### **GAME PLAN**

# concerning the INTERNET TECHNICAL GAME

## KAIZEN GAMING CZ LIMITED TABLE OF CONTENTS

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#### 1. INTRODUCTORY PROVISIONS

- 1.1 This Game Plan sets up conditions for the operation of Technical Game via the internet using the Application. The Technical Game is a game of chance operated in accordance with rules set by Gambling Act, this Game Plan and Terms and Conditions.
- 1.2 Operator of Technical Game is corporation KAIZEN GAMING CZ LIMITED having its registered office at Level G, (Office 1/0402), Quantum House, 75, Abate Rigord Street, Ta' Xbiex XBX 1120, Malta ("Operator").
- 1.3 The Game Plan is binding for the legal relationship between Operator and Participant. Non-familiarity with the provisions of the present Game Plan or any incorrect interpretation thereof shall not render any Bet void, and the fact that the Participant is not familiar with the provisions of the present Game Plan will not be taken into account while resolving any disputes arising in connection with the Technical Game. Participants are obliged to be familiar with the present Game Plan before Placing the Bet. The Game Plan is free for viewing on the website of Operator <a href="https://www.betano.cz">www.betano.cz</a>.
- 1.4 The Game Plan has been approved by the Ministry of Finance of the Czech Republic. All subsequent changes can be made by the Operator based on approval of the Ministry of Finance of the Czech Republic.
- 1.5 The Game Plan must be interpreted in accordance with the provision for the protection of the participants that guarantees fair conditions and equal chance of winning to all Participants, within the meaning of the Section 7 par. 2, subsection c) of Gambling Act.
- 1.6 Operator guarantees all standards for responsible playing of gambling games. Self restricting measures in accordance with the Gambling Act are available on the website of Operator.
- 1.7 The Operator points out that participation in gambling games may be harmful. The Participant shall play gambling games responsibly and carefully, and consider the use of all functionalities of the Application offered by the Operator and individually configure self-limiting measures or reject individually configured measures. The Operator's web page www.betano.cz offers identification and the contact information of institutions focusing on the prevention and treatment of problems related to gambling addictions.
- 1.8 The headings in this Game Plan are used only for the purposes of facilitating orientation within the text of the Game Plan and shall not be used for interpretation thereof.

#### 2 **DEFINITIONS**

2.1 Expressions used throughout the text of the present Game Plan (including Introductory Provisions) starting with capital letters have following meanings unless expressly stated otherwise. The following definitions apply by analogy to the singular and plural of defined terms.

"Operator" refers to the Company specified in Article 1.2;

"Participant" means a natural person registered at the Operator to

participate in a Technical Game , for whom User Account or

Temporary User Account was set up;

"Bet" means a voluntarily determined non-refundable monetary

payment by the Participant which shall be compared to the Result of the Game of Technical Game. Bet is deducted from the

Participant's User Account (or Temporary User Account) at the moment of Placing a Bet;

"Placing a Bet"

means the moment when record of the Game of Technical Game is stored in the Central System of the Operator, but no later than when the Game of Technical Game is launched. After such a moment the participation in the Technical Game cannot be cancelled or recalled.

"Application"

means a computer application available at the Operator's website www.betano.cz, and/ or software mobile application intended for mobile or other devices that allow remote access to the internet, which is used by Participant for Placing Bets via internet;

"Contract"

means an agreement concluded by the Participant with the Operator in order to participate in gambling games by the Operator for an indefinite period, whether under this Game Plan (technical game) or under game plan for other gambling game operated by the Operator;

"Temporary User Account"

means an account, which is temporarily established by the Operator for the Registration applicant. Temporary User Account is valid until Registration (creation of User Account) is completed, but no longer than for a period of 30 (thirty) days. Temporary User Account is used namely as a means to access and participate in gambling games operated by the Operator and to record all financial transactions (i.e. deposits ) and other information regarding participation in the Technical Game and other games of chance which the Operator operates based on basic permit issued by the Ministry of Finance of the Czech Republic;

