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***Terms for Online Participation***

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Valid from 1 April 2019

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## **A. General provisions**

### Art. 1 Scope

1.1 Swisslos provides players with the option of participating in specific products (Swiss Lotto, Joker, EuroMillions plus 2nd Chance, Super-Star, Sporttip, online instant ticket products "Clix", online Bingo and Jass products via an Internet Gaming Platform ("ISP") made available by it. These Terms for Online Participation govern participation in these products in the Swisslos Contract Territory<sup>1</sup> .

1.2 These Terms for participation via Internet/mobiles (subsequently "Terms for Online Participation ") supplement the Terms and Rules of the individual products. If there is any conflict with these latter Rules, the Rules herein take priority as special regulations.

## **B. Registration**

### Art. 2 General principles

2.1 Internet access to the products through the ISP is available to anyone who registers with the ISP via the Internet (it is not possible to register via SMS). Only natural persons of at least 18 years of age and residing or habitually resident in the Swisslos Contract Territory may register. In addition, no blocks or exclusions with the meaning of Art. 80 of the Federal Act on Gambling or Art. 42 of the corresponding ordinance may apply.

2.2 Each person may register on the ISP once only and may only play via their own account.

### Art. 3 Access to chargeable games

3.1 Registration enables Internet/mobile access to all Swisslos products available via the ISP.

#### 3.2 Player data required for registration

Players must provide the following data when registering: title, last name, first name, street and house number, postcode, town/city, canton, date of birth, e-mail address, as well as a user name and password. Swisslos reserves the right to verify the correctness of this data at any time and to bar any player who does not satisfy (or no longer satisfies) the registration requirements.

Players must enter their correct address in the Swisslos territory on the dedicated registration page (access via [www.swisslos.ch](http://www.swisslos.ch)). Subsequently, the following additional data must be entered:

- date of birth;
- e-mail address. This will be checked via the double opt-in process and used by the ISP for unambiguous identification of the registration. Unblocked access, prize notifications, etc. are also communicated via this e-mail address;

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<sup>1</sup> ZH, BE, LU, UR, SZ, OW, NW, GL, ZG, SO, BS, BL, SH, AI, AR, SG, GR, AG, TG, TI, FL

- user name/password.

#### Art. 4 Verification of the data provided

4.1 All registrations will be checked against address databases. Players found in this database and who satisfy the conditions of registration will be registered.

Players who cannot be unambiguously identified in the address databases on the basis of their personal data will be required to provide proof of age and/or address.

Provided that the data verification carried out by Swisslos shows that the registration requirements have been satisfied, players will be registered.

#### Art. 5 Changes to registered data

5.1 Players may change the name in their profile. After entering a name change, they must send in or upload a copy of their family record book for verification purposes. On receipt of the copy of the family record book, Swisslos will decide if the change satisfies requirements.

5.2 Players may change the address in their profile. After the change of address has been entered, Swisslos will decide if it satisfies requirements. If this is the case, it will be accepted; otherwise the player will be required to provide proof of the change of address.

5.3 The player may change their e-mail address. The new e-mail address is checked via the double opt-in process.

5.4 Players may enter, change or delete the mobile telephone number in their profile. Only valid Swiss and Liechtenstein mobile telephone numbers will be accepted. After the mobile telephone number has been entered or changed, players will receive an SMS on this newly entered number which they must acknowledge by sending the text "REG" to the number 4545. After this text has been received by the above-mentioned number, the mobile telephone number that the player has entered or changed is deemed verified and may now be used to subscribe to prize notifications, jackpots, etc.

5.5 Subscribed services are subject to the current terms and charges published by Swisslos on [www.swisslos.ch](http://www.swisslos.ch); charges will be debited directly to the mobile telephone bill.

5.6 Swisslos reserves the right to delete from the player profile any mobile telephone number that is no longer valid.

### **C. *Wallet***

#### Art. 6 Creation of a wallet

After registration, a wallet is created for the player. Game credits can be loaded into this wallet for participation in the products available via the ISP.

#### Art. 7 Purchase of game credits

7.1 There are various online payment options (accessible via a link) available to players for purchasing game credits, or they can do so using orange or red payment

slips. These game credits are credited to the wallet created at registration. Game credits cannot be purchased for the wallet via SMS.

7.2 Within a period of 30 days, a player may purchase game credits for a maximum of CHF 10,000. This period is calculated retroactively from the date of the most recent purchase.

