

# **General Terms and Conditions of the Deutsche Lotto- und Toto-Agentur Ltd. for the online platform [www.lottohelden.de](http://www.lottohelden.de)**

Last update: 06.11.2023

## **Foreword**

Please read these terms and conditions (or “Terms and Conditions”) carefully before using our Website. By registering on the Website or by visiting the Player Account, Players accept and agree to these Terms and Conditions and the Privacy Policy. The Terms and Conditions and the Privacy Policy are published on the Website and may be changed at any time. The new version of these Terms and Conditions will take effect immediately upon the next visit or login on the Website.

Players are not allowed to place Orders or participate in Instant Win Games unless they accept the new Terms and Conditions and associated Sportsbetting Rules (in so far as is applicable). By continuing to use the Website the Player agrees to be bound by the Terms and Conditions as amended.

The Website enables Players to

- a. participate in Environmental Services operated by ELBL (as detailed in clauses 3.6 and 10.17).
- b. place Bets on the results of official or state-run lotteries such as the American MUSL Powerball, the pan-European DLTB Eurojackpot and many others;
- c. participate in Instant Win Games operated by ELBL;

## **Parties**

“ELBL” – European Lotto and Betting Limited, a company which is officially licenced in Malta and regulated by the Malta Gaming Authority (licence number 609/2018 and 475/2018). ELBL’s registered company number is C84690 and its registered address is Level 5, St Julians Business Centre, Elia Zammit Street, STJ 3153 Malta (EU).

“DLTA” – Deutsche Lotto- und Toto-Agentur Limited, a company founded and incorporated in Malta with registered company number C90867 and registered address, Level 5, St Julians Business Centre, Elia Zammit Street, STJ 3153 Malta (EU).

## **Roles of DLTA and ELBL**

DLTA is responsible for the operation of the Website, the Player Accounts, the placing of Orders with ELBL, the organisation of purchases of Instant Win Games (see Foreword b.), the forwarding of the Players’ stakes to ELBL and the forwarding of Winnings from ELBL to the Players within the scope of these Terms and Conditions. When placing Orders in Malta, DLTA acts in the name and on behalf of the Player.

ELBL is responsible for selecting, organising and procuring Environmental Services.

ELBL also acts as a bookmaker, determines the odds, calculates the Winnings and is responsible for the payment of Winnings and pays out the Winnings in Malta to DLTA for distribution to Players. Through complex hedging measures and instruments (both financial instruments and the purchase of actual entries into the underlying lotteries), ELBL guarantees the payout of all Winnings.

Affiliated Companies also conduct own lottery-style draws using a certified random number generator.

- a. When submitting an Order, the Player instructs DLTA to forward the Order to ELBL for and on the Player's behalf. ELBL will then select, organise and procure Environmental Services as published on [www.lottoland.com/umwelthilfe](http://www.lottoland.com/umwelthilfe) and act as a bookmaker for the Player.
- b. When ordering an ELBL virtual Instant Win Game participation ("IWG participation"), the Player instructs DLTA to purchase an IWG participation from ELBL. DLTA will then act as IWG participation intermediary for the Player and ELBL will act as IWG participation operator for the Player.

## **Contracts**

When placing an Order, the Player enters two contracts:

- a. At the time of registration or placement of an Order, the Player enters a free contract with DLTA in relation to the use of the Website, the set up and the management of their Player Account, the forwarding of the Order for and on their behalf with ELBL in Malta, the payment of the Player's Stakes to ELBL, the payout of Winnings received from ELBL to the Player, which all take place in Malta.
- b. When DLTA places an Order with ELBL for and on their behalf, the Player enters a contract with ELBL. That contract includes the selection, organisation and procurement of Environmental Services as published on [www.lottoland.com/umwelthilfe](http://www.lottoland.com/umwelthilfe) from time to time and regulates the terms and conditions for all Bets, the rules of the games offered by ELBL as well as the payout of Winnings.

## **Contracts – Instant Win Games**

When purchasing an IWG participation, the Player also enters two contracts:

- a. At the time of registration or placement of an order, the Player enters a free contract with DLTA in relation to the use of the Website, the set up and the management of their Player Account, the execution of the instruction to acquire an IWG participation on their behalf at ELBL, the payment of the purchase price to ELBL and the Winnings back to them.
- b. When participating in an Instant Win Game, the Player buys a chance of winning from ELBL.

## **Stakes and Fees**

For Orders and IWG participations, the Player pays DLTA a Stake which is fully claimed by ELBL and therefore fully forwarded from DLTA to ELBL. The Player does not have to pay any fees for DLTA's services.

## Structure of these Terms and Conditions

The introduction, namely all provisions above and the definitions contained below, apply to the entirety of these Terms and Conditions, including sections one to three below.

The first section of these Terms and Conditions contains the contractual provisions of the legal relationship between the Player and DLTA (*“First Section – Specific Terms and Conditions of DLTA”*).

The second section of these Terms and Conditions contains the contractual provisions of the legal relationship between the Player and ELBL (*“Second Section – Specific Terms and Conditions of ELBL”*).

The third section of these Terms and Conditions contains general contractual provisions in respect of the legal relationship between both the Player and DLTA as well as to the contract between the Player and ELBL (*“Third Section – General Terms and Conditions”*).

## Definitions

“Affiliated Company” – another company which is licensed to accept bets and/or has entered an agreement with ELBL.

“Alternative Service” – is as described in clause 11.15.

“Bank Account” – the bank account of a commercial credit institution provided by the Player and linked to the Player Account.

“Bank Card” – a prepaid, debit or credit card or any other card with a payment and/or credit function and used as a payment method.

“Bet” – either (a) a bet on the outcome of a certain real or virtual event, for example the result of a certain lottery or sports event at a set point in time, as offered by the Website and submitted directly or indirectly, via internet, telephone or other channels; or (b) in the case of the Alternative Service, a contractual right to winnings.

“Betting Event” – the events DLTA makes available to Players as described in the ELBL game overview or Sportsbetting Rules and on which Bets may be placed, including but not limited to (i) draws of Underlying Lotteries and (ii) betting on the outcome of a sports event in accordance with the Sportsbetting Rules (“Sportsbetting”).

“DLTA-SpecialJackpot” or “SpecialJackpot” – the highest possible win in the highest Prize Category (without activation of the feature “DoubleJackpot”, “Megaplier” or “PowerPlay”)) communicated by DLTA in regards to a ELBL game, if that sum is higher than the published jackpot of the relevant underlying lottery.

“DoubleJackpot” – an additional option that a Player can select on the Virtual Play Slip which doubles the Player’s entitlement to a Jackpot. On one Virtual Play Slip, only either the option DoubleJackpot or NumberShield can be played.

“ELBL Winning Bet” – a winning Bet for an EBL game, which was successfully submitted directly or indirectly, via Internet, telephone or other channels, and placed by DLTA on behalf of the Player with EBL, including possible winning Bets introduced through a third party to Affiliated Companies and then placed by a third party on behalf of the Player with the Affiliated Companies.

“Environmental Services” – the selection, organisation and procurement of environmental initiatives with the objective of improving the state of the world’s environment, as further detailed in clauses 3.6 and 10.17 and on [www.lottohelden.de/umwelthilfe](http://www.lottohelden.de/umwelthilfe) (as updated from time to time by EBL).

“Excluded List” means any of the following:

- (i) any person citizen of or resident in a country listed by the Financial Action Task Force as posing a risk to the international financial system as set out in the ‘Countries’ section of <http://www.fatf-gafi.org/> under [“High risk jurisdictions subject to a call for action”](#) and “Jurisdictions under [“Increased monitoring”](#) as varied from time to time by FATF;
- (ii) any person listed on the [financial sanctions list of HMRC](#), as varied from time to time
- (iii) any person citizen of or resident in the United States of America.

“Instant Win Game” or “IWG” – a virtual, random number generator-based game operated by EBL, e.g. instant lottery games or scratchcards.

“Jackpot” – in the case of a Bet, the maximum possible winning at DLTA in respect to the relevant Prize Category/Prize Categories of the relevant Betting Event or the sum thereof without the option DoubleJackpot, Megaplier, Mini Bet (also referred to as Mini Ticket) or, PowerPlay or, in the case of an Instant Win Game, the sum announced in the highest Prize Category. Jackpots can be fixed to an amount chosen and advertised by DLTA.

“Megaplier” – an additional option that a Player can select in relation to Bets on MegaMillions. When selected, if the Player win is in the Type B or Type C Prize Category, those Winnings are subject to a multiplier, such multiplier being the number of the first ball drawn in the draw for the Underlying Lottery out of either 2, 3, 4 or 5.

“Mini Bet” (also referred to as “Mini Ticket”) – an additional option that a player can select in relation to Bets. When selected, the Player’s Winnings for that Bet will be subject to a division based on the percentage indicated on the Website.

“NumberShield” – an additional option that a Player can select on the Virtual Play Slip which guarantees the Player’s entitlement to undivided Winnings in case of other winners. On one Virtual Play Slip, only either the option of NumberShield or DoubleJackpot can be played.

“Order” – an order from the Player to EBL for the provision of Environmental

Services and Bet(s).

“Pay Out” – the amount, which the Underlying Lottery Operator of a ELBL game has to pay out or has already paid out in respect to a correctly matched Bet on a relevant Betting Event in a relevant Prize Category.

“Player” – a registered user of the Website.

“Player Account” – the notional account created by a Player on the Website through which the Player can place Orders on the Website as well as play IWGs.

“PowerPlay” – an additional option that a Player can select in relation to Bets on Powerball. When selected, PowerPlay affects the relevant Player’s Winnings as follows:

- a) If the Player win is in the Type B Prize Category, those Winnings are doubled;
- b) If the Player win is in the Type C Prize Category, those Winnings are subject to a multiplier as detailed in clause 11.4

“Privacy Policy” – the valid policy published by DLTA in respect of the use and storage of personal information, which is incorporated by reference into these Terms and Conditions.

“Prize Category” or “Prize Tier” – the amount of numbers correctly matched (including Super Numbers, Stars, Euro Numbers, Powerballs, Megaballs, Bonus Balls and/or others as applicable) determines the Prize Category in respect of the relevant ELBL game, as announced in the official rules of the Underlying Lottery.

“RiNG” – a random number generator used to conduct lottery-style draws. The random number generator is compliant with the applicable regulatory model and standards.

“RNG” – a random number generator used by ELBL’s third party licensors to conduct lottery-style draws. The random number generator is compliant with the applicable regulatory model and standards.

“Stake” – this refers to either the sum of money the Player decides to place in respect of a an Order, or the sum of money staked for one or more IWGs.

“Type A Prize Category” – a Prize Category where the payout to the player depends on the number of ELBL Winning Bets and Underlying Lottery Winning Tickets in that Prize Category, as defined in the ELBL Game overview.

“Type B Prize Category” – a Prize Category where the payout to the player depends on the number of ELBL Winning Bets and Underlying Lottery Winning Tickets in that Prize Category, as defined in the ELBL Game overview.

“Type C Prize Category” – a Prize Category where the payout to the player is independent from the number of ELBL Winning Bets and Underlying Lottery Winning Tickets in that Prize Category, as defined in the ELBL Game overview.

“Underlying Lottery” – a lottery that an ELBL game is based on or a lottery-style draw using the RiNG technology unless otherwise stated herein.

“Underlying Lottery Jackpot” – the aggregate amount payable by the Underlying Lottery Operator in respect of all Underlying Lottery Winning Tickets in a Type A or Type B Prize Category in respect of the relevant draw of the Underlying Lottery, as announced by the Underlying Lottery Operator or, in a condition where no such Winning Tickets are announced, the amount that would have been payable by the Underlying Lottery Operator had there been a Underlying Lottery Winning Ticket in that Jackpot Prize Category in respect of the relevant draw. For ELBL Games using the RiNG technology or Loto Express numbers the amount is published on the Website.

“Underlying Lottery Operator” – the organisation that organises or co-organises the Underlying Lottery.

“Virtual Play Slip” – the electronic play slip on the Website to bet on a Betting Event.

“Website” – the internet portal of DLT, which is accessible at [www.lottohelden.tld](http://www.lottohelden.tld), including joint or mobile Websites, which are operated by DLT within the same or another domain or within the same or another brand, any subdomains operated by DLT (\* .lottohelden.tld) or top level domains ([www.lottohelden.\\*](http://www.lottohelden.*)) as for example [www.lottohelden.com](http://www.lottohelden.com) as well as iframes or comparable contents supplied by DLT within the Internet pages of third parties and any related mobile applications.

“Winnings” – this refers to either the premium to be paid to the Player in respect of an ELBL Winning Bet, or the prize paid out in case of a winning Instant Win Game.

All references in these Terms and Conditions in relation to a Player placing an Order refer to, unless otherwise regulated, the placing of an Order by DLT with ELBL in the name and on behalf of the Player in Malta. Unless the context clearly requires a different understanding, words used in one genus are to be understood in another genus as well.

## **FIRST SECTION – SPECIFIC TERMS AND CONDITIONS OF DLT**

### **1. The Player**

#### **1.1.**

Each Player warrants at all times that

- they have read and understood the Terms and Conditions;
- they are not under 18 years of age (under-age gambling is an offence);
- they are aware that they might lose their Stake submitted via the Website;
- they are not depositing monies originating from criminal and/or other un-authorised activities;
- they will pay any taxes due on Winnings;
- they are not persons on the Excluded List;
- the details provided by them at the point of registration and payment respectively are complete, accurate and have not been stolen or lost;

- they are at the time of placing their Order or playing an Instant Win Game neither located in Germany nor a director, officer, or employee (or their spouse or dependant) of DLTA or ELBL or of one of the DLTA or ELBL Group companies or a contractor or service provider of any of the DLTA or ELBL Group who is deemed by DLTA to be in a sensitive position;
- they are not restricted by limited legal capacity; and
- they only have one Player Account at DLTA.

DLTA is entitled to void an Order or Instant Win Game at any time if the Player is found to be or have been in breach at any time of any of these warranties, (including, for the avoidance of doubt, even after a relevant Betting Event has taken place which would have entitled the Player to certain Winnings except for a breach of these warranties).

#### 1.2.

The Player needs to personally register on the Website in order to use all services, place Order or play an Instant Win Game. DLTA reserves the right to refuse the completion of the registration for any person. Players must keep their Player Account details up-to-date at all times.

#### 1.3.

The Player may be required to provide the following data in the course of, included but not limited to, registration, purchase or payout of Winnings: name, residential address, gender, date of birth, email address, telephone number, payment method data as well as other information relevant or necessary for the realisation of services provided by DLTA. By providing this data the Player grants DLTA permission to verify the data provided, including the verification of their age, directly through DLTA or through specialised third party providers. DLTA is not responsible for failure of payout due to non-provision of data by the Player, or the provision of missing, incorrect, incomplete or expired data. DLTA is under no obligation to verify any data provided or to make contact with a Player to complete or change incorrect, incomplete or invalid data.

#### 1.4.

The Player shall immediately inform DLTA if their Bank Card or a comparable payment method, which they have specified on the Website, becomes lost, suspended or stolen; the same applies, if relevant passwords or confidential information has been submitted to third parties.

#### 1.5.

The Player must deposit monies into their Player Account from an account or source of which the Player is the account holder and indeed named as such. If the Player uses a payment method in respect of which the Player is not the account holder, DLTA is entitled to assume the Player is using his own funds and DLTA accepts no liability where that is not the case. If the Player uses a payment method in respect of which the Player is not the account holder, DLTA reserves the right to treat any deposit into the Player Account as being invalid (and any winnings arising from such deposit as void). Winnings or any payouts may be withheld pending the satisfactory completion of all relevant checks.

#### 1.6.

The Player shall inform DLTA about any changes with regards to information provided including, but not limited to Bank Cards and Bank Accounts, by updating their Player Account. DLTA cannot be held liable for any damages caused due to payment data being compromised.

1.7.

Players must not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to the Player's or third parties' participation in any Orders or Instant Win Game and shall not use any software-assisted methods or techniques or hardware devices for the Player's participation in any Order or Instant Win Game.

## **2. Player Account**

2.1.

The Player provides an email address and a password in the course of registration. The Player may self-manage their data at any time through the relevant Player Account.

2.2.

Players are not permitted to have more than one Player Account at any one time. If an additional account or accounts are or were opened by a Player and/or Payment details are used in multiple Player Accounts, DLTA will be entitled in its sole discretion to close any such accounts without notice. DLTA shall be entitled to inform ELBL who shall be entitled pursuant to the ELBL terms and conditions to void any Orders made by that Player or to void any IWG participations of that Player.

2.3.

DLTA shall be entitled in its sole discretion to define different minimum and maximum amounts for deposits and Stakes during a particular time period for a particular Player.

2.4.

The Player may also set specific deposit limits on their Player Account by using the respective facility in My Account on the Website.

2.5

The methods of deposit and/or withdrawal are detailed in the Player Account and vary depending on the country. Below are the key methods available for deposit and/or withdrawal as well as the average processing time for each:

<b>Payment Method for deposits</b>	<b>Average processing time</b>
Debit / Credit Card	Instant (online)
SEPA Direct Debit	Instant (online)
Bank Transfer	Instant (online)
E-wallets	Instant (online)

<b>Payment Method for withdrawals</b>	<b>Average processing time</b>
Debit / Credit Card	3 – 5 days
Bank Transfer	1 – 3 days



2.6.

The Player must keep their Player Account data (including but not limited to Player pass number (also known as customer number), username and password) in a safe place in order to prevent unauthorised access. The Player is responsible for all activities and transactions conducted through their Player Account.

2.7.

The Player is neither authorised to sell, transfer or grant third parties' access to their Player Account nor to use and/or acquire third parties' Player Accounts.

2.8.

The Player can lock their Player Account at any time ("Temporary Suspension" or "Self-Exclusion"). The order for Temporary Suspension or Self-Exclusion may be placed by using the respective facility in My Account on the Website. The Player may determine the duration of their Temporary Suspension or Self-Exclusion.

2.9.

DLTA does not accept any responsibility or liability if the Player nevertheless continues gambling and/or seeks to use the Website with the intention of deliberately avoiding the relevant measures in place and/or DLTA is unable to enforce its measures/policies for reasons outside of DLTA's reasonable control.

2.10.

The reopening of Player Accounts that have been self-excluded is only possible after the expiry of the Self-Exclusion period. For reopening their Player Account, Players must contact DLTA's Customer Service.

