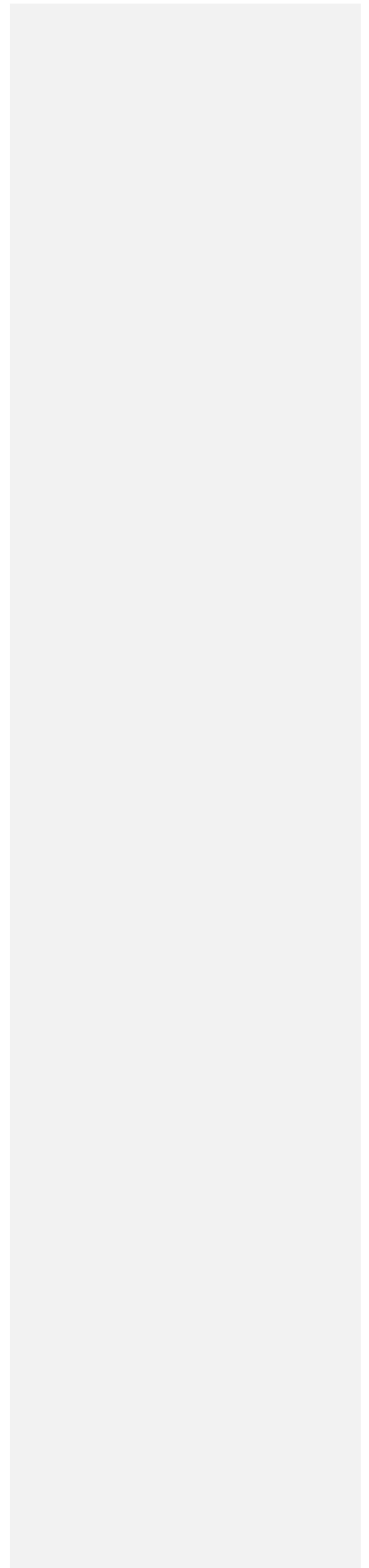


## **2.7 TERMS & CONDITIONS**



# TERMS AND CONDITIONS

VERSION 1.65 – 178<sup>th</sup> April 2013

THE FOLLOWING TEXT (“THE TERMS”) OUTLINES THE TERMS AND CONDITIONS AND YOUR OBLIGATIONS WHEN ACCESSING AND USING OUR WEBSITE, WEB PAGES, CONTENT, DATABASES, INFORMATION, FEEDS, (COLLECTIVELY REFERRED TO AS “THE SITE”) WHEN REGISTERING WITH US AND FURTHERMORE WHEN PARTICIPATING ON OUR SITE (HEREINAFTER “THE SERVICES”).

You can also carefully review our [Privacy Policy](#) which outlines our obligations and practices towards handling any personal information that you may provide to us.

In these Terms and Conditions, all references to “Playbet”, “the Companies”, “our”, “us”, “we” and any similar expression shall refer to Diamond Link Limited (in relation to live casino and other games of chance) and Lucky Stream Limited (in relation to sportsbook), companies incorporated in Malta having company numbers C 53883 and C 53884 respectively and their registered office at 66, Old Bakery Street, Valletta, Malta.

The Companies are issued with Remote Gaming Licenses LGA/790/CL1/2011, LGA/791/CL1/2011 and LGA/CL2/790/2011 and are regulated by the Lotteries and Gaming Authority in Malta. All references to “your”, “you” and any similar expression shall refer to our registered players.

## **1. ACCEPTANCE OF TERMS AND CONDITIONS**

a) IT IS YOUR SOLE RESPONSIBILITY TO READ CAREFULLY AND ACCEPT THESE TERMS BEFORE YOU ACCESS OUR SITE OR USE ANY SERVICES.

b) BY ACCESSING OUR SITE OR BY USING ANY PART OF THE SITE OR SERVICES, YOU ACCEPT AND AGREE TO BECOME BOUND BY THESE TERMS AND BY OUR SPECIFIC RULES AND PRIVACY POLICY THAT ARE INCORPORATED BY REFERENCE INTO THESE TERMS. IF THERE IS ANY INCONSISTENCY BETWEEN THESE TERMS AND ANY DOCUMENT INCORPORATED BY REFERENCE, THESE TERMS WILL PREVAIL.

c) IF YOU DO NOT AGREE TO ALL THE TERMS, THEN YOU MAY NOT ACCESS THE WEBSITE OR PARTICIPATE IN ANY SERVICES AND YOU SHOULD IMMEDIATELY DISCONTINUE YOUR ACTIVITIES ON THE SITE, SHOULD YOU AT ANY TIME IN THE FUTURE NOT ACCEPT SUCH TERMS.

d) OUR ACCEPTANCE OF YOUR REGISTRATION AND OF YOU USING OUR SITE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THESE TERMS.

## **2. MODIFICATION OF TERMS AND CONDITIONS**

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a) We reserve the right, at our sole discretion, to modify or replace the Terms at any time but will do so only after notifying you in advance prior to them coming into effect. We will take appropriate steps to bring such changes to the terms and conditions to your attention (such as by placing a notice of such change on a prominent position on the WebSite, together with the changed Terms and Conditions).

b) You shall be responsible for reviewing and becoming familiar with the then-current Terms and the Privacy Policy from time to time to ensure that you agree with them; and your continued use of the WebSite or any part thereof following any modifications of the Terms and Privacy Policy shall be deemed to constitute your acceptance of such modifications to the Terms and Privacy Policy.

c) Your use of our SITE, the Services and any transaction of any kind:

i. occurring prior to the time of amendment and notification of the changed Terms will be subject to the pre-existing Terms;

ii. occurring after the time of amendment and notification of the changed Terms will be subject to the changed Terms.

