
***Terms for Participation via
Points of Sale***

Valid from 1 January 2019

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A. General provisions

Art. 1 Scope

1.1 Swisslos offers the opportunity to participate in certain products (subsequently referred to as "online products")¹ via sales outlets equipped with online terminals. These Terms for Participation via Points of Sale govern participation in these products solely in the Swisslos Contract Territory².

1.2 These Terms for Participation via Points of Sale supplement the Rules of Play and Terms of Participation of the individual products. If there is any conflict with these latter Rules, the Terms herein take priority as special regulations.

B. Participation

Art. 2 Conclusion of the Gaming Contract

2.1 Participation in online products in accordance with these Terms for Participation via Points of Sale is open only to persons who are 18 years of age or older and have concluded a corresponding Gaming Contract with Swisslos. Such a contract is deemed to have been concluded if

- the participation data³ have been entered into the online terminal at a sales outlet for the purpose of transmission to Swisslos,
- the participation data has been stored on the central Swisslos Gaming System, an entry confirmation ticket (Art. 7) has been printed out and handed to the player, and if
- the player has paid the appropriate stake (Art. 5).

2.2 The provision of Art. 6 remains unaffected.

2.3 In concluding a Gaming Contract with Swisslos, the player recognizes unreservedly these Terms for Participation via Points of Sale as well as all other Swisslos provisions applicable to participation in the online products listed in Art. 1.

Art. 3 Submission of participation data and corrections

¹ The term "online products" is understood to mean: Swiss Lotto, Joker, EuroMillions, Super-Star, Sporttip and Subito

² ZH, BE, LU, UR, SZ, OW, NW, GL, ZG, SO, BS, BL, SH, AI, AR, SG, GR, AG, TG, TI, Principality of Liechtenstein

³ The term "participation data" is understood to mean: The player's predictions and/or the quick picks generated, the number of the system selected (if applicable), the number of draws selected (validity period of the play slip or quick pick) and the date of the draw in which the player will participate (in the case of subscription plays, the dates of the first and the last draws in which the player will participate), the date and time of receipt of the data by Swisslos, confirmation of the stake paid and an indication of whether the player is participating in Joker and Super-Star together with the corresponding number (Joker) or combination of characters (Super-Star).

3.1 The player will submit his participation data within the stipulated periods either with the aid of physical or electronic data media or verbally.

3.2 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.

3.3 Any assistance which the sales outlet staff give to the player when submitting participation data is provided with no obligation on the part of said staff to verify the accuracy of this participation data. Neither the sales outlet staff nor Swisslos accept any legal liability in this connection.

3.4 The stakes wagered are always automatically played for the draw(s) that are accepting entries at the time the participation data is submitted. This excludes sports bets. If sports bets are placed after closing time, these participation requests will be excluded.

Art. 4 Payment of the stake

4.1 The stake must be paid when submitting participation data.

If the player does not pay the stake, any data that has been entered is cancelled and no Gaming Contract is concluded (Art. 2).

4.2 Only those sales outlets specifically designated by Swisslos are authorized to accept stakes from players to forward them to Swisslos. They are not permitted to extend credit to players for stakes. Furthermore, they are not permitted to demand payment in excess of the stakes or to ask for other considerations.

Art. 5 Collection and storage of participation data

All participation data are read in or entered at the online terminal and transmitted to Swisslos. The data is recorded at the Swisslos data processing centre and stored and secured on a medium protected with physical or digital safeguards until it is required for evaluation. Only participation data stored on the Swisslos host in accordance with regulatory provisions and for which a stake has been paid in accordance with these Rules provide entitlement to take part in the relevant games and can form the basis of a claim to a prize. The quick picks and the Replay number are generated and selected in the Swisslos data processing centre. With Subito, pre-selected entries are purchased and entered as play requests.

C. Tickets

Art. 6 Entry confirmation ticket

6.1 Only the entry confirmation ticket given to the player after paying the stake entitles the latter to claim a prize.

6.2 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 online products and to protect the interests of the other players.

6.3 Handover

The player receives an entry confirmation ticket printed out by the online terminal after

- the participation data have been transferred to Swisslos (Art. 5) and
- the player has paid the appropriate stake (Art. 5).

6.4 Number of entry confirmation tickets

One entry confirmation ticket per player is issued in accordance with Art. 6.3.