2.11.

The Player may close their Player Account permanently on the Website by using the facility My Account (also known as Personal Settings) or by contacting the DLTA Customer Service. The pre-condition for closing the Player Account is that there are no open or running Orders linked to the relevant Player Account. If the Player closes their Player Account and then opens a new Player Account, DLTA shall have the right to close such new Player Account at its discretion and without any further explanation to the Player.

2.12.

The Player can see a list of all their active and expired Orders and Instant Win Games under the My Games (also known as Active Play Slips and Play Slip History). An Order is only considered accepted by DLTA if the status of the play slip has the label "In Play" at the time of the relevant Betting Event or, in the case of Sportsbetting only, if an order receipt shows an order ID number or a status with an identical meaning, only in such an event is the Player entitled to any Winnings pursuant to that Bet. The order receipt confirmation sent by email or the status "Submitted", or in the case of Sportsbetting "pending" or a status with an identical meaning only indicate that DLTA has received the Order, not that it has been accepted. Only with the status "In Play", or in the case of Sportsbetting "accepted", in the overview shall the Order be considered accepted. In case that an Order is not accepted prior to the Betting Event taking place, DLTA will refund the value of the Stake to the Player or, where the Order gives rise to Winnings, DLTA may at its own absolute discretion

choose instead to accept the Order after the Betting Event takes place and pay out any Winnings.

2.13.

Where a Player submits an Order with DoubleJackpot or NumberShield selected, until the Order is labelled as “In Play” DLTA reserves the right to cancel the DoubleJackpot or NumberShield element of the Order. Where a Player has placed a Duration Order or Subscription with DoubleJackpot or NumberShield selected, DLTA may at any time cancel the DoubleJackpot or NumberShield element with respect to any of the individual Orders which are not labelled as “In Play”. In either of the events aforementioned in this clause, DLTA will refund to the Player the price of the DoubleJackpot or Numbershield option with respect to the affected Order(s).

### **3. Placing of Bets and Orders**

3.1.

The Player instructs DLTA to place Orders with ELBL on their behalf by filling out and submitting a Virtual Play Slip on the Website.

3.2.

After the Player has filled out the Virtual Play Slip, it is transferred to the Player’s shopping basket.

3.3.

The Player submits their Order by clicking on the relevant button in the shopping cart. Where the account balance is not sufficient the Player needs to provide their payment details and DLTA needs to get satisfactory confirmation of the payment before the Order is submitted.

3.4.

Once the Order is submitted, it cannot be amended or cancelled by the Player.

3.5.

DLTA acknowledges receipt of the Player’s order by email (except in the case of Sportsbetting). The Player may check the processing status of the relevant Order at any time on the Website in their Player Account.

3.6

When a Player instructs DLTA to place an Order with ELBL on their behalf, the Player is also instructing DLTA to instruct ELBL to order the Environmental Services.

A portion of the Stake for the Order is consideration for the supplied Environmental Services.

The Environmental Services may include, but will not be limited to, the analysis of environmental challenges and sourcing of solutions which can improve the state of the environment (for example, solutions to reduce CO2 pollution or cleaning the oceans); finding service providers or other organisations who can implement such solutions and selecting the most effective partners, procure the services to implement initiatives to improve the state of the environment and control of the effectiveness of

the procured initiatives (and other such services as provided on [www.lottolhelden.de/umwelthilfe/](http://www.lottolhelden.de/umwelthilfe/) from time to time).

The Player has the option to instruct DLTA to commission ELBL to provide certain environmental protection measures to the Player on the Player's behalf. Such commissioning requires an individual agreement on the type and scope of the environmental protection measures to be supplied to the Player as well as on the remuneration to be paid by the Player for this service. The player may contact Lottolhelden for this purpose at [service@lottolhelden.com](mailto:service@lottolhelden.com)

#### **4. Payment and Accounts**

##### **4.1.**

Betting or playing with no account balance or with a negative account balance is not possible.

##### **4.2.**

The Player will receive Winnings equivalent to 100,000.00 EUR or more in a handover ceremony open to media of DLTA's choice and will give one or more interviews (this does not apply to Players that are resident in the United Kingdom). The Player may still choose to stay anonymous. DLTA may at its discretion waive these obligations and/or choose an alternative payment method if needed for operational or other reasons. For transfers, DLTA may charge the Player with the fees for the bank transfer.

##### **4.3.**

With a direct debit order and authorisation respectively, the Player entitles DLTA or its appointees the authorisation to debit the relevant amount from the Bank Account provided by the Player.

##### **4.4.**

The Player agrees not to make any charge-backs, reversals or otherwise cancel any deposits into the Player Account, and in any such event to refund and compensate DLTA for such unpaid deposits including any expenses incurred by DLTA in the process of collecting such unpaid deposits. In addition, in the case of a returned direct debit in respect of a Player, DLTA may reject the acceptance of further payments from such Player. DLTA is entitled to transfer any such claims against a Player, including possible additional but appropriate fees to a collection agency.

##### **4.5.**

Any third party bank and payment processing charges and fees are borne by the Player and DLTA is entitled to debit the Player Account accordingly. This also applies to foreign exchange charges.

##### **4.6.**

DLTA will credit payments from Players to DLTA's bank account immediately upon receipt of funds. The Player has to state their player number (also known as customer number) with all bank transfers.

##### **4.7.**

In case a payment to DLTA from a Player Account of a Player is ceased, interrupted,

returned or for any other reasons not finalised or in case that such payment is cancelled afterwards or theft or fraud is obvious in this regard, DLTA shall be entitled to debit the relevant amounts including possibly existing additional fees imposed to DLTA.

4.8.

The Player shall not treat DLTA and/or ELBL as a financial institution and the credit balance of a Player's Account will not bear interest.

4.9.

The Player can directly withdraw funds that constituted Winnings under the My Transactions section (also known as Pay out Winnings). In order to mitigate money laundering and fraud, funds from unspent deposits can only be withdrawn by contacting Customer Support. Under no circumstances will a Player be able to withdraw any bonus funds in their Player Account.

4.10.

DLTA may carry out additional verification procedures at any time, including for most payouts relating to Instant Win Games or larger payouts in respect of Bets on the outcome of Betting Events.

4.11.

A Player can only withdraw funds to a bank account in the name of the Player Account holder.

4.12.

The credited amount deposited by the Player and the payable credit balance on the Player Account respectively are held in a bank account in the name of DLTA and are not subject to any particular escrow or mechanisms for protection in the event of insolvency.

4.13.

DLTA is entitled to debit the Player Account with appropriate expenses which refer to the costs incurred by DLTA because of the execution of assignments from a Player or the execution of an order.

4.14.

Winnings are tax-free or non-taxable in many countries. The Player is primarily responsible for correct payment of taxes, duties and levies. In the event that DLTA is required to pay any taxes, duties or levies directly to the regulatory authorities of a country in respect of a Player's winnings, then it shall be entitled to deduct those from the Player's Account or claim them from the Player accordingly.

4.15.

DLTA shall be entitled to deem a Player Account as inactive if the Player Account has not recorded any log in and, or log out for a period exceeding 12 consecutive months DLTA will notify the Player once their account is deemed as inactive.

If the Player Account is still deemed as inactive 30 days after the notification, the Player's claim to the account balance expires. DLTA is entitled to use the account balance at their discretion including, and not exclusive of, a donation to a charitable

organisation.

## **5. Rights of DLTA**

### **5.1.**

DLTA shall be entitled to suspend the relevant Player Accounts and Players from the use of the Website with immediate effect, if DLTA believes that a Player does not or did not meet the requirements named in these Terms and Conditions. In addition, DLTA shall be entitled to suspend the relevant Player Accounts and Players from the use of the Website, if DLTA believes that: i. the Player has provided false or misleading information in connection with their Player Account, any payment methods or otherwise in connection with the Website and the services available through it; ii. the Player maintains or maintained more than one Player Account; iii. the Player is involved in any fraud-related activities; iv. the Player is or was in breach of any other substantial provision of these Terms and Conditions; v. the Player has used the Website in a fraudulent manner or for illegal and/or unlawful or improper purposes including but not limited to if DLTA has reasonable suspicion that a Player is abusing or attempting to abuse a bonus, offer or other promotion form or taken advantage of any software or system bug or failure; vi. any of the events referred to in this clause may have occurred or are likely to occur; vii. required by law or if requested to do so by the police, by any regulatory authority or by court, in addition, DLTA shall be entitled to suspend the relevant Player Accounts and Players from the use of the Website, if DLTA believes that (i) any details of the Bank Account or Bank Card were, or have become, incorrect or the card is reported as lost or stolen or becomes the subject of fraud, (ii) DLTA receives a negative appraisal of creditworthiness for a Player or any direct debit collection due from a Player is returned for reasons attributable to the Player, (iii) the Player has used a payment instrument without the owners approval; or (iv) the Player has allowed a third party to place Orders using their Player Account.

DLTA shall monitor transactions in order to prevent money laundering. DLTA shall report any suspicious transactions to the Maltese Gaming Authority.

### **5.2.**

During the period of any suspension of a Player Account the Player will be prevented from accessing or using their Player Account; in addition, DLTA may investigate the event that gave rise to the suspension and DLTA will be entitled (but shall not be obliged) to require that the relevant Player provides all such identification documents as DLTA reasonably requires.

### **5.3.**

Should DLTA determine that the event giving rise to suspension has occurred, DLTA will be entitled to terminate the Player Account in question permanently and may choose to do so once any outstanding Stakes associated with that Player Account for future Orders and/or Instant Win Games expire or otherwise may at its discretion authorise ELBL to void such Orders or any IWG participations issued or played. If the Stake was placed by a Player under 18 years of age, DLTA shall authorise ELBL to void the relevant Orders and any IWG participations in which case the Stake (if

returned by ELBL to DLTA) will be returned from DLTA to that person's Bank Account and the Player Account will be closed.

5.4.

Should DLTA determine that such a breach has not occurred, the suspension of the Player Account will be brought to an end.

5.5.

If DLTA terminates a Player's use of the Website for any other reason, DLTA will notify the relevant Player by email using the email address provided to DLTA. In such circumstances, DLTA shall refund the payable balance held on the Player Account to the Player, after both stakes and any fees incurred have been deducted, and Winnings for all the future and open Bets and/or IWG participations that the Player has already purchased have been settled, using the Bank Account provided by the Player.

5.6.

DLTA may withhold, delay or cancel any Winnings or Player's funds from a Player if, DLTA deems in its absolute discretion that (i) there may be chargebacks in respect of the relevant Player Account or between that Player and any affiliate of DLTA, (ii) the Winnings stem directly from a chargeback or (iii) the Player has partaken in any form of bonus abuse, cheating, fraud or taken advantage of any software or system bug or failure.

5.7

In respect of Sportsbetting, multiple Bets that combine different selections within the same event are not accepted where the outcome of one affects or is affected by the other.

5.8

In respect of Sportsbetting, DLTA reserves the right to change odds and information displayed on the website at any time and without notice. DLTA will take reasonable care to ensure the accuracy of this information but information is presented as a guide only. Prices displayed on the website are indicative only and are not binding until an Order has been accepted by DLTA. In the event of any particular information (score, time of game etc) being incorrect DLTA or ELBL assumes no liability for this. Please refer to the Sportsbetting Rules for information on how individual sportsbetting markets are settled.

5.9

Copyright in the information displayed on this website is the property of DLTA and/or its licensors. This information is intended for personal use only and may not be displayed in public, broadcast or used for any commercial purpose without the express written consent of DLTA. Whilst every effort is made to ensure that the information is accurate, DLTA accepts no responsibility for any use made of the information provided on this website and excludes all liability in respect of any loss suffered by any person arising directly or indirectly from use of the information.

## **6. Winnings**

6.1.

Players may inform themselves with respect to Winnings on their Player Accounts on the Website. In addition, DLTA may inform the Player with respect to Winnings by email, SMS/text message or in other ways. Information about Winnings can be provided in any currency.

#### 6.2.

DLTA transfers the Winnings to the Player Account of the Player after publication of the relevant Pay Outs or official results on the Betting Event (taken from the official governing body of the Betting Event), calculation of Winnings and reception from ELBL. The Players are entitled to either use their Winnings to pay for future Orders and/or Instant Win Games or request that DLTA pay Winnings into a bank account in accordance with clause 4.2. above. For safety reasons, DLTA may transfer amounts to a Player's Bank Account or other bank account nominated by a Player, given that it is in accordance with clause 4.2. above, only after a copy of the front and back side of a valid identification document, whose information fits the name or maiden name, date of birth and address the Player has provided in the process of registration, has been received and accepted.

#### 6.3.

DLTA is authorised to in its sole discretion authorise ELBL to void the relevant Orders or Instant Win Games, if any of the following occur: (i) DLTA was instructed by a Player to place Orders only after the relevant deadline or after the start of the relevant Betting Event and/or if DLTA erroneously accepted an instruction to place Orders on the Website after the relevant deadline or after the start of the relevant Betting Event, (ii) DLTA becomes aware of a genuine error in relation to that Order or Betting Event and is not able to contact the Player to correct the error or confirm the Order before the deadline, (iii) DLTA was instructed to place an Order or purchase an IWG participation by a Player who has provided false, incomplete or expired information in connection with their Player Account or otherwise in connection with the Website or the services available through it, (iv) DLTA was instructed to place an Order or purchase an IWG participation by a Player who has been involved in any fraud-related activities in relation to the Order or Instant Win Game, the operation of the Player Account or otherwise in connection with the Website or the services available through it, (v) DLTA was instructed to place an Order or purchase an IWG participation by a Player who was, at the time of placing the Order, less than 18 years old, (vi) the Player maintains or maintained more than one Player Account, (vii) in conjunction with any Betting Event or Random Number Generator user for Instant Win Games, fraud and/or technical and/or human error or unwarranted influence was found, (viii) the Betting Event is declared by an organiser or co-organiser as being invalid, incorrect or published in error, as the case may be, or (ix) DLTA deems in its absolute discretion that a Player has partaken in any form of bonus abuse, cheating, fraud or taken advantage of any software or system bug or failure.

#### 6.4.

DLTA passes on only those Winnings, which were paid out by ELBL to DLTA for the Player. DLTA is only obliged to credit Winnings to a Player Account or comply with instructions from a player to pay Winnings into a bank account in accordance with clause 4.2. above if (i) DLTA received the Winnings from ELBL and (ii) the Player is entitled to a Winning.

#### 6.5.

For Winnings in any Prize Category or Instant Win Game, ELBL may require additional documents such as certified copies of a proof of identity and address, regardless of whether such proof was provided to DLTA previously. All requested and required documents must be provided by the Player no later than 12 weeks after the date of the Betting Event or the Winnings shall be forfeit.

## **7. Other Rights**

DLTA reserves the right, i. to set off against a Player's Winnings the amount of any unpaid Orders or Instant Win Games owed by that Player to DLTA or any affiliate; ii. to terminate, vary or suspend any Player Account, immediately and without prior notice, for any other reason at DLTA's sole discretion; and iii. to require that the relevant Player provide identification documents in order to enable DLTA to satisfy itself as to the validity of Player Account details and the Player's entitlement to the Winnings in accordance with these Terms and Conditions. DLTA may withhold payment of Winnings until any such matter has been solved entirely.

## **8. Website, Links and Banners**

### **8.1.**

DLTA reserves the right to make changes or corrections to, suspend or discontinue any aspect of the Website and the content or services or products available through it. Such changes shall not be applied retrospectively and in the event that such changes affect live Orders or Instant Win Games, DLTA shall be entitled to authorise ELBL to void relevant Orders and/or Instant Win Games and the Stakes (if returned by ELBL in such cases where they have been paid to ELBL) shall be repaid to the Player Account.

### **8.2.**

DLTA is not responsible for any promotional links or advertising banners of third party advertisers.

### **8.3.**

Players must not misuse the Website by introducing viruses, trojans, worms, or other material that is malicious or harmful. DLTA will not be liable for any loss or damage to Players caused by a distributed denial-of-service attack, viruses or other harmful material that may infect a Player's computer equipment, computer programs, data or other material while using the Website or any website linked to it.

### **8.4.**

While DLTA endeavours to ensure that the information on this Website is correct, DLTA does not warrant the accuracy or completeness. The Website may contain errors or inaccuracies, or information that is out of date.

### **8.5.**

The contents of this Website (including these Terms and Conditions) are protected by international copyright laws and other intellectual property rights. The owner of these rights is DLTA, its affiliates or other third party licensors. All products and company names and logos mentioned on this Website are the trademarks, service marks or trading names of their respective owners, including DLTA. Players are permitted to print and download extracts from this Website only for their personal



reference, and only provided that i. no documents or related graphics on this Website are modified in any way; ii. no graphics on this Website are used separately from accompanying text; and iii. the status of DLTA (and of identified contributors) as the author of any material on this Website is acknowledged.

8.6.

Other than as set out above, no part of this Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service including, but not limited to, text, graphics, video, messages, code and/or software without DLTA's express prior written consent.

## **9. Privacy Policy**

DLTA meets all statutory requirements with respect to the personal data of Players. The Privacy Policy shows more details in respect of the use and storage of the personal information.

## **SECOND SECTION – SPECIFIC TERMS AND CONDITIONS OF ELBL**

### **10. Orders**

10.1.

ELBL will accept Orders placed with it by DLTA on behalf of the Player, if instructions to place those Orders have been actioned by the Player and those Orders have been placed with it by DLTA.

Any reference in this section of the Terms and Conditions to a Player shall mean a Player acting through DLTA as their intermediary.

The Stake includes the purchase of Environmental Services.

ELBL is not a lottery operator. With ELBL, Players are placing Bets on the results of the draws of official and/or state-run lotteries and/or lottery-style draws using the RiNG or RNG technology.

10.2.

At least one Bet per Virtual Play Slip has to be filled in. Every Bet is classified either as a separate Bet ("Normal Bet") or as a combination of Bets ("System Bet"). In a System Bet, all possible combinations of the selected numbers are considered Normal Bets.

10.3.

Only the first player to choose the NumberShield option for a particular set of numbers will be entitled to the NumberShield. Only one player may enable NumberShield for a particular combination.

10.4.

Depending on the selected ELBL game the Player may place an Order for a certain duration ("Duration Orders") and also extend the duration automatically (Subscription). Stakes for Duration Orders will be debited by pre-payment at the

beginning of the relevant duration for all relevant Betting Events for the selected duration.

10.5.

