

General Conditions for  
Arrangement of Participation in Events  
of State Lotteries  
(GTC -- General)

### 1. Preamble

1.1. The Prudential investments Limited - hereinafter referred to as "Lottery24" - arranges the participation in events of state lottery companies for the lottery participants. On the basis of this arrangement by Lottery24, the lottery participants can take part in the events of state lottery companies. Lottery24 always acts towards the state lottery companies in the name, on account and on behalf of the lottery participant.

1.2. Thus on the one hand an agreement to arrange comes into being between the lottery participant and Lottery24, on the other hand a playing agreement comes into being between the lottery participant and the respective state lottery company.

1.3. Only the objective general conditions for the arrangement of the participation in events of state lotteries are applicable to the contract relationship between the lottery participant and Lottery24; for the playing agreements concluded between the lottery participant and the respective state lottery company by the arrangement of Lottery24, the general terms and conditions of the respective state lottery company are applicable.

1.4. In case a lottery participant wants to establish a lottery players association through Lottery24, the special business conditions of Lottery24 for lottery players associations are applicable.

### 2. Agency by Lottery24

2.1. The lottery participant authorises Lottery24 to submit the lottery tickets transmitted by him through the Internet to Lottery24 to the respective state lottery company, at which the lottery participant wants to play. The lottery participant further authorises Lottery24 expressly to collect the possible winnings linked to these lottery tickets from the respective state lottery. Lottery24 is authorised to make use of a trustee.

2.2. The general conditions for the arrangement of participation in events of state lotteries, in the version in effect at the time that the tip is submitted, become part of the agreement. The participant first accepts them as binding with his registration and thereafter for the submission of each tip, no later than with the submission of his lottery ticket. These conditions can be viewed at the Lottery24 Web site and printed out. This also applies to any changes of and additions to the general terms and conditions, as well as for special terms and conditions and other notices.

2.3. Persons less than 18 years of age are excluded from the arrangement of participation in events of state lotteries, unless other legal regulations prevail in the country of origin of these lottery participants in this regard. In this case these legal regulations of the country of origin of the lottery participant are applicable.

2.4. The general terms and conditions of the respective state lottery company with regard to the age of the lottery participant apply to the contents of the playing agreement to be concluded with the respective state lottery company.

2.5. Any lottery participant can be excluded by Lottery24 from the arrangement of participation in events of state lotteries without giving any reasons. Lottery24 will effect such an exclusion, especially if the fixed limit of the virtual customer account is exceeded, if the cover of the virtual customer account isn't given, if a credit rating has turned out to be negative or if the player has registered himself more than once.

2.6. Lottery24 is entitled to change the pool limit any time - even individually for each lottery participant.

2.7. The lottery participant has to declare that his participation doesn't violate the laws of his country of origin and he is therefore entitled to participate.

2.8 After a period of 6 months, as of the respective drawing, Lottery24 is entitled to destroy the original ticket receipts.

### 3. Registration and Placing of Orders

3.1. Before placing the first order, the lottery participant must register himself by electronic means in accordance with the established procedures, furnishing the data required to process the order. Thereby he receives his personal customer number ("ID"). At the time of registration a virtual customer account is opened for the lottery participant. While registering himself the lottery participant chooses a valid e-mail address as well as any password as access parameters for logging in. This password can be changed later by the lottery participant whenever he wishes. A multiple registration by a lottery participant is not permitted. Lottery24 reserves the right to deny registration to anyone without giving any reasons.

3.2. The duration of the lottery participation is fixed by the lottery participant in the context of the specifications of the respective draw.

3.3. Stakes and fees are collected in advance at the start of the corresponding term for all selected draws during the desired term.

3.4. For the acceptance of the lottery ticket, Lottery24 will pass on the ticket to the according national lottery. A pre-requisite to do so is that the virtual account of the customer has sufficient funds to cover the ticket price and its fees.

Each ticket will depending on its progress have a status. In "My Numbers" the status of each ticket can be found.

A list of possible status

Status A: The ticket has been paid.

Status B: The ticket will be or has been forwarded within the Euro area.

Status C: The ticket will be or has been forwarded to the UK national lottery.

Status D: The ticket has been forwarded to the relevant national lottery and will be taking place.

Status E: The ticket has participated.

The change of status occurs shortly after action has taken place.

The order is accepted when Lottery24 sets the status on its website to Status B or C. The customer waives any further acceptance statements from Lottery24.

3.5 Lottery24 offers its customers the possibility to cancel subscriptions before the next billing period manually through "My Numbers". Should the customer not want to use the mentioned facility and cancel by email, it will be cancelled manually by our staff and becomes effective from the date of the cancellation confirmation by our staff to the customer.

#### 4. Conclusion of the Playing Agreement

4.1. After an order is placed, Lottery24, as representative of the lottery participant, forwards the lottery ticket to the respective lottery association. If the state lottery company accepts the offer of conclusion of the playing agreement submitted by Lottery24 in the name, on account and on behalf of the lottery participant, it declares this vis-à-vis Lottery24 which is authorised by the lottery participant to accept such declarations.

4.2. After conclusion of the playing agreement the lottery participant can view his participation confirmation online and/or receive a confirmation by e-mail. If the state lottery company has accepted the playing agreement, the status of the corresponding numbers are set by Lottery24 to "ticket participating in lottery". Only if the Status "Ticket takes part" is shown at the time of the draw, the user is entitled to winnings.

4.3. Should the state lottery company reject the offer transmitted by Lottery24 in the name, on account and on behalf of the lottery participant, Lottery24 will notify the lottery participant. In this case no playing agreement has come into existence and the stake and the processing fees are reimbursed to the lottery participant.

If, due to an error by Lottery24, the offer transmitted by the lottery participant is not passed on or not passed on correctly or not completely by Lottery24 to the state lottery company, Lottery24 is liable only in case of gross negligence. In such a case Lottery24 reimburses the stake paid by the lottery participant. Furthermore, in such a case, if it turns out that on correct transmission of the offer of the lottery participant to the state lottery the lottery participant would have won, half of the lost winnings, but not more than Euro 5,000, will be paid out to the lottery participant.

4.4. Lottery24 does not accept liability of any kind in case of non-acceptance of the offer of the lottery participant by the respective state lottery company. Furthermore Lottery24 does not accept liability of any kind for mistakes in the area of the respective state lottery company.

4.5. After conclusion of a playing agreement the lottery participant can view the order placed as well as the numbers put in for him on the web page of Lottery24.

4.6 All offered products, that are state lotteries, will be forwarded to a licensed agent or directly to the organizer of the lottery.

4.7 Winnings from lotteries that do not directly pay out in euro, will be converted when deposited on the customer's virtual customer account or transferred at the current date's daily rate. The deposit onto the virtual account will in these cases be on the value date.

#### 5. Final Acceptance

5.1. Lottery24 fixes its own final acceptance time for the arrangement of the participation in events of state lotteries, independent of the final acceptance times of the state lotteries for the respective events. Offers of the lottery participant reaching after this deadline are valid for the next draw.

#### 6. Prices

6.1. Only the prices quoted in the product details at the time of the submission of the tips are valid.

#### 7. Payment Transactions

7.1. Lottery24 sets up a virtual customer account for each lottery participant, which must cover the amount of the stake and fees incurred prior to forwarding the lottery ticket to the respective state lottery company. In case of insufficient balance in the virtual customer account, Lottery24 will transmit the lottery tickets to the state lottery company in accordance with the available coverage in chronological order of their submission to Lottery24.

7.2. Lottery tickets of the lottery participant, which are not or only partially covered at the time of submission are not transmitted. The corresponding order from the lottery participant is not accepted and it lapses, even if cover is available at a later time.

7.3. Payments into the virtual customer account for submission of lottery tickets can be made either by credit card or by bank transfer.

#### 8. Payment by Credit Card

8.1. Amounts which are paid by the lottery participant by credit card are credited to the virtual customer account. Deposits once made by credit card into the virtual customer account must be used for stake money and may not be transferred to another account or used for other purposes.

#### 9. Payment by Bank Transfer

9.1. Bank transfers are only posted after the funds reach Lottery24's collective account and are then credited to the virtual customer account for the placement of stakes. In case of bank transfers only the customer identification number should be given in the field "purpose of payment". The bank details can be viewed under the menu item "Payment methods".

9.2. Each lottery participant is entitled to have only one virtual customer account set up.

9.3. All deposits and payments as well as the accounting of the shopping basket are carried out via the virtual customer account of the lottery participant.

9.4. The lottery participant is entitled to receive a payout of the balance or part thereof in the virtual customer account at any time, subject to the aforementioned restrictions. The lottery participant receives the payout by bank transfer to a euro bank account designated by him, which correspondingly discharges the debt of Lottery24. There is no obligation for Lottery24 to verify the bona fides of the account holder. For simple deposits and withdrawals without reference to a concrete lottery participation, a 5% handling charge applies.

9.4.1. The game participant is entitled to have the credit balance or part of the credit balance in his virtual customer account paid out at any time, subject to the restrictions specified above. Amounts under Euro 5.00 are not paid out due to the disproportionately high costs involved. The game participant receives the payout amount via a bank transfer to a Euro bank account specified by him, which fully discharges the debt of Lottery 24. Lottery 24 is not obligated to verify the account holder's entitlement.

9.4.2. The cost of purchases shall be covered firstly by payments of any kind made up to that point and secondly by any winnings. Payments cannot be reclaimed; the game participant may only request the payout of winnings.

9.4.3. Payments and / or credit card payments are generally not redeemed in cash. Should a payment have been made in error, please proceed as follows:

For credit card payments using VISA, a copy of the front of the VISA card used and a certified copy of the cardholder's ID must be submitted to Lottery 24; the game participant must personally contact Lottery 24 customer service.

In case of credit card payments with MasterCard or Diner's Club, Lottery 24 will refund the desired amount to the original card in the form of a credit. The credit will be processed immediately upon request provided there is a credible explanation that an error has been made.

In case of PayPal payments, Lottery 24 will refund the desired amount to the same PayPal account in the form of a credit. The credit will be processed immediately upon request provided there is a credible explanation that an error has been made.

If erroneous payments are made to the virtual customer account by bank transfer, any possible payouts shall be transferred to the same bank account only.

9.4.4. With regard to all instances at 9.4.3 above, unless otherwise agreed, where repayment is approved a flat rate 5% handling fee shall be charged and the payment made 31 days later. It is further agreed that the sum in question must be in excess of Euro25.00 in view of the otherwise disproportionate costs previously mentioned.

9.5. For security reasons, amounts over EUR 1,000 are only paid out upon receipt of a copy of the participant's identification card (front and back) and of the bank and account details in writing. In these cases, the name of the person and the date of birth must match the registered information.

9.6. Lottery24 bears the proportionate cost of an EU standard bank transfer (payments up to a maximum amount of euro 50,000 within the EU from an EUR-account to another EUR-account, specification of the IBAN and the BIC code of the receiver bank, division of charges between transferor and beneficiary), as well as the costs of corresponding inland transfers. In case of payments of large winnings, i.e. winnings above Euro 50,000, Lottery24 will charge and deduct payment transaction costs at a flat rate of 0.3%.

9.7. All other bank charges which may arise and special costs of the payment transactions caused additionally by the lottery participant will be debited to the lottery participant.

9.8. Lottery24 reserves the right to check the validity of the given user data and the creditworthiness of the customers.

9.9. The virtual customer account is closed when a period of one year has elapsed since the last log-in. At least a month before the account is closed, the lottery participant is notified by three e-mails about this process. Should the account have a balance, