



# Terms and Conditions

Last Updated: [23rd April 2025]

THE FOLLOWING IS A LEGALLY BINDING AGREEMENT (THE “AGREEMENT”) BETWEEN PLAYUKINTERNET N.V. HEREINAFTER THE ‘COMPANY’, 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 “Entry” / “Game Entry” means an entry placed by You on any of the lottery games upon which We accept entries from Users;

1.1.3. “Caixa Econômica Federal” or “Caixa” means, the organisation that organises the official Brazilian lottery Mega-Sena (herein Mega Sena) among others;

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

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

1.1.6 "Company" means Play UK Internet N.V., a company incorporated under the laws of Curacao, with company registration number 95091 and a valid Certificate of Operation. Play UK Internet N.V. has an application (OGL/2024/1404/0617) for a gaming license in progress with the Curaçao Gaming Control Board. Until that process is concluded, based on a transitional arrangement, the company is permitted to continue its operations under this Certificate of Operation. This Certificate of Operation is subject to the National Ordinance on Offshore Games of Hazard (Landsverordening buitengaats hazardspelen, P.B. 1993, no. 63) (NOOGH);

1.1.7 "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;

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

1.1.9 "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;

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

1.1.11 "Excluded Person" means any User: (a) located in: (i) the United States of America, Australia, France, The Netherlands, Spain, The United Kingdom, 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;

1.1.12 "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, and/or any other cause beyond the reasonable control of the party whose performance is affected;

1.1.13 "Home Page" or "Play Page" means any page on the Website where a User can successfully place an entry;

1.1.14 "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;

1.1.15 "Insured Winning Entry" means a Winning Entry that is underwritten by an Insurer;

1.1.16 "Insurer" means a risk management / hedging company and/ or insurer who manages or underwrites or arranges for the underwriting either alone, or on a re-insured or on a syndicated basis or in any other way for instance through the purchase of a lottery ticket from the Underlying Lottery Operator, any of the potential Winnings arising from any of the Game Entries placed by You and accepted by Us through any of the Company's Website/s;

1.1.17 "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;

1.1.18 "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;

1.1.19 "Lottery Draw/s" or "Draw/s" means each official draw of the lottery games upon which we offer Entries;

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

1.1.21 "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);

1.1.22 "Operator" or "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;

1.1.23. "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.

1.1.24 "Prize" / Prize Monies"/ "Winnings" means an amount, a bonus or a reward that can be won by the User (and includes for the purposes of winnings arising from a Game Entry in respect of which the winnings are insured, an Insured Winning Entry);

1.1.25 "Prize Category" means the categories of Classes (being either Category A or Category B or Category C) in respect of the relevant Lottery Game;

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

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

1.1.28 "Prize Category C" means those Classes in relation to the applicable Lottery Game described as

such herein;

1.1.29 “RNG” means a random number generator used by the Company to conduct lottery style-draws. The random number generator is compliant with the applicable regulatory model and standards.

1.1.30. “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”);

1.1.31. “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;

1.1.32 “Service/s” shall include all services, including making entries on the lotteries related to the Services and listed on the Website, and any related offers thereto, provided by the Company to the User through the Website;

1.1.33 “Sisal” means the Italian entry and gaming provider and organiser of the SuperEnaLotto (Italian national lottery game) in Italy;

1.1.34 “Underlying Lottery” means the applicable Operator’s lottery, in respect of which We have arranged insurance from an Insurer in respect of Insured Winning Entries;

1.1.35 “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);

1.1.36 “User” means any individual that expressly or impliedly accepts and agrees to this Agreement by opening a valid User Account and who places Game Entries on Our Website from time to time;

1.1.37 “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 Services;

1.1.38 “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);

1.1.39 “Website” means any website owned, operated or hosted by the Company (including, but not limited to, PlayHugeLottos), and any software or content that is used to access such website; and

1.1.40 “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 Prize, User represents, warrants and agrees to the following:

## 2. Your Use of Our Services:

2.1. You hereby warrant and represent that:

2.1.1 You are an individual of at least 18 years of age and it is legal for You to use the Services according to the law, regulation or directives applicable to Your country of domicile.