The Player may automatically extend Orders by selecting the "Subscription" option. Depending on the selected ELBL game the player may select a renewal period from 1 to 52 weeks. After this Subscription period has elapsed the Orders are renewed automatically for the selected period for withdrawal, if no notice of cancellation was received via the Player Account. The cancellation of a Subscription must be received by 23:59h of the day prior to the day the period for withdrawal ends. Stakes for any subsequent Duration Orders (due to the automatic renewal of the Subscription) will be debited by pre-payment from any active Bank Card registered on the Player Account at the beginning of the relevant duration for all relevant Betting Events for the selected duration.

10.6.

By choosing the option "Jackpot-Cracker" or "JackpotHunt" the Player may automatically extend the Virtual Play Slip until the Jackpot in respect to the underlying lottery of the relevant ELBL game has been won. The period for withdrawal encloses only the next Betting Event date

10.7.

The deadline for betting on a Betting Event will be posted on the Website.

Valid Bets will be placed on the next relevant Betting Event that takes place, provided that they are placed before the respective deadline and provided that the Player has not selected something else on purpose. The deadline will be displayed on the Website. It is up to the Player to ensure that instructions are given to place the Bet before the relevant deadline. For the avoidance of doubt, instructions to place or the apparent placement of a Bet after the start of a specific Betting Event or a Betting Event that has actually occurred will not be valid, irrespective of any automatic confirmation, that may be generated via email or the Website, or irrespective of a wrong deadline displayed on the Website.

10.8.

The "When Jackpot is" feature will set Bets to enter/play a particular ELBL game only if the announced jackpot for the Betting Event has reached or exceeded the specified "When Jackpot is" amount for the relevant Betting Event.

10.9.

If a lottery draw does not take place or no draw result is published or officially announced, all valid Bets on that Betting Event will stand for the rescheduled draw (or, if there is none, the next available relevant draw) other than in respect of valid Bets placed on (i) Austrian Lotto, Austrian Joker, Spiel77, El Gordo Primitiva, Summer Lottery, El Niño, French Lotto, Irish Lotto, Irish Lotto +1, Irish Lotto +2, Irish Lotto Pick n Win, Polish Lotto, Polish Lotto+, Swiss Joker, Mark Six (also referred to as "Loto Plus" and "Kinai Lotto"), Keno 24/7, KeNow, Cash4Life, German Keno, GlücksSpirale, MULTI (also referred to as "Multi-Keno"), Swedish Lotto Plus 1 (also referred to as "Skandináv lottó+"), Swedish Lotto Plus 2, Swedish Joker Plus, Drömvinsten Plus or Mexico Melate, where all valid Bets will stand and the

Underlying Lottery will be replaced with a lottery-style draw using the RiNG technology that will take place at the same time as the official and/or state-run lottery draw was scheduled to take place or (ii) SuperEnalotto, where all valid Bets will stand for the draw of SuperEnalotto GO (using the certified random number generator “RiNG”) that takes place either at the same time as the original draw or, if none, the next available SuperEnalotto GO draw.

10.10.

ELBL endeavours to ensure that all the jackpot values for Betting Events offered on the Website are correct, but assumes no responsibility for errors contained in such information. EBL estimates the amount of future jackpots using certain assumptions, such as the current or future jackpot being won or rolled over, but is not liable for false assumptions, calculations or forecasts.

10.11.

Instead of using financial instruments to guarantee the payout of the jackpots and Winnings offered on the Website, EBL may also purchase actual entries into underlying lotteries on behalf of the Player. EBL may require winners for such entries to collect prizes directly from the Underlying Lottery Operator. In the event that Winnings for such entries incur any taxes, duties or levies, these are to be borne by the Player. Under no circumstances EBL shall have any obligation to pay the Player an amount an Underlying Lottery Operator may fail to pay the Player in connection with any Winnings for such entries.

10.12.

Maximum payouts

The total of all Winnings payable by EBL per Prize Category for a certain Betting Event must never exceed the numbers as set out below. If the numbers are exceeded, Winnings are divided among the winners.

German Keno: 5,000,000.00 EUR

GlücksSpirale and GlücksSpirale GO: Monthly payments of 50,000.00 EUR or 4,800,000.00 EUR as the sum of all future monthly payments.

Irish Lotto+1: 5,000,000.00 EUR

Irish Lotto+2: 1,250,000.00 EUR

Keno 24/7: 10,000,000.00 EUR

Kenoland: 10,000,000.00 EUR (10,000,000.00 GBP for GBP players)

KeNow: 5,000,000.00 EUR

MULTI (also referred to as “Multi-Keno”): 10,000,000.00 PLN

Polish Lotto+: 10,000,000.00 PLN

Spiel77 and Spiel77 GO: 10,000,000.00 EUR

Super6 and Super6 GO: 1,000,000.00 EUR

WorldMillions: such amount chosen and advertised by DLTA

EuroDreams: 7,200,000.00 EUR

10.13.

SpecialJackpots

For all games, EBL has the possibility to announce a SpecialJackpot under its sole discretion. In this case, the SpecialJackpot sum announced replaces any *Underlying Lottery Jackpot in that Type A Prize Category*.

10.14.

Only one Prize Category can be won per Normal Bet, which will be the highest of the available Prize Categories achieved by, and relevant to, that Bet. A System Bet can win in more than one Prize Category, based on the separate Bets it is made of.

10.15.

Syndicates

Winnings for ELBL Syndicate Winning Bets are calculated in three steps:

Step 1 – Calculation of Total Syndicate Winnings:

*Total Syndicate Winnings = The sum of all Winnings for all ELBL Winning Bets forming part of the Syndicate. The Winnings are calculated as per clause 11 of these Terms and Conditions*

Step 2 – Calculation of Syndicate Fraction:

*Syndicate Fraction = Number of Shares bought by the Player / Total of Shares advertised for the relevant Syndicate*

Step 3 – Calculation of Winnings for this ELBL Syndicate Winning Bet:

*Winnings for this ELBL Syndicate Winning Bet = Total Syndicate Winnings \* Syndicate Fraction*

Example 1: There is an ELBL Syndicate Winning Bet with Total Syndicate Winnings of 90,000,000.00 EUR. The Syndicate Fraction is 1 of 9. The Winnings for this ELBL Syndicate Winning Bet are 10,000,000.00 EUR.

Example 2: There is an ELBL Syndicate Winning Bet with Total Syndicate Winnings of 30,000,000.00 EUR. The Syndicate Fraction is 3 of 25. The Winnings for this ELBL Syndicate Winning Bet are 3,600,000.00 EUR.

10.16.

Winnings are calculated and credited in EUR. The exchange rate used is the European Central Bank Euro foreign exchange reference rate published for the relevant date on the ECB website or (if European Central Bank Euro foreign exchange rate is not available) the spot rate of exchange (the closing midpoint) for that currency into EUR on the respective draw date as published on oanda.com. This also applies for annuity payments. However, ELBL may, in its sole discretion, choose to calculate and credit Winnings in the currency in which the Bet was placed.

10.17.

ELBL will accept Orders placed with it by DLTA on behalf of the Player, if instructions to place those Orders have been actioned by the Player and those Orders have been placed with it by DLTA.

A portion of the Stake for the Order will be utilized to participate in the Environmental Services.

The Environmental Services may include, but will not be limited to, the analysis of environmental challenges and sourcing of solutions which can improve the state of the environment (for example, solutions to reduce CO2 pollution or cleaning the oceans); finding service providers or other organisations who can implement such

solutions and selecting the most effective partners, procure the services to implement initiatives to improve the state of the environment and control of the effectiveness of the procured initiatives (and other such services as provided on [www.lottohelden.de/umwelthilfe/](http://www.lottohelden.de/umwelthilfe/) from time to time).

10.18.

ELBL will use reasonable endeavours to ensure that all displayed information and results on the Website are correct.

10.19.

ELBL will not be liable for any mistakes in respect to the information displayed.

## **11. Winnings for Bets on Lotteries**

11.1.

ELBL calculates the Winnings for each Bet. The calculation is different per Underlying Lottery and Prize Category, the following table “ELBL Game Overview” explains how each Prize Category can be achieved and which calculation method applies for it.

<b>ELBL Game / Betting Event</b>	<b>Underlying Lottery</b>	<b>Underlying Lottery Operator</b>	<b>Type A Prize Category (Main Jackpot)</b>	<b>Type B Prize Categories (Non-Main Jackpot)</b>	<b>Type C Prize Categories (Non-Jackpot)</b>
EuroMillions (for Irish players: "Millionaire")	Euromillions (except for the Alternative Service, as described in clause 11.15 below)	Loterías y Apuestas del Estado (draw taking place in Paris)	1 (5+2 correct)	2 (5+1 correct) 3 (5+0 correct)	4 (4+2 correct) 5 (4+1 correct) 6 (3+2 correct) 7 (4+0 correct) 8 (2+2 correct) 9 (3+1 correct) 10 (3+0 correct) 11 (1+2 correct) 12 (2+1 correct) 13 (2+0 correct)
EuroJackpot	Eurojackpot	Deutscher Lotto- und Totoblock (DLTB)	1 (5+2 correct)	2 (5+1 correct) 3 (5+0 correct)	4 (4+2 correct) 5 (4+1 correct) 6 (3+2 correct) 7 (4+0 correct) 8 (2+2 correct) 9 (3+1 correct) 10 (3+0 correct) 11 (1+2 correct) 12 (2+1 correct)

MegaMillions	Mega Millions (except for the Alternative Service, as described in clause 11.15 below)	Multi-State Lottery Association (MUSL)	1 (5+1 correct)	2 (5+0 correct)	3 (4+1 correct) 4 (4+0 correct) 5 (3+1 correct) 6 (3+0 correct) 7 (2+1 correct) 8 (1+1 correct) 9 (0+1 correct)
PowerBall	Powerball (except for the Alternative Service, as described in clause 11.15 below)	Multi-State Lottery Association	1 (5+1 correct)	2 (5+0 correct)	3 (4+1 correct) 4 (4+0 correct) 5 (3+1 correct) 6 (3+0 correct) 7 (2+1 correct) 8 (1+1 correct) 9 (0+1 correct)
German Lotto	Lotto 6 aus 49	Deutscher Lotto- und Totoblock	1 (6+1 correct)	2 (6+0 correct)	3 (5+1 correct) 4 (5+0 correct) 5 (4+1 correct) 6 (4+0 correct) 7 (3+1 correct) 8 (3+0 correct) 9 (2+1 correct)
Spiel77	Spiel 77	Deutscher Lotto- und Totoblock	1 (7 correct)	-	2 (6 correct) 3 (5 correct) 4 (4 correct) 5 (3 correct) 6 (2 correct) 7 (1 correct)
Super6	Super 6	Deutscher Lotto- und Totoblock	-	-	1 (6 correct) 2 (5 correct) 3 (4 correct) 4 (3 correct) 5 (2 correct)

					6 (1 correct)
GlücksSpirale	Glücksspirale	Deutscher Lotto- und Totoblock	-	-	1 (1 correct) 2 (2 correct) 3 (3 correct) 4 (4 correct) 5 (5 correct) 6 (6 correct) 7 (7 correct)
Lotto Plus (also referred to as "UK Lotto")	Loto Express  (The number of Underlying Lottery Winning Tickets is taken from Camelot's "Lotto", not from Loto Express)	Loterie Romande	1 (6 correct)	2 (5+1 correct)	3 (5+0 correct) 4 (4 correct) 5 (3 correct) 6 (2 correct)
Irish Lotto	Lotto	Premier Lotteries Ireland	1 (6 correct)	2 (5+1 correct)	3 (5+0 correct) 4 (4+1 correct) 5 (4+0 correct) 6 (3+1 correct) 7 (3+0 correct) 8 (2+1 correct)
Irish Lotto+1	Lotto Plus 1	Premier Lotteries Ireland	-	-	1 (6+0 correct) 2 (5+1 correct) 3 (5+0 correct) 4 (4+1 correct) 5 (4+0 correct) 6 (3+1 correct) 7 (3+0 correct) 8 (2+1 correct)
Irish Lotto+2	Lotto Plus 2	Premier Lotteries Ireland	-	-	1 (6+0 correct) 2 (5+1 correct)



					3 (5+0 correct) 4 (4+1 correct) 5 (4+0 correct) 6 (3+1 correct) 7 (3+0 correct) 8 (2+1 correct)
Austrian Lotto	Lotto	Österreichische Lotterien Gesellschaft	1 (6 correct)	2 (5+1 correct)	3 (5+0 correct) 4 (4+1 correct) 5 (4+0 correct) 6 (3+1 correct) 7 (3+0 correct) 8 (0+1 correct)
Austrian Joker	Joker	Österreichische Lotterien Gesellschaft	1 (6 correct)	-	2 (5 correct) 3 (4 correct) 4 (3 correct) 5 (2 correct) 6 (1 correct)
EuroDreams	EuroDreams	Österreichische Lotterien Gesellschaft	1 (6 + 1 correct)	2 (6 correct)	3 (5 correct) 4 (4 correct) 5 (3 correct) 6 (2 correct)
Mega-Sena	Mega-Sena	Caixa Econômica Federal	1 (6 correct)	-	2 (5 correct) 3 (4 correct)
MEGA 2019	Mega-Sena (Mega da Virada)	Caixa Econômica Federal	1 (6 correct)	-	2 (5 correct) 3 (4 correct)
MINI	Mini-Lotto	Totalizator Sportowy	1 (5 correct)	-	2 (4 correct) 3 (3 correct)
Polish Lotto (also referred to as "Cricket Lotto")	Lotto	Totalizator Sportowy	1 (6 correct)	-	2 (5 correct) 3 (4 correct) 4 (3 correct)

Polish Lotto+ (also referred to as "Extra Innings")	Lotto Plus	Totalizator Sportowy	1 (6 correct)	-	2 (5 correct) 3 (4 correct) 4 (3 correct)
Swedish Lotto Plus 1 (also referred to as "Skandináv lottó+")	Loto Express  (The number of Underlying Lottery Winning Tickets is taken from Svenska Spel's "Lotto 1", not from Loto Express)	Loterie Romande	1 (7 correct)	-	2 (6+1 correct) 3 (6+0 correct) 4 (5 correct) 5 (4 correct)
Swedish Lotto Plus 2	Loto Express  (The number of Underlying Lottery Winning Tickets is taken from Svenska Spel's "Lotto 2", not from Loto Express)	Loterie Romande	1 (7 correct)	-	2 (6+1 correct) 3 (6+0 correct) 4 (5 correct) 5 (4 correct)
Swedish Joker Plus	Loto Express	Loterie Romande	-	-	1 (7 correct) 2 (6 correct) 3 (5 correct) 4 (4 correct) 5 (3 correct) 6 (2 correct) 7 (1 correct)
Drömvinsten Plus	Loto Express  (The number of Underlying Lottery Winning Tickets is	Loterie Romande	1 (7 correct in Swedish Lotto Plus 1 or 2 + 2 correct in	-	-

	taken from Svenska Spel's "Drömvinsten", not from Loto Express)		Swedish Joker Plus)		
SuperEnalotto (also referred to as "Super Lotto")	Super Enalotto  (except for the Alternative Service, as described in 11.15 below)	Sisal	1 (6 correct)	2 (5+1 correct) 3 (5+0 correct)	4 (4 correct) 5 (3 correct) 6 (2 correct) 7 (1 correct)
El Gordo Primitiva (also referred to as "SonntagsLotto" and "Sunday Lotto")	El Gordo de la Primitiva or RiNG (see clause 10.9)	Loterías y Apuestas del Estado	1 (5+1 correct)	2 (5+0 correct)	3 (4+1 correct) 4 (4+0 correct) 5 (3+1 correct) 6 (3+0 correct) 7 (2+1 correct) 8 (2+0 correct) 9 (0+1 correct)
French Lotto (also referred to as "Vive la France")	Loto	La Française des Jeux	1 (5+1 correct)	2 (5+0 correct)	3 (4+1 correct) 4 (4+0 correct) 5 (3+1 correct) 6 (3+0 correct) 7 (2+1 correct) 8 (2+0 correct) 9 (x+1 correct)
German Keno	Keno	Deutscher Lotto- und Totoblock	-	-	*
Plus5	plus 5	Deutscher Lotto- und Totoblock	-	-	1 (5 correct) 2 (4 correct) 3 (3 correct) 4 (2 correct) 5 (1 correct)

Saturday Jackpot (also referred to as "Hatoslottó Plusz")	Loto Express	Loterie Romande	1 (6 correct)	-	2 (5+1 correct) 3 (5+0 correct) 4 (4 correct) 5 (3+1 correct) 6 (1+2 correct)
MULTI	Multi Multi (also referred to as "Multi- Keno")	Totalizator Sportowy	-	-	*
MULTI Plus	Multi Multi Plus	Totalizator Sportowy	-	-	*
Christmas Lottery	Sorteo Extraordinario de Navidad	Loterías y Apuestas del Estado	-	-	1 ("El Gordo") 2 (2nd Prize) 3 (3rd Prize) 4 (4th Prize) 5 (5th Prize) 6 (5 correct Pedrea numbers) 7 (Numbers before and after "El Gordo") 8 (Numbers before and after 2nd Prize) 9 (Numbers before and after 3rd Prize) 10 (The first three digits of "El Gordo")

					11 (The first three digits of the 2nd Prize) 12 (The first three digits of the 3rd Prize) 13 (The first three digits of the 4th Prize) 14 (The last two digits of "El Gordo") 15 (The last two digits of the 2nd Prize) 16 (The last two digits of the 3rd Prize) 17 (Same last digit as "El Gordo")
Summer Lottery	Sorteo Extraordinario de Vacaciones	Loterías y Apuestas del Estado	-	-	1 (1st Prize) 2 (2nd Prize) 3 (3rd Prize) 4 (Numbers directly before and after the 1st prize) 5 (Numbers directly before and after the 2nd prize)