7.3 Players may only purchase game credits for as long as the game credits accumulated in their wallet do not exceed the amount of CHF 9,999. However, regardless of whether this limit is reached, any prizes or refunds may be credited as game credits to this wallet at any time; the same applies to game credits received as promotions. The relevant wallet balance is that stored on the server.

7.4 If payments into the wallet reach or exceed the sum of CHF 30,000.00 within a 365-day period, Swisslos must meet special due diligence obligations based on the Anti-Money Laundering Act. In addition to last name, first name, date of birth and residential address, Swisslos must also establish the nationality, and both record and confirm who the economic beneficiary of the transferred assets is. Furthermore, Swisslos must clarify the origin of the deposited assets, the source of the player or economic beneficiary's assets, and also the business activities of the player or economic beneficiary. Until these investigations have been completed, any prizes or game credits cannot be paid out.

7.5 Within the limits stipulated in these provisions, game credits accumulated through prizes, refunds or payments may be freely used by players to participate in the products available via the ISP. With regard to game credits accumulated through promotions, the restrictions imposed in connection with the respective promotion will apply. Used game credits will be deleted (i.e. debited) from the wallet. Game credits are personal and non-transferable.

## Art. 8 Credits

Game credits may be accumulated in the wallet through

- prizes credited (Art. 25 and 26);
- refunds;
- amounts credited under promotions (Art. 30).

## Art. 9 Repurchase of game credits

Game credits or parts thereof may be repurchased. The corresponding amount will be transferred to the Switzerland- or Liechtenstein-based bank or post office account held in the name of the player.

Game credits accumulated under promotions (free game credits) cannot be paid out.

Prizes or refunds that are credited to the wallet can be paid out to a Switzerland- or Liechtenstein-based bank or post office account within 180 days.

Game credits can be paid out to a Switzerland- or Liechtenstein-based bank or post office account twice, free of charge, within 365 days. From the third occasion onwards, Swisslos reserves the right to charge a commission of 3%.

Players who are subject to a block or an exclusion order have no entitlement to the reimbursement of their game credit, prizes or refunds.

When accounts are closed and for payments made for reasons other than prize winnings or refunds and in both cases involving an amount of CHF 5,000 or more, spread over one or several transactions with payment to be made to the player's payment account within a period of thirty days, Swisslos must ascertain the player's last name, first name, date of birth, address and nationality and obtain confirmation that the player is the beneficial owner of the prize. Payout cannot take place until these conditions have been met.

A legitimately requested payout will be transferred within 5 to 10 working days.

#### Art. 10 Expiry of game credits

In principle, game credits in a wallet have no expiry date. Wallets not registering any movements for more than 2 years will be liquidated by Swisslos and the corresponding amount will be transferred to a Switzerland- or Liechtenstein-based bank or post office account held in the player's name. If this is not possible, the amount expires without any right of substitution after a further two years and is used for the charitable purpose supported by Swisslos.

### **D. *Blocked access***

#### Art. 11 Access blocked at the player's instigation

A request to block personal access to the products available via the ISP can be made directly via the Customer Service Centre (Art. 34) during business hours. While the ISP is available, players may also themselves block their own personal access in the "Limits & blocking" section. In both cases, this can be done on a product-specific basis for 1 - 180 days. Such voluntary blocking periods cannot be cancelled before the date set.

#### Art. 12 Releasing passwords

Access is blocked if the wrong password is entered three times. Players can request that their passwords be released via their user name or e-mail address. In such a case, a link for setting a new password will be sent to the last e-mail address provided. This e-mail can also be triggered by the Customer Service Centre upon request.

#### Art. 13 Access blocked by Swisslos

At any time and without specifying the reasons, Swisslos is entitled to block a player's access to the products available via the ISP if it objectively judges this measure to be appropriate. Access will in any case be blocked if the conditions for an exclusion pursuant to Art. 80 of the Federal Act on Gambling are satisfied or if registration requirements are no longer satisfied.

### **E. *Termination of right of access***

#### Art. 14 By the player

14.1 Players may at any time terminate their right of access to the ISP by deactivating the registration and thus closing the wallet. Registration is terminated by executing the "Close account" command (under the "Profile" menu). Termination is only possible if the following conditions have applied for 48 hours:

- The wallet no longer contains any game credits or unredeemed coupons. If the wallet still contains game credits, they will be repurchased as stipulated in Art. 9. Any promotional credit expires.
- There are no outstanding tickets for picks still to be played in one or more draws or bets.
- There are no purchased, outstanding unplayed online instant ticket products "Clix", no open online Bingo product games and no matches still running under a Jass product.
- There are no outstanding tickets with prizes not yet paid out or with Replay prizes not yet redeemed.
- Any Abo Nonstop subscriptions will be automatically cancelled on termination of right of access.