2.1.2 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.

2.1.3 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.

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

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

2.1.6 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.

2.1.7 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).

2.1.8 You are not an Excluded Person.

2.1.9 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.

2.2 Users are responsible for any unauthorized use of their User Accounts. If a third party places an Entry or is thought to have placed an Entry, said Entry shall be valid, whether or not the third party had the prior consent or knowledge of the User. Under no circumstances will any Entry 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.

2.3 The Company accepts only one account per User. The use of more than one 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 the intention of defrauding or cheating, or otherwise.

2.4 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 access to the Service immediately, without prior notice or liability.

## 2.5 Use of AI Chatbot

2.5.1 The following terms of use are intended to inform users of the limitations and usage of the artificial intelligence chatbot ("AI Chatbot") provided by Play UK Internet N.V. within its website. Please read these terms of use carefully before engaging with the AI Chatbot. The AI Chatbot is an automated system designed to answer questions posed by users on the Website in relation to the services offered by Play UK Internet N.V.

2.5.2 Liability: While Play UK Internet N.V. endeavors to deliver accurate information through its AI Chatbot, Play UK Internet N.V. cannot assure complete accuracy or comprehensiveness of the data provided. Occasionally, the AI Chatbot may relay incorrect information. As such, we advise you to confirm any details obtained from the AI Chatbot prior to acting upon them. Play UK Internet N.V. disclaims all responsibility for the accuracy or completeness of the information furnished. Moreover, Play UK Internet N.V. explicitly reserves the right to alter, augment, or eliminate any or all functionalities of the AI Chatbot without prior notification, or to cease its operation temporarily or permanently. There is no guarantee that the AI Chatbot will be continuously accessible, nor is there an obligation by Play UK Internet N.V. to offer the AI Chatbot for any specific duration. Play UK Internet N.V. along with its boards, directors, employees, affiliates, and representatives, assumes no liability for the information provided by the AI Chatbot and cannot be held responsible for any actions taken, losses incurred, or damages arising from its use.

2.5.3 Limitation of Use: By using the AI Chatbot, the user agrees:

- not to post, send or share defamatory, offensive, intimidating, illegal, racist, discriminatory, obscene

or inappropriate content in any form through the AI Chatbot

- not to use the AI Chatbot to conduct illegal or immoral activities
- not to attempt to compromise the security of the AI Chatbot or access confidential information
- not to copy, distribute, modify, reverse engineer, decompile or attempt to extract the source code of the AI Chatbot or any part that composes it

**2.5.4 Data Privacy and Security:** We place high importance on the privacy and security of our users' information. To ensure your privacy is and remains protected and secure, do avoid sharing any personal information in your AI Chatbot conversations that is unnecessary or not explicitly requested for addressing your assistance needs.

**2.5.5** By using the AI Chatbot, you acknowledge and agree to the terms of use and disclaimer herein. If you do not agree with any of the terms and/or disclaimer, we recommend you refrain from using the AI Chatbot.

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

**3.1** To use the Services you will first need to open a User Account on the Website.

**3.2** If you choose to open a User Account, you must complete an application for registration and provide at least the following information:

- date of birth (showing that the player is over eighteen (18) years of age);
- first and last name;
- place of residence;
- valid email address;
- a username and a password.

You may also be required to provide a copy of a valid passport or other identification document in order to validate your identity.

If your identity cannot be validated, you may be required to submit additional information or documentation as a condition to opening a User Account. 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.

**3.3** We have and reserve the right to use third party verification services to authenticate your account information and identity, and you expressly acknowledge and agree that we may confirm the accuracy of any information you submit against government-issued ID. If you have provided false information or if you are unable or unwilling to provide documentation to confirm your ID details, as we are unable to confirm your identity, your User Account may be suspended or blocked and any and all activity within the User Account deemed invalid, including, without limitation, the nullification of potential Winnings.