					6 (6th prizes (correct 3 digit terminations)) 7 (First 3 digits same as 1st prize) 8 (Last 3 digits same as 1st prize) 9 (Last 3 digits same as 2nd prize) 10 (First 3 digits same as 2nd prize) 11 (First 3 digits same as 3rd prize) 12 (12th prizes (correct 2 digit terminations)) 13 (Last 2 digits same as 1st prize) 14 (Last digit same as 1st prize) 15 (15th prizes (correct 1 digit terminations))
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El Niño	Sorteo Extraordinario de "El Niño"	Loterías y Apuestas del Estado	-	-	1 (1st Prize) 2 (2nd Prize) 3 (3rd Prize) 4 (Numbers directly before and after the 1st prize) 5 (Numbers directly before and after the 2nd prize) 6 (6th prizes (correct 4 digit terminations)) 7 (5th prizes (correct 3 digit terminations)) 8 (First 3 digits same as 1st prize) 9 (First 3 digits same as 2nd prize) 10 (First 3 digits same as 3rd prize) 11 (Last 3 digits same as 1st prize) 12 (Last 3 digits same as 2nd prize)
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					13 (13th prizes (correct 2 digit terminations)) 14 (Last 2 digits same as 1st prize) 15 (Last digit same as 1st prize) 16 (16th prizes (correct 1 digit terminations))
KeNow (also referred to as “Jeeto Lotto”)	Keno	Totalizator Sportowy	-	-	*
Cash4Life	Cash 4 Life	New York State Gaming Commission	1 (5+1 correct)	-	2 (5+0 correct) 3 (4+1 correct) 4 (4+0 correct) 5 (3+1 correct) 6 (3+0 correct) 7 (2+1 correct) 8 (2+0 correct) 9 (1+1 correct)
Mark Six (also referred to as “Loto Plus” and “Kinai Lotto”)	Mark Six	HKJC Lotteries Limited	1 (6 correct)	2 (5+1 correct)	3 (5+0 correct) 4 (4+1 correct) 5 (4+0 correct) 6 (3+1 correct) 7 (3+0 correct)
Quina	Quina	Caixa Econômica Federal	1 (5 correct)	-	2 (4 correct) 3 (3 correct) 4 (2 correct)



WorldMillions	plus 5 / Joker+ (Draw 2)	Deutscher Lotto- und Totoblock / La Française des Jeux	-	-	1 (8 correct) 2 (7 correct) 3 (6 correct) 4 (5 correct) 5 (4 correct) 6 (3 correct) 7 (2 correct) 8 (1 correct)
Swiss Lotto	Swiss Lotto	Swisslos Interkantonale Landeslotterie	1 (6+1 correct)	2 (6+0 correct)	3 (5+1 correct) 4 (5+0 correct) 5 (4+1 correct) 6 (4+0 correct) 7 (3+1 correct) 8 (3+0 correct)
Swiss Joker	Joker	Swisslos Interkantonale Landeslotterie	1 (6 correct)	-	2 (5 correct) 3 (4 correct) 4 (3 correct) 5 (2 correct)
Keno 24/7	Quick Draw	New York State Gaming Commission	-	-	*
Sport	Sportka 1. tah	SAZKA	1 (6+1 correct)	2 (6+0 correct)	3 (5+1 correct) 4 (5+0 correct) 5 (4 correct) 6 (3 correct)
Sport 2	Sportka 2. tah	SAZKA	1 (6+1 correct)	2 (6+0 correct)	3 (5+1 correct) 4 (5+0 correct) 5 (4 correct) 6 (3 correct)
Šance	Šance	SAZKA	-	1 (6 correct)	2 (5 correct) 3 (4 correct) 4 (3 correct)

					5 (2 correct) 6 (1 correct)
Bitcoin Lottery	Bonoloto	Loterías y Apuestas del Estado	1 (6 correct)	-	2 (5 correct) 3 (4 correct) 4 (3 correct) 5 (2 correct)
Millionaire Plus	Loto Express (except for the Alternative Service, as described in clause 11.15 below)  (The number of Underlying Lottery Winning Tickets is taken from Euromillions, not from Loto Express)	Loterie Romande	1 (5+2 correct)	2 (5+1 correct)	3 (5+0 correct) 4 (4+2 correct) 5 (4+1 correct) 6 (3+2 correct) 7 (4+0 correct) 8 (2+2 correct) 9 (3+1 correct) 10 (3+0 correct) 11 (1+2 correct) 12 (2+1 correct) 13 (2+0 correct)
LOTTO 6aus49 GO	RiNG	EU Lotto Ltd	1 (6+1 correct)	2 (6+0 correct)	3 (5+1 correct) 4 (5+0 correct) 5 (4+1 correct) 6 (4+0 correct) 7 (3+1 correct) 8 (3+0 correct) 9 (2+1 correct) 10 (0+0 correct)
Spiel77 GO	RiNG	EU Lotto Ltd	1 (7 correct)	-	2 (6 correct) 3 (5 correct)

					4 (4 correct) 5 (3 correct) 6 (2 correct) 7 (1 correct)
Super6 GO	RiNG	EU Lotto Ltd	-	-	1 (6 correct) 2 (5 correct) 3 (4 correct) 4 (3 correct) 5 (2 correct) 6 (1 correct)
GlücksSpirale GO	RiNG	EU Lotto Ltd	-	-	1 (1 correct) 2 (2 correct) 3 (3 correct) 4 (4 correct) 5 (5 correct) 6 (6 correct) 7 (7 correct)
EuroMillions GO	RiNG	EU Lotto Ltd	1 (5+2 correct)	2 (5+1 correct) 3 (5+0 correct)	4 (4+2 correct) 5 (4+1 correct) 6 (4+0 correct) 7 (3+2 correct) 8 (2+2 correct) 9 (3+1 correct) 10 (3+0 correct) 11 (1+2 correct) 12 (2+1 correct) 13 (2+0 correct)

					14 (0+0 correct)
EuroJackpot GO	RiNG	EU Lotto Ltd	1 (5+2 correct)	2 (5+1 correct) 3 (5+0 correct)	4 (4+2 correct) 5 (4+1 correct) 6 (3+2 correct) 7 (4+0 correct) 8 (2+2 correct) 9 (3+1 correct) 10 (3+0 correct) 11 (1+2 correct) 12 (2+1 correct)
Kenoland	Quick Draw	New York State Gaming Commission	-	-	*
SuperEnalotto GO	RiNG	EU Lotto Ltd	1 (6 correct)	-	2 (5+1 correct) 3 (5+0 correct) 4 (4 correct) 5 (3 correct) 6 (2 correct)
South African Lotto	LOTTO	Ithuba National Lottery	1 (6 correct)	-	2 (5+1 correct) 3 (5+0 correct) 4 (4+1 correct) 5 (4+0 correct) 6 (3+1 correct) 7 (3+0 correct) 8 (2+1 correct)
South African LottoPlus 1	LOTTO PLUS 1	Ithuba National Lottery	1 (6 correct)	-	2 (5+1 correct) 3 (5+0 correct) 4 (4+1 correct)

					5 (4+0 correct) 6 (3+1 correct) 7 (3+0 correct) 8 (2+1 correct)
South African LottoPlus 2	LOTTO PLUS 2	Ithuba National Lottery	1 (6 correct)	-	2 (5+1 correct) 3 (5+0 correct) 4 (4+1 correct) 5 (4+0 correct) 6 (3+1 correct) 7 (3+0 correct) 8 (2+1 correct)
Mexico Melate (also referred to as "Sena Mania")	Melate or RiNG (see clause 10.9)	Pronósticos Para la Asistencia Pública	1 (6 correct)	2 (5+1 correct) 3 (5+0 correct)	4 (4+1 correct) 5 (4+0 correct) 6 (3+1 correct) 7 (3+0 correct) 8 (2+1 correct) 9 (2+0 correct)
Revancha	Revancha	Pronósticos Para la Asistencia Pública	1 (6 correct)	2 (5 correct)	3 (4 correct) 4 (3 correct) 5 (2 correct)
Revanchita	Revanchita	Pronósticos Para la Asistencia Pública	1 (6 correct)	-	-
South African PowerBall	PowerBall	Ithuba National Lottery	1 (5+1 correct)	-	2 (5+0 correct) 3 (4+1 correct) 4 (4+0 correct) 5 (3+1 correct) 6 (3+0 correct) 7 (2+1 correct) 8 (1+1 correct) 9 (0+1 correct)

South African PowerBall PLUS	PowerBall PLUS	Ithuba National Lottery	1 (5+1 correct)	-	2 (5+0 correct) 3 (4+1 correct) 4 (4+0 correct) 5 (3+1 correct) 6 (3+0 correct) 7 (2+1 correct) 8 (1+1 correct) 9 (0+1 correct)
Deutsche WeihnachtsLotterie	RiNG	EU Lotto Ltd	-	-	1 - 13
SilvesterMillionen	RiNG	EU Lotto Ltd	-	-	1 - 4
El Gordo OsterLotterie	RiNG	EU Lotto Ltd	-	-	1 - 14
El Gordo HalloweenLotterie	RiNG	EU Lotto Ltd	-	-	1 - 14
El Gordo VatertagsLotterie	RiNG	EU Lotto Ltd	-	-	1 - 13
El Gordo WinterLotterie	RiNG	EU Lotto Ltd	-	-	1 - 13
El Gordo ValentinstagsLotterie	RiNG	EU Lotto Ltd	-	-	1 - 13
El Gordo FrühlingsLotterie	RiNG	EU Lotto Ltd	-	-	1 - 13
El Gordo Septiembre	Sorteo Extraordinario de "Septiembre"	Loterías y Apuestas del Estado	-	-	1 - 18
Millionärs Tombola	RiNG	EU Lotto Ltd	-	-	1
MiniLos	RiNG	EU Lotto Ltd	1 (6 correct)	-	2 (5 correct) 3 (4 correct) 4 (3 correct) 5 (2 correct) 6 (1 correct)

LOTTO Plus	LottoPlus	Österreichische Lotterien Gesellschaft	-	-	1 (6 correct) 2 (5 correct) 3 (4 correct) 4 (3 correct)
Daily Million	Daily Million	Premier Lotteries Ireland	1 (6 correct)	-	2 (5+1 correct) 3 (5 correct) 4 (4+1 correct) 5 (4 correct) 6 (3+1 correct) 7 (3 correct)
Daily Million Plus	Daily Million Plus	Premier Lotteries Ireland	1 (6 correct)	-	2 (5+1 correct) 3 (5 correct) 4 (4+1 correct) 5 (4 correct) 6 (3+1 correct) 7 (3 correct)
Zweite Chance (2. Chance)	2. Chance	Swisslos Interkantonale Landeslotterie	-	-	1 (5 correct) 2 (4 correct) 3 (3 correct)
25 Fette Jahre	Glücksspirale	Deutscher Lotto- und Totoblock	-	-	1 (7 correct) 2 (6 correct) 3 (5 correct) 4 (4 correct) 5 (3 correct) 6 (2 correct) 7 (1 correct) 8 (1 correct)
25 Super Fette Jahre	Glücksspirale	Deutscher Lotto- und Totoblock	-	-	1 (7 correct) 2 (6 correct) 3 (5 correct) 4 (4 correct) 5 (3 correct)

					6 (2 correct) 7 (1 correct) 8 (1 correct)
Hello Monday	Loto	La Française des Jeux	1 (5+1 correct)	2 (5+0 correct)	3 (4+1 correct) 4 (4+0 correct) 5 (3+1 correct) 6 (3+0 correct) 7 (2+1 correct) 8 (2+0 correct) 9 (x+1 correct)
Play for Ukraine	Mini-Lotto	Totalizator Sportowy	1 (5 correct)	-	2 (4 correct) 3 (3 correct)
Urlaubsgeld	Mini-Lotto	Totalizator Sportowy	1 (5 correct)	-	2 (4 correct) 3 (3 correct)
Weihnachtsgeld	Mini-Lotto	Totalizator Sportowy	1 (5 correct)	-	2 (4 correct) 3 (3 correct)
Extragehalt	Mini-Lotto	Totalizator Sportowy	1 (5 correct)	-	2 (4 correct) 3 (3 correct)
Extracash	Mini-Lotto	Totalizator Sportowy	1 (5 correct)	-	2 (4 correct) 3 (3 correct)
Blitzcash	Mini-Lotto	Totalizator Sportowy	1 (5 correct)	-	2 (4 correct) 3 (3 correct)
Geldregen	Mini-Lotto	Totalizator Sportowy	1 (5 correct)	-	2 (4 correct) 3 (3 correct)
TeleLotto	Ekstra Pensja	Totalizator Sportowy	1 (5 correct)	-	2 (4 correct) 3 (3 correct)
SommerMillionen	RiNG	EU Lotto Ltd	-	-	1 - 4



## 11.2.

### Winnings in a Type A Prize Category

The Winnings payable in respect of each ELBL Winning Bet in a Type A Prize Category (as defined in the table in 11.1., for example Prize Category 1 in EuroMillions) will depend on the number of the Underlying Lottery Winning Tickets in that Prize Category, the number of ELBL Winning Bets in that Prize Category, the payable Prize by the Underlying Lottery Operator for the Underlying Lottery Winning Tickets in that Prize Category as well as the Underlying Lottery Jackpot in that Prize Category.

ELBL calculates the Winnings in a Type A Prize Category on the basis of the amount of aggregate stakes published by the Underlying Lottery Operator as well as the distribution to that Jackpot Prize Category or on the basis of the jackpot published on the Website of the Underlying Lottery Operator for that Prize Category of the relevant draw of the Underlying Lottery.

#### Only one ELBL Winning Bet in a Type A Prize Category

If there is only one ELBL Winning Bet in a Type A Prize Category, the Winnings payable in respect of this ELBL Winning Bet are calculated as:

$$\text{Winnings} = \text{Underlying Lottery Jackpot in that Type A Prize Category} / (\text{Underlying Lottery Winning Tickets in that Type A Prize Category} + 1)$$

If the ELBL Winning Bet in the Type A Prize Category is with DoubleJackpot, the Winnings are doubled.

Example 1: There is only one ELBL Winning Bet in the Type A Prize Category and no Underlying Lottery Winning Ticket has been announced by the Underlying Lottery Operator in the Type A Prize Category in respect of an Underlying Lottery Jackpot in the Type A Prize Category of 90,000,000.00 EUR. The Winnings payable in respect of that single ELBL Winning Bet amount to 90,000,000.00 EUR.

Example 2: There is only one ELBL Winning Bet in the Type A Prize Category and two Underlying Lottery Winning Tickets have been announced by the Underlying Lottery Operator in the Type A Prize Category in respect of an Underlying Lottery Jackpot in the Type A Prize Category of 90,000,000.00 EUR. The Winnings payable in respect of that single ELBL Winning Bet amount to 30,000,000.00 EUR.

#### More than one ELBL Winning Bet in the Type A Prize Category

If there is more than one ELBL Winning Bet in the Type A Prize Category, the Winnings payable in respect of the ELBL Winning Bets in the Type A Prize Category without NumberShield are calculated based on a three-step calculation.

Step 1 – Calculation of the number of shares:

$$\text{Number of shares} = \text{Number of Underlying Lottery Winning Tickets in that Prize Category} + \text{Number of ELBL Winning Bets in that Prize Category}$$

Step 2 – Calculation of Size of each share:

$$\text{Size of 1 share} = \text{Underlying Lottery Jackpot in that Prize Category} / \text{Number of}$$

shares

Step 3 – Allocation of Winnings:

*1 share per ELBL Winning Bet without DoubleJackpot and without NumberShield in the Type A Prize Category*

*2 shares per ELBL Winning Bet with DoubleJackpot in the Type A Prize Category*

Example 3: There are two ELBL Winning Bets in the Type A Prize Category and one Underlying Lottery Winning Ticket has been announced by the Underlying Lottery Operator in the Type A Prize Category in respect of a Underlying Lottery Jackpot in the Type A Prize Category of 90,000,000.00 EUR. There are three payout shares, with a size of 30,000,000.00 EUR each. The Winnings payable in respect of each ELBL Winning Bet in the Type A Prize Category amounts to 30,000,000.00 EUR.

*ELBL Winning Bets in the Type A Prize Category with NumberShield*

Winnings for ELBL Winning Bets in the Type A Prize Category with NumberShield are calculated under the assumption that there had been no other ELBL Winning Bets and no Underlying Lottery Winning Tickets in that Prize Category for the particular draw. Winnings for ELBL Winning Bets with NumberShield are therefore not shared.

**Mini Bet**

If the ELBL Winning Bet in the Type A Prize Category is with Mini Bet (also referred to as Mini Ticket), the Winnings will be divided down to the percentage amount which was indicated on the Website. The total Winnings to be paid out to the Player will be such a percentage of the amount which would otherwise be payable if Mini Bet or Mini Ticket had not been applied.

For example, where a Player utilizes Mini Bet, the percentage indicated was 10%, and the Underlying Lottery Jackpot is 90,000,000 EUR, the Winnings payable to the Player will be 9,000,000 EUR. By further example, if there was also one Underlying Lottery Winning Ticket or one other ELBL Winning Bet, then the Winnings would be 4,500,000 EUR.

**11.3.**

**Winnings in a Type B Prize Category**

The Winnings payable in respect of each ELBL Winning Bet in a Type B Prize Category (as defined in the table in 11.1., for example Prize Category 2 in EuroMillions) will depend on the number of the Underlying Lottery Winning Tickets in that Prize Category, the number of ELBL Winning Bets in that Prize Category, the payable Prize by the Underlying Lottery Operator for the Underlying Lottery Winning Tickets in that Prize Category as well as the Underlying Lottery Jackpot in that Prize Category.

ELBL calculates the Winnings in a Type B Prize Category on the basis of the amount of aggregate stakes published by the Underlying Lottery Operator as well as the distribution to that Jackpot Prize Category or on the basis of the jackpot published on the Website of the Underlying Lottery Operator for that Prize Category of the relevant draw of the Underlying Lottery.

If the ELBL Winning Bet in the Type B Prize Category is with PowerPlay, the Winnings are doubled.

If the ELBL Winning Bet in the Type B Prize Category is with Megaplier, those Winnings are subject to a multiplier, such multiplier being the number of the first ball drawn in the draw for the Underlying Lottery out of either 2, 3, 4 or 5.

If the ELBL Winning Bet in the Type B Prize Category is with Mini Bet (also referred to as Mini Ticket), the calculation method set out at “Mini Bet” in clause 11.2 shall apply.