14.2 Players may also choose solely to terminate the option to receive prize notifications, jackpots, etc. by SMS. This is done by deselecting the corresponding messages in the player's profile. Deletion of the mobile telephone number can also be requested via the Customer Service Centre (Art. 34) during business hours. Players cannot delete their mobile telephone number from their profile themselves.

#### Art. 15 By Swisslos

At any time and without specifying the reasons, Swisslos may terminate right of access to the ISP by cancelling the registration and closing the wallet. Termination will be effective as long as the following conditions have been satisfied for 48 hours:

- There are no outstanding tickets for picks still to be played in one or more draws or bets.
- There are no purchased, outstanding unplayed online instant ticket products "Clix", no open online Bingo product games and no matches still running under a Jass product. Swisslos reserves the right to automatically evaluate any instant tickets (Clix) which have been purchased but not yet played out in full.
- There are no outstanding tickets with prizes not yet paid out or with Replay prizes not yet redeemed. Swisslos reserves the right to automatically redeem replay prizes.
- Any Abo Nonstop subscriptions will be automatically cancelled on termination of right of access.

If at the time of entry into force of the termination instigated by Swisslos the wallet still contains a credit balance, Swisslos will liquidate the wallet and pay the balance out to the player (see Art. 9). Any coupons not redeemed will be forfeited.

An Abo Nonstop subscription that has been suspended for more than 180 days will be automatically cancelled by Swisslos via the system. An Abo Nonstop subscription that has been cancelled for more than 180 days will be deleted, i.e. removed from the subscription status list.



## **F. Participation**

### Art. 16 Conclusion of the Gaming Contract

16.1 Participation in products offered via the ISP is open to those persons who have concluded a corresponding Gaming Contract with Swisslos. Such a contract is deemed to have been concluded if

- the player is registered and has acknowledged acceptance of the Terms and Rules in force for the respective product and the Terms for Online Participation,
- the player has consented to the privacy policy (only applies to players from the Principality of Liechtenstein),
- the stake for the respective transaction or play request has been placed,
- the participation transaction data have been transferred via web interface to Swisslos, the product has been bought and participation has been recorded on the Swisslos host in accordance with the regulatory provisions and
- a corresponding entry confirmation ticket has been generated on the ISP.

In respect of sports bets, Swisslos reserves the right to refuse to conclude a Gaming Contract without specifying the reasons or the right to stipulate certain conditions for the conclusion of a Gaming Contract (e.g. a limit on the amount of the stake, restrictions regarding the matches to be played).

16.2 If an Abo Nonstop subscription is concluded, in addition to the entry confirmation ticket a subscription ticket is generated and stored in the player's ticket archive under "Jackpot subscriptions". Subscription tickets contain the following information in particular:

- the type of subscription (only for Abo Nonstop);
- subscription status;
- the link to the individual entry confirmation tickets; as well as
- a unique identification code (=subscription number).

16.3 The provision of Art. 20 remains unaffected.

16.4 In concluding a Gaming Contract with Swisslos, the player recognizes unreservedly these Terms for Online Participation as well as all other Swisslos provisions applicable to participation in the products listed in Art. 1.

### Art. 17 Submission of participation data

17.1 The player will submit his participation data within the stipulated periods via the Internet.

Entries on the Internet play slips will be controlled by the ISP via the dialog. Markings must be entered via the user interfaces. Incomplete Internet play slips cannot be played.

In the case of subscription plays, the corresponding entry confirmation ticket on the ISP is definitive, not the ticket issued for the purchased subscription.

17.2 It is the sole responsibility of the player to submit the participation data correctly. Incomplete data (e.g. missing crosses) may need to be corrected.

17.3 With regard to participation in online instant ticket products "Clix", online Bingo or Jass products, the sole legitimate products are the online instant ticket products "Clix", online Bingo and Jass products on the Swisslos website [www.swisslos.ch](http://www.swisslos.ch) which are issued or allocated by Swisslos in accordance with the General Terms of Participation in Online Instant Ticket Products "Clix", the General Terms of Participation in Online Bingo Products and the Rules of Play and Terms of Participation in Jass.

17.4 Players must fully play out every purchased online instant ticket product "Clix" in accordance with the applicable General terms of Participation on the instant ticket. An online instant ticket product "Clix" is deemed to have been fully played out when the result (win or loss) has been established. If a player purchases an online instant ticket product "Clix" but does not play it out in full, when that online instant ticket product "Clix" is next called up on the ISP, the status when the player left the respective page will be shown. If the most recently purchased online instant ticket product "Clix" has not been played out in full, it will automatically be evaluated by the ISP Gaming System after no later than 90 days (see Online Instant Ticket Products "Clix": General Terms of Participation).