## **3. REGISTRATION**

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a) By registering to our Site you shall automatically be registered to use and participate in all the Services offered Playbet, which as of the date of these Terms consist of

- i. A Sportsbook (the prediction of the outcome of a sports event), accessible primarily by clicking “Sports” in the Main Menu - operated by Lucky Stream Limited;
- ii. **Live Casino** (playing in games of chance through a live stream), accessible primarily by clicking “Live Casino” - operated by Diamond Link Limited;
- iii. Games (games offered by us which are not (i) or (ii) - operated by Diamond Link Limited.

b) By registering with our Site, you acknowledge and understand that in order to provide a better gaming experience, we promote certain games which we do not operate but merely act as intermediaries and to this regard you authorize us to send over your personal details to such operators, being:

- i. Glimmer Limited, a company incorporated in Malta and licensed by LGA with regard to NetEnt Games and
- ii. eNet NV, incorporated and licensed in the Curacao Netherlands Antilles with regard to poker games. In this case you understand and expressly authorize us to send personal data outside the EEA.

c) Registrants may not choose to register to use only one Service. Any reference to your username and password in this text shall refer to the common username and password which you use to participate in any of the Services offered.

d) You may not participate in any games that we offer unless you:

- i. Personally register by choosing a unique user name and submit the information requested which information includes a valid identification, address and contact e-mail address or number;
- ii. Are over eighteen (18) years of age and/or over the age of majority in the jurisdiction which you reside. If you reside in Greece or Estonia, you must be twenty one (21) years old;
- iii. Agree to be bound by the Terms and the Privacy Policy.

e) You are to ensure that any information you provide is correct and kept up to date.

f) It is your responsibility to ensure and check whether betting is legal in your country of residence. Unless otherwise advised, no resident of the USA may register or participate in our games.

g) Furthermore we reserve the right (but are not obliged) to decline registrations from countries in which betting is considered illegal.

h) You are solely responsible to ensure that you do not disclose the password chosen to anyone and if you suspect that your password has been compromised you may contact us to provide you with a new one.

i) We reserve the right to close an account in our sole discretion. In such cases, any funds will either be remitted to the player or transferred to the Authority depending on the circumstances. Additionally and without prejudice to the remaining clauses contained herein (including but not limited to Clause 4 (g)), we will ensure that any contractual obligations already made will be honoured.

j) We reserve the right to engage any third party to assist us in verifying any information or data that you provide. To this regard, you agree and consent to have your personal data processed and provided to such party accordingly.

#### **4. ACCOUNT**

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- a) By registering for a Player Account you warrant and represent that you:
- i. Are over eighteen (18) years of age and not legally incapacitated. If you reside in Greece or Estonia, you must be twenty one (21) years old;
  - ii. Are acting solely on your behalf;
  - iii. Are not a compulsive gambler;
  - iv. Are fully aware that the nature of gambling involves a coherent risk that money may be lost;
  - v. Will not use or deposit any funds arising directly or indirectly from criminal or unlawful activities during the term that you will be a registered player with us
  - vi. Are not otherwise conducting criminal activities and/or intend to use the Account in connection with such activities.
  - vii. Will not collude or attempt to collude or intend to participate directly or indirectly in any collusion scheme. We will take measures to prohibit use of devices, such as robots, that distort normal game play.
  - viii. Are not one of the directors, officers or employees of our Companies or of any direct or indirect subsidiaries.

b) You are to ensure that the username and password chosen in the registration process is kept safe. We will assume that anyone logging in the Site by entering the correct username and password is the person entitled to do so and as a result any bets will be considered as valid. We shall not be held responsible or liable for any loss that you incur as a result of misuse of your login details.

c) If you require us to issue a new password, please contact us accordingly.

d) Each player is only permitted to have one account and your details must match the details on your credit card and another source of official documentation.

e) Players are not permitted to sell, transfer and/or acquire accounts to/from other players. Accounts sold, transferred or acquired in this way shall be closed and the players involved will not be allowed to create another account

f) Likewise, players are not permitted to transfer funds amongst player accounts. Any such transfer of funds shall be forfeited and the players involved may have their accounts closed, in which case they shall not be allowed to create another account.

g) We reserve the right to take any action, which action might include the closure or suspension of your accounts and/or the suspension or cancellation of any transaction:

- i. if you have more than one account.
- ii. if you operate multiple accounts

- iii. if you are acting on behalf of third party or parties
- iv. if your actions are illegal or unlawful
- v. if you have been unfair, have deliberately cheated or have taken unfair advantage of Playbet or of any other player
- vi. if we have reasonable grounds to suspect and believe that your behaviour is intended to defraud the Companies or contravenes these Terms
- vii. if you do not provide proof of identity and residence when asked to do so
- viii. if we are asked and requested to do so by any regulatory authority, the police or the court.

h) Players have the right to close their player accounts at any time, providing that no outstanding debts exist.

i) Players may request to close their accounts by contacting the Company and once the identity of the person making the request is verified his or her account shall be closed immediately provided the above clause has been complied with.

j) Any remaining balance in that player's account shall be remitted to such player immediately

k) Request for the closure of a player's account may only be made by that player unless such player has been interdicted and/or incapacitated, in which case a person making a request for the closure of such player's account must submit to us sufficient proof of such interdiction and/or incapacitation as well as sufficient proof and details of the person who shall administer/represent the estate of the player so that any funds in the player's account may be remitted to such person. It shall be our sole discretion to determine what constitutes 'sufficient proof'. –The Companies may refuse the closure of the player's account if such proof is not furnished to the Companies' satisfaction.