*Only one ELBL Winning Bet in a Type B Prize Category*

If there is only one ELBL Winning Bet in a Type B Prize Category, the Winnings payable in respect of this ELBL Winning Bet are calculated as:

*Winnings = Underlying Lottery Jackpot in that Type B Prize Category / (Underlying Lottery Winning Tickets in that Type B Prize Category + 1)*

Example 1: There is only one ELBL Winning Bet in a Type B Prize Category and no Underlying Lottery Winning Ticket has been announced by the Underlying Lottery Operator in that Type B Prize Category in respect of an Underlying Lottery Jackpot in a Type B Prize Category of 9,000,000.00 EUR. The Winnings payable in respect of that single ELBL Winning Bet amount to 9,000,000.00 EUR. If the ELBL Winning Bet utilized PowerPlay, then the Winnings would be doubled to 18,000,000.00 EUR. If the ELBL Winning Bet utilized Megaplier, and the first ball drawn indicated a multiplier of x3, then the Winnings would be tripled to 27,000,000.00 EUR.

Example 2: There is only one ELBL Winning Bet in a Type B Prize Category and two Underlying Lottery Winning Tickets have been announced by the Underlying Lottery Operator in that Type B Prize Category in respect of a Underlying Lottery Jackpot in a Type B Prize Category of 9,000,000.00 EUR. The Winnings payable in respect of that single ELBL Winning Bet amount to 3,000,000.00 EUR. If the ELBL Winning Bet utilized PowerPlay, then the Winnings would be doubled to 6,000,000.00 EUR. If the ELBL Winning Bet utilized Megaplier, and the first ball drawn indicated a multiplier of x4, then the Winnings would be multiplied to 12,000,000.00 EUR.

*More than one ELBL Winning Bet in a Type B Prize Category*

If there is more than one ELBL Winning Bet in a Type B Prize Category, the Winnings payable in respect of these ELBL Winning Bets are calculated based on a three-step calculation:

Step 1 – Calculation of the number of shares:

*Number of shares = Number of Underlying Lottery Winning Tickets in that Prize Category + Number of ELBL Winning Bets in that Prize Category*

Step 2 – Calculation of Size of each share:

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

Step 3 – Allocation of Winnings:

*1 share per ELBL Winning Bet in that Prize Category*

Example 3: There are two ELBL Winning Bets in a Type B Prize Category and one Underlying Lottery Winning Ticket has been announced by the Underlying Lottery Operator in that Type B Prize Category in respect of an Underlying Lottery Jackpot in a Type B Prize Category of 3,000,000.00 EUR. There are three payout shares, with a size of 1,000,000 EUR each. The Winnings payable in respect of each ELBL Winning Bet in that Prize Category amount to 1,000,000.00 EUR.

Example 4: There are two ELBL Winning Bets in a Type B Prize Category and one Underlying Lottery Winning Ticket has been announced by the Underlying Lottery Operator in that Type B Prize Category in respect of an Underlying Lottery Jackpot in a Type B Prize Category of 3,000,000.00 EUR. There are three payout shares, with a size of 1,000,000.00 EUR each. The Winnings payable in respect of each ELBL Winning Bet in that Prize Category amount to 1,000,000.00 EUR. If an ELBL Winning Bet utilized PowerPlay, that Player will have their Winnings doubled to 2,000,000.00 EUR. If Megaplier was used instead of PowerPlay, and the first ball drawn indicated a multiplier of x5 the ELBL Winning Bet which utilized Megaplier will have their Winnings multiplied to 5,000,000.00 EUR.

#### 11.4.

##### Winnings in a Type C Prize Category

The Winnings to be paid out in respect of each ELBL Winning Bet in a Type C Prize Category (as defined in the table in 11.1., for example Prize Category 4 in EuroMillions) shall be the amount of the Prize announced by the Underlying Lottery Operator in respect of an Underlying Lottery Winning Ticket in the respective Prize Category. If the Underlying Lottery Operator has not announced a Prize in the respective Prize Category for the relevant draw of the Underlying Lottery, the Winnings payable in respect of each ELBL Winning Bet in that Prize Category will be calculated on the basis of the aggregate amounts paid in for the relevant draw of the Underlying Lottery announced by the Underlying Lottery Operator and its allocation to the winning Prize Categories.

If an ELBL Winning Bet in the Type C Prize Category is with PowerPlay, the Winnings are subject to a multiplier, such multiplier being the number of the first ball drawn in the draw for the Underlying Lottery out of either 2, 3, 4 or 5. A multiplier of 10 will only apply where the relevant Powerball Jackpot amount is less than \$150,000,000 (one hundred and fifty million dollars) and the first ball drawn in the relevant draw is 10

If the ELBL Winning Bet in the Type C Prize Category is with Megaplier, those Winnings are subject to a multiplier, such multiplier being the number of the first ball drawn in the draw for the Underlying Lottery out of either 2, 3, 4 or 5.

If the ELBL Winning Bet in the Type C Prize Category is with Mini Bet (also referred to as Mini Ticket), the calculation method set out at "Mini Bet" in clause 11.2 shall apply.

#### 11.5.

##### Payout of Prizes from Prize Categories to other Prize Categories

The above regulations apply based on the assumption that there was no payout of Prizes from one Prize Category to another Prize Category, regardless of whether the rules of the Underlying Lottery indicate otherwise. Therefore, in the event Prizes of a

higher Prize Category are added to a lower Prize Category, due to either (i) no Underlying Lottery Winning Tickets in a Prize Category for one draw, (ii) no Underlying Lottery Winning Tickets in the higher Prize Category for a number of subsequent draws or (iii) a jackpot cap in respect of the higher Prize Category, this will not be taken into account by DLTA. DLTA will only payout the Prize originally allocated to that lower Prize Category based on the stakes published by the Underlying Lottery and the prize allocation table of that lottery.

11.6.

Payout of Prizes in GlücksSpirale

The monthly payment shall not be paid for longer than 240 months, beginning the month after the relevant draw date. The entitlement to the monthly payment is not inheritable.

11.7.

Payout of Prizes in MegaMillions and PowerBall

As is common with MUSL Mega Millions and Powerball, ELBL may also pay out the Winnings in Prize Category 1 over 30 years (the "Annuity Option"). If ELBL chooses the Annuity Option, the first payment will be made as soon as possible after the draw, with the next 29 payments at one-year intervals. The level of payments is calculated such that the payments rise by the percentage set by MUSL from year to year until the full sum has been paid out. If ELBL chooses the option to pay out Winnings in one lump sum ("Cash Option"), the Winnings after withholdings are discounted, as it is done in MUSL Mega Millions and Powerball. The discount rate is 40%, i.e. the lump sum is 60% of the Annuity Option value. It is in ELBL's discretion to choose the payout plan.

11.8.

Withholdings for Prizes in MegaMillions and PowerBall

ELBL retains 38% withholdings of prizes in the highest three prize categories in MegaMillions and PowerBall because it is intended to put the Player in similar economic position as if they had played the underlying lottery.

11.9.

Withholdings for Prizes in SuperEnalotto and SuperEnalotto GO

ELBL retains 20% withholdings of prizes in the highest three prize categories in SuperEnalotto and SuperEnalotto GO because it is intended to put the Player in similar economic position as if they had played Super EnaLotto.

11.10.

Payout of Prizes in Spiel77

With respect to Spiel77, all Winnings in a Type A Prize Category are rounded such that they take the form of x,x77,777.00 EUR.

11.11.

Payout of Prizes in Sat Lotto

With respect to Sat Lotto, if the sum of the number of Underlying Lottery Winning Tickets in a Type A Prize Category and the number of ELBL Winning Bets in that Prize Category is not higher than four, the Winnings to be paid out in respect of each ELBL Winning Bet in the Type A Prize Category shall be not less than 1,000,000.00 AUD. If the sum of the number of Underlying Lottery Winning Tickets in a Type A

Prize Category and the number of ELBL Winning Bets in that Prize Category is higher than four, the regulations in clause 11.2 apply.

11.12.

Payout of Prizes in Bitcoin Lottery, Cash4Life, Drömvinsten Plus, Win Win Charity Lotto (this clause applicable to UK Players only), Keno 24/7, Kenoland, KeNow, Lotto Plus, Millionaire Plus (also referred to as "Millionaire"), Hatoslottó Plusz (this clause applicable to Hungary Players only), SuperEnalotto (also referred to as "SuperLotto"), Swedish Joker Plus, Swedish Lotto Plus 1 (also referred to as "Skandináv lottó+"), Swedish Lotto Plus 2, WorldMillions and all ELBL games based on the RING (together the "Independent Jackpot Games")

Contrary to the provisions above, Winnings in the Independent Jackpot Games are paid out as published on the Website and independent of the Winnings published by the Underlying Lottery Operator (where this Underlying Lottery Operator is not ELBL).

11.13.

Payout of Prizes in Drömvinsten Plus, Lotto Plus, Millionaire Plus, Swedish Joker Plus, Swedish Lotto Plus 1 and Swedish Lotto Plus 2

Contrary to the provisions above, Winnings in Drömvinsten Plus, Lotto Plus, Millionaire Plus, Swedish Joker Plus, Swedish Lotto Plus 1 and Swedish Lotto Plus 2 are paid out as published on the Website. While the winning numbers for these games are taken from Loto Express, the number of Underlying Lottery Winning Tickets is taken from Svenska Spel's "Drömvinsten", Camelot's "Lotto", the official Euromillions, and Svenska Spel's "Joker", "Lotto 1" and "Lotto 2" respectively.

11.14.

Payout of Prizes from Mini Lotto, PowerBall, MegaMillions, Swiss Joker, Austrian Joker, Lotto PLUS, Daily Million Plus, 2. Chance, 25 Fette Jahre, 25 Super Fette Jahre, SonntagsLotto, Hello Monday, Vive la France, SuperLotto, Play for Ukraine, Urlaubsgeld, Weihnachtsgeld, Extragehalt, Extracash and TeleLotto

Contrary to the provisions above, Winnings in Mini Lotto, PowerBall, MegaMillions, Swiss Joker, Österreichischer Joker, Lotto PLUS, Daily Million Plus, 2. Chance, 25 Fette Jahre, 25 Super Fette Jahre, SonntagsLotto, Hello Monday, Vive la France, SuperLotto, Play for Ukraine, Urlaubsgeld, Weihnachtsgeld, Extragehalt, Extragehalt and TeleLotto are paid out as published on the Website.

11.15.

Additional Terms for Alternative Service (Applicable to Millionaire Plus (for UK Players: "Millionaire"), EuroMillions (for Irish Players: Millionaire), MegaMillions, PowerBall, and SuperEnaLotto)

In the event that Type A Prize Category exceeds ELBL's Jackpot threshold as defined by ELBL, instead of placing a Bet on the outcome of the relevant Underlying Lottery (as detailed in the table at clause 11.1), Players will be requesting that ELBL purchases a ticket ("Ticket") via ELBL's ticket agent ("Alternative Service") bearing the same number as those selected by the Players on the following alternative draws ("Alternative Draws")

ELBL Game	Alternative Draw
-----------	------------------

Millionaire Plus (for UK Players: "Millionaire")	The lottery draw whose results are derived from Österreichische Lotterien GmbH (draws taking place in Paris every Tuesday and Friday evening)
EuroMillions (for Irish Players: Millionaire)	The Euromillions draw whose results are derived from Österreichische Lotterien GmbH (draws taking place in Paris every Tuesday and Friday evening)
MegaMillions	The MegaMillions draw as operated by the Multi-State Lottery Association (MUSL)
Powerball	The Powerball draw as operated by the Multi-State Lottery Association (MUSL)
SuperEnalotto (also referred to as "SuperLotto")	The lottery draw whose results are derived from Sisal

Note that ELBL or its ticket agent will be the participant in the lottery draw whose results are derived from the Alternative Draw. The Player does not participate in the lottery draw and obtains no right to possession of the Ticket. The Player therefore contracts with ELBL only and not with the lottery operator nor any third party ticket agents of ELBL. The Player has only a contractual entitlement to receive the payment of winnings received by ELBL in respect of any winning Ticket, subject to any deductions or exclusions outlined below.

If a Player has placed a Bet on the outcome of the relevant Underlying Lottery (as detailed in the table at clause 11.1) prior to the Type A Prize Category exceeding ELBL's Jackpot threshold as defined by ELBL, that Bet will automatically become void. The Player's Stake paid in respect of the applicable Bet will instead automatically be applied to participate in the Alternative Service.

In respect of Millionaire Plus (UK Players: Millionaire) only, it is important to note that the winning numbers in respect of a Bet placed on the outcome of Loto Express will be different to those of the lottery draw whose results are derived from Österreichische Lotterien GmbH (draws taking place in Paris every Tuesday and Friday evening).

When participating in the Alternative Service, in purchasing Tickets, ELBL is not responsible for the issuance of tickets or promoting the draw, which is the responsibility of the lottery promoter in the relevant jurisdiction. ELBL, through its network of ticket agents, will make reasonable endeavours to procure that the ticket agent fulfils the Ticket orders placed by ELBL, however ELBL will not be liable to the Player in the event that the ticket agent fails to fulfil (or fulfil correctly) any the Ticket order.

When participating in the Alternative Service, ELBL cannot guarantee the collection of winnings in instances where, despite ELBL's reasonable efforts, a lottery operator has declined to pay ELBL or its ticket agents, or ELBL has otherwise been unable to recover such winnings. ELBL will make every reasonable effort to collect winnings and expedite payment to the Player of such winnings.

Please note that any payment of winnings from such tickets will be in line with the actual payout of from the underlying lottery ticket, which is intended to put the Player in a similar economic position to the position the Player would be in if the Player had played the lottery draw whose results are derived from the Alternative Draw.

## **12. Instant Win Games**

### **12.1.**

Instant Win Games (IWG) allow Players to participate in virtual games offered by ELBL on the Website, with winning numbers drawn by a certified and tested random number generator or by a live draw.

### **12.2.**

A Player may purchase one or more IWG participations. The Stake is determined by the number of IWGs purchased and displayed in the Instant Win Games section of the Website.

All IWG transactions are displayed in the “My Transactions” section (also known as “Active Play Slips” and “Play Slip History” of the Website.

### **12.3.**

ELBL reserves the right to discontinue or to alter Instant Win Games formats, or add new Instant Win Games at its sole discretion, without providing reasons.

### **12.4.**

Each Instant Win Game has a different Stake, different prizes and a different pay-out table. The pay-out tables of all the Instant Win Games are displayed on the relevant section of the Website.

### **12.5.**

Only one prize may be won per Instant Win Game, unless stated otherwise. A Player can win instant cash-prizes, perpetuity cash-prizes, free Instant Win Games and physical prizes of any kind as stated on the Website.

### **12.6.**

If a purchased IWG participation is not played within a two-week period, ELBL reserves the right to play the Instant Win Game on behalf of the Player. Any Winnings will be paid out to the Player Account.

### **12.7.**

- a. Each Player acknowledges that he/she enters the Website and participates in the Instant Win Games provided at their own risk. The Websites and the Instant Win Games are provided without any warranty whatsoever, whether express or implied.
- b. Neither ELBL nor DLTA shall be responsible for any downtime, server disruptions, lagging, or any technical or political disturbance to the IWGs. In the event of a malfunction, all Instant Win Games are void. Refunds may be given solely at the discretion of DLTA.
- c. The Player understands and acknowledges that if there is (or if the Player is later notified) that there is or has been a malfunction in a IWG or its interoperability, any



Stake made during such malfunction shall be deemed invalid and the result, null and void, regardless of whether Winnings have been paid out. Winnings obtained by a Player in respect of a malfunctioning Instant Win Game shall remain the property of ELBL. Any Stake from said Winnings played in any subsequent Instant Win Game round or rounds and the resulting shall also be deemed invalid and any result, null and void. The Player is obliged to return any Winnings obtained under this clause immediately to ELBL, whether or not upon demand.

d. To the fullest extent permitted by law, each of ELBL and DLTA respectively disclaims all liability for any cost, expense loss, damage, claim and/or liability to the Player or any third party, howsoever arising, in relation to the Website or its content, or the Player's use of the Website or participation in any Instant Win Game game; including without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the site or its content or any errors or omissions in content. In any case, ELBL's and DLTA's respective maximum liability arising out of or in connection with any of the foregoing events, whether in contract, tort, breach of warranty or otherwise, shall not exceed £100 in any particular instance.

### **13. Rights of ELBL**

#### **13.1.**

A Player is not entitled to claim any Winnings or receive a payout from ELBL and/or ELBL may at its discretion decide about the validity of a Bet or an Order, an Instant Win Game or a Player's entitlement to Winnings or void a Bet or an Order if i. Orders were placed after the relevant deadline or after the start of the relevant Betting Event; ii. Orders were erroneously accepted after the relevant deadline or if the relevant Betting Event had already begun or taken place; iii. ELBL becomes aware of an error in relation to that Order, a Betting Event or an Instant Win Game; iv. the Order was placed on behalf of a Player or the Instant Win Game was played by a Player who has provided false information in connection with their Player Account or otherwise in connection with the Website or the services available through it; v. the Order was placed on behalf of a Player or the Instant Win Game was played by a Player who has been involved in any fraud-related activities in relation to the placing of the Order, the operation of the Player Account or otherwise in connection with the Website or the services available through it; vi. the Order was placed on behalf of a Player or the Instant Win Game was played by a Player who was less than 18 years old or was a director, officer, or employee (or their spouse or dependant) of ELBL or of one of the DLTA Group companies; vii. the Player maintains more than one Player Account; viii. in conjunction with any Betting Event, fraud, technical and/or human error or unwarranted influence was found; or ix. the Betting Event is declared by the relevant organiser or operator as being invalid.

Further ELBL may void an Order or an Instant Win Game if DLTA authorises or instructs it to do so.

#### **13.2.**

When deciding if Winnings are to be paid out due to 13.1., ELBL may base its decision on information that is researched and/or held by DLTA and forwarded to ELBL. ELBL is not obliged to carry out investigation on its own. In particular, all tier 1 payouts in respect of Bets on the outcome of Betting Events are subject to enhanced player verification, third party audits on win validation and payout by the underlying

insurers.

**13.4.**

If any Order or Instant Win Game is voided in accordance with 14.1. (i), (ii), or (iii), ELBL will offer DLTA on behalf of the Player the option of placing any such Order on the next relevant Betting Event or crediting the Player's Player Account with the relevant sum. If any Order or Instant Win Game is otherwise voided by DLTA in accordance with this clause, the relevant sum associated with that Order or Instant Win Game may be forfeited to ELBL; or in the case where the Order was placed by a Player who was under the age of 18 at the time of placing the Order, the relevant sum will be returned to DLTA on behalf of the Player.