17.5 The correct playing of online instant ticket product "Clix", online Bingo and Jass products is controlled by the ISP via the dialog.

17.6 Swisslos reserves the right to amend or delete existing modes of participation and instructions and/or to introduce new ones.

## Art. 18 Storage of completed Internet play slips

### 18.1 Lotteries

Internet play slips for individual picks and system plays can be stored and reused. A stored play slip does not in any way constitute proof of participation in a draw.

### 18.2 Sports bets

Internet play slips for Sporttip bets cannot be stored and reused.

## **G. Stake and limits**

### Art. 19 Payment of the stake

19.1 In respect of Internet Games, the total stake per transaction or play request is debited from the player's wallet on the ISP when the data are sent via the respective interface to Swisslos. In the case of a subscription play under an Abo Nonstop subscription, participation per Swiss Lotto, Joker, EuroMillions plus 2nd Chance or Super-Star draw is considered to be one play request. Accordingly, the stake is only debited from the wallet for the subsequent draw.

The amount of the price per online instant ticket product "Clix", online Bingo or Jass product is defined separately for each product and laid down in the respective Game Rules.

19.2 If there is an insufficient balance in the wallet to cover the complete transaction or order request, the corresponding play slip(s) cannot be played and the wallet will not be debited.

In the case of a subscription play under an Abo Nonstop subscription, this means that if there is an insufficient balance in the wallet for the subsequent play request, the subscription will be provisionally suspended. As long as they have not previously cancelled the subscription via the Customer Service Centre (Art. 34), players will receive a balance mail via e-mail, inviting them to purchase game credit in accordance with the provisions of Art. 7.1 to Art. 7.3 in order to continue participation under the Abo Nonstop subscription. In case of insufficient coverage, this balance mail will be sent only once for each subscription until such time as payment has been made. If the player misses more than one consecutive draw owing to insufficient coverage, the corresponding subscription will need to be manually reactivated. Players following this invitation and purchasing game credit will be notified by e-mail if they have further Abo Nonstop subscriptions which are no longer active. Players will be referred to the "Jackpot subscriptions" menu, where they will find an overview of the status of their Abo Nonstop subscriptions and be able to reactivate them. Subscriptions may only be reactivated if the balance in the wallet is sufficient for at least one entry. Players may reactivate a suspended Abo Nonstop subscription via the "Jackpot subscriptions" menu at any time if their wallet has been reloaded by means other than payments, e.g. through prizes, refunds or coupons.

19.3 The maximum total stake per transaction or play request is CHF 7,500.00. Within this maximum total stake, game credits accumulated through payments, prizes or refunds may be freely used by the player to participate in a draw or bet. With regard to game credits accumulated through promotions, the restrictions imposed in connection with the respective promotion will apply. Used game credits will be deleted (i.e. debited) from the wallet. Game credits are personal.

19.4 Prior to purchasing the first online instant ticket product "Clix" or before buying an online Bingo or Jass product or before participating in Sporttip for the first time, players will be asked to state the maximum amount that they are willing to gamble per day, per 7 days and per 30 days. Prizes, refunds and promotion credits paid out into the wallet will increase the limits. Combined limits apply for online instant ticket products "Clix" and online Bingo products and special limits for Jass products and Sporttip. The selected limits will be posted under the "Limits & blocking" menu. Players may themselves set these amounts (limits), within the upper limits stipulated by Swisslos.

19.5 Limits set by players in accordance with Art. 19.4 may be changed by them at any time; downward changes (i.e. reductions) in individual limits take effect immediately, and increases after a period of 72 hours.

19.6 In the interests of player protection, Swisslos provides players with information about their gaming conduct when specific limits are reached.

19.7 Each SMS from Swisslos will be debited to the player at the current charges per MT (mobile terminated) SMS. The current charges per SMS for the different subscription services can be seen at [www.swisslos.ch](http://www.swisslos.ch). Swisslos reserves the right to revise the charges at any time subject to appropriate publication.