## **5. DEPOSITS AND WITHDRAWALS**

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### ***I. Deposits***

a) We offer a number of alternative methods for players to deposit funds in their accounts.

b) We reserve the right in our sole discretion to amend both the deposit and the withdrawal limits

c) The methods currently available and their respective conditions are hereunder listed:

Method	Duration	Min.	Max.	Charges
Visa	<del>Immediately</del> Instant	20.-	2000	None
<u>Visa Electron</u>	<u>Instant</u>	<u>20.-</u>	<u>2000</u>	<u>None</u>
Mastercard	ImmediatelyInstant	20.-	2000	None
Neteller	Instant	20.-	5000	None
Skrill	Instant	20.-	5000	None
Ukash	Instant	10.-	1000	None
Paysafecard	Instant	10.-	1000	None
Wire transfer	2-7 banking days	100	5000	None

d) You may deposit funds in any currency accepted by us. -You are to contact our support team should you wish to change the currency of your account. Any cost associated with such conversion shall be borne solely by you.

e) It is important to note that we are not a bank nor a financial institution and no interest shall accrue for any funds deposited.

f) A Know Your Client (KYC) procedure will be carried out on player deposition money.

## **II. Withdrawals**

a) You may at any time submit a request to withdraw any available funds from your account. We will send any requested withdrawal totally via the same method of payment and in the same currency with which deposits were made. When using credit/debit card or an e-wallet to make a deposit, we may elect not to accept any withdrawal request within fourteen (14) days after the deposit.

b) We reserve the right to ask for any document which proves your identity prior to acceding to any request for the withdrawal of funds.

c) Without prejudice to the generality of (b) above, you will be required to send us sufficient proof of your identity, age and place of residence before we send you any funds, when the total accumulation of withdrawals equals or exceeds two thousand three hundred Euros (€2,300).

d) The withdrawal methods currently available are the following:

Method	Duration	Min	Max	Charges
Wire transfer	1-5 banking days	100.-	5000	None
Visa	1-5 banking days	20.-	2000	None
Mastercard	1-5 banking days	20.-	2000	None
<u>Skrill</u>	<u>Instant</u>	<u>20.-</u>	<u>2000</u>	<u>None</u>
Neteller	<del>1-5 banking days</del> <u>Instant</u>	20.-	5000	None

e) \_\_\_\_\_ In the unlikely event that a currency is no longer available or no longer supported by us, you will be required to convert the currency used in your account to one of the currencies supported, and bear any currency exchange costs.

e)f) Albeit, no surcharges are applied to withdrawals in general, it remains in the sole discretion of The Companies to impose an administrative fee of 5% to players who systematically exploit our services by requesting more than five (5) withdrawals in a calendar month.

## 6. DORMANT AND INACTIVE ACCOUNTS

a) If no transaction has been recorded on your account for thirty (30) calendar months, your account will be deemed to be Dormant. In that case we will remit the balance in that account to you, or if you cannot be satisfactorily located, to the Lotteries and Gaming Authority (Malta). The Companies reserve the right to deduct any fees or outstanding debts from your (dormant) account before such balance is remitted to you or to the Authority.

b) Provided that no claim shall lie against us for remitting the balance in your account to the Authority

c) If you have not logged in and/or out for a period exceeding twelve (12) months, your account will be considered to be an Inactive Account. In that case we reserve the right to charge a fee of five Euros per month but prior to doing that, we will inform you at least 30 days before and give you the right to withdraw any funds from your account.

d) Players may request reimbursement of the inactive account fee such players have paid if such account remained inactive due to any of the following instances:

- a. If such players could not access their account due to lack of internet connectivity
- b. If such players could not access their account due to health related impediments
- c. If such players could not access their account due to sincere and genuine reasons

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- d. If such players activate their account after having incurred inactive account fees, so long as such activation is done by not later than three (3) months from when the last fee was incurred. In such case, players shall be reimbursed for the inactive account fee owing for six (6) months of account inactivity.
  - e. Any other situation whereby we or the Lotteries and Gaming Authority deems players' requests to be justified
- e) In all of the above instances, players are must furnish sufficient proof as required by us.

## 7. USE OF SITE

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- a) You agree that you will only use our Site and services for your own personal use.
- b) You are fully and solely responsible
- i. To check that the use of the Site and our services are legal in your country of residence or where you are using our services
- ii. To pay any tax, fee or other expense (if any at all) incidental or arising in connection with the use of our Site.
- c) All transactions are screened in order to protect against and detect money laundering. Any suspicious transactions will be reported immediately and forwarded the Lotteries and Gaming Authority and the Financial Analysis Intelligence Unit.
- d) We reserve the right to decline to accept bets without providing any reason.
- e) By virtue of Greek Decree 4002/2001 and 4093/2012 (as amended by 4141/2013), we are required to withhold a levy on net winnings with regard to all those registered users of Playbet who have their permanent residence in Greece ("Gaming Levy").

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The Gaming Levy will be collected by Playbet and then returned to the Greek authorities. The amount of Gaming Levy will be calculated as follows:

- i. With regard to the Sportsbook – the Gaming Levy shall be withheld for every betting column that contains winnings in accordance with the table set out hereunder. A betting column shall refer to any selection of events contained in a betting slip that can on their own entitle the player to winnings. For the avoidance of doubt, a betting slip can have several betting columns.

ii. With regard to Casino, Live Casino, Games and Poker – the Gaming Levy, calculated in accordance with the following shall be withheld at the end of every gaming session.