"User Account"

means an account established for a Participant by the Operator after completing the Registration. To the User Account are recorded financial transactions in accordance with the Game Plan and the Gambling Act. From the User Account the Participant places Bets and Winnings are also attributed to this User Account. The User Account is also used to record all financial transactions (i.e. deposits, Bets, and paid out Winnings) and other information regarding participation in the Technical Game and other games of chance which the Operator operates based on basic permit issued by the Ministry of Finance of the Czech Republic;

"Game Plan"

means this Game Plan approved by the Ministry of Finance of the Czech Republic;

"Game of Technical Game" means a completed process in the sense of § 50 of the Gambling Act, in which after one launch a random process of the game result is created and the Bet is deducted from the User Account at the latest prior to the end of such game.

"Technical Game"

means a game of chance in accordance with § 3, par. 2 letter e) of Gambling Act, operated as an internet game through the Central System. Individual Technical Games operated by the Operator are listed and described in the Special Section

"Result"

means the result of the random process which is generated by

the Random Number Generator within one Game of Technical Game;

"Register"

means the register of natural persons excluded from participation in gambling games under the Gambling Act. It is a non-public information system of public administration, which serves to prevent the access of excluded natural persons to gambling;

"Registration"

means a process including identification and authentication of the identity and age of the registration applicant and verification of other requirements specified in this Game Plan or in the Gambling Act, intended result of which is creation of the User Account;

"Payment Method"

means of payment through which the Participant will transfer monetary funds to the User Account and through which he will accept monetary funds from the User Account and which has been properly registered and verified by the Operator. The transfer may only be carried out by means of an active Payment Method. As a Payment Method the Participant may register:
(i) payment account of which he is the owner and which is kept by an entity which is authorised to provide payment services in a Member State of the European Union or a country that is a contracting party of the Agreement on the European Economic

(ii) payment card of which he is the holder and which has been issued by an entity which is authorised to provide payment services in a Member State of the European Union or a country that is a contracting party of the Agreement on the European Economic Area, or

(iii) a different means of payment of which he is the holder and which has been issued by an entity which is authorised to provide payment services in a Member State of the European Union or a country that is a contracting party of the Agreement on the European Economic Area;

"Central System"

means a summary of technical and software resources for data reception and processing, including a centralised electronic system, used by the Operator for the purpose accepting bets, storing financial and Participant data;

"Special Section"

means a special section to this Game Plan which includes a list of all Technical Games and detailed rules of such Technical Games. The Special Section is an integral part of this Game Plan and any references to the Game Plan are deemed to also include references to the Special Section .

"Random Number Generator" means random numbers generator which generates a random process determining the Result of the Game of Technical Game:

"Winning"

means money, the amount of which is determined by the rules of each individual Technical Game listed in the Special Section , to which the Participant is eligible in case he achieves the Winning Combination if simultaneously all other conditions laid down in this Game Plan are fulfilled;

THIS IS THE TRANSLATION OF THE OFFICIAL VERSION OF THE GAME PLAN. THE ENGLISH VERSION HAS NOT BEEN APPROVED BY THE MINISTRY OF FINANCE! KINDLY REVIEW ARTICLE 16.5. FOR MORE INFORMATION.

"Winning Combination" means such Result of the Game of Technical Game on the basis

of which the Participant is eligible to Winning if simultaneously all other conditions laid down in this Game Plan are fulfilled.

"Winning Ratio" means the statistical value of the average ratio of the amount

of Winnings to the amount of Placed Bets determined on a set

of at least 100,000 games;

"Gambling Act" means the Act no. 186/2016 Coll., On Gambling, as amended;

"AML Act" means Act No. 253/2008 Coll., describing certain provisions

against legalisation of proceeds from criminal activities and

financing of terrorism, as amended;

"Business Terms and Conditions" means business terms and conditions for gambling games operated by the Operator, published by the Operator on

its website www.betano.cz.