## Art. 20 Collection and storage of data

Data entry and participation in Swiss Lotto, Joker, EuroMillions plus 2nd Chance, Super-Star and Sporttip or the purchase of a online instant ticket product "Clix", online Bingo or Jass product is initiated by the player. The process for purchasing online instant ticket

product "Clix", online Bingo and Jass products is controlled by the ISP via the dialog. The online instant ticket products "Clix", online Bingo cards or Jass cards pregenerated by the system are allocated by Swisslos to players on a random basis. They are recorded at the Swisslos data processing centre for evaluation purposes and stored and secured there. Only predictions or played matches (Jass) duly stored on the Swisslos host in accordance with regulatory provisions and for which a stake has been paid in line with these Terms for Online Participation are eligible for the evaluations or games (Jass) applicable to the respective product and can form the basis of a claim to a prize. Quick picks, Replay numbers, Joker numbers and Super-Star combinations are generated at the Swisslos data processing centre.

#### Art. 21 Entry confirmation ticket

21.1 After the Internet play slip has been sent via the Internet to Swisslos or immediately after allocation of the online instant ticket product "Clix" or Bingo or Jass cards or card sets by the Swisslos ISP Gaming System and after the corresponding game credits have been automatically deducted from the player's wallet on the ISP, an entry confirmation ticket is generated for the player and filed in his ticket archive under "Game account".

21.2 In the event that the data or predictions printed on the entry confirmation ticket or replacement ticket could not be stored by Swisslos in accordance with the regulatory provisions, the player will be excluded from participating, which measure is in the interest of safeguarding the secure and reliable execution of the Sports bets and to protect the interests of the other players.

#### Art. 22 Contents

##### 22.1 Swiss Lotto, Joker, EuroMillions plus 2nd Chance and Super-Star

Entry confirmation tickets for participation in Swiss Lotto, Joker, EuroMillions plus 2nd Chance and Super-Star contain the following information in particular:

- the participation data;
- the date and time of receipt of the data by Swisslos;
- the draw dates;
- a unique identification code;
- For Extra EuroMillions draws, an unambiguous nine-character combination of letters and numbers (Extra Euro Millions combination) per prediction or a corresponding section for combinations of letters and numbers.

##### 22.2 Sporttip

Entry confirmation tickets contain the following information in particular:

- the participation data;
- the date and time of receipt of the data by Swisslos;
- the game days;
- a unique identification code;

- the odds for the bet;
- the winning amount for a correct prediction.

### 22.3 Virtual instant ticket products (Clix)

Entry confirmation tickets for participation in online instant ticket products "Clix" contain the following information in particular:

- the name of the instant ticket product (= name of the online instant ticket product "Clix" played );
- the stake paid;
- the date or date of issue of the entry confirmation ticket;
- a unique identification code;
- the date of the last day of sale;
- expiry date;
- the status of the entry confirmation ticket (instant ticket bought, instant ticket played);
- the prize (only after the online instant ticket product "Clix" has been played in full).

### 22.4 Online Bingo products

Entry confirmation tickets for participation in online Bingo products contain the following information in particular:

- the name of the online Bingo product;
- the stake paid;
- the date or date of issue of the entry confirmation ticket;
- a unique identification code or the number of the Bingo play request;
- the status of the ticket.

### 22.5 Jass products

Entry confirmation tickets for participation in Jass products contain the following information in particular:

- the name of the Jass product;
- the stake paid;
- the date or date of issue of the entry confirmation ticket;
- a unique identification code or the number of the Jass play request;
- the status of the ticket.

## Art. 23 Validity

Only entry confirmation tickets with a clearly identifiable identification code may be used as proof of participation and to claim a prize. This applies to all products.

## Art. 24 Objections

If the player discovers errors or discrepancies on his entry confirmation ticket, he should report this to the Customer Service Centre (Art. 34) immediately. If mistakes or discrepancies are discovered on issue of the entry confirmation ticket, the player must lodge an objection within 10 days of the date of sale. Under no circumstances may players participate in draws or sporting events that have taken place in the intervening period. Complaints received later can no longer be considered. Entry confirmation tickets issued in connection with the redemption of Replay prizes (Swiss Lotto) cannot be corrected. In all other respects, Art. 29 applies.

## **H. Prizes**

### Art. 25 Prizes up to a maximum of CHF 1,000

Prizes up to max. CHF 1,000.00 per entry confirmation ticket are credited automatically and directly as game credits to the winner's wallet without the player being required to claim them or present the entry confirmation ticket. In the case of subscription plays, this limit applies to all prizes per entry confirmation ticket that were won on the same draw date. Furthermore, players who have subscribed to the "Prize notification" newsletter will be notified immediately by e-mail (or by SMS if requested) if they have won a prize. In the case of online instant ticket product "Clix", online Bingo or Jass products, any prizes will be displayed immediately to the player when logged in.