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iii. The Gaming Levy shall be calculated progressively in accordance with the table set hereunder:

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iv. Winnings	v. Amount of Gaming Levy
vi. For the first 100 €	vii. 0
viii. For the next 400 € (i.e. between €100.01 and €500)	ix. 15%
x. For the remainder (i.e. over €500)	xi. 20%

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A gaming session is deemed to start when the player logs in to Playbet and ends when the player logs out of Playbet for any reason whatsoever. In no event shall a gaming session exceed 24 hours and in the unlikely event that this occurs, the Gaming Levy will be withheld automatically at the lapse of the 24 hour period.

For the purpose of this clause, the term “winnings” shall be deemed to refer to the amount returned (payout) less the amount staked

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## 8. CREDIT

a) Credit is not extended to players under any circumstances and you will not be allowed to overdraw your Account. You may not participate in and use any Services unless and until you have in your Account sufficient funds.

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## 9. BETTING LIMITS / SELF EXCLUSION

a) We take responsible gaming seriously and provide opportunities for players to regulate their gaming experience according to their wishes. You may set automatic thresholds within which you will be allowed to participate in our services by identifying the limit amounts

deposited per week or month through your accounts settings. Alternatively, you can get in touch with us and we will set this for you.

b) You may also request us not to allow you to participate in our games for a definite or indefinite period of time by contacting us directly.

c) In this regard, players have the following options:

- Set a limit on the amount the player may wager within a specified period of time
- Set a limit on the losses the player may incur within a specified period of time
- Set a limit on the amount of time the player may play in any one session
- Exclude him or herself from playing for a definite or indefinite period of time

d) A player who has elected to use any of the above mentioned opportunities may modify any limits set or remove his self exclusion by sending a notice in writing to us. A notice increasing or revoking a limit or decreasing the exclusion has effect only after seven (7) days following the day the notice is received and acknowledged by us. A notice reducing the limit or increasing the exclusion shall have effect immediately after it is received and acknowledged by us.

e) You may not use our services in excess or contrary to the limit or exclusion set by you in accordance with the above mentioned provisions.

## 10. COMPLAINTS

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a) You may send any complaints that you might have regarding the use of our site or games by contacting us on [support@playbet.com](mailto:support@playbet.com). We will endeavor and do our utmost to reply within five (5) working days.

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b) If you still feel that your matter has not been resolved to your satisfaction, you should turn to the Lotteries and Gaming Authority which can be reached on the following email address [complaints@lga.org.mt](mailto:complaints@lga.org.mt)

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c) Notwithstanding the above, any complaints about account balances and transactions to which they relate must be made within 14 days after they appear on your account balance page. Failure to do so is deemed to constitute acceptance to the mentioned account balance.

## 11. DATA PROTECTION

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- a) You and agree and consent to have your personal data processed by us in order to enable us to provide access to the Site and the Services and that your personal data may accordingly be stored and processed by us within the normal operations.
- b) We have notified the Commissioner for Data Protection about how we process data in accordance with the Data Protection Act [CAP 440 of the Laws of Malta].
- c) We will only process the customer's personal data for the purposes for which it is collected, namely to provide the customer with an online betting service.
- d) You also agree and consent that we may share your data with other third parties that we engage to assist us in our operations, including our gaming partners, Glimmer Limited and eNet NV (Curacao). This consent is being granted on the condition that we will safeguard your privacy. We may also be required by law or legal process to disclose personal information, or if we believe that disclosure is necessary for the public interest.
- e) You have the right to access your data and request it to be changed or deleted at no cost.
- f) Please contact customer support [by sending an email to support@playbet.com](mailto:support@playbet.com) if you would like to stop receiving marketing information.

## **12. INTELLECTUAL PROPERTY RIGHTS**

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- a) www.playbet.com and any logo or device are protected by trademark and copyright laws. All rights are reserved. Reproduction, transfer, distribution or storage of part or all of the contents in any form (which for the avoidance of doubt include software, images, photographs, videos, audio and text) without our prior written permission is prohibited except in accordance with the following permission. We consent to you storing on your computer or printing copies of extracts from these pages for your personal use only. Individual documents in our Site may be subject to additional terms indicated in those documents.
- b) You acknowledge that the software and all material which may be visually and/or audibly presented to you in your use of the Site is either our intellectual property (including, but not limited to, copyright, domain name rights and trademarks) or of our licensor and in this regard you acknowledge that you have no rights whatsoever to use or lay claim to any intellectual property belonging to us and/or our licensors.
- c) www.playbet.com is our uniform resource locator ("URL") and no unauthorised use may be made of this URL (or any other URL owned by us) on another website or digital platform without our prior written consent.

- d) You agree not to monitor, use or copy our Site or their Content except where this is allowed explicitly. Any unauthorized use or reproduction may be prosecuted.
- e) Any data and any information licensed to us from third parties is provided for use on the Site only and may not be used for any commercial purposes without the consent of such third parties.

