

Version 2.22, Updated: 17.08.2020 EN

# GENERAL TERMS AND CONDITIONS - NEWS NEW

## 1. INTRODUCTION

1.1. These General Terms and Conditions (hereinafter referred to as “**Terms and Conditions**”) regulate the use of games in the online-casino **PLAY FORTUNA** (hereinafter referred to as the "Casino", "PLAY FORTUNA", "We"), provided on the site [www.playfortuna.com](http://www.playfortuna.com) (hereinafter referred to as "Website" or “Casino Website”), and on the other URL, owned by **GLOBONET B.V.** company and / or **NETGLOBE SERVICES LIMITED**. These Terms and Conditions, [Privacy Policy](#), [Cookies Policy](#), advertising campaign terms, rules on bonuses and special offers and any other document posted on the Website constitute and govern the contractual relationship between the parties the player (hereinafter referred to as the "Player" or "You") and the Casino.

1.2. Before accepting these Terms and Conditions, You are kindly requested to read them closely. We also recommend You to print these Terms and Conditions for Your own records. If You do not agree with any of the Terms and Conditions, please do not accept the Terms and Conditions and register Your personal game account, and / or do not continue to use the games provided on the Website. Your further use of the Casino Website will signify Your acceptance of these Terms and Conditions. These Terms and Conditions shall enter into force from the moment of their publication on the Website.

1.3. These Terms and Conditions apply to all platforms and devices that make games available to the Player.

1.4. The current version of the Terms and Conditions is always available on the main page of the Website. The Casino strongly recommends You periodically check the Terms and Conditions, to make sure, that you remember all the provisions, agree with them and accept them.

1.5. The Terms and Conditions and the Privacy Notice shall enter into force after Your acceptance and confirmation of the registration details during the registration of the game account on the Website. By accepting these Terms and Conditions and the Privacy Notice, You are also acknowledging that you have read the Terms and Conditions as well

as accepted our Privacy Notice, which describes how the Casino will collect, process and share your personal information.

1.6. The text of the Terms and Conditions is in English, which has legal force. The translation of the Terms and Conditions into any other language is carried out for information purposes only. In case of any inconsistency or discrepancy between the English language text and any other language version, the text of the Terms and Conditions in English shall prevail.

## **2. PARTIES AND LICENSE INFORMATION**

2.1. The Website is operated by NETGLOBE SERVICES LIMITED acting as a payment processor, a company registered in Cyprus under company registration number HE 313864, having its registered address at 79 Spyrou Kyprianou Avenue, Protopapas Building, 2nd floor, office 201, 3076 Limassol, Cyprus.

2.2. The Government of Curaçao has granted gaming license No.1668 / JAZ to GLOBONET B.V., a company registered in Curaçao under company registration number 146296, having its registered address at Kaya Richard J. Beaujon Z / N, Curaçao.

## **3. TERMS & CONDITION AMENDMENT**

3.1. The Casino retains the right periodically to make amendments, additions and / or changes to these Terms and Conditions to comply with the requirements and provisions of legislation currently in force. The Casino undertakes to notify the Player about changes made in time during its authorization on the Website, and the Player undertakes to review the amended Terms and Conditions. By continuing to use the Website, the Player agrees to be bound by these Terms and Conditions as well as by the latest modifications to them.

3.2. Any amendment, addition and / or change to the Terms and Conditions shall take effect from the moment they are posted on the Website. Therefore, the Player is recommended regularly and carefully review the Terms and Conditions, as well as the rules of individual games and other information that will be available and posted on the Website.

3.3. If the Player does not agree with the changes made to the Terms and Conditions, he/she has the right to terminate the agreement with the Casino, that is, stop using the Website and close the game account in accordance with the Privacy Notice.

## 4. LEGAL REQUIREMENTS, ANTI-MONEY LAUNDERING REQUIREMENTS

4.1. You may only use services provided on the Website, if You are 18 years of age and have full legal capacity. By accepting these Terms and Conditions, You confirm that you have full legal capacity and have reached the **age of 18** and the minimum legal age required in accordance with the laws of the country in which you reside / live. Non-compliance of these requirements is a violation of these Terms and Conditions. The Casino reserves the right to ask for documents proving Your identity and confirming Your legal age. The Casino has the right to limit or refuse the Player to use the services offered by the Casino until satisfactory proof is provided.

4.2. In some jurisdictions online gambling game may be illegal. The Player understands and accepts that the Casino is unable to give legal consultation or guarantee regarding the legitimacy of the use of the Casino services by the Player. The Casino does not claim that the services comply with the legislation of the Player's jurisdiction. The Player uses the services provided by the Casino at his own choice and discretion, assuming risks and responsibilities as to whether the use of the Casino services is legal and in accordance with the laws and regulations of the Player's jurisdiction.

4.3. The Casino does not intend to provide services to the Player, which could conflict with the legislation of the Player's jurisdiction and place of residence. The Player confirms, warrants and agrees that the use of the Casino services is in accordance with the current laws of his jurisdiction. The Casino is not responsible for any illegal or unauthorized use of the Casino services by the Player.

4.4. The Casino prohibits the registration of a game account and / or making any monetary means to Players who are citizens, reside and / or live in the following countries (hereinafter referred to as "Prohibited Countries"):

- Afghanistan, Albania, Algeria, Aruba, Australia;
- Bahrain, Belgium, Belize, Bonaire, Brunei, Bulgaria, Bhutan;
- Cambodia, China, Colombia, Costa Rica, Croatia, Crimea, Cuba, Cyprus;
- Denmark;
- Egypt, Ethiopia;
- Falkland islands, France, French Guiana;
- Great Britain, Guam;
- Hungary
- Indonesia, Iran, Iraq, Israel, Italy;

- Japan;
- Kuwait;
- Latvia, Lebanon, Libya;
- Mali, Malta, Mauritania, military bases and territories, Montenegro;
- Netherlands, Nepal, New Zealand, North Korea;
- Oman;
- Pakistan, Panama;
- Qatar;
- Romania;
- Saba, Saudi Arabia, Singapore, Somalia, South Africa, Spain, Sri Lanka, Sudan, Sweden, Syria;
- Thailand, The United States of America and dependant territories, Trinidad, Turkey, Turkmenistan;
- Ukraine, United Arab Emirates;
- Vietnam.

Further, without limitation to the above, access to the Casino Website may be restricted from certain territories.

4.5. Game providers, in their discretion, can determine their own list of Prohibited Countries and restrict the Player's access to their games in the territories of these countries. The rules of the games are the constituent of these Terms and Conditions, which the Player is obliged to comply.

4.6. The list of Prohibited Countries is not comprehensive. The Casino retains the right to amend the list of the above-mentioned Prohibited Countries without preliminary notification.

4.7. The use of the VPN, proxy or any other services for IP disguise by the Player for receiving an access to the Casino Website and / or games is the violation of these Terms and Conditions and is strictly prohibited.

4.8. The Player confirms that the monetary means deposited on the game account do not have a criminal and / or illegal and / or forbidden origin, and the Player is their rightful owner. Further, the Player assures that all the information provided to the Casino during the registration process and / or in the subsequent time is correct, up-to-date, accurate and fully corresponds to the name (names) on the credit / debit payment card (cards) or other payment accounts to be used to deposit funds into and / or withdraw monies from the Player's game account.

4.9. The Casino retains the right to cancel the registration, to block the Player's account temporarily or permanently, to withhold all funds, to suspend, withdraw or cancel any payment(s) or winning(s), if there are reasonable grounds to believe that the Player has engaged in fraudulent activities that may include, but are not limited to:

4.9.1. use of stolen, cloned, forged or otherwise illegally received credit or debit card or account data;

4.9.2. chip dumping;

4.9.3 falsification of any data provided by the Player;

4.9.4. entry or attempt to collude, and / or intention directly or indirectly participate in any collude scheme with another player(s) in order to commit acts that could lead to a violation of these Terms and Conditions;

4.9.5. provision of documents that are forged, stolen or otherwise untrustworthy;

4.9.6. use of automated players ("bots"), malicious programs and / or vulnerability in the software of the Website;

4.9.7. use of the VPN, proxy or any other services for IP disguise.

4.10. The Casino is not responsible for any losses or any damage incurred by the Player as a result of collude, fraudulent activities and / or other illegal transactions.

4.11. The Player agrees that he uses the services provided by the Casino solely of his own free will, on his own decision and at his own risk and agrees not to complain against the Casino in connection with his losses, damages and / or failure associated with the use of the Casino services.

4.12. The Casino is not responsible for any losses or damages that a Player or a third party may incur due to any malfunction of information technology tools caused by attacks, viruses or other technologically harmful materials, use of the Website and / or downloading of any materials posted on the Website, and / or opening of any links that are on the Casino's Website.

4.13. The Player fully understands general methods, rules and procedures for the provision of services and games on the Internet. The Casino may also take other measures it deems appropriate to create a fair and balanced game play environment. The Player understands that he is responsible for ensuring the correctness of the bets and games and is obliged not to commit any activities or actions that may damage the

reputation of the Casino.

4.14. The Player is fully responsible for the payment of all taxes and fees, as well as for the independent report submission to the competent authorities, in connection with any winnings received as a result of using the services provided by the Casino.

4.15. The Player is obliged to use the Casino Website only for personal use and entertainment purposes. The Player is not allowed to use the Website for any commercial purposes. Further, the Player is also not allowed to transfer information about the game account so that third parties are able to login and / or in any other way access the Player's personal account.

4.16. It is forbidden to use abusive or aggressive language or communication or images, to use profanity, threats, humiliating or violent actions towards other player(s) and / or employee(s) of the Casino.

4.17. The Player does not have the right to upload information to the Website in such a large amount that may cause a malfunction in the operation of the Casino Website. Further, the Player is not allowed to conduct any other activities that may affect the operation of the Website. Any mass mailing of information or "spam" is strictly prohibited. It is forbidden to interfere or distort, delete or otherwise change the information that is placed on the Website.

4.18. The Player agrees not to hack, not to try to hack and / or gain access, or otherwise bypass the security system of Casino. If the Casino will have reason to suspect that the Player has tried or is trying to hack, gain access or otherwise bypass the security system or the Casino software, the Player will be prompted to stop such actions. The Casino retains the right to block the Player's game account until the end of the investigation, and inform about competent authorities or organizations about the Player's actions.

4.19. The Casino has the right to carry out check(s) and / or audit(s) on the bets placed by the Player. If during the audit(s) it turns out that the Player has took part in fraudulent activities or any other type of activities which purpose is to benefit from the use of vulnerabilities and / or errors on the Casino's Website, the Casino may decide to restrict the Player's access to his account or limit his ability to place any bets, and also temporarily or permanently block the Player's game account. The decision on the payment of funds from the Player's game account is made by the Casino unilaterally.

4.20. The Casino is not a financial institution.

## 5. REGISTRATION ON WEBSITE

5.1. In order to gain access to the games, the Player must register on the Website of the Casino, by specifying his legal name and e-mail address together with other necessary Personal Data (as defined in our Privacy Notice) and selecting a username and password that further will be used to log into the system and the game account. The Player must provide the data as it is described in our Privacy Notice. All Personal Data relating to the Player gathered by the Casino during the registration process and / or during the Player's use of the services provided by the Casino will be recorded and used in accordance with our Privacy Notice only.

5.2. The Casino will be processing Your Personal Data (as defined in our Privacy Notice) from the moment You register on our Website. Due to legal and regulatory requirements (i.e. licensing requirements and Anti-Money Laundering Regulation), Your Personal Data is processed and stored with the Casino as long as You are registered or as long as required by relevant laws and / or regulations / licensing requirements (e.g. minimum of 5 years after closure Your game account).

5.3. We may share the Personal Data provided during the registration process or later with external third parties that provide the Casino with services. However, these external parties may only use Your Personal Data for the same purposes as the Casino shall specify and within these Terms and Conditions and the Privacy Notice. By agreeing to these Terms and Conditions and the Privacy Notice and using the Website, You hereby give Your consent for the purposes of all and any data protection legislation and related regulations, for the Casino, to share and transfer necessary personal data to such external third parties.

5.4. On the Website of the Casino can be registered **only 1 (one)** game account for one Player, IP, mailing address, computer or any other device.

5.5. When registering on the Website, the Player undertakes to provide reliable and true information about himself / herself. In order to confirm the information provided by the Player, the Casino has the right to request verification at any time by asking the Player to provide relevant identity document(s) (including, but not limited to, a copy / photo of the Player's ID / ID cards / or any payment card(s) used). In case the Player did not provide the requested copies / photos of the identity documents requested by the Casino, the provided information is deemed to be unverified / false. It is the violation of these Terms and Conditions and can be interpreted by Casino as fraudulent activities.

5.6. The Player confirms that during registration on the Casino's Website, he provided accurate, complete and reliable information about himself/herself, and in the event of any changes, undertakes to update and / or amend this information. Non-compliance with this requirement may lead to the blocking of the Player's game account.

5.7. **Duplicating game accounts.** It is not allowed to create a duplicate game account. Re-registration of another game account is allowed only with the consent of the Casino in cases of loss of data for access to the active game account by the Player or any other reason, which the Player must immediately notify the Casino. In case of re-registration or attempting to re-register, the Casino has the right to block or close all or any of the game accounts registered under the Player's name. The Casino, in its sole discretion, can render ineffective all bets placed via the duplicate game account(s). In the event that the Casino decides to allow the Player to continue to use the Casino services, the accounts will be managed so that the Player will have only one (1) active game account to which the game balance from the duplicate account(s) created by the Player will be transferred.

5.8. The decision to refund the monies, which can be on the bonus or real balance side of the duplicate game account(s), is made by the Casino unilaterally.

5.9. The Casino does not accept requests to refund any monies and / or initial deposits from the duplicate game account(s), if opened intentionally with the purpose of receiving bonuses and / or other promotional offers from the Casino or to refund the initial deposit placed by the Player. Further, if the Casino determines that the duplicate game account was created with the intention to defraud the Casino the initial deposit(s) will not be refunded to the Player.

5.10. For avoidance of any doubt, the Casino Website does not allow the registration of game account(s) for legal entities.

## **6. IDENTITY AUTHENTICATION OF THE PLAYER.**

6.1. By agreeing to the Terms and Conditions, the Player grants the Casino the right to periodically verify the Player's identity and contact information ("Verification") both on the basis of the Casino's decision or at the request of a third party (e.g. a regulatory authority).

6.2. During the Verification, the Casino may limit withdrawal of funds by the Player from his game account.

6.3. In the case the Player provided false, inaccurate, misleading and / or otherwise incomplete, or not supported by the documents requested by the Casino, information, the Player's actions are deemed to be a violation of these Terms and Conditions and can be interpreted as fraudulent activities.

## **7. NAME, PASSWORD AND SAFETY**

7.1. After registering a game account, the Player should not disclose his account details to any third party or notify the username (login) and password to his game account on the Casino's Website.

7.2. The Player is fully and solely responsible for the safety of his game account and password as well as for any actions and transactions made on his game account. The Player is fully and solely responsible for all losses he suffers, through the fault of the actions of unauthorized third parties.

7.3. By accepting these Terms and Conditions, the Player agrees and acknowledges that he must immediately notify the Casino of any unauthorized access of a third party to his game account and / or any other suspected security violation. Upon the request of the Casino, the Player also agrees to provide proof about the alleged unauthorized access. The Casino is not responsible for any damage incurred by the Player due to an unauthorized access or incorrect use of his username and password (login details) by a third party , regardless of whether these actions were authorized by the Player or took place without his knowledge.

## **8. DEPOSITS, ACCOMMODATION OF MONEY ON ACCOUNT AND WITHDRAWAL OF THE MONEY FROM THE ACCOUNT**

8.1. To play for real money, You need to place money on Your game account.

8.2. You need to deposit money exclusively from the account, the system and / or payment card(s) that are registered exclusively in Your name. The Casino retains the right to prohibit the use of card(s) issued in the name of company. If the Casino becomes aware of a violation of this rule, all winnings will be returned to the Casino. The Player is prohibited from transferring money to other Players' game accounts or receiving

funds from other Players' accounts on his game account. Game accounts cannot be transferred to third parties. The Player is prohibited from selling, buying or otherwise alienating his game account or the game account of another Player.

8.3. We do not accept physical cash paid to us. We have the right to use third-party financial services and / or organizations during processing both Your payments as well as any pay-offs to You.

8.4. You are obliged not to renounce from previous transactions and not to cancel them in any way. In any of these cases, You are obliged to compensate the financial expenses of the Casino for lost payments, including commission charges for financial services.

8.5. In the case of fraudulent or suspicious cash payment(s), including violations, such as the use of stolen and / or payment card(s) of another person, providing false information and any actions to cancel payments, the Casino retains the right to apply sanctions specified in Section 16 of these Terms and Conditions . We have the right to inform the appropriate authorities and / or organizations about any suspected payment fraud or other illegal activities. The Casino is not responsible for any unauthorized use of credit cards.

8.6. We can at any time, use the positive balance of Your account to pay compensation on behalf of the Casino for Your illegal actions.

8.7. All player deposits are made in favour of GLOBONET B.V., the license holder company's by means of / or NETGLOBE SERVICES LIMITED, the website operator-company. Pay-outs of winnings are carried out exclusively on the Player's personal account(s) via a particular payment system.

8.8. In case the currency of payment(s) does not correspond to the currency of the Player's account, crediting (or debiting) of funds is carried out at the internal exchange rate of the Casino. The Casino does not impose any commissions when converting currencies; the values of the rates are the same during exchange in both directions. The current exchange rates are displayed at the Casino's cash desk. Some payment methods involve an internal conversion of the Player's funds, in the event that the currency of the invoice does not correspond to the actual payment currency. In this case, the Player's funds are converted at the internal rate of a particular payment method and / or financial service.

8.9. The Casino retains the right to charge a commission when the Player makes a payment through one or another payment system. In the case of charging such a commission, its rate will be displayed at the Casino's cash desk. Likewise, a commission

may be incurred from the Player's payment(s) during pay.off to the Player.

8.10. The Casino has limits on the amount of the pay-off of the winnings, the limits depend on the currency of the Player's account and the status of the Player. Below you will find detailed information about the current limits on the winnings. We retain the right to impose different winning limits from time to time.

Currency:

Status	Daily limit USD
iron	150.00
bronze	0.00
silver	4000.00
gold	500.00
dev_kanunnikov	0.00
platinum	7500.00
diamond	0.00
tourtest	0.00
AQA status	500.00
AQA withdrawal check status	0.00
Grenka	500.00
SB-8804 НОВЫЙ NEW!!!	500.00
SB-14625	110.00
Test_Crypto2	0.00

8.11. For successful payment within the period from 20 minutes to 2 hours, the following requirements all shall be met in line with the Casino Policy:

8.11.1. The Player's account and / or his payment method(s) should be verified or be in a state that does not require any further verification. The final decision on the status of the verification is taken by the Casino's financial department.

8.11.2. The Player's e-mail must be verified (verification instructions are available in the personal account).

8.11.3. The player should confirm his/her mobile phone number in profile. Otherwise, an application for withdrawal is not created.

8.11.4. The application for withdrawal of funds from the Player's game account must be submitted via the same payment method to the same billing account from which the deposit was made. The Casino retains the right not to pay the winnings to an account, from which no deposits were made. The Casino retains the right to withdraw funds via any payment method within the game account from which the withdrawal was submitted, while the Casino is obliged to notify the Player of the change in the payment method. At the same time, the Casino has the right to offer the Player an alternative way to withdraw the winnings, in the event that a payment method for making deposits is not allowed due to technical or financial restrictions. If the Player refuses the alternative method of payment offered by the Casino, the processing time for the application is increased until such payment can be made, or the application will be cancelled (at the player's option).

8.11.5. The number of the Player's bets must exceed his deposit(s), at least 3 (three) times, from the moment of the zero balance of the game account. If the Player refuses to place the necessary number of bets, the Casino has the right to withhold a commission of up to 10% (ten per cent) of the withdrawal amount, as well as to cancel winnings from bonuses, free spins and accrued points.

8.12. After a Player sends a withdrawal request, it gets the «Pending» status. In this case, the requested amount will be at once removed from the balance and held until the request is being processed. Actual payment occurs immediately after payment by the Financial Department of the Casino. In this case the request gets the «Successful» status.

8.13. Within the pending period, the Player may cancel the request and get his money back to the balance in the «Payment History» section.

8.14. In case when the amount requested by the Player exceeds the limits of a payment system or the Player's status, the withdrawal will be automatically divided into several requests.

8.15. If a player makes the third or more payments for the current calendar day (the beginning and the end of the day corresponds to UTC time), the commission fee of 10% shall be deducted from the requests starting from the third payment. Any sequence of payment requests without any limits on their number and amount is considered as payment if no deposits were made between payment requests.

## **9. ACCOUNT BLOCKING AND CLOSING**

9.1. Account Blocking - restriction of the Player's access to his/her account at the initiative of the Player on his/her personal request to Casino or at the initiative of Casino, the duration and basis of which is determined by these Terms and Conditions.

9.2. Account Closure (Erasure) - complete closure of the Player's account after expiring the term of blocking of Player's account.

9.3. The Player may block his/her account at any time. To do this, the Player must notify Casino by sending an email from his/her registered email to [email](#) or via [chat](#).

Wherein the Player must understand that if the blocking of the account is regarded his/her request to erasure personal data, the Casino will continue to store his/her personal data for such periods:

- 5 years from the date of the last financial transaction on the Player's account;
- within 1 month if no financial transactions were made in the Player's account.

9.4. After closing the Player's account, Casino does not refund the funds that were in the gaming account at the time of closing the account. No other funds (for example, bonuses, free spins, etc.) will be credited to the Player or cashed in any way, unless the administration of Casino decides otherwise.

9.5. In the case of blocking/closing an account by the Casino's decision, the Player has 14 (fourteen) calendar days to appeal such a decision in the manner prescribed in Clause 21 of these Terms and Conditions.

9.6. The Casino may block a Player account immediately without prior notice if:

- the administration of Casino on its own discretion decided to stop providing services in general or to the certain Player;
- the Player's account is related in any way with another gaming account or profile that has been closed or blocked;
- the Player is trying to hack the system or participating in collude;
- the Player interferes or attempts to manipulate the software;
- the Player uses his/her Account for illegal purposes;
- the Player publishes defamatory or offensive information about Casino on the Internet;
- in case of Player's violation of these Terms and Conditions;
- upon receipt of the Player's request to erasure his/her personal data.

## 10. BONUS POLICY

10.1. To encourage Players, the Casino may time to time offer Players bonuses (deposits and no deposits), free spins points, tournaments, lotteries and other types of bonuses.

10.2. The payment, wagering and use of bonuses and other types of promotions are described in this Section 10 of the Terms and Conditions. Certain types of non-regular bonuses may have their own rules of participation and use. In this case, the acceptance of the bonuses shall be made in accordance with the additional rules of participation and use and, in case of, any discrepancies between these Terms and Conditions and the additional rules of participation and use, the additional rules of participation and use shall override the general rules set out below in this Section 10.

10.3. One Player can participate in bonus promotions offered by the Casino, using only one (1) game account.

10.4. The Player statuses allow active Players to receive additional bonuses. After registration, all Players receive the status of "New". However, when making further deposits, the Player's status is updated and the status grows based on the increase in the amount of deposits made by the Player over the past 30 (thirty) days. Below is a table of the Player status changes, depending on the amount of deposits:

<b>Status</b>	<b>Amount of deposits for the month</b>
Silver	250 USD or equivalent
Gold	1 000 USD or equivalent
VIP	2 500 USD or equivalent
Platinum	5 000 USD or equivalent

10.5. The status of the Player is updated after each deposit. If the Player, after 30 (thirty) days from the date of the last status update, has made deposits in an amount insufficient to maintain his current status, his status is reduced. The Casino has the right to downgrade the Player's status (and, accordingly, all privileges and bonuses corresponding to the status) in case it considers that the Player's activity, when obtaining the status, is of an artificial manner (e.g multiple withdrawals of funds, with intent to their further re-entry, inadequate game activity after the deposit, etc). After such a downgrade, the Player has the right to get a higher status, showing a healthy participation in gaming activities.

10.6. The Player statuses affect a number of parameters of the bonus policy the details of which are presented in the table below.

<b>Status</b>	<b>New</b>	<b>Silver</b>	<b>Gold</b>	<b>VIP</b>	<b>Platinum</b>
Weekly return	Yes	Yes	Yes	Yes	Yes
Coefficient of point calculation	1	1	1.05	1.05	1.10
Wagers of bonuses	x45	x40	x35	x35	x30
Participation in promotions and sweepstakes	No	No	Yes	Yes	Yes
Free entry to special tournaments	No	No	No	Yes	Yes
Personal Manager	No	No	No	No	Yes

10.7. Accrued bonuses go to a special bonus account. Bonus funds cannot be played until its fully wagering and transferred to the Player's real game account. To transfer funds from the bonus account to the real game account, a certain number of bets that is a multiple of the amount of bonuses given out shall be placed.

For example, if the Player is given 20 EUR of bonuses, the coefficient of wagering bonuses, according to the rules of the action, is x25. Then, to wagering the bonuses, the Player needs to bet on the amount of  $20 \times 25 = 500$  EUR. The bonuses remain on the Player's bonus account, until the Player has placed the said number of bets.

10.8. To wagering the bonus, only the funds that are on the real game account can be used, bonuses accrued on the bonus account cannot be used for this.

10.9. Wagering is done in the order in which the bonuses entered the bonus account. That is, first wagering the first bonus granted by the Casino, then the second, and so on. Each bonus has a fixed lifetime of 30 (thirty) days from the date of accrual.

10.10. In the following types of games, only 5% of the bet amount goes to the offset when wagering the bonus, and when calculating points, only 20%:

- Roulette;
- Black Jack;
- PPunto blanco (Baccarat);
- Craps (dice);
- Poker;
- Videopoker.

10.11. In the following types of games, only 5% of the bet amount goes to the offset when wagering the bonus, and when calculating points, only 1%:

- Castle Builder;
- Forsaken Kingdom;
- Jekyll and Hyde;
- Scrooge;
- Tomb Raider 2;
- Big Bang™;
- Blood Suckers™;
- Robin Hood Shifting Riches;
- The Wish Master™;
- JetX.

10.12. If the Player wants to refuse any bonus - he/she can do it by contacting the customer service [email](#) or via chat. In case of cancellation of the bonus, the bonus will be fully written off from the bonus account, and the wagering winnings from the bonus will be cancelled. The same happens when the life cycle of the bonus expires; the bonus is written off and the wagering burns out. Cancelled bonuses are not refundable.

10.13. Bonuses offered by the Casino are divided into 2 (two) categories: deposit and no deposit bonuses. Deposit bonuses are calculated as a reward for the deposits made and, usually, their amount depends on the amount of the deposits. No deposit bonuses are awarded when performing any actions on the part of the Player, according to the additional rules of participation and use of the said promotion.

10.14. In the Casino for all new Players is available on a permanent basis 100% bonus on the first deposit. The first deposit bonus applies only to the first deposit made by the Player, it is equal to 100% of the first deposit amount. The maximum amount of the bonus for the first deposit is USD 500.00 or the equivalent. The minimum deposit amount to receive the first deposit bonus is USD 10.00 or the equivalent, the wagering ratio is x45. The Casino runs on a regular basis also other type of special offers and promotions with bonuses. Details on such offers and promotions are posted on the Casino's Website and are accessible through the Player's profile under the "Promotions and Bonuses" Section. Further, Players receive information on such offers and promotions via e-mail and through feedback. The coefficient of wagering this type of bonuses varies from x45 to x30, depending on the status of the Player (see Section 10.4 of these Terms and Conditions).

10.15. Free spins (hereinafter "Free spins") is a special type of bonus accrual, giving the player the right to make several rotations in certain slot machines for free, that is, without using funds on the real game account. The issued Free spins are characterized by 3 parameters - a game in which free spins are given out, the number of free rounds

and the amount of the bet in each round.

10.16. If Free spins are issued as part of the promotion for a deposit, and the winnings are credited immediately to the Player's real game account. In order to withdraw the winnings the Player must deposit 10 (ten) times exceeding amount of the deposit to which Free spins have been credited. The entire amount of the winnings can be used for wagering.

10.17. If Free spins are issued as a no deposit bonus or for a deposit, but with the bonus being credited to the bonus account, then the usual bonus wagering rules described in Clause 10.7 of these Terms and Conditions apply to such winnings.

10.18. Points are a special type of promotion for active players of the Casino. For each bet with real money, the Player receives points at the rate of 1.00 USD = 1 point. The rounding of fractional values of points during receipt is performed with an accuracy of 0.01. Players with statuses above "Silver" receive an additional percentage during receipt of points according to the following table:

<b>Status</b>	<b>Additional percent points accrual</b>
Gold	5%
VIP	5%
Platinum	10%

10.19. When accumulating 1000 points or more, the Player has the opportunity to exchange the points for real money. If the Player exchanges part of the points on the account, the exchange is made at the rate of 1000 points = 1.00 USD (or the equivalent in another currency). When exchanging all the points, the coefficient of exchange depends on the level of the Player and the number of accumulated points, the relevant exchange ratios are presented in the table below:

<b>Points</b>	<b>Exchange ratio</b>	<b>Level</b>
0	0	Newcomer
1 000	1 000	First-timer
5 000	975*	Junior
10 000	950*	Amateur
20 000	925*	Active player
50 000	900*	Expert
100 000	800*	Professional

<b>Points</b>	<b>Exchange ratio</b>	<b>Level</b>
200 000	700*	Master
500 000	600*	Reputable player
1 000 000	500*	Sage

10.20. In the absence of activity during 365 calendar days (making a deposit, making a bet etc.), all accumulated but not used points will be automatically written off.

10.21. A Cashback bonus is a partial refund of the money lost by the Player, accrued on a weekly basis. A Cashback bonus is awarded every Friday, following the results of the past 7 (seven) days. A Cashback bonus accrued by points, which immediately, without any restrictions, can be exchanged for real money. The amount of accrued points depends solely on the amount of loss for the past 7 (seven) days, according to the table below:

30.00 USD - 49.99 USD	1,000 points
50.00 USD - 99.99 USD	2,000 points
100.00 USD - 249.99 USD	5,000 points
250.00 USD - 499.99 USD	10,000 points
500.00 USD - 999.99 USD	20,000 points
1,000.00 USD - 2,499.99 USD	50,000 points
2,500.00 USD - 4,999.99 USD	100,000 points
5,000.00 USD - 9,999.99 USD	200,000 points
10,000.00 USD and more	500,000 points

10.22. Tournaments (also Competitions) are special competitions the Casino periodically runs among the Players. Each tournament has a certain number of prizes, a mechanism of determining the winners, a list of games participating in tournaments. Tournament prizes can be awarded in points, cash (to a real game account or bonus account), in the form of free spins or in another form, if this form is provided for by the rules of a particular tournament. The list and distribution of prizes, the conditions for determining the rating of Players on the leaderboard, the minimum bet that qualifies in a tournament, as well as other additional conditions and/or restrictions, are described in the rules of a particular tournament published in the "Tournaments" Section of the Casino website. To participate in the tournament, the Player should click the "take part" link in the corresponding tournament. By clicking the "take part" link, the Player also accepts the rules of the tournament. Each tournament is held during a specific period of

time. Changes in the tournament table may occur with a delay of up to 1 minute for technical reasons. The winnings in tournaments are credited no later than the day following the end of the tournament.

10.23. Bonus codes are a special bonus accrual instrument. The Casino shares the bonus codes to Players individually. Points, bonus account funds, real game account money, free spins are awarded with the help of the bonus codes. The bonus code also opens an access to special promotions, which allow the Player to receive a certain bonus both for the deposit and for other actions provided for by the specific promotion. The Player should enter the value of the bonus code in the “Promo” Section of the Casino Website.

10.24. Not wagered bonuses do not impose restrictions on the withdrawal of funds from the real game account. However, in the event of withdrawal of funds, all not wagered bonuses, which are on the bonus account, are annihilated (cancelled).

10.25. The Casino has the right to refuse the Players in using any bonus accruals without explaining the reasons. In this case, all bonuses given to the Player, free spins and points will be cancelled. All winnings from the given bonuses (as well as free spins, points) can be cancelled as well. In this case, the player may have the opportunity to play, using for this solely the funds on his real game account.

## **11. RESPONSIBLE GAMING**

11.1. The Casino acknowledges that gaming can be addictive and offers various types of services to assist the Player in case of discovery of game dependency. Playing games for money, You understand that You are under a risk of losing money and winning is a matter of chance. The Casino has adopted a number of measures that will allow You to play games in a responsible manner.

## **12. CHANGES ON THE SITE**

12.1. The Casino can, at its sole discretion, at any time modify and / or supplement any information and / or offered services, in order to maintain and update the Website.

## **13. SYSTEM ERRORS**

13.1. In the event of any malfunction in the system or errors in the game, the Casino is committed to make maximum efforts, to solve the situation as soon as possible. The Casino does not assume any responsibility for the malfunction of the information

technology tools caused by the operation of the equipment used by the Player to access Website, as well as for failures in the operation of the Player's Internet provider.

## **14. ERRORS OR DEFICIENCIES**

14.1. In the process of using the services provided on the Website, certain circumstances may arise where a bet has been accepted or a payment made as result of an error by the Casino (for example, incorrect setting of the Casino betting conditions as a result of an obvious error or omission when entering information or as a result of a computer failure or an error by the Casino in calculating the number of winnings, including as a result of incorrect input of data manually or automatically).

14.2. The Casino retains the right to cancel and declare null and void any bet (either partially or in fully) that was subject of an error.

14.3. If You placed a bet or participated in a game by using funds that were mistakenly transferred to You by the Casino, the Casino has the right to cancel all such bets and / or any winnings that You received using such money. In case the Casino has already paid You funds at such rates or games, these amounts will be considered transferred to You for free temporary safe custody, and upon request of the Casino You are obliged to return them immediately to the Casino. If the Player has insufficient funds on his real game account, the Casino may demand that the Player pays the insufficient amount relating to these bets and / or winnings.

14.4. Neither the Casino nor our partners or game providers are responsibility for any damage, including loss of winnings, resulting from an error on the part of the Casino or the Player.

14.5. The Player must inform the Casino as soon as he becomes aware of any errors with respect to his game or account, any bets or wagers he has placed or any calculations.

## **15. LIABILITY LIMITATION OF CASINO**

15.1. The Player confirms that he is an individual who has reached the age of 18 and the minimum legal age required for gambling on the Website and has full legal capacity, in accordance with the laws of the state in which he is a resides / lives, understands the significance of his actions, agrees that the choice to use the Casino services is exclusively his personal choice and understands that the manages and disposes of his own funds that are on his real game account at his own risk.

15.2. The operation of the Website is carried out in accordance with these Terms and Conditions and the Privacy Notice.

15.3. The Casino is not responsible for the content of any of the Internet sites, access to which can be obtained through the Website.

## **16. VIOLATION OF CONDITIONS**

16.1. Because of violation of these Terms and Conditions by the Player, the Player agrees to fully compensate and / or incur any costs (including legal costs) and liabilities associated with such violation.

16.2. As part of the Player's use of the Casino services, the Player agrees to fully pay for losses caused by him, to defend and advocate the interests of the Casino, the company / organization of Website operator and / or the game license holder, and their officers, from any claims, demands, liabilities, losses, costs and expenses, including legal costs and any other costs arising from:

16.2.1. violations of these Terms and Conditions by the Player;

16.2.2. violations of any legislation or the rights of third parties by the Player;

16.2.3. use of the Casino services and / or access to Casino services by any third party using the Player's personal / identification data, with or without the Player's permission;  
or

16.2.4. reception of any winnings received in connection with the violations, described in Clause 16.2.1. - 16.2.3.

16.3. In case of violation of these Terms and Conditions by the Player, the Casino has the right, but is not obliged:

16.3.1. to notify the Player (using his contact details) that he is violating these Terms and Conditions, requiring the termination of an action that violates the Terms and Conditions;

16.3.2. temporarily limit the Player in using the Casino services and managing / administrating his game account in order to restrict the Player from betting or playing on the Website;

16.3.3. to block the Player's game account without preliminary notification;

16.3.4. to withdraw from the Player's game account the amount of bonuses, winnings or other payments that the Player has acquired because of violation of these Terms and Conditions.

16.4. The Casino has the right to block the Player's game account, his username (login) and password, if the Player does not comply with any of the Terms and Conditions of the Casino.

## **17. RIGHTS TO INTELLECTUAL PROPERTY OBJECTS**

17.1. The content of the Casino Website is subject to copyright and other intellectual property rights owned by the Casino or used under license by third-party copyright holders. All downloadable or printed materials contained on the Casino's Website are protected by law, can only be downloaded to one personal computer and can be printed solely for personal and non-commercial use.

17.2. Under no circumstances the usage of the Casino Website do not give the rights to the Player to an intellectual property (for example, copyrights, know-how or trademarks) belonging to the Casino or any other third party.

17.3. The Player does not have the right to copy the Casino Website, symbols, logos and / or other his / their components either totally or partially, in any form without prior written approval from the Casino. Any use, including reproduction of the trade name, trademarks, logos or other creative materials presented on the Casino's Website is prohibited.

17.4. The Player is responsible for any damage caused by the Player's violation of the intellectual property rights of the Casino. If the Player becomes aware of any violation of intellectual property rights by third parties, the Player undertakes to immediately notify the Casino of such breach and provide the Casino with all the necessary assistance in carrying out any proceedings in this regard.

## **18. PLAYER'S PERSONAL DATA**

18.1. The Casino appreciates the integrity and confidentiality of the Player and his Personal Data (as defined in the Privacy Notice). We collect, process and share only the information that is necessary for the provision of our services. The Casino processes personal information provided by the Player strictly in accordance with its [Privacy Policy](#) and relevant data protection laws and regulations, depending on the Player's country of

residence.

18.2. By accepting our Privacy Notice and providing the Casino his personal information, the Player agrees to the processing of his Personal Data for the purposes described in the Privacy Notice and / or to comply with any legal and / or regulatory obligations of the Player and the Casino.

18.3 The Player should assume that all use of the Website shall be recorded and that the Casino keeps copies of all the correspondence received from the Player (including but not limited to copies of all emails, SMS and telephone and / or other calls received from the Player). These recordings and correspondence shall be the property of the Casino and may also be used as evidence in case of any dispute between the Casino and the Player, as noted in Clause 21.2 of these Terms and Conditions.

## **19. MARKETING AND ANALYTICS**

19.1. In order to improve the Casino's Website, its sections, content on the pages and Your user experience in games, we use web beacons, pixels, tracking scripts and Cookies. In doing so, we record Your visit to the Casino's Website and activity in the games: when and what pages, Casino sections You visit, when You last visited the Casino Website, the time of authorization on the Website; in what games You play, how you interact with promotional materials and marketing offers. Some of the technologies that we use for this tracking are provided to us by third parties, who in turn are obliged to follow our Privacy Notice, and also apply their Privacy Policies.

19.2. In order to provide You with useful personalized, promotional, advertising materials, promotions, news, as well as notifications about the status of Your game account or important events, the Casino can use Your email address and phone number to send notifications via e-mail, SMS or calls, and also display advertising banners and notifications on the Casino Website or on third-party websites in the advertising network (remarketing).

19.3. We respect our right to confidentiality, so we provided a simple opportunity to refuse receiving marketing offers and notifications. Refuse to receive or learn the details easily - you can contact our customer service at any time: via chat, by mail [email](#) and also customize Your preferences in Your personal account on the Casino's Website, and in each email unsubscribe from emails. We draw Your attention that with full or partial refusal to receive marketing offers from us, You will not be able to receive up-to-date and useful information regarding our offers and promotions.

## 20. USING "COOKIE" FILES

20.1. The Casino uses "cookie" files to ensure the functionality of the Casino Website. A "cookie" file is a small text file that is saved on Your computer when You visit the Casino Website and allows the Casino to recognize You when You visit the Casino site again. For more information on deleting or controlling cookies, visit [www.aboutcookies.org](http://www.aboutcookies.org). Please be informed that deleting our cookies or taking measures to prohibit their saving on Your computer further may result unavailability to access certain sections or functions of the Casino Website.

## 21. CLAIMS AND NOTIFICATIONS

21.1. If you wish to complain regarding the operation of the Casino Website, first it is necessary in a reasonably short time, contact the customer service [email](#) about the claim, detailing the nature of the complaint.

21.2. In the event of any dispute, the Player agrees that the recordings on the servers will serve as the final evidence in determining the outcome of any proceedings upon the facts of the Player's claim.

21.3. The Player is notified and accepts that the result of the games is determined by the random number generators of the game providers, randomly generating events, and the Player accepts the results of all games. If any discrepancies between the game results on the Player's computer and the results on the Casino server are found, the results on the Casino server are considered reliable and cannot be refuted. If there are discrepancies between the displayed Player's account information on the Player's screen and the Player's account information on the server, in this case the balance displayed on the Casino server is considered a balance on the Player's account.

## 22. ASSIGNMENT

22.1. The Casino retains the right, either totally or partially, to assign or otherwise transfer its rights and obligations under these Terms and Conditions to any person or organization (without the Player's agreement), provided that for the Player all conditions remain unchanged or will be changed for the better. The Player may not assign or otherwise transfer in any manner his rights or obligations under these Terms and Conditions.

## **23. THE CIRCUMSTANCES OF INSUPERABLE FORCE**

23.1. The Casino is not responsible in the event of non-fulfilment or delay in the performance of any of its obligations, which are caused by insuperable force circumstances. Insuperable force circumstances include natural disasters, wars, civil unrest, interruptions in public communication networks or services, industrial disruptions or DDOS attacks and similar Internet attacks that may have adverse consequences ("Force Majeure").

23.2. For the period of force-majeure circumstances, the activity of the Casino is considered to be hold, and the fulfilment of obligations is postponed. The Casino undertakes to use all possible resources to eliminate Force Majeure and fulfil its obligations.

## **24. WAIVER**

24.1. If the Casino fails in ensuring the strict fulfilment of any of the obligations, this is by no means a refusal to fulfil its obligations and does not relieve the Player from compliance with his obligations.

24.2. The refusal of the Casino to fulfil any of the obligations is not legally valid unless it is properly executed and transferred to the Player in writing.

## **25. SEPARABILITY OF THE AGREEMENT**

25.1. If any provision of these Terms and Conditions becomes invalid, illegal or at any degree lost its legal efficacy, such provision shall be separated from the remaining provisions of these Terms and Conditions and the remaining provisions shall remain in full force and effect. In such cases, the part that is considered invalid varies according to the applicable law.

## **26. GOVERNING LAW AND JURISDICTION**

26.1. These Terms and Conditions are governed by the laws of Curaçao.

26.2. Any disputes that may arise on the basis of these Terms and Conditions are to be considered in the courts of Curaçao. The Casino cannot be held responsible for the legislation of other countries.

## **27. REFERENCES**

27.1. The Casino site may contain links to any other sites that are not mentioned in the Terms and Conditions, do not belong to or are beyond the control of the Casino. The Casino is not responsible for the content of any third-party sites, actions or omissions of their owners. Hyperlinks to other sites are provided for information purposes only. The Player shall use any such links only under his own responsibility.

## **28. RESPONSIBLE GAMING**

28.1. The games offered on the Website are entertainment. The player must understand that gambling shall never be viewed as a source of income or debts recovery.

28.2. The Casino recommends to keep track of the time and the amount of money spent at an online casino daily, as well as to study our [Responsible Gaming Policy](#).