#### 3. PARTICIPATION IN TECHNICAL GAME

- 3.1 Technical Game may only be taken part in by Participants who are over the age of 18, have residency within the territory of the Czech Republic, are not included in the Register, entered into Contract with Operator, completed Registration (or for whom Temporary User Account was created, subject to limitations set out in the Gambling Act), are not prevented from participation in Technical Game by their set self-restricting measures, and complied with other conditions of this Game Plan.
- 3.2 The Participant's participation in the Technical Game will be interrupted always after one hundred and twenty (120) minutes, resp. after the period stipulated by the Gambling Act, for a period of at least fifteen (15) minutes, during which the Participant will not be allowed to participate in the Technical Game. In the event that the Bettor does not participate in the Technical Game for at least fifteen (15) minutes, the period of one hundred and twenty (120) minutes, resp. the period stipulated by the Gambling Act, always starts from the beginning. If the maximum time of participation in the Technical Game is reached during the started Game of Technical Game, the Participant's participation in the Technical Game will be terminated only after the end of the started Game of Technical Game.
- 3.3 If the given Technical Game contains bonus games, free-spins, etc., these are considered to be part of one Game of Technical Game within the given Technical Game. If the Participant's cooperation is required during one Game of Technical Game, the Participant 's choice does not affect the Result of Game of Technical Game.
- 3.4 One Game of Technical Game must not be shorter than 2 seconds. During one Game of a Technical Game, the Participant is not permitted to make any additional Bets.
- 3.5 List and rules of individual Technical Games operated by the Operator are included in the Special Section. The Special Section also contains all limits of individual Technical Games, including (i) the minimum and maximum amount of the Bet per one game, (ii) values of the statistical average hourly loss, (iii) the Winning Ratio and (iv) the maximum Winning amount for one Bet (or Game).
- 3.6 The Operator reserves the right to adjust, even in some cases, the amount of the minimum Bet differently from the Special Section. In these cases, the amount of the minimum Bet thus determined takes precedence over the information given in the Special Section. The Operator will inform the Participants about these possible modifications in a suitable way.

- 3.7 In accordance with the Gambling Act, the maximum Winning within one Game of Technical Game may not exceed CZK 500,000.
- 3.8 In accordance with the Gambling Act, the Participant's maximum hourly loss is set at CZK 450,000.

#### 4. REGISTRATION

- 4.1 Only persons who completed the Registration (or for whom Temporary User Account was created, subject to limitations set out in the Gambling Act ) may participate in Technical Game.
- 4.2 Any person who wants to take part in Technical Game operated by the Operator via internet using the Application must fill-in the registration form via the Application with their identification and contact information to the extent set out in the Gambling Act and AML Act (including but not limited to e-mail address and unique mobile phone number) and submit the filled-in registration form to the Operator by using the relevant submission button via the Application. By submission of the filled-in registration form as per the previous sentence the Registration applicant confirms that he has familiarized himself with and consents to: (a) provisions of the present Game Plan, and (b) Business Terms and Conditions. Upon receipt of filled-in registration form the Operator will send a confirmation email to the Registration applicant at which moment the Contract is concluded between such person and the Operator or set up Temporary User Account. A condition for establishing a Temporary User Account is the provision of all identification and contact details in accordance with the Gambling Act and verification that the Participant is not registered in the Register.
- 4.3 Identity of the Participant will be verified in accordance with the rules set out in the AML Act and the Gambling Act.
- 4.4 Within the process of Registration, the Registration applicant must also either set his own individual self-restricting measures to the extent stipulated by the Gambling Act or individually reject such settings. The Operator will allow the Participant to set the following limits for the Live Game: a) maximum Bet amount per 1 day, b) maximum Bet amount per 1 calendar month, c) maximum net loss per 1 day, d) maximum net loss per 1 calendar month, e) maximum number of log-ins to the User Account per 1 calendar month, f) daily log-in duration into the User Account until it is automatically logged out, g) duration for which the Participant is not allowed to participate in a game at the Operator after the Participant logs out of its User Account. For purposes of gambling games operated by the Operator, net loss refers to the amount in the given day or calendar month within the specific gambling game type for which the self-restricting measure is configured that represents the difference between the sum of Bets of the Participant and the sum of Winnings of the Participant. The Operator must not let the Participant set self-restricting measures as specified herein in Article 4.4. to apply only to some of the games within the given gambling game type. If allowed by the characteristics of the self-restricting measure, the Operator may allow the Participant to set a certain self-restricting measure to apply to multiple types of gambling games
- 4.5 In the process of Registration the participant is also required to register his Payment Method by the Operator and this method must be verified by the Operator.
- 4.6 For the purpose of registering a Payment Method the Participant is obliged to provide to the Operator a number or other unique identifier of the Payment Method, i.e.:
  - for registering a payment account as the Payment Method the Participant presents to Operator the number or other unique identifier of the payment account they are an owner of, that is managed by a person authorised to