### 13. ERRORS

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- a) You fully understand the fast moving environment of gambling requires us to change odds constantly as a result of the change in circumstances of the event and also in direct consequence to any influx of bets received. Although we use everything at our disposal to avoid mistakes, these do occasionally occur.- We cannot accept responsibility for any **obvious** errors or omissions in respect of the announcement, publishing or marking of prices, the late closing of markets, place terms, handicaps, runners or results despite our every effort to ensure total accuracy. If a bet is accepted in error by us at a price or market condition, as indicated above, that is:
  - i. Materially different from those available in the general market at the time the bet was made or
  - ii. So obviously incorrect given the relative probability of the event occurring at the time the bet was made or
  - iii. So obviously incorrect having regard to the nature of the betting business or the market in question (including if we erroneously accept a bet after the event in question has commenced (unless it is an in-running bet),

then we will not pay winnings higher than those that would be paid under the price available in the general market and we will either settle the bet at the correct price or on terms available with us or, on condition that you can provide us with verification, at the best price or on the best terms available with any of the top gaming companies at the time the bet was struck. The “top gaming companies” shall be identified by ourselves in accordance with leading gaming statistics.

- b) Furthermore, we reserve the right to (a) cancel bets (including bets which have been accepted and acknowledged by us) if any such bet was won by the player due to a technical fault or error on our part or if we did not change odds appropriately reacting to conditions and market changes and (b) sue and hold any player liable for any damages caused by any player who knowingly takes advantage of a technical or administrative error. In both occasions we are bound to prove that there was indeed a technical fault on our part or that an obvious error was committed.

#### **14. EXCLUSION AND LIMITATION OF LIABILITY**

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- a) The Site, its contents and the Services are provided "as is". Except as required by applicable law no warranty of any kind, either express or implied, is made in relation to the accuracy, reliability or content of the pages. We reserve the right to revise the pages or withdraw access to them at any time and without any notice whatsoever.
- b) We will not be responsible or liable for breach of contract, tort, or in any other way responsible for any damage (including loss of profit, business, revenue, goodwill or data) caused by:
- i. Material created or published by third parties that we have a link to
  - ii. any indirect or consequential loss however caused.
  - iii. computer malfunctions, failure of telecommunications services or Internet connections
  - iv. attempts by you to participate in games by methods, means or ways not intended by us.
  - v. Any temporary suspension to our Site or Services
  - vi. The cancellation of any event for any reason
  - vii. Unauthorized use or misuse of your Account
  - viii. Misuse of the Site or its' contents
  - ix. Any act of God, force majeure or any circumstance beyond our control
- c) Although we shall take all reasonable measures to ensure that the Software and files are free from computer viruses we cannot and do not guarantee that the Software and files are free of such problems.
- d) We may temporarily suspend the whole or any part of the Services for any reason at our sole discretion. We may, but shall not be obliged to, give you as much notice as is reasonably practical. We will restore the Service, as soon as is reasonably practicable, after temporary suspension.
- e) Our aggregate liability towards you shall be limited to the amount of the relevant stake or the amount in your betting account whichever is the lesser.

#### **15. CHOICE OF LAW AND JURISDICTION**

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a) This Agreement and your use of our services shall be governed and construed in accordance with the Laws of Malta.

b) You irrevocably agree to submit yourself to the exclusive jurisdiction of the Courts of Malta for settlement of any matter or dispute whatsoever arising out of this Agreement or the use of our services.

c) If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

## **16. ASSIGNMENT**

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You acknowledge that we are entitled to transfer, license, pledge or in any other way assign this Agreement, directly or indirectly, in whole or in part, to any person without seeking your consent and without prior notice on the condition that such assignment shall be on the same terms or terms which are more advantageous to you as a player.

## **17. ENTIRE AGREEMENT**

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a) This Agreement shall constitute the whole agreement between us and you regarding the subject matter hereof and the use of the Site and services and supersede any prior agreement between us.

b) We reserve the right to modify, change or in any way amend the contents of these Terms and Conditions at any time, but in any case we will inform you accordingly, by placing a notice on the Site prior to these coming into effect. It is however, your sole responsibility to review this Agreement and any possible amendment or modification prior to using the Site and our Services.

c) Where these Terms and Conditions are prepared in various languages other than the English Language this shall be for reference only. In the event of there being any differences between the English Language version of these Terms and Conditions and any other language version, the English language version shall prevail.

## **18. SERVICES – LIVE CASINO RULES**

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a) The following terms apply only to your use of the Live Casino Services. Please note that in the event of any conflict between this Clause and the remaining parts of the Terms, this Clause shall prevail to the extent that it applies to your use of the Casino Services.

b) Each game in our Live Casino has its own rules which can be found here. All game rules form part and parcel of these Terms and Conditions. Please read the rules of the game before playing.

c) Playbet Live Casino Games are operated by Diamond Link Limited and regulated by the Maltese Lotteries and Gaming Authority under the Remote Gaming Regulations (LN176/2004), Licence Number LGA/CL1/790/2011. You may contact us for any queries or issues whatsoever relating to your participation in Playbet Live Casino Games. Notwithstanding this, Playbet Live Casino Games are powered by Grinder Limited holder of a Class 4 license issued by the Maltese Lotteries and Gaming Authority and accordingly, Playbet and Diamond Link Limited are not liable for disputes relating to game play, as Grinder Limited under its own gaming licence and in terms of Maltese law is vested with game play responsibilities.

d) The payout tables, minimum and maximum bets and game rules are all available for each game offered on [www.playbet.com](http://www.playbet.com) and we encourage you to read the relevant rules before playing any game.

e) If bets, which exceed the stated amounts, are erroneously accepted, the excess amount will be disregarded and the bet amount placed will be revised accordingly and the difference paid back to the Player.

f) The Companies offer live casino games which due to the live streaming requirements are in need of adequate bandwidth for the full enjoyment of the game and active and timely participation of the Player. It is recommended that only Player's having the required bandwidth play the live games.

g) Aborted and Miscarried Games

- i. Should a Player's device malfunction or internet connection be lost after the bet has been placed and received on The Companies' system the bet/s will be accepted and will participate in the game. The outcome of the game can be checked after the Player's device or connection are functioning properly again.
- ii. In the case of Live Blackjack should the Player's device or connection be lost and the Player's cards are still below 16 points then another card or cards will be drawn until the points total exceeds 16 or 21. The Player will be credited with any winnings. No more bets will be placed after the connection is lost or a player does not communicate with the croupier for 2 minutes.



