Insurer calculates the Winnings in Prize Category B on the basis of the amount of aggregate stakes published by the Underlying Lottery Operator as well as the distribution to that Jackpot Prize Category or on the basis of the jackpot published on the Website of the Underlying Lottery Operator for that Prize Category of the relevant draw of the Underlying Lottery.

### 19.5. ONLY ONE HEDGED WINNING BET IN PRIZE CATEGORY B

19.5.1 If there is only one Hedged Winning Bet in Prize Category B, the Winnings payable in respect of this Hedged Winning Bet are calculated as:

19.5.2 Winnings = Underlying Lottery Jackpot in that Prize Category B / (Underlying Lottery Jackpot Winning Tickets in that Prize Category B + 1)

Example 1: There is only one Hedged Winning Bet in Prize Category B and no Underlying Lottery Winning Ticket has been announced by the Underlying Lottery Operator in that Prize Category B in respect of an Underlying Lottery Jackpot in Prize Category B of 9,000,000.00 EUR. The Winnings payable in respect of that single Hedged Winning Bet amount to 9,000,000.00 EUR.

Example 2: There is only one Hedged Winning Bet in Prize Category B and two Underlying Lottery Jackpot Winning Tickets have been announced by the Underlying Lottery Operator in that Prize Category B in respect of a Underlying Lottery Jackpot in Prize Category B of 9,000,000.00 EUR. The Winnings payable in

respect of that single Hedged Winning Bet amount to 3,000,000.00 EUR.

#### 19.6. MORE THAN ONE HEDGED WINNING BET IN PRIZE CATEGORY B

19.6.1 If there is more than one Hedged Winning Bet in Prize Category B, the Winnings payable in respect of these Hedged Winning Bets are calculated based on a Share Model, consisting of three steps:

A) Calculation of the number of shares:

Number of shares = Number of Underlying Lottery Winning Tickets in that Prize Category + Number of Hedged Winning Bets in that Prize Category

B) Calculation of Size of each share:

Size of 1 share = Underlying Lottery Jackpot / Number of shares

C) Allocation of Winnings:

1 share per Hedged Winning Bet in that Prize Category

Example 3: There are two Hedged Winning Bets in Prize Category B and one Underlying Lottery Winning Ticket has been announced by the Underlying Lottery Operator in that Prize Category B in respect of an Underlying Lottery Jackpot in Prize Category B of 3,000,000.00 EUR. There are three Pay-Out shares, with a size of 1,000,000 EUR each. The Winnings payable in respect of each Hedged Winning Bet in that Prize Category amount to 1,000,000.00 EUR.

#### 19.7. WINNINGS IN PRIZE CATEGORY C

19.7.1 The Winnings to be paid out in respect of each Hedged Winning Bet in Prize Category C, for example Class 4 in EuroMillions, shall be the amount of the Prize announced by the Underlying Lottery Operator in respect of an Underlying Lottery Winning Ticket in the respective Prize Category.

19.7.2 If the Underlying Lottery Operator has not announced a Prize in the respective Class for the relevant draw of the Underlying Lottery, the Winnings payable in respect of each Hedged Winning Bet in that Class will be calculated on the basis of the aggregate amounts paid in for the relevant draw of the Underlying Lottery announced by the Underlying Lottery Operator and its allocation to the winning Class.

#### 19.8. PAY OUT OF PRIZES IN MEGAMILLIONS AND POWERBALL

For MUSL Mega Millions and Powerball Lottery Draws, the Winner will be paid an amount equal to: (a) 60% of the Winnings in Prize Category A to reflect that MUSL only pays 60% of the amount of the winnings in Prize Category A if We or the Insurer elect to pay such winnings in a lump sum rather than as an annuity over 30 years ("Lump Sum Amount"); LESS (b) a percentage of the Lump Sum Amount, in order to put the Winner in a similar economic position as if it had played the Underlying Lottery as a non- US resident in the US state.