**13.5.**

ELBL reserves the right i. to set off against a Player's Winnings the amount of any unpaid Orders or Instant Win Games for Bets or Instant Win Games owed by that Player; ii. to terminate, vary or suspend any product offered on the Website, immediately and without prior notice, for any other reason at ELBL's sole discretion; iii. to pay Winnings partly or fully in instalments at ELBL's sole discretion and iv. to require that a Player provides identification documents in order to enable ELBL to satisfy itself as to the validity of Player Account details and the Player's entitlement to the Winnings in accordance with these Terms and Conditions. ELBL may withhold payment of Winnings until any such matter has been solved to ELBL's reasonable satisfaction.

**13.6.**

ELBL decides about acceptance of a Player's Order prior to the beginning of the Betting Event. If ELBL does not accept a Order, ELBL will offer DLTA on behalf of the Player the option of placing any such Order relevant to the next Betting Event.

## **THIRD SECTION – GENERAL TERMS AND CONDITIONS**

### **14. Complaints**

**14.1.**

DLTA's complaints procedure has three levels. For levels 1 to 3 the Player may contact Customer Service via email at [service@lottohelden.de](mailto:service@lottohelden.de). Each correspondence shall be marked as "Complaint" and shall receive a reference number, provided that DLTA has allocated a reference number to the relevant complaint.

**14.2.**

At level 1 the complaint will be dealt with by an employee from Customer Service. At level 2 the complaint will be dealt with by the Head of Customer Service or the Head of VIP. In level 3 the complaint will be dealt with by the legal department of DLTA.

**14.3.**

DLTA shall ensure that the entire complaints process, including any internal escalation, takes no longer than ten days from when the Player's complaint is received (provided in certain cases this can be extended by a further 10 days). DLTA may depart from the above time-limits if the Player fails to engage with the

complaints process in a timely manner. For example, where a Player fails to respond to a reasonable request for information, DLTA will 'stop the clock' until such time as the Player responds when the 'clock' will be restarted.

#### 14.4.

In case the Player is not satisfied with the result of their complaint, they may contact the Malta Gaming Authority by sending an email to [support.mga@mga.org.mt](mailto:support.mga@mga.org.mt) or by clicking on the following link: <http://www.mga.org.mt/support/online-gaming-support/>.

#### 14.5.

While every effort will be made to ensure their concerns are dealt with, should a Player remain dissatisfied, they can raise their concerns with the alternative dispute resolution service eCOGRA. eCOGRA are an independent alternative dispute resolution service who will consider any case regarding betting or gaming transactions. Current eCOGRA alternative dispute resolution rules will apply as set out on the eCOGRA website under the ADR Policies and Procedures for Assistance section at <https://ecogra.org/products-services/alternative-dispute-resolution>. The quickest route to file a dispute would be to complete the on-line adjudication form available at <https://ecogra.org/products-services/alternative-dispute-resolution>.

#### 14.6

Players must ensure that they have followed our internal complaints procedure described above and that all reasonable attempts have been made to negotiate a solution with the operator before submitting an ADR dispute form.

DLTA or ELBL (as relevant) agrees to fully support any investigations eCOGRA choose to undertake and agree to adhere to any rulings they may subsequently make.

### **15. Commitment of Decisions**

#### 15.1.

In the event of a dispute in respect of an Order or the payment or awarding of any Winnings, ELBL may withhold payment of the Winnings until any dispute has been resolved to ELBL's reasonable satisfaction.

#### 15.2.

Where ELBL makes a final decision or exercises any discretion referred to above ELBL may, solely at its discretion and notwithstanding clause 14, reimburse the sum paid by the Player for the relevant Order or Instant Win Game or offer a new Order or Instant Win Game to the Player.

### **16. General Liability and Force Majeure**

#### 16.1.

DLTA and ELBL will not be liable to a Player or third parties, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise

i. for any loss of revenue, business, anticipated savings or profits (whether direct or indirect); or

ii. for any indirect, special or consequential loss, damage, costs or other claims, howsoever caused or arising, whether through non-supply or late supply of the Website or any other service available through the Website, non-performance of

these Terms and Conditions or otherwise.

**16.2.**

Nothing in these Terms and Conditions affects DLTA's or ELBL's liability for cases of death and personal injury due to negligence of DLTA or ELBL.

**16.3.**

Without prejudice to any other provision of these Terms and Conditions, DLTA and ELBL shall not be liable to any person

- i. for any event beyond its reasonable control including without limitation, any act of God, actual or threatened war or other threat or challenge to governmental authority, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or local authority, strike, lockout, industrial action, fire, flood, drought, tempest, power cut and/or failure or obstruction of any network, broadcasting or telecommunications service;
- ii. for the failure of, or damage or destruction to, or any errors caused by the computer systems or records or any third party (including, without limitation, the Website), or any aspect of the foregoing;
- iii. for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system;
- iv. for any other action or event that prevents or hinders the acceptance of an Order;
- v. for the refusal to sell an Order or Instant Win Game to any person or to allow any person to place an Order or play an Instant Win Game; or
- vi. for any losses caused to Players including misuse or unauthorised use of Passwords, money lost by placing Orders or playing Instant Win Games and failure or malfunction of the equipment or technology of the relevant Player or their Internet service provider.

**17. Liability of DLTA**

**17.1.**

DLTA endeavours to ensure that the Website and the services available through it are available to Players as much as is reasonably possible, but DLTA cannot and does not guarantee that

- i. the Website will be available at any specific time or for any specific period;
- ii. the Website's features, functionality or performance will meet the Player's requirements or those of third parties; or
- iii. the Website or its features and functionality are, or will be, compatible with, or available on, the device or system used by a Player to access the Website. In addition, DLTA does not warrant that any alerts or advices a Player may choose to subscribe to will be provided in advance of the deadline for instructing DLTA to place an Order for the relevant Betting Event and shall have no liability to a Player if any such alerts or advices are incorrect or delayed or are not sent to or not received by the Player.

**17.2.**

DLTA will use reasonable endeavours to ensure that the results and Winnings provided by it are correct. In spite of all endeavours for warranty of the accuracy of this information DLTA shall have no liability for errors which are discovered only after Winnings have been paid out where such error is based on incorrect information that is published by a relevant publisher of that information relevant to those Winnings.

17.3.

DLTA will not accept responsibility for loss or damage because of the insolvency of third parties, including banks maintaining the bank accounts of DLTA.

17.4.

The liability of DLTA against the Player is limited to the aggregate sum, which the Player has spent in the last 30 days.

## **18. Liability of ELBL**

18.1.

ELBL shall not be liable for any loss or damage that may arise from the insolvency of third parties, including DLTA or any bank, including (without limitation) any bank with which ELBL maintains its accounts.

18.2.

ELBL's liability to the Player and/or in regards to the Player's Winnings is fully discharged upon payment being made by ELBL to DLTA. For clarification: ELBL is under no circumstances obliged to pay Winnings directly to Players, or to any party other than DLTA. ELBL is furthermore not obliged to payout Winnings, if the Player has no such claim according to these Terms and Conditions.

18.3.

Any liability that ELBL has towards a Player other than an obligation to pay Winnings to DLTA on behalf of the Player for successful and valid Orders placed by DLTA and submitted and accepted according to these Terms and Conditions is limited, (i) in the case that the liability refers to an Order: to the total amount of the Player's Stake in regards to that specific Order and (ii) in all other cases: to the amount of 5,000.00 Euro (five thousand Euro).

## **19. Scope of the Agreement**

19.1.

The agreement between (i) the Player and DLTA (as the party placing Orders on the Player's behalf) and (ii) the Player and ELBL (as the provider of the Environmental Services and the bookmaker) in regards to this Website and the therein offered services contains:

- i. these Terms and Conditions;
- ii. the Privacy Policy; and
- iii. the explanations and clarifications appearing on the Website.

DLTA and ELBL regard the agreement and its components as appropriate and fair.

19.2.

ELBL does not separately file the individual terms entered into by Players when they register or play on the Website. Players can access these Terms and Conditions on the Website. Players can make a durable copy of these terms by printing and/or saving a downloaded copy on their own computer.

## **20. Law**

20.1.

All transactions including placement or acceptance of any Order or the payment of Winnings whether contractual or otherwise between Players and DLTA and ELBL shall be deemed to be concluded and to take place in Malta.

20.2.

These Terms and Conditions, the relationship between Players and DLTA and/or ELBL and each Bet and each Instant Win Game shall be governed by and construed in accordance with the laws of Malta. Each Order is placed and received and each Instant Win Game is played in Malta.

20.3.

The Player submits herewith to the exclusive jurisdiction of the Malta courts in relation to all disputes arising in connection with these Terms and Conditions or any Order submitted on the Website.

20.4.

Internet gambling may be illegal in some jurisdictions or its legality may be in doubt. Each Player acknowledges and accepts that DLTA and ELBL cannot and do not give any legal advice or assurances or make any representation of any kind in respect of the legality of using their services in the jurisdiction where Players reside or are located. It is the Player's sole responsibility to know whether internet gambling is legal in the jurisdiction where they reside or are located.

20.5.

DLTA and ELBL will not be liable for any illegal or unauthorised use of the Website or their respective services.

## **21. General**

21.1.

If any provision of these Terms and Conditions is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Terms and Conditions will remain in full force and effect and will not in any way be impaired.

21.2.

If any provision of these Terms and Conditions is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

21.3.

All promotions, bonuses or special offers are subject to these Terms and Conditions and any promotion-specific terms and conditions which DLTA may introduce from time to time in conjunction therewith. In case of a conflict between these Terms and Conditions and the promotion-specific terms and conditions, these Terms and Conditions will always take precedence over the promotion-specific terms and conditions.

21.4.

These Terms and Conditions and the promotion-specific terms and conditions override any contrary statements made by DLTA's customer services, affiliates,

agents or anyone else. The Player must read and understand them before using the Website.

21.5.

All notices under these Terms and Conditions are to be sent and received by email. For this purpose, Player notices should be sent to Customer Support. DLTA will send its notices to the Player at the email address specified in the Player's Player Account. Any communication between a Player and ELBL should be sent to ELBL via DLTA at the same email address.

21.6.

Any confirmations and warranties, consents, promises, agreements and duties DLTA or ELBL have provided and committed in these Terms and Conditions occur solely and separately by DLTA or ELBL. The liability of DLTA and ELBL with respect to breach of confirmations and warranties, consents, promises, agreements and duties extend only on Loss or damages because of the breach separately allocable to DLTA or ELBL.

21.7.

DLTA or ELBL may, but Players may not, assign any rights and/or transfer, sub-contract or delegate any obligations under these Terms and Conditions, and/or charge or deal in any other manner with any contract created under these Terms and Conditions or any of DLTA's or ELBL's or the Player's respective rights or obligations. For the avoidance of doubt, DLTA or ELBL may transfer and assign any contract between DLTA or ELBL and a Player to any third party (including an affiliated company of DLTA or ELBL) in conjunction with the transfer of all or part of the business and assets of DLTA or ELBL.

21.8.

Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of these Terms and Conditions by the Player shall be ineffective. These Terms and Conditions are personal to the Player and are entered into by the Player for their own benefit and not for the benefit of any third party.

21.9.

Any omission to exercise, or delay in exercising, any right or remedy under these Terms shall not constitute a waiver of that, or any other, right or remedy. The waiver by DLTA or ELBL of any of its rights or remedies arising under these Terms and Conditions or by law shall not constitute a continuing waiver of that right or remedy or a waiver of any other right or remedy.

## **General Terms and Conditions of the Deutsche Lotto- und Toto-Agentur Ltd. for sports betting**

Last update: 27.06.2019

Please read these terms and conditions (or “Terms and Conditions”) carefully before using our Website. By registering on the Website or by visiting the Player Account, Players accept and agree to these Terms and Conditions and the Privacy Policy. The Terms and Conditions and the Privacy Policy are published on the Website and may be changed at any time. The new version of these Terms and Conditions will take effect immediately upon the next visit or login on the Website.

Players are not allowed to place Bets unless they accept the new Terms and Conditions and associated Betting Rules. By continuing to use the Website the Player agrees to be bound by the Terms and Conditions as amended.

### **Parties**

“ELBL – European Lotto Betting Limited, a company which is officially licenced in Malta and regulated by the Malta Gaming Authority (licence number 609/2018 and 475/2018). ELBL’s registered company number is C84690 and its registered address is Level 5, St Julians Business Centre, Elia Zammit Street, STJ 3153 Malta (EU).

“DLTA” – Deutsche Lotto-und Toto-Agentur Limited, a company founded and incorporated in Malta with registered company number C90867 and registered address, Level 5, St Julians Business Centre, Elia Zammit Street, STJ 3153 Malta (EU).

Altenar Ltd whose registered address is 20 Bisazza str, Silema, SLM1640, Malta is also the Merchant of Record for this website, meaning it processes all credit and



debit card payments from customers and also determines the odds. It is, therefore, the organisation responsible for processing all payments, including both deposits and withdrawals.

## **Roles of DLTA and ELBL**

DLTA is responsible for the operation of the Website, the Player Accounts, the placing of Bets with ELBL, the forwarding of the Players' stakes to ELBL and the forwarding of Winnings from ELBL to Altenar Ltd to the Players within the scope of these Terms and Conditions. When placing Bets in Malta, DLTA acts in the name and on behalf of the Player.

ELBL acts as a bookmaker is responsible for the payment of Winnings and pays out the Winnings in Malta to DLTA to Altenar Ltd for distribution to Players.

## **Contracts**

When submitting a Bet, the Player enters into two contracts:

- a. At the time of registration or placement of an order, the Player enters a contract with DLTA in relation to the use of the Website, the set up and the management of their Player Account, the placing of Bets for and on their behalf with ELBL in Malta, the payment of the Player's Stakes from Altenar Ltd to ELBL and the payout of Winnings received from ELBL to Altenar Ltd to the Player, which all take place in Malta.
- b. When DLTA places a Bet with ELBL for and on their behalf, the Player enters a contract with ELBL. That contract regulates the terms and conditions for all Bets placed, the rules of the games offered by ELBL as well as the payout of Winnings.

## **Stakes and Fees**

For Bets, the Player pays DLTA a stake which is fully claimed by ELBL and therefore fully forwarded from DLTA to ELBL. The Player does not have to pay any fees for DLTA's services.

## **Structure of these Terms and Conditions**

The introduction, namely all provisions above and the definitions contained below, apply to the entirety of these Terms and Conditions, including sections one to three below.

The first section of these Terms and Conditions contains the contractual provisions of the legal relationship between the Player and DLTA (*"First Section – Specific Terms and Conditions of DLTA"*).

The second section of these Terms and Conditions contains the contractual provisions of the legal relationship between the Player and ELBL (*"Second Section – Specific Terms and Conditions of ELBL"*).

The third section of these Terms and Conditions contains general contractual provisions in respect of the legal relationship between both the Player and DLTA as

well as to the contract between the Player and ELBL (*“Third Section – General Terms and Conditions”*).

## **Definitions**

“Affiliated Company” – another company which is licensed to accept bets and has entered an agreement with ELBL.

“Bank Account” – the bank account of a commercial credit institution provided by the Player and linked to the Player Account.

“Bank Card” – a prepaid, debit or credit card or any other card with a payment and/or credit function and used as a payment method.

“Bet” – a bet on the outcome of a certain real event, as offered by the Website and submitted directly or indirectly, via internet, telephone or other channels.

“Betting Event” – the events DLTA makes available to Players as described in the Betting Rules and on which Bets may be placed.

“Betting Rules” – the rules pertaining to each ELBL game which DLTA makes available to Players, including such rules provided in Annex 1 below.

“ELBL Winning Bet” – a winning Bet for an ELBL game, which was successfully submitted directly or indirectly, via Internet, telephone or other channels, and placed by DLTA on behalf of the Player with ELBL, including possible winning Bets introduced through a third party to Affiliated Companies and then placed by a third party on behalf of the Player with the Affiliated Companies.

“Excluded List” means any of the following:

(i) any person citizen of or resident in a country listed by the Financial Action Task Force as posing a risk to the international financial system as set out in the ‘Countries’ section of <http://www.fatf-gafi.org/> under [“High risk jurisdictions subject to a call for action”](#) and “Jurisdictions under [“Increased monitoring”](#) as varied from time to time by FATF;

(ii) any person listed on the [financial sanctions list of HMRC](#), as varied from time to time; and

(iii) any person citizen of or resident in the United States of America.

“Instant Win Game” or “IWG” – a virtual, random number generator-based game operated by ELBL, e.g. casino-style games and scratchcards.

“Player” – a registered user of the Website.

“Player Account” – the notional account created by a Player on the Website through which the Player can place and pay Bets on the Website.

“Privacy Policy” – the valid policy published by DLTA in respect of the use and storage of personal information, which is incorporated by reference into these Terms and Conditions.

“Stake” – this refers to either the sum of money the Player decides to bet in respect

of a relevant game, including any service fees.

“Virtual Play Slip” - the electronic play slip on the Website to bet on Betting Event.

“Website” – the Internet portal of DLTA, which is accessible at [www.lottohelden.tld](http://www.lottohelden.tld), including joint or mobile Websites, which are operated by DLTA within the same or another domain or within the same or another brand, any subdomains operated by DLTA or top level domains, as well as iframes or comparable contents supplied by DLTA within the internet pages of third parties and any related mobile applications.

“Winnings” – this refers to the premium to be paid to the Player in respect of an ELBL Winning Bet.

All references in these Terms and Conditions in relation to a Player placing a Bet or in relation to the placement of Bets refer to, unless otherwise regulated, the placing of a Bet by DLTA with ELBL in the name and on behalf of the Player in Malta. Unless the context clearly requires a different understanding, words used in one genus are to be understood in another genus as well.

## **FIRST SECTION - SPECIFIC TERMS AND CONDITIONS OF DLTA**

### **1. The Player**

#### **1.1.**

Each Player warrants at all times that

- they have read and understood the Terms and Conditions;
- they are not under 18 years of age (under-age gambling is an offence);
- they are aware that they might lose their Stake submitted via the Website;
- they are not depositing monies originating from criminal and/or other un-authorised activities;
- they will pay any taxes due on Winnings;
- they are not persons on the Excluded List;
- the details provided by them at the point of registration and payment respectively are complete, accurate and have not been stolen or lost;
- they are at the time of placing their Bet not a director, officer, or employee (or their spouse or dependant) of DLTA or ELBL or of one of the DLTA or ELBL group companies or a contractor or service provider of any of the DLTA or ELBL Group who is deemed by DLTA to be in a sensitive position;
- they are not restricted by limited legal capacity; and
- they only have one Player Account at DLTA.