- iii. Should any of the Companies' systems malfunction before a result is determined then all confirmed bets will be immediately voided and bets that have been confirmed will be credited back to the player's account.

## **19. SERVICES – GAMES RULES**

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- a) The following terms apply only to your use of the Games Services. Please note that in the event of any conflict between this Clause and the remaining parts of the Terms, this Clause shall prevail to the extent that it applies to your use of the Games Services.
- b) Each game in our Games section has its own rules which can be found here. All game rules form part and parcel of these Terms and Conditions. Please read the rules of the game before playing.
- c) Playbet Games are operated by Diamond Link Limited and regulated by the Maltese Lotteries and Gaming Authority under the Remote Gaming Regulations (LN176/2004), Licence Number LGA/CL1/791/2011. Playbet Games are powered by Microgaming Europe Limited holder of a Class 4 license issued by the Maltese Lotteries and Gaming Authority. Playbet and Diamond Link Limited are not liable for disputes relating to game play, as Microgaming Europe Limited under its own gaming licence and in terms of Maltese law is vested with game play responsibilities.
- d) The Casino games are operated by Glimmer Limited and Playbet is in this regard acting merely as an intermediary. Playbet and Diamond Link Limited are not liable for disputes relating to game play, as Glimmer Limited under its own gaming licence and in terms of Maltese law is vested with game play responsibilities.
- e) The payout tables, minimum and maximum bets and game rules are all available for each game offered on [www.playbet.com](http://www.playbet.com) and we encourage you to read the relevant rules before playing any game.
- f) If bets, which exceed the stated amounts, are erroneously accepted, the excess amount will be disregarded and the bet amount placed will be revised accordingly and the difference paid back to the Player.
- g) Playbet Games require adequate bandwidth for the full enjoyment of the game and active and timely participation of the Player. It is recommended that only Player's having the required bandwidth play the live games.
- h) Aborted and Miscarried Games

- i. Should a Player's device malfunction or internet connection be lost after the bet has been placed and received on The Companies' system the bet/s will be accepted and will participate in the game. The outcome of the game can be checked after the Player's device or connection are functioning properly again.
- ii. Should any of the Companies' systems malfunction before a result is determined then all confirmed bets will be immediately voided and bets that have been confirmed will be credited back to the player's account.

## 20. SERVICES – GENERAL SPORTS BETTING RULES

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a) The following terms apply only to your use of the Sportsbook Services (“**General Sports Betting Rules**”). Please note that in the event of any conflict between this Clause and the remaining parts of the Terms, this Clause shall prevail to the extent that it applies to your use of the Sportsbook Services.

b) In this Clause, the words and terms herein indicated shall have the following meaning assigned to them

- The “Company” shall refer to us Lucky Stream Limited, a company incorporated in Malta having company number C 53884
- A “Bet” is the action whereby an Account Holder places a Wager on the outcome of an Event or a Match
- An “Account Holder” refers to a person who has registered in accordance with our terms and conditions;
- A "Wager" is the amount placed as a stake and to “place a Wager” shall mean to bet on the outcome of an event
- A "Payout" is the gross amount, including the Wager, paid after the outcome of a match or an event.
- "Actual Winning" is a Payout minus a Wager.
- An “Event” or a “Match” refers to any event, outcome or result upon which the Company allows an Account Holder to place a Bet;
- "Handicap" is the possibility to place a Bet on the outcome of a Match or Event where one team or Participant has been given a points start as an advantage.

- "Correct Score" is the possibility to place a Wager on the correct score on a match or event. Bet is valid for full time if nothing else is stated.
- "Over/Under" is the possibility to Bet on the outcome of an Event to be over or under a specified number. Bet is valid for full time if nothing else is stated.
- "Odd/Even" is where it is possible to Bet of an Event. "Odd" is 1,3,5 etc.; "Even" is 0,2,4 etc. Bet is valid for full time if nothing else is stated.
- "Influence Betting" is an act, prohibited by the Company, where an Account Holder, or parties acting in association with an Account Holder, can influence the outcome of a match or an event - directly or indirectly.
- "Syndicate Betting" is an act, prohibited by the Company, where an Account Holder, or parties acting in association with an Account Holder, evades the Rules of the Company - directly or indirectly.
- "Error" shall be read in accordance with the provisions of Clause 13 of the General Terms and Conditions and includes a mistake, misprint, misinterpretation, mishearing, misreading, mistranslation, spelling mistake, technical hazard, registration error, transaction error, manifest error, Force Majeure and/or similar.
- The "Result" is the official result as declared by the governing association of the match or the event, as the full time result, notwithstanding the match or event being shortened, later changes of the official result and/or Errors.
- The "Participant" is an object constituting part of an event.
- "Livebetting" is where it is possible to Bet during an ongoing match or event. The Company do not acknowledge or accept any liability whatsoever if it not possible to place a Bet, or any technical problem is encountered, temporary or otherwise. At all times it is the Account Holder's responsibility to be aware about the score. All Bets are settled according to the general betting rules.
- "Neutral Ground" or similar information is considered as added information but The Company do not acknowledge or accept any liability whatsoever if any neutral venues are not correct or not listed as such. At all times it is the Account Holder's responsibility to be aware about the match venue.
- "Half time/Full time" is where it is possible to Bet on the result in half time and the outcome of the match. Bet is void if the match is played in a different time format. Bet is valid for full time if nothing else is stated.
- "Special bet offers" as first goal scorer, first corner, first penalty, first throw-in, half time result, over/under, fantasy matches and similar bet offers are considered as valid bets if the outcome of the bet cannot change even though the match or event at a later stage is abandoned or there is no official result or the result is changed by the governing association irrespective when the decision is taken.
- "Full time" is defined by the official rules published by the respective governing association. For example in football full time is stipulated to 90 minutes including injury time, but does not include extra time.