**3.4** You hereby agree that Secure View Services Limited, incorporated in Cyprus with registration number HE 149654 and its registered address at Suite 301, 3rd Floor, 360 Business Centre, 6 Aphrodite Street, 1060 Nicosia, Cyprus, is responsible for credit card and payment processing. To use the Services and to place a Game Entry, you will be required to provide the Company with details of means of payment and/or transfer funds into your User Account ("Play Credits") by any of the methods specified by the Company. If

you transfer funds into your User Account, such funds will be deposited into your User Account upon actual receipt of funds by the Company. Minimum and maximum limits may be applied in respect of transferring funds into and out of your User Account, depending upon your history with the Company, the method of deposit, ID verification, and other factors as determined solely by the Company. The Company will debit your User Account and/or your means of payment at the time in which you place a request to place a Game Entry via the Website.

3.5 Your request to place any Game Entry is subject to there being sufficient funds in your User Account to pay for the Game Entry or the provision of means of payment which allows for the payment of the Game Entry.

3.6 Should you have insufficient Play Credits in your User Account, your payment method will be charged upon the placement of any Game Entry. If your payment method fails to successfully pay for the transaction you will be advised accordingly and your request to place a Game Entry will be rejected. If your User Account balance has a negative balance, you expressly acknowledge and agree that such negative balance shall constitute an incontestable immediately due and payable debt owing by you to us.

3.7 The Company may, at any time, set off any positive balances in your User Account against any amount owed by you to the Company.

3.8 The Company may, at its sole discretion, award promotional (bonus) funds or discounts to its customers via their participation in brand promotions or competitions. Promotional (bonus) funds will reflect as such within the customer's account balance. The use of promotional (bonus) funds or discounts is restricted to participation in making entries on the outcome of lotteries only. Customers can only participate and earn rewards in brand promotions when placing cash entries i.e. Customers cannot use promotional (bonus) funds, promotional vouchers, to earn rewards in brand promotions. Other specific terms and conditions to these promotional (bonus) funds or discounts may apply and will be published on our Website as and when necessary.

3.9 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 an Entry on a pre-determined game without incurring the cost of that Entry. 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 entries i.e. Customers cannot use promotional (bonus) funds, promotional vouchers, to earn rewards in brand promotions.

3.10 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.

3.11 The Company reserves the right to limit or refuse any activity and/or request made by you or through your User Account.

3.12 We recommend that you, as the cardholder, print out all electronic entry data, this Agreement, the rules of the Games, 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.

3.13 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.

3.14 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.

3.15 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.

3.16 By using the Services the User is acknowledging that placing entries on the Website is under the risk of losing all money invested. It is the User's sole responsibility to assume the losses suffered through the User's Account;

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

4.1 The Company intends to maintain the highest possible standards of our compliance with all anti-money laundering, antiterrorist financing and other applicable regulations. Therefore, the Company has adopted a so-called "zero tolerance" policy due to which its employees are subject to immediate dismissal, and business partners/contractors and clients to immediate termination in case of a proven violation of any applicable anti- money laundering laws and/or regulations.

4.2 You may not use the Services in any way directly or indirectly related to money laundering. 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.

4.3 In order to prevent money laundering, 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 including which at the Company's sole discretion are particularly likely, by their nature, to be related to money laundering or the funding of terrorism. If the Company suspects, at its sole discretion, that the particular transaction may be related to money laundering and/or the funding of terrorism, the Company shall not process such transaction/payment and shall have the right to disable or terminate your User Account. Please note that if this is the case, the Company shall have the right to disclose Your personal data and details of such transaction to the relevant authorities as may be applicable.

4.4 The Company may also require any information/ documentation in order to meet our legal and regulatory requirements or comply with our internal fraud prevention procedures and /or to verify the identity of the User to:

- confirm the User's authority to use a specific credit/debit card;
- confirm other facts and information provided by the User;

Such requirement may be made at any given moment and We reserve the right to suspend a User Account pending satisfaction of any such requirement.

4.5 We have and reserve the right to suspend and/or cancel the participation of a User in the games, promotional activities, competitions or other services, whenever the Company is of the opinion that a User is or has been, or may be used for illegal, fraudulent or dishonest practices or otherwise not in accordance with the Company's policies;

## **5. Inactive Account:**

5.1 An "inactive account" is a User Account without any Game Entry activity taking place for a period of six (6) consecutive months.