#### 19.9. PAY OUT OF PRIZES IN SUPERENAMAX

SuperEnaMax is derivative game in which Winnings do not necessarily correspond to the numbers drawn in the Underlying Lottery and the Winnings are always insured by Us with an Insurer. Winnings in Prize Category A and Prize Category B on SuperEnaMax will be split proportionally between all winners on this game and on the underlying lottery draw, in order to put the Winner in a similar economic position as if it had played the Underlying Lottery. Winnings in Prize Category C will be as displayed on the Company website. The Winnings will be paid as an annuity over 39 years or, at the Company's election, in a lumpsum amount. The election and lumpsum amount shall be at the Company's sole and unfettered discretion.

#### 19.10. PAY OUT OF PRIZES IN MEGAMILLIONS MAX / MEGA MILLIONS MINI AND POWERBALL PLUS / POWERBALL MINI

Mega Millions Max / Mega Millions Mini and Powerball Plus / Powerball Mini are derivative games in which Winnings do not necessarily correspond to the amounts of the Underlying Lottery which the games are based upon. The Jackpots in prize category A for these games will be insured by the Insurer or Insurer's Group and any prize amounts announced by Us in Prize Category A and B for these games will follow the same rules as the underlying lottery that the particular game is based upon.

19.11. PAYOUT OF PRIZES IN SUPERENA MINI AND MINI LOTTO Payout of Prizes in SuperEna Mini and Mini Lotto are paid out as published on the Website and independent of the Winnings published by the Underlying Lottery Operator. Prizes in the highest three prize categories on SuperEna Mini will be paid net of 20% withholdings as is commensurate with the terms of the respective Underlying Lottery. The highest prize category on Mini Lotto will be paid net of 10% withholdings as is commensurate with the terms of the respective Underlying Lottery.

#### 19.12. PAY OUT OF PRIZES IN CASH4LIFE

The jackpot prize in the official lottery for Prize Level 1 is a daily payment in the amount of 1,000.00 USD, capped at an overall total Pay Out amount of max. 7,300,000.00 USD or a cash lump sum of 7,000,000.00 USD. The winner (s) can choose between both options.

The winning prize in the official lottery for Prize Level 2 can be a weekly payment in the amount of 1,000.00 USD, capped at an overall total Pay Out amount of max. 1,040,000.00 USD, or a cash lump sum of 1,000,000.00 USD. The winner(s) can choose between both options. For both Prize Level 1 and Prize Level 2, the Pay Out amount is 67.18% of the officially announced winning amount as per table below:

Prize Level	Balls Matched	Official Fixed Winning Amount (USD)	Hedged Fixed Winning Amount (USD)
1	5 out of 1-60 + Cash Ball out of 1-4	1,000.00 (per day for 20 years)(max 7,300,000.00 USD in total)	671.80 (per day for 20 years)(max 4,904,140.00 USD in total)
2	5 out of 1-60	1,000.00 (per week for 20 years)(max 1,040,000.00 USD in total)	671.80 (per week for 20 years)(max 698,672.00 USD in total)

#### 19.13. SPECIAL JACKPOTS FOR ALL GAMES

The Company has the option to announce a Special Jackpot/s at its sole discretion and in conjunction with the Insurer or Insurer's Group. For these Special Jackpot/s the Company may at its sole discretion increase the ticket price. In the case that a Special Jackpot is announced, then the Special Jackpot sum announced will replace any Underlying Lottery Jackpot in that Type A Prize Category. Special Jackpot bets will be insured by the Insurer or Insurer's Group and the Pay Outs of prizes for these Special Jackpots will follow the same rules as the underlying lottery that the particular game is based upon. Prize Category A winners of Special Jackpots will split the amount amongst the total number of winning bets placed with the Insurer or Insurer's Group for that particular game.