c) A Bet:

- Can only be placed by an Account Holder;
  - Can only be placed by an Account Holder who does not know nor can he influence the outcome of an Event;
  - Can only be accepted through the Internet or by other remote means, when such means are expressly accepted by the Company
  - Is deemed to be valid following confirmation of acceptance from our remote servers. This acceptance is demonstrated by the bet's transaction code that will appear on screen. When a bet is placed and accepted, the corresponding amount is charged against your account. Once accepted, bets cannot be cancelled or amended in any way. In some isolated cases confirmation of a Bet may be delayed. You will be informed about this in the betting slip.
  - Is debited to the Company Account of the Account Holder;
  - Cannot be made in excess of the amount held in credit on the Company Account;
  - Is made at the fixed odds at the time of acceptance by the Company, unless otherwise stated;
  - Is always accepted at the Company's discretion; and
  - Is subject to these Sports Services Rules, unless specific and special terms and conditions apply to that specific Bet, in which case, you will be informed accordingly
- d) In the event of a dispute as to the time when a bet was made, the time the bet was registered by us shall govern.
- e) We reserve the right to limit or refuse bets without providing any reason whatsoever.
- f) Multiple betting are not acceptable on the same Event, unless otherwise advised.
- If Bet(s) in excess of the aforementioned limits are accepted in Error, the excess will be disregarded unless other arrangements have been explicitly agreed to.
  - Irrespective of whether the aforementioned limits are reached or not, the amount accepted for Bet(s) can be limited, prior to acceptance, at the Company's discretion.
- g) A Bet can be declared void, and will be, in that event, settled with the odds of 1.00.
- h) Unless specified otherwise in the Specific Sports Betting Rules, a Bet is declared void:
- On an abandoned match or event, where a Result has not been declared within 48 hours. Provided that with respect to all South American and Greek club matches, Bets submitted before the start of the Event relating to Full-Time Result and Double Chance markets will be settled on the score at the time of the abandonment;
  - On a cancelled or a postponed match or event, which within 48 hours after the scheduled start time has not been started;
  - On a Handicap match or event where the outcome is a tie, including the Handicap;
  - Where at least one Participant does not participate in the Match, is a non-starter or is disqualified.

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i) A Bet made as an accumulative bet shall remain valid notwithstanding a match or an event which is part of the accumulative Bet being void. The Bet which relates to the Event or Match which has been declared void shall be settled at odds of 1.00 but will not impact the other bets in the same betting slip.

j) The Company reserve the right, at its own discretion, to declare a Bet void, totally or partly, if we determine that:

- Bets have been offered, placed and/or accepted due to an Error;
- Bets have been placed after the event has started (other than for live-betting);
- Account holder has been in breach of the Terms;
- Syndicate Betting has occurred;
- Influence Betting has occurred;
- A Result has been directly or indirectly affected by criminal actions and/or
- For any reason whatsoever, we are unable to validate the outcome of an Event.

k) If two or more Participants share certain finishing positions, the odds are divided by the number of Participants sharing those certain positions and are settled accordingly.

l) A Payout is credited to the Company' Account of the Account Holder.

m) The Company' reserve the right, at its own discretion, to adjust a Payout credited to an Account if it is obvious that the Payout has been credited to an Account due to an Error.

n) The Company reserve the right, from time to time, to adjust, amend and adopt special rules, subject to special conditions, applicable for particular matches or events that may be contradictory to the General Sports Betting Rules as above ("Special Sports Betting Rules").

o) Those special rules may either be published herein, under the heading "Special Sports Betting Rules" or in conjunction with published odds for those particular matches or events.

p) In the event of ambiguity or contradictory provisions, priority is as follows:

- (1) A Rule published in conjunction with an offer;
- (2) A Rule published under the heading Special Sports Betting Rules;
- (3) A Rule published under the heading General Sports Betting Rules;
- (4) A Rule published under the heading General Terms and Condition Rules.

q) We reserve the right to suspend/remove/add/modify any of the services which we provide with immediate effect and without prior notice.

| The minimum Wager is set at 0,10 Euro. -The maximum Wager and the maximum winning depends on the type of Event as follows:

**Category A sports**

Football

Basketball

**Category B sports**

Tennis

Formula 1

Volleyball

Water polo

Motorcycling

Cycling

**Category C sports**

<b>Category A sports - Football</b>	<b>Max Wager</b>	<b>Max winnings (singles)**</b>	<b>Max winnings (multiples)**</b>	<b>Live betting available</b>
<b>Class 1</b> - Greek 1st Division, Premiership, Bundesliga, Serie A, Liga, French Ligue 1, Champions League & Europa League (not qualifying rounds)	€ 1,000	€ 5,000	€ 10,000	All games
<b>Class 2</b> - Other 1st divisions major European leagues (i.e. non-Eastern Europe), and internationals (except friendlies)	€ 500	€ 2,500	€ 5,000	Selected matches
<b>Class 3</b> - lower divisions major European leagues, minor European games and international friendlies, minor European and non-European leagues	€ 500	€ 2,500	€ 5,000	Greek 2nd division only
<b>Category A sports - Basketball</b>	<b>Max Wager</b>	<b>Max winnings (singles)**</b>	<b>Max winnings (multiples)**</b>	<b>Live betting available</b>
<b>Class 1</b> - Greek, German, Italian, Spanish, Turkish leagues, NBA and Euroleague	€ 500	€ 2,500	€ 5,000	All games
<b>Class 2</b> - All other games	€ 500	€ 2,500	€ 5,000	No
<b>Category B sports</b>	<b>Max</b>	<b>Max winnings</b>	<b>Max winnings</b>	<b>Live betting</b>

	Wager	(singles)**	(multiples)**	available
Events of special interest, e.g. involvement of Greek players	€ 500	€ 2,500	€ 5,000	Selected events
Other events	€ 500	€ 2,500	€ 5,000	No
<b>Category C sports</b>	<b>Max Wager</b>	<b>Max winnings (singles)**</b>	<b>Max winnings (multiples)**</b>	<b>Live betting available</b>
All events	€ 200	€ 1,000	€ 3,000	Selected events

You understand that when compiling our odds, we have assumed that:

- i. the Event will occur on the date on which it was intended;
- ii. the Event will be played in the circumstances and conditions intended;
- iii. the Event will not be suspended;
- iv. the Event will not be interrupted
- v. all the participants at the start of the Event is the intended number.

The following terms will determine what happens if any of the above shall occur.

#### I. EVENT NOT STARTING ON THE DATE IT WAS INTENDED

<b>General Rule</b>	<ul style="list-style-type: none"> <li>If the Event starts within 48 hours from the date displayed as the start date, all bets submitted will be valid for the rescheduled date;</li> <li>If the Event starts after 48 hours from the date displayed as the start date, all bets submitted will be void.</li> </ul>
<b>Special Rule</b>	

#### II. CONDITIONS AND CIRCUMSTANCES (EXCLUDING CLIMATIC ELEMENTS) CHANGING FOR EVENT (EXAMPLE: CHANGE OF PLAYING SURFACE OR CHANGE OF LOCATION)

<b>General Rule</b>	All bets will stand unless the change is one of location whereby the participant will play on the opposing side or in a neutral ground
<b>Special Rule</b>	

#### III. EVENT IS SUSPENDED (EVENT IS STOPPED BUT IS CONTINUED AT A LATER DATE)

<b>General Rule</b>	<ul style="list-style-type: none"> <li>If the Event is stopped but restarted within 48 hours from the date displayed as the start date, all bets submitted will be valid for the rescheduled date;</li> <li>If the Event is stopped but restarted after 48 hours from the date displayed as the start date, all bets submitted will be void.</li> </ul>
<b>Special Rule</b>	

#### IV. EVENT IS INTERRUPTED (EVENT IS STOPPED AND IS NOT CONTINUED AT A LATER DATE)

<b>General Rule</b>	All bets submitted will be void. All bets that are not decided will be void
<b>Special Rule</b>	Special rules take precedence over general rules

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<i>Tennis</i>	If a participant withdraws from the game of tennis after the start of the match, all the respective bets will be void. Provided that if at the time of interruption (withdrawal), the respective Event has already been determined (Example: betting on first set where participant withdraws in second set), all bets will stand.

#### V. EVENT'S PARTICIPANTS AT START OF EVENT IS LESS THAN THE INTENDED NUMBER

<b>General Rule</b>	All bets submitted will be void
<b>Special Rule</b>	<i>Special rules take precedence over general rules</i>
<i>Golf</i>	Bets submitted on the winner of a golf tournament who does not tee off are voided
<i>Tournament</i>	Bets that forecast the winner of a championship, tournament or ante-post race for all other sports are lost if the entrant cannot participate or finish.
<i>Head to Head</i>	Both participants must start the Event – otherwise all bets are voided One of the participants must get a result – otherwise the bet will be void Provided that in motorsports, if one driver or rider fails to complete the race, the driver or rider who completes the race or who completes the higher number of laps/stages will be considered as the winner.

r) We operate a strict anti-cheating policy and strive to ensure that no player has an unfair advantage over any others. Cheating shall not be tolerated and anyone caught cheating or attempting an unfair advantage shall have his account suspended. Moreover, we prohibit the posting of any third party content on our website.

s) When placing the bet, you confirm that you do not have any previous knowledge of the result of the respective event underlying the bet. We reserve the right to void any bet which may be inadvertently accepted when your account does not have sufficient funds to cover the amount of the bet placed.

t) In the case of bets with fixed odds, the winnings are calculated by multiplying the stake by the fixed odds.

In the case of live bets, you are able to accept any changes in odds during the bet placement process. Changes in odds are understood to be those which change between the pick being added to the bet slip and the bet being accepted by us. The actual odds are then displayed in the bet confirmation notification. If you do not receive a bet confirmation notification, the bet is still valid if it is displayed in the “My bets” section of the betting account