DLTA is entitled to void a Bet at any time if the Player is found to be or have been in breach at any time of any of these warranties, (including, for the avoidance of doubt, even after a relevant Betting Event has taken place which would have entitled the Player to certain Winnings except for a breach of these warranties).

#### **1.2.**

The Player needs to personally register on the Website in order to use all services or place Bets. DLTA reserves the right to refuse the completion of the registration for any person. Players must keep their Player Account details up-to-date at all times.

1.3.

The Player may be required to provide the following data in the course of, included but not limited to, registration, purchase or payout of Winnings: name, residential address, gender, date of birth, email address, telephone number, payment method data as well as other information relevant or necessary for the realisation of services provided by DLTA. By providing this data the Player grants DLTA permission to verify the data provided, including the verification of their age, directly through DLTA or through specialised third party providers. DLTA is not responsible for failure of payout due to non-provision of data by the Player, or the provision of missing, incorrect, incomplete or expired data. DLTA is under no obligation to verify any data provided or to make contact with a Player to complete or change incorrect, incomplete or invalid data.

1.4.

The Player shall immediately inform DLTA if their Bank Card or a comparable payment method, which they have specified on the Website, becomes lost, suspended or stolen; the same applies, if relevant passwords or confidential information has been submitted to third parties.

1.5.

DLTA is entitled to request proof that a Player has authority to use any paying instrument which is linked to their account.

1.6.

The Player shall inform DLTA about any changes with regards to information provided including, but not limited to Bank Cards and Bank Accounts, by updating their Player Account. DLTA cannot be held liable for any damages caused due to payment data being compromised.

1.7.

Players must not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to the Player's or third parties' participation in any Bet and shall not use any software-assisted methods or techniques or hardware devices for the Player's participation in any Bet.

## **2. Player Account**

2.1.

The Player provides an email address and a password in the course of registration. The Player may self-manage their data at any time through the relevant Player Account.

2.2.

Players are not permitted to have more than one Player Account at any one time. If an additional account or accounts are opened by a Player and/or Payment details are used in multiple Player Accounts, DLTA will be entitled in its sole discretion to close any such accounts without notice. DLTA shall be entitled to inform ELBL who shall be entitled pursuant to the ELBL terms and conditions to void any Bets made by that Player.

2.3.

DLTA shall be entitled in its sole discretion to define different minimum and maximum amounts for deposits and Stakes during a particular time period for a particular Player.

2.4.

The Player may also set specific deposit limits on their Player Account by using the respective facility in My Account on the Website.

2.5

The methods of deposit and/or withdrawal are detailed in the Player Account and vary depending on the country. Below are the key methods available for deposit and/or withdrawal as well as the average processing time for each:

<b>Payment Method for deposits</b>	<b>Average processing time</b>
Debit / Credit Card	Instant (online)
SEPA Direct Debit	Instant (online)
Bank Transfer	Instant (online)
E-wallets	Instant (online)

<b>Payment Method for withdrawals</b>	<b>Average processing time</b>
Debit / Credit Card	3 – 5 days
Bank Transfer	1 – 3 days

2.6.

The Player must keep their Player Account data (including but not limited to Player pass number, username and password) in a safe place in order to prevent unauthorised access. The Player is responsible for all activities and transactions conducted through their Player Account.

2.7.

The Player is neither authorised to sell, transfer or grant third parties' access to their Player Account nor to use and/or acquire third parties' Player Accounts.

2.8.

The Player can lock their Player Account at any time („Temporary Suspension“ or “Self-Exclusion”). The order for Temporary Suspension or Self-Exclusion may be placed by using the respective facility in My Account on the Website. The Player may determine the duration of their Temporary Suspension or Self-Exclusion.

2.9.

DLTA does not accept any responsibility or liability if the Player nevertheless continues gambling and/or seeks to use the Website with the intention of deliberately avoiding the relevant measures in place and/or DLTA is unable to enforce its measures/policies for reasons outside of DLTA's reasonable control.

2.10.

The reopening of Player Accounts that have been self-excluded is only possible after the expiry of the Self-Exclusion period. For reopening their Player Account, Players must contact DLTA's Customer Service.

#### 2.11.

The Player may close their Player Account permanently on the Website by using the facility My Account or by contacting the DLTA's Customer Service. The pre-condition for closing the Player Account is that there are no open or running Bets linked to the relevant Player Account. If the Player closes their Player Account and then opens a new Player Account, DLTA shall have the right to close such new Player Account at its discretion and without any further explanation to the Player.

#### 2.12.

The Player can see a list of all their active and expired Bets under the My Games section. A Bet is only considered accepted by DLTA if the status of the play slip has the label „In Play“ or a status with an identical meaning, only in such an event is the Player entitled to any Winnings pursuant to that Bet. The order receipt confirmation sent by email or the status „Submitted“ or a status with an identical meaning only indicate that DLTA has received the order for a Bet, not that it has been accepted. Only with a status like „In Play“ in the overview the Bet is considered accepted. In case that a Bet is not accepted, DLTA will refund the value of this Bet to the Player.

### **3. Placing of Bets**

#### 3.1.

The Player instructs DLTA to place Bets with ELBL on their behalf by filling out and submitting a Virtual Play Slip on the Website.

#### 3.2.

After the Player has filled out the Virtual Play Slip, it is transferred to the Player's shopping basket.

#### 3.3.

The Player submits their Bet by clicking on the relevant button in the shopping cart. Where the account balance is not sufficient the Player needs to provide their payment details and DLTA needs to get satisfactory confirmation of the payment before the Bet is submitted.

#### 3.4.

Once the Bet is submitted, it cannot be amended or cancelled by the Player.

#### 3.5.

DLTA acknowledges receipt of the Player's order by email. The Player may check the processing status of the relevant Bet at any time on the Website in their Player Account.

### **4. Payment and Accounts**

#### 4.1.

Betting or playing with no account balance or with a negative account balance is not possible.

#### 4.2.

The Player is obliged to receive Winnings equivalent to 100.000,00 EUR or more in a

handover ceremony open to media of DLTA's choice and to give one or more interviews. The Player may still choose to stay anonymous. DLTA may at its discretion waive these obligations and/or choose an alternative payment method if needed for operational or other reasons. For transfers, DLTA may charge the Player with the fees for the bank transfer.

4.3.

With a direct debit order and authorisation respectively, the Player entitles DLTA or its appointees the authorisation to debit the relevant amount from the Bank Account provided by the Player.

4.4.

In case of a returned direct debit DLTA may reject the acceptance of further payments. DLTA is entitled to transfer claims against a Player, including possible additional but appropriate fees to a collection agency.

4.5.

Any third party bank and payment processing charges and fees are borne by the Player and DLTA is entitled to debit the Player Account accordingly. This also applies to foreign exchange charges.

4.6.

DLTA will credit payments from Players to DLTA's bank account immediately upon receipt of funds. The Player has to state their player number with all bank transfers.

4.7.

In case a payment to DLTA from a Player Account of a Player is ceased, interrupted, returned or for any other reasons not finalised or in case that such payment is cancelled afterwards or theft or fraud is obvious in this regard, DLTA shall be entitled to debit the relevant amounts including possibly existing additional fees imposed to DLTA.

4.8.

The Player shall not treat DLTA and/or ELBL as a financial institution and the credit balance of a Player's Account will not bear interest.

4.9.

The Player can directly withdraw funds that constituted Winnings under the My Transactions section. In order to mitigate money laundering and fraud, funds from unspent deposits can only be withdrawn by contacting Customer Support. Under no circumstances will a Player be able to withdraw any bonus funds in their Player Account.

4.10.

DLTA may carry out additional verification procedures at any time.

4.11.

A Player can only withdraw funds to a bank account in the name of the Player Account holder.

4.12.

The credited amount deposited by the Player and the payable credit balance on the Player Account respectively are held in a bank account in the name of DLTA and are not subject to any particular escrow or mechanisms for protection in the event of insolvency.

4.13.

DLTA is entitled to debit the Player Account with appropriate expenses which refer to the costs incurred by DLTA because of the execution of assignments from a Player or the execution of an order.

4.14.

Winnings are tax-free or non-taxable in many countries. The Player is primarily responsible for correct payment of taxes, duties and levies. In the event that DLTA is required to pay any taxes, duties or levies directly to the regulatory authorities of a country in respect of a Player's winnings, then it shall be entitled to deduct those from the Player's Account or claim them from the Player accordingly.

4.15.

DLTA shall be entitled to deem a Player Account as inactive if more than one year has passed since the last stake transaction of the Player. DLTA will notify the Player once their account is deemed as inactive.

If the Player Account is still deemed as inactive 28 days after the notification, the Player's claim to the account balance expires. DLTA is entitled to use the account balance at their discretion including, and not exclusive of, a donation to a charitable organisation.

## **5. Rights of DLTA**

5.1.

DLTA shall be entitled to suspend the relevant Player Accounts and Players from the use of the Website with immediate effect, if DLTA believes that a Player does not meet the requirements named in these Terms and Conditions. In addition, DLTA shall be entitled to suspend the relevant Player Accounts and Players from the use of the Website, if DLTA believes that: i. the Player has provided false or misleading information in connection with their Player Account, any payment methods or otherwise in connection with the Website and the services available through it; ii. the Player maintains more than one Player Account; iii. the Player is involved in any fraud-related activities; iv. the Player is in breach of any other substantial provision of these Terms and Conditions; v. the Player has used the Website in a fraudulent manner or for illegal and/or unlawful or improper purposes including but not limited to if DLTA has reasonable suspicion that a Player is abusing or attempting to abuse a bonus, offer or other promotion form or taken advantage of any software or system bug or failure; vi. any of the events referred to in this clause may have occurred or are likely to occur; vii. required by law or if requested to do so by the police, by any regulatory authority or by court, in addition, DLTA shall be entitled to suspend the relevant Player Accounts and Players from the use of the Website, if DLTA believes that (i) any details of the Bank Account or Bank Card were, or have become, incorrect or the card is reported as lost or stolen or becomes the subject of fraud, (ii) DLTA receives a negative appraisal of creditworthiness for a Player or any direct debit collection due from a Player is returned for reasons attributable to the Player,



(iii) the Player has used a payment instrument without the owners approval; or (iv) the Player has allowed a third party to place Bets using their Player Account.

DLTA shall monitor transactions in order to prevent money laundering. DLTA shall report any suspicious transactions to the Malta Gaming Authority.

5.2.

During the period of any suspension of a Player Account the Player will be prevented from accessing or using their Player Account; in addition, DLTA may investigate the event that gave rise to the suspension and DLTA will be entitled (but shall not be obliged) to require that the relevant Player provides all such identification documents as DLTA reasonably requires.

5.3.

Should DLTA determine that the event giving rise to suspension has occurred, DLTA will be entitled to terminate the Player Account in question permanently and may choose to do so once any outstanding Stakes associated with that Player Account for future Bets expire or otherwise may at its discretion authorise ELBL to void such Bets. If the Stake was placed by a Player under 18 years of age, DLTA shall authorise ELBL to void the relevant Bets in which case the Stake (if returned by ELBL to DLTA) will be returned from DLTA to that person's Bank Account and the Player Account will be closed.

5.4.

Should DLTA determine that such a breach has not occurred, the suspension of the Player Account will be brought to an end.

5.5.

If DLTA terminates a Player's use of the Website for any other reason, DLTA will notify the relevant Player by email using the email address provided to DLTA. In such circumstances, DLTA shall refund the payable balance held on the Player Account to the Player, after both stakes and any fees incurred have been deducted, and Winnings for all the future and open Bets that the Player has already purchased have been settled, using the Bank Account provided by the Player.

5.6.

DLTA may withhold, delay or cancel any Winnings or Player's funds from a Player if, DLTA deems in its absolute discretion that (i) there may be chargebacks in respect of the relevant Player Account or between that Player and any affiliate of DLTA, (ii) the Winnings stem directly from a chargeback or (iii) the Player has partaken in any form of bonus abuse, cheating, fraud or taken advantage of any software or system bug or failure.

5.8.

Bets will only be accepted up to the advertised start time. Any Bet that is inadvertently accepted, which includes a Betting Event after its start time, will be cancelled. If any portion of a multiple Bet is inadvertently accepted then all parts of that multiple Bet will be cancelled.

5.9.

Multiple Bets that combine different selections within the same event are not accepted where the outcome of one affects or is affected by the other. If such a Bet is taken in error, the Bet will be cancelled.

5.10.

DLTA reserve the right to change odds and information displayed on the website at any time and without notice. We will take reasonable care to ensure the accuracy of this information but information is presented as a guide only. Prices displayed on the website are indicative only and are not binding until a bet has been confirmed by DLTA. In the event of any particular information (score, time of game etc) being incorrect DLTA or ELBL assumes no liability for this. Please refer to the Betting Rules for information on how individual markets are settled.

5.11.

When a Betting Event is cancelled, all Bets relating to the Betting Event will be cancelled automatically and the related Player Accounts will be refunded.

5.12.

Copyright in the information displayed on this website is the property of DLTA and/or its licensors. This information is intended for personal use only and may not be displayed in public, broadcast or used for any commercial purpose without the express written consent of DLTA. Whilst every effort is made to ensure that the information is accurate, DLTA accepts no responsibility for any use made of the information provided on this website and excludes all liability in respect of any loss suffered by any person arising directly or indirectly from use of the information.

## **6. Winnings**

6.1.

Players may inform themselves with respect to Winnings on their Player Accounts on the Website. In addition, DLTA may inform the Player with respect to Winnings by email, SMS/text message or in other ways. Information about Winnings can be provided in any currency.

6.2.

DLTA transfers the Winnings to the Player Account of the Player after publication of the relevant results of the Betting Event, calculation of Winnings and reception from ELBL. The Players are entitled to either use their Winnings to pay for future Bets or request that DLTA pay Winnings into a bank account in accordance with the above provisions. For safety reasons, DLTA may transfer amounts to a Player's Bank Account or other bank account nominated by a Player, given that it is in accordance with the above provisions, only after a copy of the front and back side of a valid identification document, whose information fits the name or maiden name, date of birth and address the Player has provided in the process of registration, has been received and accepted.

6.3.

DLTA is authorised to in its sole discretion authorise ELBL to void the relevant Bets, if any of the following occur: (i) DLTA was instructed by a Player to place Bets only after the relevant deadline or after the start of the relevant Betting Event and/or if DLTA erroneously accepted an instruction to place Bets on the Website after the relevant deadline or after the start of the relevant Betting Event, (ii) DLTA becomes

aware of a genuine error in relation to that Bet or Betting Event and is not able to contact the Player to correct the error or confirm the Bet before the deadline, (iii) DLTA was instructed to place a Bet by a Player who has provided false, incomplete or expired information in connection with their Player Account or otherwise in connection with the Website or the services available through it, (iv) DLTA was instructed to place a Bet by a Player who has been involved in any fraud-related activities in relation to the Bet, the operation of the Player Account or otherwise in connection with the Website or the services available through it, (v) DLTA was instructed to place a Bet by a Player who was, at the time of placing the Bet, less than 18 years old, (vi) the Player maintains more than one Player Account, (vii) in conjunction with any Betting Event, fraud and/or technical and/or human error or unwarranted influence was found, (viii) the Betting Event is declared by an organiser or co-organiser as being invalid, incorrect or published in error, as the case may be, or (ix) DLTA deems in its absolute discretion that a Player has partaken in any form of bonus abuse, cheating, fraud or taken advantage of any software or system bug or failure.

#### 6.4.

DLTA passes on only those Winnings, which were paid out by ELBL to DLTA for the Player. DLTA is only obliged to credit Winnings to a Player Account or comply with instructions from a player to pay Winnings into a bank account in accordance with clause 4.2. above if (i) DLTA received the Winnings from ELBL and (ii) the Player is entitled to a Winning.

#### 6.5.

For Winnings, ELBL may require additional documents such as certified copies of a proof of identity and address, regardless of whether such proof was provided to DLTA previously. All requested and required documents must be provided by the Player no later than 12 weeks after the date of the Betting Event or the Winnings shall be forfeited.

### **7. Other Rights**

DLTA reserves the right, i. to set off against a Player's Winnings the amount of any unpaid Bets owed by that Player to DLTA or any Affiliated Company; ii. to terminate, vary or suspend any Player Account, immediately and without prior notice, for any other reason at DLTA's sole discretion; and iii. to require that the relevant Player provide identification documents in order to enable DLTA to satisfy itself as to the validity of Player Account details and the Player's entitlement to the Winnings in accordance with these Terms and Conditions. DLTA may withhold payment of Winnings until any such matter has been solved entirely.

### **8. Website, Links and Banners**

#### 8.1.

DLTA reserves the right to make changes or corrections to, suspend or discontinue any aspect of the Website and the content or services or products available through it. Such changes shall not be applied retrospectively and in the event that such changes affect live Bets, DLTA shall be entitled to authorise ELBL to void such Bets and the Stakes (if returned by ELBL in such cases where they have been paid to ELBL) shall be repaid to the Player Account.

8.2.

DLTA is not responsible for any promotional links or advertising banners of third party advertisers.

8.3.

Players must not misuse the Website by introducing viruses, trojans, worms, or other material that is malicious or harmful. DLTA will not be liable for any loss or damage to Players caused by a distributed denial-of-service attack, viruses or other harmful material that may infect a Player's computer equipment, computer programs, data or other material while using the Website or any website linked to it.

8.4.

While DLTA endeavours to ensure that the information on this Website is correct, DLTA does not warrant the accuracy or completeness. The Website may contain errors or inaccuracies, or information that is out of date.

8.5.

The contents of this Website (including these Terms and Conditions) are protected by international copyright laws and other intellectual property rights. The owner of these rights is DLTA, its affiliates or other third party licensors. All products and company names and logos mentioned on this Website are the trademarks, service marks or trading names of their respective owners, including DLTA. Players are permitted to print and download extracts from this Website only for their personal reference, and only provided that i. no documents or related graphics on this Website are modified in any way; ii. no graphics on this Website are used separately from accompanying text; and iii. the status of DLTA (and of identified contributors) as the author of any material on this Website is acknowledged.

8.6.

Other than as set out above, no part of this Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service including, but not limited to, text, graphics, video, messages, code and/or software without DLTA's express prior written consent.

## **9. Privacy Policy**

DLTA meets all statutory requirements with respect to the personal data of Players. The Privacy Policy shows more details in respect of the use and storage of the personal information.