6.5 Content

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

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

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

6.5.2 Sporttip

Entry confirmation tickets contain the following information in particular:

- the participation data
- the date and time of receipt of the participation data by Swisslos
- the two-line identification code
- the odds for the bet
- the winning amount for a correct prediction.

6.5.3 Subito!

Entry confirmation tickets for Subito! contain the following information in particular:

- the participation data
- the date and time of receipt of the participation data by Swisslos
- the two-line identification code.

6.5.4

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

6.6 Verification of the entry confirmation ticket by the player

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

As soon as the player receives his entry confirmation ticket, he should check that it is accurate and complete and in particular

- that the participation data printed on the entry confirmation ticket are correct
- that a Replay number is designated (Swiss Lotto only)
- that an Extra Millions combination is printed per prediction made in the case of an Extra EuroMillions draw
- that the entry confirmation ticket contains a legible and complete identification code.

6.6.2 Sporttip and Subito!

As soon as the player receives his entry confirmation ticket, he should check that it is accurate and complete and in particular

- that the participation data printed on the entry confirmation ticket are correct
- that the entry confirmation ticket contains a legible and complete identification code.

6.7 Objections

If the player discovers errors or discrepancies on his entry confirmation ticket, he should inform the sales outlet staff immediately. Sales outlet staff are only authorized to correct and re-transmit data if the player hands over his incorrect entry confirmation ticket to outlet staff for cancellation. Incorrect entry confirmation tickets remain with the sales outlet staff. In the case of a Swiss Lotto Replay entry, it is not possible to cancel or correct the entry confirmation ticket.

No complaints or cancellations are possible once the player has left the sales outlet premises. Moreover, all liability on the part of Swisslos and the sales outlets is excluded in the event that cancellation is no longer possible because the cancellation period (time limit or closing time) has been exceeded or because the necessary technical equipment is no longer available (e.g. due to technical problems, or because the sales outlet has closed).

6.8 Safekeeping

The player is responsible for keeping his entry confirmation ticket safe in order to be able to support a claim in the event of a win or refund. The ticket should be protected from excessive heat to ensure that it remains legible. Only entry confirmation tickets with a clearly identifiable two-line identification code may be used as proof of participation and to claim a prize or refund. Entry confirmation tickets that are not legible are considered void.

6.9 Priority of stored data

In the event of discrepancies between the predictions or numbers printed on the entry confirmation ticket and the numbers stored by Swisslos in accordance with the

regulatory provisions, the latter numbers have priority. In the event of such discrepancies, the provisions of Art. 21.2 shall apply to any claims made by the player.

Art. 7 Replacement tickets

7.1 If a player wins a prize under a subscription play, he can claim it, whatever the amount, even if the corresponding play is still valid. To do so, the player should present the entry confirmation ticket to validate the claim (i.e. payout of prize, claiming of any Replay prizes or issuing of a prize claim ticket in accordance with Art. 8) to any sales outlet or to Swisslos, which will then give him a replacement ticket. The validity of the original entry confirmation ticket will be transferred to the replacement ticket. If a further claim is made while a subscription play is still valid, the replacement ticket itself can be swapped for a new replacement ticket, with validity being transferred from the old to the new replacement ticket.

7.2 The replacement ticket contains all the information included in the entry confirmation ticket as listed in Art. 7.5. With regard to the status of the replacement ticket and the player's rights and obligations that derive from it, the provisions of Art. 7 also apply.

Art. 8 Prize claim ticket

8.1 To claim a large prize (Art. 13) or a refund, players can ask any sales outlet to generate and give them a special prize claim ticket by showing their entry confirmation ticket or replacement ticket. Prize claim tickets enable players to claim their prize without giving up possession of their entry confirmation ticket or replacement ticket.

8.2 It is the player's responsibility to immediately check the accuracy and completeness of the prize claim ticket and in particular whether the prize claim ticket has a legible identification code. Moreover, the provisions of Art. 7 apply.

8.3 As soon as a prize claim ticket has been generated, it becomes the sole document with which a prize may be claimed. The right permitted by this document to claim a prize expires when the corresponding data are transferred via the sales outlet terminal or as soon as the document is presented to Swisslos. The provision of Art. 18 remains unaffected.