19.14. Specific terms and conditions relating to the Underlying Lottery and Underlying Lottery Jackpot Prize In addition to these terms and conditions, You are bound by the supplement terms and conditions, as may be amended from time to time, in relation to the Underlying Lottery and Underlying Jackpot Price. The secondary terms and conditions [may be accessed here](#).

## 20. Financial Institution:

20.1 The Company is not a financial institution and thus any deposits made into Your User Account do not accrue any interest payments thereon whatsoever.

20.2 The Company does not provide advice regarding tax and/or legal matters. Users who wish to obtain advice regarding tax and legal matters are advised to get in touch with their own personal advisors.



## 21. Sportsbetting Rules

21.1 A market is settled once the outcome of that market is determined. The Company will always look to settle Stakes as soon as the result is known, however please allow up to 180 minutes for Winnings to be credited to Your Account.

21.2 If a market is not determined earlier in the Sportsbetting Event, the Company will settle the result of the Sportsbetting Event once the normal duration (regular time) of the Sportsbetting Event is concluded, unless stated otherwise on the market description. A football match winner Stake will be determined after 'regular time' of the Sportsbetting Event. This will be the 90 minutes including any extra minutes added by the referee for injuries and stoppage.

21.3 In case a Sportsbetting Event goes into overtime (when regular time does not decide the winner), only markets that clearly state that 'overtime is included' will be paid after the completion of overtime. Any penalty kicks (or other decider) that may follow is not taken into consideration, unless clearly stated within the market.

21.4 Sportsbetting Events not started on time for any reason or even postponed may be kept open and all Stakes remain valid if they kick off (start) within the next forty-eight (48) hours from the official start time. In any other case, the Company reserves, at its own discretion, the right to void all Stakes of such postponed events and refund the Stakes to the Player.

21.5 If any Sportsbetting Event(s) are abandoned after its official start time and are continued by the official organizers within forty-eight (48) hours from the original official start time, the Company reserves the right to keep all Stakes valid and settle according to this result.

21.6 If any Sportsbetting Event(s) are abandoned after its official start time and confirmed not to continue by the official organizer within forty-eight (48) hours from the original official start time, the Company will settle all determined markets decided on the pitch at that time and void the rest by refunding Stakes to You. However, in cases like this, the Company reserves, at its sole discretion, the right to void all Stakes of such abandoned events and refund the Stakes to You.

21.7 As an except to clause 21.4 and 21.5, tennis games will be kept open with all Stakes valid until the officials or organizing body declares a winner. In such cases, the forty-eight (48) hours rule is not valid. However, in case of a player retirement, all markets already determined on the court are settled accordingly and the rest declared void and null. For avoidance of doubt if a tennis player retired before the last point was concluded, the match winner market is void, but all markets related to specific sets or games that are determined, are settled accordingly.

21.8 For baseball games when two teams are playing two games in a row, these are considered as Game 1 and Game 2 and will be settled as chronologically played with all valid Stakes. For avoidance of doubt, if Team A play Team B twice, the result of Game 1 will count for Stakes offered on Game 1 as originally scheduled and the result of Game 2 will count for Stakes offered on Game 2, as originally scheduled.

21.9 When a Sportsbetting Event is cancelled, all Stakes related to that Sportsbetting Event will be void and Your Account will be refunded.

21.10 In case a Sportsbetting Event is abandoned but there has been at least one scorer, Stakes on the first goal scorer market will be settled and Stakes on the last goal scorer will be void. The "anytime goal scorer" market for this player is settled as a winner and Stakes on other players are void.

21.11 The maximum amount for a Sportsbetting Stake differs between sports, leagues and stake types. The Company makes no guarantee that any Stakes placed within or for the maximum Stake shall be

accepted. We reserve the right to categorise Sportsbetting customers with insider knowledge or vast/unfair skill to the business in terms of their sporting knowledge and to limit their stake sizes at Our discretion.

21.12 Stakes placed on any pre-match markets that have already started will be void unless it is a live Sportsbetting Event (in-play).