5.2 If your User Account becomes inactive, the Company reserves the right to remove 100% (one hundred percent) of your account balance, including play credits, vouchers and winnings.

5.3 If at any future time after your User Account has become inactive, you commence Game Entry activity, 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 account became inactive in accordance with clause 5.2 above.

## **6. Closing your User Account:**

6.1 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)

6.2 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.

6.3 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.

6.4 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 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.

## **7. Participating in a Game:**

7.1 The Company; will accept an Entry provided that You satisfy the terms of this Agreement.

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

7.3 Charges will be in accordance with the stated fees, as more fully set out and displayed on the Website Homepage, Play Page and Checkout.

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

7.5 Your payment method will be charged either immediately or after confirmation of the Entry you placed or when you choose to deposit Play Credits on your User Account for use on the Website.

7.6 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.

7.7 A Game Bet 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 Game Bet, the Game Bet 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 Game Bets 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.

7.8 It will be your responsibility to ensure that correct instructions are given to the Company in respect to the placement of an Entry. The Company will accept no liability for any errors that may have occurred due to your incorrect instructions.

7.9 Once a Game Entry placed has been accepted by our server it cannot be cancelled by you. Game Entries purchased through the Website will only be valid once a Game Entry Receipt is displayed in your User Account.

7.10 The Company shall not be liable for any lost or delayed transactions caused by the failure of the computer systems used by the Operators or Underlying 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.

7.11 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 obvious 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.

7.12 The Company shall not be liable for any late notification of Game Entries for a particular event. It is the responsibility of the individual to ensure that their orders are placed in time for the Lottery draw and that they are aware of the cut-off times of the various Lottery Draw/s. If the individual does not receive a confirmation by email of their Game Entry (for any reason) they must check (prior to cut off time) their own transaction history on-line for confirmation of their Game Entry. The Company shall not be liable if your Entry was received too late for the participation in a particular Lottery Draw ("late entry") despite the fact that you might have had a winning Entry in that Lottery draw if it were placed before cut-off time. In such a case the Game Entry will be automatically be placed on the next available Lottery Draw.

## **8. Winnings:**

### **8.1 Payments-**

8.1.1 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.

8.1.2 Winnings shall be paid to you within 10 (ten) working days of receipt of the prize monies from the relevant Insurer or as soon as practicably possible.

8.1.3 Save as otherwise provided herein in respect of insured Prizes, all Winnings withdrawn will be paid directly into the User's nominated bank account, once they 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. The minimum withdrawal amount for wallet transfers (Neteller, Skrill, PIX, and Astropay), the minimum is €12, while for bank transfers, it is €50, depending on the country.

8.2. Winnings / Prize Monies pertaining to prize Category A (Jackpot) and Prize Category B (Non-Main Jackpot) Amounts Won:

8.2.1 The Company reserves the right to pay out these Winnings / Prize Monies on an annuity basis over a reasonable period of time.

8.2.2 Winners of insured tickets in Category A (Jackpot) Tier and Category B Tier shall, where applicable, split and share their winnings proportionally with Winners from the Underlying Lotteries.

### 8.3 Final Decision-

8.3.1 In the event of a discrepancy between the winning numbers showing on your software and the Company server software, the results published by the official Underlying Lottery shall prevail.

8.3.2 The Company is applying the same principle for 'all' Insured Winning Entries, 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.

8.4. 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.

8.5 The Company assumes no liability for input, transmission, system and/or evaluation errors. Company reserves the right to correct obvious errors or declare affected Game Entries as 'invalid'. Obvious errors may be typos, incorrect pay out numbers, or similar errors that affect the possible or actual Winnings.

8.6 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.

## 9. Placing of Entries, Alterations, Refunds & Cancellations:

### 9.1 Placing an Entry: –

9.1.1 The Entries 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 Game Entries for any Lottery Draw after cut-off time for that specific Lottery Draw, which cut-off time is clearly specified for each Lottery Game on the Play Page. The Website automatically changes over to the next available Lottery Draw 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, whilst he/she was still in the process of placing and /or paying for an Entry, the Company will place all its reasonable efforts to submit that pending Entry into the intended draw, however 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 Entry into the intended draw, any unfulfilled Entries will automatically be entered into the next available draw. Should customers wish to avoid this eventuality Entries should be completed along with the necessary account funding to ensure full payment for said Entries at least 2 hours prior to the advertised draw time and /or cut off time.