## **SECOND SECTION – SPECIFIC TERMS AND CONDITIONS OF ELBL**

### **10. Bets**

10.1.

ELBL will accept Bets placed with it by DLTA on behalf of the Player, if instructions to place those Bets have been actioned by the Player and those Bets have been placed with it by DLTA.

Any reference in this section of the Terms and Conditions to a Player shall mean a

Player acting through DLTA as their intermediary.

## **11. Rights of ELBL**

### **11.1.**

A Player is not entitled to claim any Winnings or receive a payout from ELBL and/or ELBL may at its discretion decide about the validity of a Bet, or a Player's entitlement to Winnings or void a Bet if i. Bets were placed after the relevant deadline or after the start of the relevant Betting Event; ii. Bets were erroneously accepted after the relevant deadline or if the relevant Betting Event had already begun or taken place; iii. ELBL becomes aware of an error in relation to that Bet, a Betting Event; iv. the Bet was placed on behalf of a Player who has provided false information in connection with their Player Account or otherwise in connection with the Website or the services available through it; v. the Bet was placed on behalf of a Player who has been involved in any fraud-related activities in relation to the placing of the Bet, the operation of the Player Account or otherwise in connection with the Website or the services available through it; vi. the Bet was placed on behalf of a Player who was less than 18 years old or was a director, officer, or employee (or their spouse or dependant) of ELBL or of one of the DLTA group companies; vii. the Player maintains more than one Player Account; viii. in conjunction with any Betting Event, fraud, technical and/or human error or unwarranted influence was found; or ix. the Betting Event is declared by the relevant organiser or operator as being invalid.

Further ELBL may void a Bet if DLTA authorises or instructs it to do so.

### **11.2.**

When deciding if Winnings are to be paid out due to 11.1., ELBL may base its decision on information that is researched and/or held by DLTA and forwarded to ELBL. ELBL is not obliged to carry out investigation on its own.

### **11.3.**

ELBL may claim back Winnings, that have been paid out already, from the Player and or DLTA where any of the circumstances referred to in 11.1 (i) - 11.1. (ix) arise.

### **11.4.**

If any Bet is voided in accordance with 11.1(i), (ii), or (iii) above, ELBL will offer DLTA on behalf of the Player the option of placing any such Bet on the next relevant Betting Event or crediting the Player's Player Account with the relevant sum. If any Bet is otherwise voided by DLTA in accordance with this clause, the relevant sum associated with that Bet may be forfeited to ELBL; or in the case where the Bet was placed by a Player who was under the age of 18 at the time of placing the Bet, the relevant sum will be returned to DLTA on behalf of the Player.

### **11.5.**

ELBL reserves the right i. to set off against a Player's Winnings the amount of any unpaid Bets for Bets owed by that Player; ii. to terminate, vary or suspend any product offered on the Website, immediately and without prior notice, for any other reason at ELBL's sole discretion; iii. to pay Winnings partly or fully in instalments at ELBL's sole discretion and iv. to require that a Player provides identification documents in order to enable ELBL to satisfy itself as to the validity of Player

Account details and the Player's entitlement to the Winnings in accordance with these Terms and Conditions. ELBL may withhold payment of Winnings until any such matter has been solved to ELBL's reasonable satisfaction.

11.6.

ELBL decides about acceptance of a Player's Bet prior to the beginning of the Betting Event. If ELBL does not accept a Bet, ELBL will offer DLTA on behalf of the Player the option of placing any such Bet on the next relevant Betting Event.

## **GENERAL TERMS AND CONDITIONS**

### **12. Complaints**

12.1.

DLTA's complaints procedure has three levels. For levels 1 to 3 the Player may contact Customer Service via email at [service@lotohelden.de](mailto:service@lotohelden.de). Each correspondence shall be marked as "Complaint" and shall receive a reference number, provided that DLTA has allocated a reference number to the relevant complaint.

12.2.

At level 1, the complaint is handled by a player service employee. At level 2, the complaint is handled by the head of the player service. At level 3, the complaint is handled by DLTA's Legal Department.

12.3.

DLTA shall ensure that the entire complaints process, including any internal escalation, takes no longer than ten days from when the Player's complaint is received (provided in certain cases this can be extended by a further 10 days). DLTA may depart from the above time-limits if the Player fails to engage with the complaints process in a timely manner. For example, where a Player fails to respond to a reasonable request for information, DLTA will 'stop the clock' until such time as the Player responds when the 'clock' will be restarted.

12.4.

In case the Player is not satisfied with the result of their complaint, they may contact the Malta Gaming Authority by sending an email to [support.mga@mga.org.mt](mailto:support.mga@mga.org.mt) or by clicking on the following link: <http://www.mga.org.mt/support/online-gaming-support/>.

### **13. Commitment of Decisions**

13.1.

In the event of a dispute in respect of a Bet or the payment or awarding of any Winnings, ELBL may withhold payment of the Winnings until any dispute has been resolved to ELBL's reasonable satisfaction.

13.2.

Where ELBL makes a final decision or exercises any discretion referred to above ELBL may, solely at its discretion and notwithstanding Condition 15, reimburse the sum paid by the Player for the relevant Bet or offer a new Bet to the Player.

## **14. General Liability and Force Majeure**

### **14.1.**

DLTA and ELBL will not be liable to a Player or third parties, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise

i. for any loss of revenue, business, anticipated savings or profits (whether direct or indirect); or

ii. for any indirect, special or consequential loss, damage, costs or other claims, howsoever caused or arising, whether through non-supply or late supply of the Website or any other service available through the Website, non-performance of these Terms and Conditions or otherwise.

### **14.2.**

Nothing in these Terms and Conditions affects DLTA's or ELBL's liability for cases of death and personal injury due to negligence of DLTA or ELBL.

### **14.3.**

Without prejudice to any other provision of these Terms and Conditions, DLTA and ELBL shall not be liable to any person

i. for any event beyond its reasonable control including without limitation, any act of God, actual or threatened war or other threat or challenge to governmental authority, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or local authority, strike, lockout, industrial action, fire, flood, drought, tempest, power cut and/or failure or obstruction of any network, broadcasting or telecommunications service;

ii. for the failure of, or damage or destruction to, or any errors caused by the computer systems or records or any third party (including, without limitation, the Website), or any aspect of the foregoing;

iii. for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system;

iv. for any other action or event that prevents or hinders the acceptance of a Bet;

v. for the refusal to sell a Bet to any person or to allow any person to place a Bet; or

vi. for any losses caused to Players including misuse or unauthorised use of Passwords, money lost by placing Bets and failure or malfunction of the equipment or technology of the relevant Player or their internet service provider.

## **15. Liability of DLTA**

### **15.1.**

DLTA endeavours to ensure that the Website and the services available through it are available to Players as much as is reasonably possible, but DLTA cannot and does not guarantee that

i. the Website will be available at any specific time or for any specific period;

ii. the Website's features, functionality or performance will meet the Player's requirements or those of third parties; or

iii. the Website or its features and functionality are, or will be, compatible with, or available on, the device or system used by a Player to access the Website. In

addition, DLTA does not warrant that any alerts or advices a Player may choose to subscribe to will be provided in advance of the deadline for instructing DLTA to place a Bet on the relevant Betting Event and shall have no liability to a Player if any such

alerts or advices are incorrect or delayed or are not sent to or not received by the Player.

15.2.

DLTA will use reasonable endeavours to ensure that the results and Winnings provided by it are correct. In spite of all endeavours for warranty of the accuracy of this information DLTA shall have no liability for errors which are discovered only after Winnings have been paid out where such error is based on incorrect information that is published by a relevant publisher of that information relevant to those Winnings.

15.3.

DLTA will not accept responsibility for loss or damage because of the insolvency of third parties, including banks maintaining the bank accounts of DLTA.

15.4.

The liability of DLTA against the Player is limited to the aggregate sum, which the Player has spent in the last 30 days.

## **16. Liability of ELBL**

16.1.

ELBL shall not be liable for any loss or damage that may arise from the insolvency of third parties, including DLTA or any bank, including (without limitation) any bank with which ELBL maintains its accounts.

16.2.

ELBL's liability to the Player and/or in regards to the Player's Winnings is fully discharged upon payment being made by ELBL to DLTA. For clarification: ELBL is under no circumstances obliged to pay Winnings directly to Players, or to any party other than DLTA. ELBL is furthermore not obliged to payout Winnings, if the Player has no such claim according to these Terms and Conditions.

16.3.

Any liability that ELBL has towards a Player other than an obligation to pay Winnings to DLTA on behalf of the Player for successful and valid Bets placed by DLTA and submitted and accepted according to these Terms and Conditions is limited, (i) in the case that the liability refers to a Bet: to the total amount of the Player's Stake in regards to that specific Bet and (ii) in all other cases: to the amount of 5,000.00 Euro (five thousand Euro).

## **17. Scope of the Agreement**

17.1.

The agreement between (i) the Player and DLTA (as the party placing bets on the Player's behalf) and (ii) the Player and ELBL (as the bookmaker) in regards to this Website and the therein offered services contains:

- i. these Terms and Conditions;
- ii. the Privacy Policy; and
- iii. the explanations and clarifications appearing on the Website.

DLTA and ELBL regard the agreement and its components as appropriate and fair.



17.2.

ELBL does not separately file the individual terms entered into by Players when they register or play on the Website. Players can access these Terms and Conditions on the Website. Players can make a durable copy of these terms by printing and/or saving a downloaded copy on their own computer.

## **18. Law**

18.1.

All transactions including placement or acceptance of any Bet or the payment of Winnings whether contractual or otherwise between Players and DLTA and ELBL shall be deemed to be concluded and to take place in Malta.

18.2.

These Terms and Conditions, the relationship between Players and DLTA and/or ELBL and each Bet shall be governed by and construed in accordance with the laws of Malta.

18.3.

Where these Terms and Conditions are published in several languages, the English version of these Terms and Conditions will supersede and take precedence over any conflicting elements with other languages.

18.4.

The Player submits herewith to the exclusive jurisdiction of the Malta courts in relation to all disputes arising in connection with these Terms and Conditions or any Bet submitted on the Website.

18.5.

Internet gambling may be illegal in some jurisdictions or its legality may be in doubt. Each Player acknowledges and accepts that DLTA and ELBL cannot and do not give any legal advice or assurances or make any representation of any kind in respect of the legality of using their services in the jurisdiction where Players reside or are located. It is the Player's sole responsibility to know whether internet gambling is legal in the jurisdiction where they reside or are located.

18.6.

DLTA and ELBL will not be liable for any illegal or unauthorised use of the Website or their respective services.

## **19. General**

19.1.

If any provision of these Terms and Conditions is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Terms and Conditions will remain in full force and effect and will not in any way be impaired.

19.2.

If any provision of these Terms and Conditions is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the

provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

19.3.

All promotions, bonuses or special offers are subject to these Terms and Conditions and any promotion-specific terms and conditions which DLTA may introduce from time to time in conjunction therewith. In case of a conflict between these Terms and Conditions and the promotion-specific terms and conditions, these Terms and Conditions will always take precedence over the promotion-specific terms and conditions.

19.4.

These Terms and Conditions and the promotion-specific terms and conditions override any contrary statements made by DLTA's customer services, affiliates, agents or anyone else. The Player must read and understand them before using the Website.

19.5.

All notices under these Terms and Conditions are to be sent and received by email. For this purpose, Player notices should be sent to Customer Support. DLTA will send its notices to the Player at the email address specified in the Player's Player Account. Any communication between a Player and ELBL should be sent to ELBL via DLTA at the same email address.

19.6.

Any confirmations and warranties, consents, promises, agreements and duties DLTA or ELBL have provided and committed in these Terms and Conditions occur solely and separately by DLTA or ELBL. The liability of DLTA and ELBL with respect to breach of confirmations and warranties, consents, promises, agreements and duties extend only on loss or damages because of the breach separately allocable to DLTA or ELBL.

19.7.

DLTA or ELBL may, but Players may not, assign any rights and/or transfer, sub-contract or delegate any obligations under these Terms and Conditions, and/or charge or deal in any other manner with any contract created under these Terms and Conditions or any of DLTA's or ELBL's or the Player's respective rights or obligations. For the avoidance of doubt, DLTA or ELBL may transfer and assign any contract between DLTA or ELBL and a Player to any third party (including an affiliated company of DLTA or ELBL) in conjunction with the transfer of all or part of the business and assets of DLTA or ELBL.

19.8.

Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of these Terms and Conditions by the Player shall be ineffective. These Terms and Conditions are personal to the Player and are entered into by the Player for their own benefit and not for the benefit of any third party.

19.9.

Any omission to exercise, or delay in exercising, any right or remedy under these Terms shall not constitute a waiver of that, or any other, right or remedy. The waiver

by DLTA or ELBL of any of its rights or remedies arising under these Terms and Conditions or by law shall not constitute a continuing waiver of that right or remedy or a waiver of any other right or remedy.

## **Annex 1 – Betting Rules**

1.1. The outcome of a Betting Event is settled once this is determined:

If a Betting Event is not determined earlier in the game, DLTA settles the result of the game once the normal duration (regular time) of the match is concluded, unless stated otherwise on market description on the Website.

Example 1: Match winner 1X2 market of an event is determined after the end of the normal duration (regular time) of the event. Football (Soccer) 1x2 Match Winner is determined after the 90 min, including any extra minutes called by the referee of the match as “normal duration”

In case a Betting Event is driven to Overtime (when regular time does not decide the winner) all markets clearly state that are subject to “include overtime” are paid after the completion of the Overtime. Any penalty kicks (or other decider) may follow is not taken in consideration, unless clearly stated in the market.

If Betting Events do not start on time for any reason or postponed, Bets may be kept open and all bets remain valid if those kick off (start) within the next 48 hours from the official start time. In any other case, the company reserves, at its own discretion, the right to void all bets of such postponed events and refund the stakes to the customers.

If Betting Events are abandoned after its starting time and get continued from the organizer within 48 hours from the official start time, DLTA and/or ELBL reserves the right to keep all Bets valid and settle according to this result.

If Betting Events are abandoned after its starting time and not get continued from the organizer within 48 hours, DLTA and/or ELBL will settle all determined markets decided in the pitch and void the rest by refunding stakes to Players. However in cases like that, DLTA and/or ELBL reserves, at its own discretion, the right to void all bets of such abandoned events and refund the stakes to the Players.

On above general rule, there are exceptions as in:

Tennis games will be kept open with all Bets valid until the officials or organizing body declares a winner. In such case, the 48 hours rule is not valid. However and in case of a player retirement, all markets determined in the pitch are settled accordingly and all the rest declared void and null. For avoidance of doubt if a tennis player retired before last point concluded, the match winner market is void, but all markets related to specific sets or games that determined, are settled accordingly.

Baseball games when two teams are playing 2 games in a row are considered as Game 1 and Game 2 and will be settled as chronologically played with all bets valid. For avoidance

of doubt if Team A play vs Team B twice, the result of Game 1 will count for Bets offered on Game 1 as originally scheduled and result of Game 2 will count for bets offered on Game 2, as originally scheduled. The 48 hours rule is valid.

(e.g. if a football match is abandoned in the second half, the markets of the first half will be settled normally).

(e.g. in the example above, the markets of the second half have not decided) will be void and stakes will be refunded to customers

1.2. DLTA and/or ELBL reserves the right not to accept all or part of a bet without providing a reason to the Player. If a Bet is not accepted, Player's stakes are refunded

1.3. Before a Betting Event starts, DLTA and/or ELBL reserves, at its own discretion, the right to void or cancel part or whole, of a Bet even after its acceptance without providing any reason to the Player.

1.4. DLTA and/or ELBL reserves the right to cancel all Bets of a Betting Event, if there is any change regarding the venue of the Betting Event.

1.5. DLTA and/or ELBL reserves the right to cancel all Bets if there are radical changes in the circumstances of a Betting Event such as the length of playing time, the distance in a race speed or the number of periods, etc.

## 2. Explanation of specific betting types

In case a Betting Event is abandoned but there has been at least one scorer, bets on the first goalscorer apply and bets on the last goalscorer are void. Anytime goalscorer market for this player is settled as winner and bets on other players are void.

### Head 2 Head Bets

Predict which of the participants will occupy the highest position or will have better results or more points. In order for these Bets to stand both participants must actively participate in the event. In case the two participants achieve the exact same winning result and therefore achieve a tie, all Bets are void.

### Outright Bets

Predict which of the participants (3 or more) will occupy the highest position or will have better results or more points. In order for these Bets to stand all participants must actively participate in the event.

If one or more participants will not participate in the event, the odds on the rest participants are recalculated and settled with a reduction in the odds, by applying the probability of the missing participants to the rest participants applying the same margin.

If two or more participants achieve exact same winning result and therefore achieve a tie, the applicable odds will be equal to the accepted odds divided by the number

of tie participants (e.g. with initial odds 2.70 and three tie participants the final odds will be:  $2.70 / 3 = 0.90$ ), unless the official governing body chooses only one winner with an additional statistic criterion (e.g. assists).

### Booking markets

A yellow card counts as one card. A red card counts as two cards. If a player get one yellow plus a second yellow driving to a red card, this counts overall as three cards. As a result, a player cannot receive more than three cards. Settlement will be based on all available card data that appear during the normal playing time of an event. Cards shown after the final whistle will not be taken under consideration. Cards in non-playing players (players that have already been replaced, coaches, players on the bench who have not taken part in the game) are not taken under consideration.

### Booking markets with points

A yellow card counts as 10 points and the red and the second yellow-red as 25. The second yellow for a player that leads to a red card is not counted. As a result, a player cannot receive more than 35 points. Settlement will be based on all available card data that appear during the normal playing time of an event. Cards shown after the final whistle not be taken under consideration. Cards in non-playing players (players that have already been replaced, coaches, players on the bench who have not taken part on the game) are not taken under consideration.

### Corners

A corner gets counted for the relevant market settlement only in the case it has been executed. Corners won by the teams but not executed do not count for market settlement.

### Intervals

First interval is considered the time period from 00:01 until the completion of the minute indicated as the end minute. For avoidance of doubt the interval 1-15 min is considered the period from 00:01 to 15:00

Last interval of a time period is considered from the minute indicated until the end of the period as this decided by the referee. For avoidance of doubt the interval 30-45 min is considered the period from 30:01 until the end of First Half. The interval 75-90 min is considered the period from 75:01 to the end of the Full Time.