21.13 The “Cash out” option gives You the opportunity to settle the Stakes at the value displayed before the market is resulted.

21.14 Where the Company has reason to believe that a Stake is placed after the outcome of a Sportsbetting Event is known or after the selected participant or team has gained a material advantage (e.g. a goal, penalty etc.) the Company reserves the right to void the Stake.

21.15 The Company reserves the right to cancel any Stakes where You place a Stake on a Sportsbetting Event where You are in any way involved in the Sportsbetting Event (including but not limited to a referee, team coach or player).

21.16 The Company reserves the right to make Stakes void or withhold payment if the Company has evidence that the integrity of the Sportsbetting Event has been called into question or match rigging has taken place.

21.17 The Company reserves the right to cancel any Stakes if You attempt to bypass the Company's Sportsbetting limits (potential Pay Out) and risk management by placing multiple, identical or similar Stakes or opening multiple Player Accounts.

21.18 The Company reserves the right to cancel any Stakes when it is likely that You have acted in agreement, or as a syndicate. Placing identical Stakes from more than one account and from the same IP address might be considered a syndicate. Syndicate betting is considered as fraud and may lead to reduction of limits, closing of account, confiscation of winnings and cancellation of all placed Stakes.

21.19 The Company reserves the right to void any or all Stakes made by any person or group of persons acting in an attempt to defraud the Company.

21.20 Multiple Stakes that combine different selections are not accepted where the outcome of one affects or is affected by the other (has a correlation). If such a Stake is accepted in error, the Stake will be cancelled.

21.21 The Company offers You the ability to place a Stake on live Sportsbetting Events (in play) on various different sporting events around the world and while the Company tries to ensure all live betting information is accurate, there may be times where such information is incorrect, due to delays or otherwise. The ‘Live’ feed is provided by a third party and may be subject to a time delay and/or may be inaccurate. When checking live betting odds, live event start times or any other live event markets, please be aware that such information is provided as a guide only and the Company accepts no liability for the outcome of any inaccuracies which may occur. It is Your sole responsibility to check such information is accurate at the time of publication and that any Stakes placed based on this data is entirely at Your own risk.

21.22 The official result is final for settlement purposes except where specific rules state the contrary. The podium position in Grand Prix racing, the medal ceremony in athletics and any similar official ceremony or presentation in other sports are to be treated as the official result.

21.23 The Company reserves the right, in its sole discretion, not to accept certain multiple Stakes or to scale back Stakes.

21.24 You should familiarize yourself with sports betting and the terminology. The Company cannot accept

any responsibility if You place a Stake in circumstances where You do not fully understand any of the terms involved or how the Stake is operated.

21.25 In order to avoid a Stake not being accepted due to odds changes, the system automatically updates the odds before any Stake confirmation and You should check the latest odds in the Stake slip before proceeding. The Stake slip has the option to automatically accept odd changes or not if desired.

21.26 The Company reserves the right to cancel all Stakes of a Sportsbetting Event, if there is any change regarding the venue of the Sportsbetting Event.

21.27 The Company reserves the right to cancel all Stakes if there are radical changes in the circumstances of an event such as the length of playing time, the distance in a race speed or the number of periods, etc.

21.28 The Company reserves the right to limit the net Pay Out on winnings on resulting Stakes on any Sportsbetting Event or combination of Sportsbetting Event by You. This limit may be lower depending on the specific sport, league and type of bet offered. The maximum total Pay Out limit per Customer per day is EUR 25,000.

For avoidance of doubt, this means that no customer may be paid out more than a total of EUR 25,000 in respect of any number or combination of winning betting tickets (i) purchased by that customer on a single day, and/or (ii) ticket is finally resulted on a single day.