Confirmation of your Game Entry will be immediately sent to you by e-mail to your nominated email address and 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.

### 9.2 Cancellation of Game Entries

9.2.1 Due to immediate processing and hedging of all Game Entries upon submission, we are unable to cancel or refund any Game Entry once it has been placed.

9.2.2 We strongly encourage you to carefully review your Game Entry prior to confirming, as all entries are final and non-refundable once submitted. If you believe an entry has been submitted in error or under exceptional circumstances, please contact us via the 'Contact Us' section of our Website, and we will review your enquiry at our sole and absolute discretion

Any such review shall be undertaken purely as a goodwill gesture and does not imply any obligation to cancel, amend or refund an entry. The outcome of any review shall be final, and by submitting a request, you acknowledge that Play UK Internet N.V. shall not be liable for any loss, and that you shall have no right to bring any claim, action, or proceedings in relation to the decision taken.

### 9.3 Refunds

9.3.1 The Company will permit and process a Refund upon the following conditions-

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

9.3.2 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.

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

- a. the Company will ask the player if they wish that the amount to be refunded be credited as a gaming credit to the player's account, if the player so wishes, the amount will be refunded into the player's account balance;
- b. if the Player requests a cash refund, the amount will be refunded via the same payment method the player deposited the amount or via a bank transfer.

### 9.4 Voided Entries

The Company is authorised to, in its sole discretion, void any Game Entries, if:

A. the Company was instructed to place a Game Entry/Entries after the relevant cut-off time or after the start of the relevant Lottery Draw and/or if the Company erroneously accepted an instruction to place a Game Entry/Entries on the Website after the relevant cut-off time or after the start of the relevant Lottery Draw;

B. the Company was instructed to place a Game Entry 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 Game Entry or Lottery Draw and is not able to contact the User to correct the error or confirm the Game Entry prior to the cut-off time;

D. the Company was instructed to place a Game Entry by a User who is involved in any fraud- related activities relating to the placing of the Game Entry, 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 Game Entry by a User who was, at the time of placing the Game Entry, less than 18 years old;

F. in conjunction with any Lottery Draw or lottery-style draw using RNG,, fraud and/or technical and/or human error or unwarranted influence was found or;

G. the Lottery Draw is declared by an Operator in question as being invalid.

## 9.5 Alterations

9.5.1 The Company is unable to alter any Entries submitted by you. The Company is only able to cancel and substitute the value of your Entries with Play Credits or Vouchers. (Please see 9.2 and 9.2.2 hereabove to learn how you may request to cancel a Game Entry).

## 10. Additional Special Provisions relating to Insured Winning Entries

10.1 The Company has and reserves the right to utilise 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 Insured Winning Entry. 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 Insured Winning Entry. These time periods shall, however, be no longer than 30 days from the time that you are notified that you have won an Insured Winning Entry.

10.2 You hereby irrevocably agree:

10.2.1 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 Insured Winning Entry;

10.2.2 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 Insured Winning Entry;

10.2.3 and undertake that you shall sign such releases required by the Insurers as a condition to payment should you win an Insured Winning Entry;

10.2.4 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 Insured Winning Entry within such time periods as are imposed by the Insurers;

10.2.5 that the Insurer may deduct from any Insured Winning Entry prior to payment thereof to you (a) the reasonable costs and expenses incurred by the Insurer in relation to the payment of the Insured Winning Entry (including travel, accommodation, banking and other costs incurred on your behalf whilst establishing suitable arrangements for you to receive the Insured Winning Entry and the transaction costs of transferring the Insured Winning Entry); 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.

10.2.6 that the Insured Winning Entry 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, Entries 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. 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 Entry is placed and the Winnings paid out.