### Art. 26 Prizes over CHF 1,000

Players who have subscribed to the "Prize notification" newsletter will be notified immediately by e-mail (or by SMS if requested) if they have won a large prize of more than CHF 1,000.00 per entry confirmation ticket. In the case of online instant ticket product "Clix", online Bingo or Jass products, any prizes will be displayed immediately to the player when logged in. If the player has already provided Swisslos with details of a Switzerland- or Liechtenstein-based bank or postal account in his or her name, the prize will be paid out directly into this account after three working days without the player being required to claim it. Players who have not provided Swisslos with details of a Switzerland- or Liechtenstein-based bank or postal account in their name will, when they next log into the ISP via the Internet with their user name and password, be advised to provide details of their Switzerland- or Liechtenstein-based bank or postal account so that the prize can be paid out. Moreover, players who have subscribed to the "Prize notification" newsletter will receive an e-mail request from Swisslos to provide details of their bank or postal account when they next log into the ISP. Once players have supplied the necessary information, the prize will be paid out into the specified account.

New: When prizes of CHF 25,000 and more are paid out in one or more transactions within a period of 30 days to the player's payment account and provided the player has effected no more than half of his stakes through Sporttip and/or Jass (on a cumulative basis) or with payouts of prizes from CHF 10,000 in one or more transactions within a period of 30 days provided the player has effected more than half of his stakes through Sporttip and/or Jass (on a cumulative basis), Swisslos must ascertain the player's last name, first name, date of birth, address and nationality and obtain confirmation that the

player is the beneficial owner of the prize. Payout cannot take place until these conditions have been met.

For prizes of over CHF 1,000,000, the portion of the prize worth more than CHF 1,000,000 is subject to withholding and income tax.

Examples:

- Winnings of CHF 1,000,000: exempt from withholding and income tax
- Winnings of CHF 1,050,000:
  - o CHF 1,000,000 of this amount is exempt from withholding or income tax;
  - o CHF 50,000 is subject to withholding and income tax.

For the payout of prizes of over CHF 1,000,000, withholding tax of 35% is deducted on the portion which is subject to withholding tax. Winners receive a withholding tax certificate for the portion of their prize on which withholding tax is levied.

## Art. 27 Payout

27.1 Payouts may only go to the address of the registered player and must be made out in the latter's favour. If Swisslos has the relevant account details, large prizes above CHF 1,000.00 (Art. 26) will be paid out directly into the player's Switzerland- or Liechtenstein-based bank or postal account within 3 working days without the player being required to claim it. Where the player only provides details of his Switzerland- or Liechtenstein-based bank or postal account in response to a corresponding request according to Art. 26, the payout will be made within 3 working days of receipt of the relevant information. If the player fails to satisfy this requirement, the prize will be forfeited 26 weeks after the prize evaluation (payout release time) and used for the charitable purpose to which Swisslos contributes.

Players who are subject to a block or an exclusion order have no entitlement to the payout of prizes.

27.2 Account details provided to Swisslos will also automatically be used for the payout of any prizes, wallet balances or the payout of refunds to be made by Swisslos in the future. Players wishing to change their account details may do so at any time in their profile or by contacting and notifying the Customer Service Centre (Art. 34).

27.3 If the customer does not have prizes or refunds which were credited directly to their wallet (Art. 25) paid out into a Switzerland- or Liechtenstein-based bank or postal account within 26 weeks (Art. 8), they revert to game credits.

Within the payout period, prizes and refunds may only be paid out in an amount not exceeding the credit balance in the wallet.

## Art. 28 Replay prizes (Swiss Lotto) and prizes from online instant ticket products "Clix", online Bingo or Jass products

In the case of Replay prizes, the number of Replay quick picks won entitling the player to participate in the subsequent Swiss Lotto draw are automatically generated by the Swisslos online system as soon as the player redeems his Replay prize, but by no later than within the 26-week period. An entry confirmation ticket for the Replay quick picks

will be generated for the player and filed in his personal ticket archive under "Game account".

If the player does not redeem the prize within 26 weeks, the Replay prize will be automatically played for the player by the ISP, i.e. the number of Replay quick picks won entitling the player to participate in the subsequent Swiss Lotto draw are automatically generated by the Swisslos online system. An entry confirmation ticket for the Replay quick picks will be generated for the player and filed in his personal ticket archive under "Game account".

After the online instant ticket product "Clix", online Bingo or Jass product has been played, the result will be displayed to the player. The win display triggers prize processing. If the player does not navigate to the win display after playing the online instant ticket product "Clix", the prize will automatically be processed after the period stipulated by the system.