#### Explanation of specific Stake types

21.29 “Head-to-Head Stakes” are Stakes that predict which of the participants will occupy the highest position or will have better results or more points. In order for these Stakes to stand, both participants must actively participate in the Sportsbetting Event. In case the two participants achieve the exact same winning result and therefore achieve a tie, all Stakes are void

21.30 “Outright Stakes” are Stakes that predict which of the participants (3 or more) will occupy the highest position or will have better results or more points. In order for these Stakes to stand, all participants must actively participate in the Sportsbetting Event. If one or more participants don’t participate in the Sportsbetting Event, then the odds on the remaining participants are recalculated and settled with a reduction in the odds, by applying the probability of the missing participants to the rest of the participants applying the same margin. If two or more participants achieve the exact same Winning result and therefore achieve a tie, the applicable odds will be equal to the accepted odds divided by the number of tie participants (e.g. with initial odds 2.70 and there is a 3-way tie, the final odds will be:  $2.70 / 3 = 0.90$ ), unless the official governing body chooses only one winner with an additional statistic criterion (e.g. assists).

21.31 “Booking markets”: In this market, a yellow card counts as one card. A red card counts as two cards. If a Player gets one yellow plus a second yellow driving to a red card, this counts overall as three cards. As a result, a player cannot receive more than three cards. Settlement will be based on all available card data that appear during the normal playing time of an event. Cards shown after the final whistle will not be taken into consideration. Cards to non-playing players (players that have already been replaced, coaches, players on the bench who have not taken part in the game) are not taken into consideration.

21.32 “Booking markets with points”: In this market a yellow card counts as 10 points and the red card as well as a second yellow-red as 25. The second yellow for a player that leads to a red card is not counted. As a result, a player cannot receive more than 35 points. Settlement will be based on all available card data that appears during the normal playing time of an event. Cards shown after the final whistle will not be taken into consideration. Cards to non-playing players (players that have already been replaced, coaches, players on the bench who have not taken part on the game) are not taken into consideration.

21.33 “Corners”: In this market, a corner gets counted for the relevant market settlement only in the case it has been executed. Corners won by a team but not executed do not count for market settlement. e.g. full-

time whistle blown before team can take a corner.

21.34 "Intervals": In this market, the 1st minute of a match is 0:00 – 0:59, 2nd minute is 1:00 – 1:59, 3rd minute is 2:00 – 2:59, and so on. For example, the timeframe interval of 15-30 Mins refers to the period 15:00 – 29:59. Occurrences in added injury time at the end of a half will be deemed to have occurred in timeframes which include the last minute of the respective half.

## **22. Taxation:**

22.1. Winners should note that if Winnings (whether insured or not) are subject to host-country taxation, such taxation shall NOT be deducted by the Insurer or the Company prior to Pay-Out to You unless required to do so by the laws of the host-country as applicable. Winners should be aware, and are hereby notified, that Pay-Outs do not necessarily factor in possible further tax implications in a Winner's own jurisdiction of tax residence and that the Winner is solely responsible for the payment of such taxes within such jurisdiction where he is resident for tax purposes.

## **23. Intellectual Property:**

23.1. You acknowledge and agree that all right, title and interest in the Intellectual Property is and remains at all times the Company's property. Any use of the Intellectual Property without Our prior written consent is not permitted. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, or tamper with our Intellectual Property in any manner whatsoever.

23.2. You acknowledge and agree that the material and content contained within the Website is made available for Your personal, non-commercial use only. Any other use of such material and content is strictly prohibited.

23.3. We hereby grant You a license to use our Software strictly and only in order to make use of the Gaming Products and Services, subject to these Terms and Conditions. All rights in the Software are reserved, and You may use the Software only as licensed to You in accordance with this Agreement.

## **24. Complaints**

24.1. You acknowledge that our RNG will determine the outcome of some of the games played through the Gaming Products and Services and you accept the outcomes of all such games. You further agree that in the unlikely event of a disagreement between the result that appears on your screen and the game server used by the Company the result that appears on the game server will prevail, and you acknowledge and agree that our records will be the final authority in determining the terms and circumstance of your participation in the relevant online gaming activity and the results of this participation.