10.3 The Company shall pay you any Insured Winning Entry within 10 working days of receipt of the same from the Insurers or as soon as practicably possible; alternatively, should the Insurers pay you directly, you hereby absolve the Company of any payment obligation to you in respect of the Insured Winning Entry; however, the Company shall have no liability to pay you any Insured Winning Entry if the Insurers fail and/or refuse to pay the said Insured Winning Entry to the Company or to you.

10.4 Neither the Company nor the Insurers shall be liable to pay any Insured Winning Entry 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 Insured Winning Entry to you.

## 11. WINNINGS FOR ENTRIES 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                                               | Euromillones             | 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            | MUSL                        | 1                                          | 2 – 3                                          | 4 – 9                                     |
| Mega Millions Mini* (Special Conditions apply – see below) | Mega Millions            | MUSL                        | 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                                     |
| SuperEnaMax* (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 – 5                                     |
| La Primitiva                                               | La Primitiva             | LAE                         | 1                                          | 2 – 3                                          | 4 – 7                                     |
| El Gordo Primitiva                                         | El Gordo de la Primitiva | LAE                         | 1                                          | 2 – 3                                          | 4 – 9                                     |
| French Lotto                                               | Loto                     | FDJ                         | 1                                          | 2 – 3                                          | 4 – 9                                     |

| Insured Lotto Game                                 | Underlying Lottery               | Underlying Lottery Operator      | Classes in PrizeCategory A(Main Jackpot) | Classes in Prize Category B (Non-Main Jackpot) | Classes in PrizeCategory C(Non-Jackpot) |
|----------------------------------------------------|----------------------------------|----------------------------------|------------------------------------------|------------------------------------------------|-----------------------------------------|
| 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                                  |

### 11.1. WINNINGS IN PRIZE CATEGORY A

11.1.1 The Winnings payable in respect of each Insured Winning Entry 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 Insured Winning Entries 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.

11.1.2 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.

### 11.2. ONLY ONE INSURED WINNING ENTRY IN PRIZE CATEGORY A

11.2.1 If there is only one Insured Winning Entry in Prize Category A, the Winnings payable in respect of the Winning Entry 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 Insured Winning Entry 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 Insured Winning Entry amount to 90,000,000.00 EUR.

Example 2: There is only one Insured Winning Entry 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 Insured Winning Entry amount to 30,000,000.00 EUR.

### **11.3. MORE THAN ONE INSURED WINNING ENTRY IN THE PRIZE CATEGORY A**

11.3.1 If there is more than one Insured Winning Entry in the Prize Category A, the Winnings payable in respect of the Insured Winning Entries in the Prize Category A are calculated based on a "Share Model", consisting of three steps.

1. Calculation of the number of shares:

Number of shares = Number of Underlying Lottery Jackpot Winning Tickets in that Prize Category +  
Number of Insured Winning Entries in that Prize Category

2. Calculation of Size of each share:

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

3. Allocation of Winnings:

1 share per Insured Winning Entry in that Prize Category

Example 3: There are two Insured Winning Entries 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 payout shares, with a size of 30,000,000.00 EUR each. The Winnings payable in respect of each Insured Winning Entry in the Prize Category A amounts to 30,000,000.00 EUR.

### **11.4. WINNINGS IN PRIZE CATEGORY B**

11.4.1 The Winnings payable in respect of each Insured Winning Entry in Prize Category B will depend on the number of the Underlying Lottery Winning Tickets in that Prize Category, the number of Insured Winning Entries 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.

11.4.2 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.

### **11.5. ONLY ONE INSURED WINNING ENTRY IN PRIZE CATEGORY B**

11.5.1 If there is only one Insured Winning Entry in Prize Category B, the Winnings payable in respect of this Insured Winning Entry are calculated as:

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 Insured Winning Entry 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 Insured Winning Entry amount to 9,000,000.00 EUR.

Example 2: There is only one Insured Winning Entry 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 Insured Winning Entry amount to 3,000,000.00 EUR.