- provide payment services within a Member State of the European Union or country which is contracting party of the Agreement on the European Economic Area:
- for registering a payment card or other means of payment as the Payment Method the Participant presents to Operator the number or other unique identifier of the payment card or other means of payment they are a holder of, issued by a person, authorised to provide payment services within a Member State of the European Union or country which is contracting party of the Agreement on the European Economic Area;
- 4.7 For the purpose of verifying the registered Payment Method the Participant is obliged to present to the Operator supporting documents on the basis of which it will be possible to identify the Participant as the owner or holder of the Payment Method. Verification of the registered Payment Method may occur in one of or combination of the following ways:
  - through online transaction, i.e. through the transfer of monetary funds, using the appropriate functionalities within the Application;
  - by providing documentation (such as current account agreement, account statements, online banking statements) verifying that the Participant is the owner of the payment account or holder of payment card or other means of payment, by sending it using the Application, or in another way stated by the Operator.
- 4.8 In the case that the Participant does not meet the conditions set by Operator for the purpose of Payment Method verification within the time period set by Operator, Operator will reject the registration of this Payment Method.
- 4.9 Every Participant may register and verify several different Payment Methods, however, only one Payment Method may be active at a time.
- 4.10 The Registration applicant is completely responsible for the veracity and accuracy of all data communicated to the Operator in the process of Registration.
- 4.11 Registration will be completed only after (i) satisfaction of conditions under clauses 4.2 to 4.7 and then, as soon as (ii) the Operator remotely verifies via the Ministry of Finance of the Czech Republic (a) the identity and age of the Registration applicant and (b) whether such person is not listed in the Register. No User Account or Temporary User Account may be established for a person registered in the Register.
- 4.12 Until completion of the Registration process, and provided the Registration applicant provides the Operator with at least his identification and contact details specified in the Gambling act, the Operator will set up a Temporary User Account for the Registration applicant with effect from when the Contract has been concluded. Under the Temporary User Account the Registration applicant is able to participate in Technical Game for a maximum period of 30 days from when the Temporary User Account was created. During the period of validity of the Temporary User Account the Participant may deposit into the Temporary User Account funds in the maximum total amount of 3,000 CZK (sum of individual Deposits). From the Temporary User Account it is not possible to withdraw deposited funds or Winnings. If the Registration process is completed within 30 days from the start of the Registration process, the Operator will create the User Account for the Participant and transfer all funds from the Temporary User Account into the User Account.
- 4.13 If the Registration process is not completed within 30 days from when the Temporary User Account was created, the Operator will not create the User Account for the Participant, will cancel the Temporary User Account and will return any unused

deposit to this person within 7 days from the date of cancellation of the Temporary User Account. The unused deposit will be returned by the Operator to the payment account specified by the Participant during the Registration process. If no payment account was provided during the Registration process, the Participant will be requested to provide the Operator, within fourteen (14) days of such request, with the identification of a payment account where the unused deposit from the User Account will be sent after the Participant is verified as owner of such payment account. If no verified payment account is provided as per the preceding sentence, the unused deposit will be returned to the Participant in the form of a postal order sent to the address listed by the Participant in the registration form. Costs charged by the shipping company for delivery of the outstanding balance using a postal money order will be borne by the Participant and will be deducted from the unused deposit on the Temporary User Account. If such costs exceed the value of the unused deposit, the Operator is not obligated to send the outstanding balance via a postal money order to the Participant, taking into account the difference between the amount of the unused deposit and these delivery fees. The Operator will inform the Participant about this fact.