24.2. The Company undertakes to make its best efforts to ensure all customers have a pleasant experience whilst playing games through the Gaming Products and Services. If You wish to raise a complaint about any aspect of the Gaming Products and Services as a first step You should, as soon as reasonably practicable contact our customer services team on [hello@lotto247.com](mailto:hello@lotto247.com) with details about Your complaint. The Company will endeavor to resolve Your complaint as soon as possible.

24.3. If You do not agree with the decision of our customer services team, You may then request that the matter is escalated further. In order to escalate a complaint, You will need to clearly state Your reasons for not agreeing with the previous decision, and any other relevant information. The decision of our Head of customer services (having completed such escalation as we consider reasonable in the circumstances) will be considered as our final decision.

24.4. If you remain unhappy with any solution offered by Us, then you can raise your complaint with the Isle of Man Gambling Supervision's alternative dispute resolution procedure. The Isle of Man Gambling Supervision Commission is the official Isle of Man body with responsibility for regulating gambling offered from the Isle of Man. The contact details are: <https://www.gov.im/categories/business-and-industries/gambling-and-e-gaming/iom-gambling-supervision-commission-complaints-form/>

## 25. Responsible Gambling

25.1. We are committed to providing the support You need to play and gamble responsibly. We offer You a range of options to manage Your play and gambling.

25.2 You can find further details of the options available to You in our [Responsible Gambling Policy](#) or by contacting our customer services team on [hello@lotto247.com](mailto:hello@lotto247.com)

25.3 Although we will use our reasonable endeavours to enforce our Responsible Gambling Policy we do not accept any responsibility or liability if you nevertheless continue gambling and/or seek to use the Gaming Products and Services with the intention of deliberately avoiding the relevant measures in place and we are unable to enforce our measures/policies for reasons outside of our reasonable control.

## 26. Self Exclusion

26.1 If at any time You feel that you are not in control of Your gambling or feel that You are in danger of developing a gambling problem, we strongly encourage You to self-exclude. Self-exclusion allows You to opt out of gambling on the Website and to cease to receive marketing communication from Us. The minimum period for self-exclusion is seven (7) days and the maximum period is permanently. Should You wish to exclude yourself from the Gambling Products and Services You may do so by accessing the [Self-Exclusion section](#) of the Website or contacting our customer services team. During the period of the self-exclusion You will not be able to access Your User Account for any reason and You should withdraw any remaining funds prior to undertaking self-exclusion. Once you self-exclude it will not be possible to reopen Your User Account for any reason, and we take all reasonable measures to detect and close any new accounts You may open. We shall not be responsible for any losses You incur should you deliberately attempt to circumvent our self-exclusion control policy. If You self-exclude with us, we strongly recommend that you consider self-excluding with other providers of gambling with whom You may be registered and that you reach out to providers of care and support for prevalent gambling such as [Gamcare Isle-of-Man](#). Although we will remove You from our marketing database, we strongly recommend that You remove all our apps or downloads (if any), tablet or any other user devices and that You take advantage of software that allows You to block access to gambling groups.

26.2 For more information on how to gamble responsibly and the measures that You can take, please refer to our responsible gambling policy or contact our customer services team on [hello@lotto247.com](mailto:hello@lotto247.com)

## 27. Deposit Limits

27.1 You may choose to limit Your maximum deposits ("Deposit Limit"). This limit will automatically block any further deposits made if the Deposit Limit set has been exceeded for that selected time frame.

27.2 If You change Your mind, Your Deposit Limit can be changed. Increasing or revoking a Deposit Limit shall have effect only after 24 hours, whereas decreasing a Deposit Limit shall have effect immediately.