Art. 9 Vouchers

9.1 Some sales outlets are equipped with self-service terminals. These terminals are connected online to the central Gaming System, thereby allowing players the same scope to participate in games without the assistance of sales outlet staff as they would have with the assistance of the staff. In addition, players can use the self-service terminals to check prizes and prize payouts up to a maximum of CHF 1,000. The terminals also issue vouchers.

9.2 Sales outlet staff are authorized to exchange vouchers for cash. Players may also use vouchers to pay their stakes either via the sales outlet staff or at the self-service terminal.

9.3 Vouchers contain the following information in particular:

- date and time of issue
- identification code (voucher code)

- value (in Swiss francs)
- expiry date.

9.4 It is the player's responsibility to immediately check the accuracy and completeness of the voucher and in particular whether it has a legible identification code. Moreover, the provisions of Art. 6 apply. Altered or damaged vouchers on which one or more identification elements are illegible, for whatever reason, cannot be paid out, replaced or reimbursed.

9.5 Vouchers which are not redeemed within 26 weeks of the date of issue are forfeited and used for the charitable purpose to which Swisslos contributes.

D. Prizes

1. General conditions

Art. 10 Presentation of entry confirmation tickets

10.1. Players wishing to claim a prize must produce their original entry confirmation ticket or most recent replacement ticket (Art. 6 and 7) in order to validate their claim, or in the event of a win as described under Art. 13, the prize claim ticket (Art. 8) (proof of claim). The entry confirmation ticket is valid only until one or more replacement tickets or prize claim tickets are issued.

10.2 Swisslos entry confirmation tickets issued to players in a syndicate entitle the holders to claim their prize independently, depending on their share of the total stake. Winnings are distributed equally among syndicate members.

10.3 Entitlement to a prize will be lost if for any reason the entries in the relevant proof of claim cannot be read by the online system or if any changes or alterations have been made to these entries. In particular, the two-line identification code on the proof of claim must be clearly identifiable.

10.4 Entitlement to a prize will also be lost if the data printed on the proof of claim does not match the data stored under the same identification code in the Swisslos data processing centre. In the interest of safeguarding the secure and reliable execution of draws and win displays and to protect the interests of all players, only the data held by Swisslos is definitive in determining the validity of prize claims. This applies even if the data stored by Swisslos has "cancelled" status.

10.5 In the Swisslos Contract Territory, prizes can be validated and paid out only on the basis of tickets issued by Swisslos in accordance with the product-specific Rules of Play and Terms of Participation and the present Terms for Participation via Points of Sale. Prizes won in the Swisslos Contract Territory cannot be claimed in the Loterie Romande Contract Territory, nor can EuroMillions prizes be claimed in the Contract Territory of another EuroMillions Lottery Organization.

Art. 11 Deadlines

11.1 Prizes can be claimed within 26 weeks of the prize evaluation (payout release time).

11.2 Sporttip bet prizes and refunds can only be claimed when the payout of the last sporting event listed on the entry confirmation ticket has been approved.

A player with a Sporttip ticket entitling him to several prizes or refunds must claim them all at the same time.

11.3 Prizes which are not claimed within 26 weeks of the prize evaluation (payout release time) are forfeited and used for the charitable purpose to which Swisslos contributes.

11.4 Prizes won from subscription plays must be claimed within the period specified in Art. 11.1, calculated from the date of public notification of the prize evaluation outcomes for the draw for which the claim is being made.

2nd Prizes

Participants below the mandatory minimum age have no entitlement to the reimbursement of their stakes or the payout of wins.

Art. 12 Prizes up to a maximum of CHF 1,000

12.1 Single prizes up to max. CHF 1,000 can be claimed by producing the entry confirmation ticket (Art. 7) or the replacement ticket (Art. 6) at any sales outlet in the Swisslos Contract Territory, subject to said outlet having the necessary liquidity. Subito! prizes may only be claimed at Subito! sales outlets.

12.2 Prizes as described under Art. 12.1 may be claimed directly from Swisslos by submitting the original proof of claim. The player bears the risk involved in duly submitting the proof of claim to the head office of Swisslos. For reasons of security, the player is therefore advised to send these documents by registered letter. To claim a prize payout, the player must enter his first name and last name, his full address and payment details in the space provided on the reverse side of the entry confirmation ticket or replacement ticket or on the front of the prize claim ticket.