- 4.14 By entering into the Contract, the Participant agrees with the processing of his personal details which he provides to the Operator in connection with the Registration and participation in the gambling games operated by the Operator. The personal data processing will be conducted by the Operator in accordance with legal regulations regarding the protection of personal data.
- 4.15 Upon completion of the Registration and creation of the User Account, the Participant can participate not only in Technical Game but also in other games of chance which the Operator operates based on basic permit issued by the Ministry of Finance of the Czech Republic, provided that the Participant complies with conditions set out in Operator's game plans for such other games of chance.
- 4.16 In the event that the Participant has entered into a Contract and completed the Registration process under Operator's game plan for another game of chance which the Operator operates based on basic permit issued by the Ministry of Finance of the Czech Republic, the Participant is also entitled to participate in Technical Game, provided that he complies conditions set out in this Game Plan.
- 4.17 The Participant is entitled to terminate the Contract, without giving a reason, by written notice sent to the Operator. The notice period is fourteen (14) days and will run from the day following the day delivery of notice to the Operator. Prior to giving notice, the Participant must withdraw all funds from his/her User Account via a request submitted by email to podpora@betano.cz and at the same time all his/her Bets must be evaluated by the Operator according to the rules of this Game Plan. Otherwise, the termination will not be taken into account.
- 4.18 The Operator is entitled to terminate the Contract in writing by written notice sent to the Participant for one of the following reasons:
- (i) a breach of conditions or obligations by the Participant set out in the Contract, this Game Plan, Business Terms and Conditions, the Gambling Act, the AML Act, and/or other laws which relate to his participation in gambling games operated by the Operator based on a basic permit,
- (ii) incorrect or untrue information provided by the Participant during the Registration process,
- (iii) fraudulent action, resp. attempt of such action.
- (iv) failure to return funds after erroneous crediting of Winning into Participant's User
- (vi) inappropriate behavior when communicating with the Operator or other participants (e.g., via the Application),
- (vii) death of the Participant,
- (ix) no activity on the Participant's User Account for a period longer than twelve (12)

months; provided that, among others, deduction of funds from the Participant's User Account to settle Participant's debt to the Operator, or settlement of fees and expenses incurred by the Operator in accordance with this Game Plan, will not be considered to be an activity on the Participant's User Account,

- (x) not reporting changes in the identification and contact data provided by the Participant during the Registration,
- (xi) failure to provide the required cooperation to ensure the Operator meets its obligations arising from the AML Act,
- (xii) substantial breach of mutual trust between the Participant and the Operator due to actions of the Participant,
- (xiii) provision of personal login data, or provision of access to the User Account or Temporary User Account to a third party by the Participant, or accessing (or attempting to access) a User Account, or Temporary User Account, of another Participant by the Participant,
- (xiv) influencing, or attempting to influence, the result of the gambling game by the Participant.
- (xv) misuse of means of payment of a third party by the Participant.

The notice period is fourteen (14) days and will run from the day following the day delivery of notice to the Participant. In the notice the Operator will always specify the reason for termination of the Contract or the User Account.

4.19 On termination of the Contract by the Operator, the Operator will return to the Participant the remaining balance on the Participant's User Account within 7 days from the date of termination of the Contract. The balance will be returned by the Operator to the registered payment account. If no payment account was registered by the Participant, the Participant will be requested to provide the Operator, within fourteen (14) days of such request, with the identification of a payment account where the remaining balance from the Account will be sent after the Participant is verified as owner of such payment account. If no verified payment account is provided as per the preceding sentence, the balance will be returned to the Participant in the form of a postal order sent to the address listed by the Participant in the registration form. Costs charged by the shipping company for delivery of the outstanding balance using a postal money order will be borne by the Participant and will be deducted from the unused deposit on the Temporary User Account. If such costs exceed the value of the unused deposit, the Operator is not obligated to send the outstanding balance via a postal money order to the Participant, taking into account the difference between the amount of the unused deposit and these delivery fees. The Operator will inform the Participant about this fact.