#### **11.6. MORE THAN ONE INSURED WINNING ENTRY IN PRIZE CATEGORY B**

11.6.1 If there is more than one Insured Winning Entry in Prize Category B, the Winnings payable in respect of these Insured Winning Entries are calculated based on a Share Model, consisting of three steps:

1. Calculation of the number of shares:

Number of shares = Number of Underlying Lottery Winning Tickets in that Prize Category + Number of Insured Winning Entries in that Prize Category

2. Calculation of Size of each share:

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

3. Allocation of Winnings:

1 share per Insured Winning Entry in that Prize Category

Example 3: There are two Insured Winning Entries 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 payout shares, with a size of 1,000,000 EUR each. The Winnings payable in respect of each Insured Winning Entry in that Prize Category amount to 1,000,000.00 EUR.

#### **11.7. WINNINGS IN PRIZE CATEGORY C**

11.7.1 The Winnings to be paid out in respect of each Insured Winning Entry 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.

11.7.2 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 Insured Winning Entry 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.

#### **11.8. PAYOUT OF PRIZES IN MEGA MILLIONS AND POWERBALL**

For MUSL Mega Millions and Powerball Lottery Draws, the Winner will be paid an amount equal to: (a) a percentage of the Winnings in Prize Category A to reflect that MUSL only pays a percentage 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.

#### **11.9. PAYOUT OF PRIZES IN SUPERENA MAX**

SuperEnaMax is a 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 SuperEna Max 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's

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.

#### **11.10. PAYOUT OF PRIZES IN MEGA MILLIONS MAX / MEGA MILLIONS MINI AND POWERBALL PLUS / POWERBALL MINI**

Mega Millions Max and Powerball Plus 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 be paid out as per section 11.8 above.

#### **11.11 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.

#### **11.12 PAYOUT 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 payout amount of max. 7,300,000.00 USD or a cash lump sum.

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 payout amount of max. 1,040,000.00 USD, or a cash lump sum.

For both Prize Level 1 and Prize Level 2, the payout amount is subject to taxes and, if paid as a lump sum, the published annuity also applies.

#### **11.13. Special Jackpots**

For all games, PlayUKInternet N.V. 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 PlayUKInternet N.V. 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 entries will be insured by the Insurer or Insurer's Group and the payouts of prizes for these Special Jackpots will follow the same rules as the underlying lottery that the particular game is based upon.

#### **11.14 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 Prize. [The secondary terms and conditions may be accessed here.](#)

## **12. Financial Institution:**

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

12.2 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.

## **13. Taxation:**

13.1 Winners should note that if Winnings (whether insured or not) are subject to host-country taxation, such taxation shall be deducted by the Insurer or the Company prior to pay-out to You unless required otherwise by the laws of the host-country, thus You will be placed in the same position as if You had participated or bought a ticket directly in the Underlying Lottery. 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.

## **14. Intellectual Property:**

14.1 You acknowledge and agree that all right, title and interest in the Intellectual Property is and remains at all times our 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.

14.2 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.

14.3 We hereby grant you a license to use our Software strictly and only in order to make use of the 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 to this Agreement.

## **15. Disclaimer:**

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

15.2 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 here.

15.3 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.

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

15.5 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.

vii. 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:

15.5.1 making deposits to his User Account via a third party's card or account;

15.5.2 requesting withdrawals from his User Account to a third party's account;

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

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

15.6 The connection to the Website and the use of the Service/s is under the User's responsibility;

15.7 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:

15.7.1 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;

15.7.2 breach of this Agreement by the User;

15.7.3 collusion and/or criminal actions;

15.7.4 advice provided by the Company;

15.7.5 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

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

15.8 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.

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

15.10 English Language shall prevail:

15.10.1 Please note that you are currently browsing the 2019 edition of the Terms and Conditions, valid from April 16th, 2019.

15.10.2 The official text of the Terms and Conditions shall be maintained by the Company in English. In the event of any conflict between the English and other language versions of this Agreement, the English version shall prevail in determining the spirit, intent, and meaning of these Terms and Conditions.

15.10.3 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.

15.11 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.

15.12 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 payout, 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 Entries that were the subject of such System Error and to request that any money paid out due to such errors is returned back to the Company.

15.12.1 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.

15.13 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.

15.14 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.

15.15 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.

15.16 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.

15.17 This Agreement is subject to and shall be interpreted in accordance with the Laws of Curacao.