Art. 13 Prizes over CHF 1,000

Single prizes of over CHF 1,000 can only be claimed from the head office of Swisslos by producing either the original of the entry confirmation ticket (Art. 6) or of the replacement ticket, if there is one, (Art. 7) or of the prize claim ticket (Art. 8). Moreover, the provisions of Art. 10.4 apply. The player bears the risk involved in duly submitting the proof of claim to the head office of Swisslos. For reasons of security, the player is therefore advised to send these documents by registered letter. To claim the payout of any prizes or otherwise redeem them, the player must enter his first name and last name, his full address and details of a payment account held in his name in the space provided on the reverse side of the entry confirmation ticket or replacement ticket.

For prizes of CHF 25,000 and more or for Subito and sports bets including PMU of CHF 5,000 or more, the winner must provide details of his date of birth and nationality as well as his last name, first name and address and must also confirm that he is the beneficial owner of the prize. Payout will not take place until these conditions have been met.

Prizes of over CHF 1,000,000 are 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 exempt from withholding and income tax
- o CHF 50,000 subject to withholding and income tax

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

3. Replay prizes (Swiss Lotto)

Art. 14 Claiming prizes at sales outlets in the Swisslos Contract Territory

Replay prizes (winnings as free quick pick games) can be claimed at any sales outlet in the Swisslos Contract Territory upon production of the entry confirmation ticket (Art. 6) or replacement ticket (Art. 7). When the relevant proof of claim has been read in at the online terminal, the player is automatically allocated the number of Replay quick picks that he has won and these are entered in the next Swiss Lotto draw. The online terminal then prints out a new entry confirmation ticket, which is handed to the player. When presented with an entry confirmation ticket or replacement ticket that entitles the player to one or more Replay prizes, any sales outlet in the Swisslos Contract Territory will, in accordance with the above provisions, automatically give a Replay prize that has been won on a Swiss Lotto and/or Joker game and will print out a prize claim ticket.

Art. 15 Claiming prizes at Swisslos

15.1 Players can also redeem their Replay prizes directly with Swisslos by sending in the original entry confirmation ticket or replacement ticket. The player bears the risk involved in duly submitting the proof of claim to the head office of Swisslos. For reasons of security, the player is therefore advised to send these documents by registered letter.

15.2 Once Swisslos has received and processed the proof of claim and the ticket's term of validity has expired, the player is automatically allocated the number of Replay quick picks that he has won and these are entered in a subsequent Swiss Lotto draw. The player receives a letter confirming entry, which contains the following information in particular:

- the number of quick picks won
- the quick picks generated by the Swisslos data processing centre
- if applicable, the number of the system selected by the player and with which the Replay prize was won
- the Replay number produced by the Swisslos random generator
- the date of the next draw in which the player's Replay prize will be entered.

4. Prize payout

Art. 16 From sales outlets in the Swisslos Contract Territory

16.1 On behalf of Swisslos and in compliance with their payment obligation, sales outlets in the Swisslos Contract Territory will, subject to the available liquidity, pay out prizes claimed from them (Art. 12.1) to the holder of a valid proof of claim.

16.2 The provisions of Art. 14 apply to the payout of Replay prizes.

Art. 17 By Swisslos

17.1 In the case of

- prizes up to a maximum of CHF 1,000 claimed directly from Swisslos (Art. 12.2),
- prizes over CHF 1,000 (Art. 13), and
- Replay prizes (Art. 15),

Swisslos is deemed to have met, and been released from, its obligation to pay prizes or award one or more Replay quick picks when it makes a payment or an award to the holder of a valid proof of claim.

17.2 Payment of legally valid cash prizes and refunds claimed in good time will be made in accordance with the written instructions of the holder of a valid proof of claim (Art. 18.1) within 30 days of receipt of said proof.

In the case of legally valid Replay prizes claimed in good time, quick picks will be awarded within 30 days of the date of receipt by Swisslos of the relevant proof of claim in the form of a written confirmation of entry as described under Art. 15.2. The awarded quick picks will be sent to the address of the holder who submitted the valid proof of claim (Art. 15.1).