#### 5. USER ACCOUNT

- 5.1 Within the Registration process, each Participant is assigned with his personal access data, more specifically an identification username and password, which will allow the Participant to log into the Temporary User Account or User Account, and that the Participant is always obliged to correctly fill out these data in order to log into his Temporary User Account or User Account. Participant is entitled to update his password, under security conditions predefined by the Operator which are clearly defined and follow general best practices. Participant is obliged to handle his access data in such a way as to prevent their misuse or access by anyone else. Operator is not liable for any misuse of the access data of the Participant.
- 5.2 Once the Registration has been concluded, the User Account will be set up for the Participant.
- 5.3 The User Account is also used to record all financial transactions. Participant has, via his User Account, unlimited access to the information on the state of his User Account, on deposited monetary funds, paid Winnings and evaluated Bets.

- 5.4 Each Participant is only allowed to have one Account with the Operator. The Participant who has concluded a Contract with the Operator and has successfully completed the Registration, cannot register again under a different name or participate in Technical Game on behalf of another person. In case of violation of this provision, the Operator is entitled to declare as void all Participant's Bets, refund any deposits and terminate the Contract.
- 5.5 The monetary funds deposits to the User Account may only be carried out by way of cashless transfer of the monetary funds using the active Payment Method.
- 5.6 Operator is entitled to return to the Participant any monetary funds transferred to the User Account in conflict with this Game Plan or with the Gambling Act. Any costs associated with the return of the monetary funds shall be borne by the Participant. To cover such costs, Operator may use the funds in the User Account. If the Account gets into overdraft, this will be noted as a debt of the Participant towards the Operator that the Participant is obliged to immediately pay to the Operator. The Operator is entitled to refuse to perform any operations requested by the Participant until the debt is settled. If the Participant fails to meet this obligation, the Operator reserves the right to withdraw from the Contract and use all legal means available to recover the debt.
- 5.7 Withdrawals of monetary funds from the User Account may only be carried out by way of cashless transfer of the monetary funds using the active Payment Method.
- 5.8 If the Operator concludes that the Participant repeatedly deposits or withdraws monetary funds to/from the User Account without ever participating in Technical Game, Operator is authorized to suspend any further deposits or withdrawals of funds associated with such User Account, and is authorized to inform the competent authorities about that, according to the AML Act.
- 5.9 The Participant may not use the funds in the User Account for any other purposes than this Game Plan permits. In the case the Participant repeatedly breaches this obligation, the Operator shall be entitled to compensation of costs incurred in connection with such breach, in the flat-rate amount of 10% from the relevant deposit and 10% from the relevant withdrawal. To cover such costs, the Operator may use the funds in the User Account. If the User Account gets into overdraft, this will be noted as a debt of the Participant towards the Operator that the Participant is obliged to immediately pay to the Operator. The Operator is entitled to refuse to perform any operations requested by the Participant until the debt is settled. If the Participant fails to meet this obligation, the Operator reserves the right to withdraw from the Contract and use all legal means available to recover the debt.
- 5.10 Limits for Deposits to and Withdrawals from the User Account for individual payment methods:

Payment method	Minimum deposit	Maximum deposit	Minimum withdrawal	Maximum withdrawal
Payment card	10 CZK	999,999 CZK	-	-
Bank transfer	No limit	No limit	No limit	No limit
Paysafe	10 CZK	24,000 CZK	100 CZK	100,000 CZK
Skrill	1,000 CZK	100,000 CZK	100 CZK	100,000 CZK
Skrill 1-tap	1,000 CZK	100,000 CZK	-	-

Neteller	1,000 CZK	100,000 CZK	100 CZK	100,000 CZK

5.11 The Operator may decide that certain Payment Methods will be temporarily unavailable with the exception of the Payment method via ban transfer which will be accessible anytime. An overview of available Payment Methods will be available at Operator's website at www.betano.cz

5.12 If the Participant will be registered in the Register, he will not be permitted to log-in and use his User Account while registered in the Register. Such participants may request information concerning the User Account, such as, for example, information about the Placed Bets and their evaluation, via customer chat or helpline. Details of customer chat and helpline are published on the Operator's website www.betano.cz. If the Participant is registered in the Register, he may request a withdrawal of any funds from his User Account only via electronic email sent to podpora@betano.cz and/or through available communication channels via the Application.