## 28. Website and Use of Cookies on the Website

28.1 The Company reserves the right to make changes or corrections to, suspend or discontinue any aspect of the Website and the content or services or products available through it. Such changes shall not be applied retrospectively and in the event that such changes affect live Bets, the Company shall be entitled

to void such Bets and the Stakes shall be repaid to Your Account.

28.2 Customers should note that personal information and data may be automatically collected and stored during the registration process through the use of Cookies. A “cookie” is a small piece of information sent by a web server to a web browser, which enables the server to collect information from the browser. We use cookies to keep track of Your browsing patterns and to build up a demographic profile. By monitoring such patterns and collating the captured data we are able to improve our service to You.

28.3 If You object to cookies or want to delete any cookies that are already stored on Your device, we recommend that You follow the instructions for deleting existing cookies and disabling future cookies on Your file management and internet browsing software. Further information on deleting or controlling cookies is available within our [Privacy Policy](#) or at [www.allaboutcookies.org](http://www.allaboutcookies.org). Please note that by deleting our cookies or disabling future cookies You may not be able to access certain areas or features of the Website.

## 29. Disclaimer

29.1. The Company and its associated brands are not associated with the Underlying Lottery Operator.

29.2. Any personal data of our Users will be treated confidentially and will not be sold to third parties. Any Personal Data which we hold on You will be processed in accordance to our [Privacy Policy](#). Furthermore, by accepting these Terms and Conditions, you understand and agree that Your personal information may (in accordance with the terms detailed in the Privacy Policy) be transferred or disclosed to any Group Company for marketing and promotional purposes.

29.3. The Company accepts no liability for any damages, which may be caused to the User by the interception or misuse of any information transmitted over the internet.

29.4. The Company reserves the right, at all times, to resolve any dispute, at its own discretion, in accordance with principles of equity.

29.5. The Company makes no representation or warranty, explicit or implicit, as to the legal rights of the User to participate in the Services, nor shall any of the Company’s employees, licensees, distributors, wholesalers, affiliates, subsidiaries, advertisers, promoters or other agencies, media partners, agents or retailers have the authority to make any such representation or warranty. The User shall not use the Services, open, use or reuse a User Account, enter the Website, nor accept any Winnings / Prize Monies if the User does not fully understand, agree to, wish to become a party to, and comply with, without exception, to this Agreement, and as this Agreement may be amended from time to time.

29.6. The Company is not liable in any manner whatsoever for any damage and/or losses and/ or costs to a User and/or a third party caused directly and/or indirectly due to the User for:

29.6.1. making deposits to his User Account via a third party’s card or account;

29.6.2. requesting withdrawals from his User Account to a third party’s account;

29.6.3. providing incorrect details of his personal account for the purpose of withdrawals from his User Account;

29.6.4. allowing third parties to use his User Account to make deposits to or withdrawals from his User Account;

29.7. The connection to the Website and the use of the Service/s is under the User’s responsibility;

29.8. The Company is not liable in any manner whatsoever for damage and/or losses to a User and/or a

third party caused directly and/or indirectly due to any:

29.8.1. mistake, misprint, misinterpretation, mishearing, misreading, mistranslation, spelling mistake, fault in reading, transaction error, technical failure, technical hazard, registration error, manifest error, cancellation of a Game for any reason, Force Majeure and/or any other similar event;

29.8.2. breach of this Agreement by the User;

29.8.3. collusion and/or criminal actions;

29.8.4. advice provided by the Company;

29.8.5. failure of the Company's central computer system or any part thereof; delays, losses, errors or omissions resulting from failure of any telecommunications or any other data transmission system of the Company; and/or

29.8.6. financial risk and loss, including but not limited to variances in exchange rates.

29.9. The User understands that the Services offered on the Website are for entertainment purposes only. The User is not required to use the Services, and such participation, if elected by the User, is at the User's sole choice, discretion and risk. The User's interest in the Services and the Website is personal, and not professional. The User enters the Website for his/her sole personal entertainment. Any other entrance, access, use or reuse of the Services and/or the Website by the User is prohibited.