#### Art. 29     Objections

Players whose alleged prizes were not displayed or paid out in accordance with these Terms for Online Participation may lodge an objection within 10 days of the date they took note that they had not been notified of the prize, but by no later than expiry period set by the respective lottery. Entitlement to the prize will otherwise lapse and it will be used for the charitable purpose to which Swisslos contributes.

The objection must be submitted by registered letter addressed to Swisslos and handed in at an office of Swiss Post by no later than the final day of the period for objection. The appeal must include the player's name and address, the designation of the lottery product or sports bet, the date of purchase and the grounds for objection. Moreover, the ticket supporting the claim, or any other documents supporting the claim, must be enclosed. Objections received late or which do not include all the necessary information cannot be considered. Solely those predictions which are stored with Swisslos in compliance with the regulatory provisions are relevant for the assessment of entitlement to a prize in accordance with these Terms for Online Participation.

### **I.     Promotions**

#### Art. 30     General remarks

30.1    In association with its promotions or advertising events (hereinafter collectively known as "promotions"), Swisslos reserves the right to deliver benefits to players if they fulfil the criteria laid down by Swisslos for that particular promotion. Swisslos determines the type of promotion, its duration, the benefits to be offered by the promotion and the criteria for entry. Non-designated players are not entitled to participate in a promotion.

30.2    Players cannot reject the benefits offered to them. Benefits offered cannot be exchanged or paid out in cash. They are non-transferable and may not be sold, auctioned or gifted. Benefits can only be used during the time in which the particular products are valid.

#### Art. 31     Benefits

With regard to participation in the products offered by Swisslos, the following benefits in particular are available:



- Free participation in a game: Under this promotion, players receive a free quick pick for a Swiss Lotto or EuroMillions plus 2nd Chance draw. The free quick pick is automatically generated by the system (players are neither required nor able to give instructions) with participation triggering allocation of the benefit for the next Swiss Lotto or EuroMillions plus 2nd Chance draw. Players cannot change a free quick pick. A separate entry confirmation ticket is generated for players and filed in their ticket archive under “Game account”. The stake is indicated on the entry confirmation ticket as “free”.
- Game credits: Under this promotion, the player receives a coupon for game credits to reload his wallet on the ISP. A distinction is made between game credits which can be used for all products that can be played on the ISP and those for selected products only. After the coupon has been redeemed for game credits, the balance is credited to the player’s wallet. It is listed separately and only deducted when the first play request is submitted after the credit entry has been made. Where more than one promotion coupon has been redeemed, the coupon with the earliest expiry date will be deducted first.
- Non-cash prizes: Under this promotion, players receive a non-cash prize stipulated in advance by Swisslos. This and the corresponding information will be sent to the address posted in the player’s profile.

## **J. Unfair play**

### Art. 32 Unfair play

32.1 Unfair play on the ISP by one or more players is prohibited.

32.2 In Jass products, players who unfairly influence a game, other players or the result of a game will be sanctioned. When the outcome of a game of skill is not influenced solely by the player’s game skills, this is deemed to constitute unfair play. This means that any other (i.e. non-skill-based) form of influence on the direction and outcome of the game of skill is prohibited.

In particular, but not exclusively, the following are deemed to constitute unfair play:

- the act or attempt to influence the result of the game through collusion (e.g. several players conspiring to cooperate at one table or in one tournament), by tampering with programs and resorting to other means contrary to the rules;
- the use of any kind of software programs which give a player an advantage over other players;
- causing malfunctions and failures in order to influence the direction of the game;
- coercing players to take a particular course of action.

32.3 If Swisslos establishes unfair play on the part of a player, the latter will be barred, the prize forfeited and the balance of his wallet in accordance with Art. 7ff confiscated as a penalty. Above and beyond these measures, Swisslos reserves the right to assert claims for compensation against the culpable player and to press criminal charges. The player is liable to compensate Swisslos for any costs incurred in this connection.

32.4 Swisslos reserves the right to instigate measures to uncover or prevent and follow up on unfair play, in particular to identify or localize players in connection with unfair play.

Swisslos has the right to bar a player suspected of unfair play and retain the balance of his wallet in accordance with Art. 7ff. as well as any prizes until the situation is clarified.

## **K. Liability**

### Art. 33 Liability

33.1 Neither Swisslos nor the SMS provider and the mobile portal assume any liability for transmission errors, technical defects, failures and breakdowns or unlawful access to the ISP, IT systems and transmission systems.