17.3 If a player claims to have sent a prize claim ticket printed out by a sales outlet in the Swisslos Contract Territory to the Swisslos head office and it has failed to arrive, and if the player is able to furnish the associated entry confirmation ticket or replacement ticket, this can be used in place of the prize claim ticket. As soon as the ticket's term of validity expires (Art. 11), the prize payout or refund will be made to the holder who submitted this alternative proof of claim, unless the original proof of claim reappears elsewhere. In this case, the provisions of Art. 18 apply.

Art. 18 Disputes about entitlement to prizes

If, prior to payout of a prize or redemption of a Replay quick pick, Swisslos should receive information that entitlement to a proof of a claim has been contested, it is authorized to suspend the payout or redemption and grant the claimant a deadline by which to assert his superior right or prove that the question of entitlement to the proof of claim warrants court proceedings.

Swisslos will make a final decision on the basis of the evidence presented. If the claimant makes the outcome dependent on court proceedings, Swisslos will wait until the court has issued a final and absolute ruling.

E. Refunds, liability, promotions and final provisions

Art. 19 Refunds

The above provisions on the claiming (Art. 12 to 15) and payout (Art. 16 and 17) of prizes shall also apply to refund claims arising from participation in Sporttip bets. They can be claimed either from a sales outlet in the Swisslos Contract Territory (up to CHF 1,000) or directly from Swisslos. Claims for refunds must be made within 26 weeks of the date of public notification of the prize evaluation outcome. Otherwise they are forfeited and used for the charitable purpose to which Swisslos contributes.

Art. 20 Liability of Swisslos

20.1 It is the sole responsibility of the player to ensure that the participation data printed on the entry confirmation ticket are correct. The liability of Swisslos, especially in those cases referred to in Art. 3.3, is excluded whatever the legal grounds.

20.2 If for any reason the participation data cannot be forwarded to or stored at Swisslos such as to allow holders of an entry confirmation ticket or replacement ticket to claim their prize in accordance with these Terms for Participation via Points of Sale, or if for any reason a fundamentally valid entry confirmation ticket or replacement ticket or prize claim ticket (Art. 10) cannot be honoured on presentation (see in particular Art. 5 and 10.3), the liability borne by Swisslos shall be limited to reimbursement of the player's stake, or awarding a replacement Replay quick pick. In such cases, any further liability on the part of Swisslos or a sales outlet is excluded. In cases where the problem relates solely to a Replay number, there is no entitlement to a refund or replacement.

The stake is reimbursed or the replacement Replay quick pick is awarded on condition that the player furnishes proof of due participation in a game. No reimbursement or replacement will be provided if a ticket has been tampered with in any way (Art. 10.3). Where the problem relates only to the Replay number, there is no right to a refund or replacement.

20.3 The player bears the risk involved in duly submitting the proof of claim to the head office of Swisslos. Under no circumstances will Swisslos accept any liability should a proof of claim fail to arrive at its head office. The provisions of Art. 17.3 remain unaffected.

20.4 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, Internet, 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.

Art. 21 Promotions

In association with its promotions or advertising events (hereinafter collectively known as "promotions"), Swisslos reserves the right to give promotional prizes to players or to enter players into a draw for promotional prizes if they fulfil the criteria laid down by Swisslos for that particular promotion. Players who participate at a sales outlet will be entitled to receive these promotional prizes in accordance with the criteria established by Swisslos. Swisslos determines the type of promotion, its duration, the sales outlets which will participate in the promotion, the promotional prizes to be offered and the criteria for entry. Players who have not been considered for a promotion cannot insist on taking part. Players cannot reject the promotional prizes offered to them. Promotional prizes offered cannot be exchanged or paid out in cash. They are also non-transferable and may not be sold, auctioned or given away to third parties (excluding non-cash prizes). Promotional prizes can only be used during the time in which the particular products are valid.

Art. 22 Final provisions

22.1 These Terms for Participation via Points of Sale enter into force on 1 January 2019. Thereafter, all previous provisions issued are no longer valid. Swisslos reserves the right to amend these Terms for Participation via Points of Sale.

22.2 Where the English, French or Italian version of these Terms for Participation via Points of Sale deviates from the German version, the German version alone is binding.

22.3 These Terms for Participation via Points of Sale (including any addendums) can be obtained from Swisslos, P.O. Box, 4002 Basel, or via the official website www.swisslos.ch.