29.10. These Terms and Conditions constitute the entire agreement and understanding between the Company and the User.

29.11. The English Language version of these Terms and Conditions will prevail over any other language version issued by Us.

29.12. For languages other than English, the Company shall have no liability for any incorrect or inaccurate translation appearing in the Terms and Conditions, nor for any damage incurred by Users as a result of the mistranslation.

29.13. The Account Holder understands that the Company reserves the right to change or remove any of its Services at any time and/or to amend these Terms and Conditions at any time. Your continued use of the Services after such amendment shall be deemed as acceptance by You of the amended Terms and Conditions.

29.14. You acknowledge that Your failure to comply with this Agreement may result in disqualification, the suspension and/or termination of Your User Account, forfeiture of funds and/or legal action against You.

29.15. The Company considers these Terms and Conditions to be fair. Should You need any advice regarding these or any other part of our service, please contact us via the "Contact Us" section on our Website. Please note that all correspondence and telephone calls may be recorded.

29.16. These Terms and Conditions are personal to You, and are not assignable, transferable or sub-licensable by You except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to You.

29.17. In the event of a change of control, merger, acquisition, or sale of assets of the Company, Your User Account and associated data may be part of the assets transferred to the purchaser or acquiring party. In such an event, we will provide You with notice via e-mail or notice on our Website explaining Your options with regards to the transfer of Your User Account.

## **30. Indemnity**

30.1. You agree to fully indemnify, defend and hold us, and our officers, directors, employees, consultants, advisors, agents and suppliers harmless, immediately upon demand, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, (regardless of theory of law) arising out of Your breach of any of the terms or the rules and regulations or any other liabilities arising out of Your use of the Website and/or use by any other person accessing the Website using Your Personal Information details.

## **31. Limitation of our Liability**

31.1 You understand and agree that we limit our liability and connection with your use of the Website as set forth. Under no circumstances shall we be liable to You for any loss and/or damages of any kind (including, without limitation, for any special, direct, indirect, incidental, exemplary, economic ,punitive or consequential damages) that are directly or indirectly related to:

31.1.1 the Gaming Products and Services;

31.1.2 the use of, or inability to use, or performance of the Gaming Products and Services :

31.1.3 any action taken in connection with an investigation by us or law enforcement authorities regarding Your use of the Gaming Products and Services ;

31.1.4 any action taken in connection with copyright owners; and/or

31.1.5 any errors or omissions in the Website's technical operation

31.2 In no event will we be liable to You or anyone else for loss or injury, including, limitation, death or personal injury. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You even if foreseeable or even if the Company is advised of the possibility of such damages whether in an action for breach of contract, negligence, strict liability, tort (including, without limitation, whether caused in whole or in part negligence, acts of God, telecommunications failure or theft or destruction of the Website).

31.3 In no event shall our total liability to you for all damages, losses and causes of action exceed €100.00.

31.4 We are not responsible for any damage to Your computer, hardware, computer software or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

31.5 Your access to and use of the Website is at your risk. If you are dissatisfied with the Website or any other content, your sole and exclusive remedy is to discontinue accessing and using the Website.

31.6 You recognise and confirm that in the event you incur any damages, losses or injuries that arise out of our acts or omissions, the damages, if any, caused to You, are not irreparable or sufficient to entitle You to an injunction preventing exploitation of any website or other property owned or controlled by us and You will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of the Website or any other website or other property of the Company or any and all activities related thereto.

31.7 By accessing the Website, You understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected. You agree to waive the benefit of any law that otherwise might



limit Your waiver of such claims.

## **32. Law and Jurisdiction.**

32.1 This Agreement and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of the Isle of Man.

32.2 The parties agree that the Courts of the Isle of Man shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation including non-contractual disputes or claims.

32.3 Gambling debts are enforceable in the Isle of Man.