33.2 The risks associated with participation via the ISP are borne solely by the players. This applies in particular to those risks arising from manipulation of the player's IT system or mobile telephone by unauthorized persons or from improper use of the password or mobile telephone. Players are obliged to keep all means of identification (in particular the password) secret and to safeguard them from improper use by unauthorized persons. If there is reason to believe that another person has learned the password, the player must change it immediately or delete it and have his own access to the ISP blocked (Art. 11). The player will bear all costs and other consequences arising from the unlawful use of his means of identification, IT system and/or mobile telephone, and may possibly be liable to prosecution.

33.3 Players will also be aware of the risks associated with the fact that the service via the ISP is delivered via open installations available to everyone (including public and private data transmission networks, mobile telephony networks, Internet servers, access providers). It is the players' responsibility to take the necessary precautions to protect themselves in particular from access by unauthorized third parties and from viruses. Swisslos bears no responsibility in this respect.

33.4 Uninterrupted operation of the ISP is not guaranteed. Operational failures or breakdowns may occur in particular as a consequence of failures of the ISP, transmission systems or peripheral systems. Operations may also be interrupted to carry out maintenance.

33.5 If for some reason data relevant to participation in a game cannot be forwarded to or stored with Swisslos such that the holder of the entry confirmation ticket can claim entitlement to a prize in accordance with these Terms for Online Participation, the liability borne by Swisslos shall be limited to reimbursement of the player's stake or provision of a replacement Replay quick pick, excluding all other compensation to be provided by Swisslos, its representatives or agents.

The stake is reimbursed or the replacement Replay quick pick is awarded on condition that the player furnishes proof that the corresponding play slip or quick picks were duly submitted via Internet and the stake paid. No reimbursement will be provided if an entry confirmation ticket has been tampered with in any way.

33.6 Swisslos assumes no liability for possible or actual damage incurred by the user as a consequence of playing Internet games. In particular, no liability is recognized for prizes allegedly or actually lost owing to the non-availability of the system or to transmission breakdowns or for damage arising from a breach of the duty of care on the part of the user, in particular from improper use of passwords, other means of identification and mobile telephones by players themselves or third parties.

33.7 Once the results of each draw are announced, Swisslos publishes the estimated top-ranking prize payout for the following draw via the electronic information channels (ISP, online terminals) and by means of a press release. The estimated top-ranking

prize payout is referred to as the “jackpot” and is non-binding. No warranty is given for the information provided. Liability as regards incorrect publication of the jackpot is excluded.

## **L. Final provisions**

### Art. 34 Contact (Customer Service Centre)

For the purpose of addressing questions from players in connection with access to the ISP and participation in the lottery games and sports bets sold via the ISP, Swisslos has set up a central unit (“Customer Service Centre”), which operates during business hours. The telephone number of the Customer Service Centre and the electronic contact form can be found on the Swisslos website ([www.swisslos.ch](http://www.swisslos.ch)).

### Art. 35 Player protection

35.1 In the interest of protecting players, Swisslos reserves the right to contact by telephone, e-mail or post any players displaying conspicuous gaming behaviour and to refer them to a counselling centre.

35.2 If there is any evidence that a person is heavily in debt, failing to meet their financial obligations or placing bets that are disproportionate to their income or assets, Swisslos may request documents to determine their financial situation. If the conditions set out under Art. 80 of the Federal Act on Gambling are satisfied, Swisslos is obliged to block the player.

### Art. 36 Data privacy

The Privacy policy sets out why and for what purposes Swisslos creates personal data.

### Art. 37 Marketing

37.1 By providing their consent in relation to the data protection legislation, players consent to data relating to them being used by Swisslos for its own marketing purposes. Data will not be forwarded to third parties.

37.2 Players will only receive newsletters and/or information via e-mail, in-app push messages, and SMS that they have actively subscribed to in the “Newsletter & SMS” menu or in the app. They can unsubscribe from all and/or individual newsletters and information at any time.

### Art. 38 Change of software and documentation

Updates and changes to software and documentation may be made at any time and without prior notice and do not require players’ consent.

### Art. 39 Validity

39.1 These Terms for Online Participation govern exclusively participation in the products sold by Swisslos via the ISP. They enter into force on 1 April 2019. Thereafter, all previous provisions issued governing participation via the ISP are no longer valid. Swisslos reserves the right to amend these Terms for Online Participation.

39.2 Where the English, French or Italian version of these Terms for Online Participation deviates from the German version, the German version alone is binding.

39.3 These Terms for Online Participation can be obtained from Swisslos, P.O. Box, 4002 Basel, or via the official website [www.swisslos.ch](http://www.swisslos.ch).