#### 6. PLACING OF BETS

- 6.1 The Participant can participate in the Technical Game only through the Application. List and rules of individual Technical Games operated by the Operator are included in the Special Section .
- 6.2 The Participant can Place a Bet only after the successful login into the Application and the proper completion of his username and password.
- 6.3 For each Participant the Central System maintains an overview which demonstrates participation of the Participant in the individual Technical Games. Each Participant can access the overview in the Application to view all Bets for the individual Technical Games of the Participant.
- 6.4 The Application offers a special section for each individual Technical Game where the Participant may use the info feature and where the Participant may learn how to control the respective Technical Game and understand its rules. Should there be a discrepancy between the given info instructions and the rules of the respective Technical game specified in this Game Plan, the provisions of this Game Plan shall prevail. Terminology used in the info feature and in this Game Plan (including the Special Section) with respect to a particular Technical game may slightly differ; however, the meaning is always clearly maintained. The gaming currency is CZK and the amounts of Bets for individual Technical Games are always shown in this currency. Should the Participant experience any discrepancies or doubts in terms of the meaning or explanation of the instructions provided by the info feature or the terminology used in this Game Plan (including the Special Section), the Participant is obligated to contact the Operator and ask for clarification.
- 6.5 The Operator has the right to suspend accepting of Bets on any Technical Games without giving a reason, provided it is in compliance with provisions of Section 7, par. 2 c) of the Gambling Act.
- 6.6 If any interruption of the already started Game of Technical Game occurs from the side of the Participant (eg internet connection failure), depending on the nature of the Game of Technical Game it will either complete automatically or it will remain in the played phase and the Participant will be able, by restarting such Game of Technical Game, to return to the phase when he left such Game of Technical Game and finish it. The Participant will find the Result of the automatically completed Game of Technical Game

in the transaction history of his User Account.

6.7 If any interruption of the already started Game of Technical Game occurs from the side of the Operator (e.g. a technical fault of the Central System) before Result of such Game of Technical Game is recorded in the Central System, the Bet will be returned to the Participant. On the other hand, if such interruption occurs after the Result of Game of Technical Game is recorded in the Central System, the Participant will find this Result of Game of Technical Game in the transaction history of his User Account.

#### 7. RIGHT TO WINNINGS

- 7.1 The Participant shall be entitled to Winnings in the case that following conditions are fulfilled simultaneously:
  - this Game Plan and the Gambling Act have not been violated in any way, and
  - the Result of Game of Technical Game corresponds to a Winning Combination described for the relevant Technical Game in the Special Section.
- 7.2 In case of doubt about the Winning, the record of the Result of the Game of Technical Game in the Central System is always decisive.

#### 8. WINNINGS PAY-OUT

- 8.1 In case of fulfilling all conditions mentioned in article 7 of this Game Plan, the Winning shall be paid out to the Participant's User Account immediately, however no later than in 60 days from when all such conditions have been met.
- 8.2 Winning is paid out when it is credited to the Participant's User Account.
- 8.3 In the case that the Winnings is paid out to the Participant's User Account unjustly, the Operator has the right to deduct such unjustly paid-out Winnings from the Participant's User Account, even without his consent. The Participant will be demonstrably informed about this deduction. If, in this way, the User Account gets into overdraft, the Participant is obliged to settle the debt within 7 days at the latest. Operator has the right to refuse carrying out operations requested by the Participant until the debt is settled. In the case that the Participant does not meet his obligation in the specified deadline, the Operator reserves the right to terminate the Contract and use all available legal means to recover the debt.
- 8.4 The Operator has the right to suspend the pay-out of monetary funds from the User Account, if there is a suspicion about the lawfulness of the Participant's Bet, for a period of 60 days after the request for payment of monetary funds from the Participant's User Account.
- 8.5 The Operator is entitled to suspend the pay-out of Winnings and monetary funds from the User Account in the case that participation on Technical Game has been evaluated as a suspicious transaction within the meaning of the AML Act, for a period set out in the AML Act.

#### 9. CLAIMS

9.1 Participants are entitled to file well-founded claims within 6 (six) months of the occurrence of the decisive fact which is the reason for the claim, where each due claim must be delivered to the Operator no later than on the last day of that period. This does not affect the provisions of Section 10, par. 6 of the Gambling Act, unless the Winning

was deposited automatically.

- 9.2 A complaint must always contain the full name and surname, the mailing address of the Participant, the sufficient identification of the particular Technical Game and the specific Game of Technical Game being complained about and precise and complete description of the facts being complained about.
- 9.3 Operator shall investigate claims that meet the requirements stipulated herein in Article 9 and notify the Participant of the outcome within thirty (30) days from its receipt. The decisive data for evaluation of claims are those stored in the Operator's Central System.
- 9.4 Participant is obliged to deliver his claim to the address: stiznosti@betano.cz. Receipt of the claim will be confirmed immediately by the Operated via an automatically generated e-mail.
- 9.5 Claims lodged after the period above mentioned in this Article 9 or lodged in a manner other than that laid down in this Article 9 shall be disregarded, of which the Participant will be informed.
- 9.6 If the Participant is not satisfied with the manner in which the complaint was handled, he has the right to out-of-court dispute resolution in accordance with the applicable consumer protection legislation (in particular Act No. 634/1992 Coll.,on Consumer Protection, as amended), which is initiated at the request of a Participant filed with the Czech Trade Inspection. Contacts and more detailed information can be found on the following website: <a href="https://www.coi.cz">www.coi.cz</a>.

#### 10. PERSONAL DATA

10.1 The Participant acknowledges that in accordance with the AML Act, the Gambling Act, as well as other applicable laws and regulations the Operator is obliged to comply with, the Operator is obliged to collect and store personal information belonging to Participants, the provision of which is required in order to properly operate the Technical Game, and in accordance with the Gambling Act and the AML Act. The Operator implements all the necessary measures in order to ensure the security and privacy of Participants' personal data in compliance with valid legal regulations on personal data protection. The Operator's Privacy Notice is available on the Application

#### 11. FINAL PROVISIONS

- 11.1 This Game Plan, the Business Terms and Conditions, and any other document published by the Operator in connection with the operation of Technical Game are binding for all Participants of Technical Game and for the Operator. The Participant is obliged to comply also with all generally binding laws and regulations that apply to his participation in Technical Game.
- 11.2 In case of any discrepancy between the terms of this Game Plan on one hand and the Business Terms and Conditions, and any other document published by the Operator in connection with the operation of Technical Game on the other, the terms of this Game Plan shall prevail. In the cases not provided by this Game Plan or in the event of disputes caused by different interpretation hereof the Participant must submit to the decision of the Operator and such decision is binding for the Participant.
- 11.3 If it will not be possible to amicably settle any dispute arising from this legal relationship between the Operator and the Participant, it shall be settled by the courts of the Czech Republic which have jurisdiction over ratione *loci* and *ratione materiae* under

the relevant legislation of the Czech Republic. The determining law will be the law of the Czech Republic.

- 11.4 Operator undertakes to keep all the data based on the legal relationship Operator vs. Participant confidential, except in cases provided by the law of the Czech Republic, and also with the exception of the cases when the Participant gives written consent to the Operator with the publishing of such data, i.e., he will free the Operator from the non-disclosure obligation. The non-disclosure obligation of the Operator cannot be lifted before it is known whether the Participant obtained a Winning as per the Game Plan.
- 11.5 The Operator explicitly states, and the Participant agrees that this document is just English translation of Czech version of the Game Plan. Unlike the Czech version of the Game Plan, this translation is not official document and has not been approved by the Ministry of Finance of the Czech Republic. In case that the English translation states or could be interpreted in any different way than the Czech version of the Game Plan, the Czech version of the Game Plan will always prevail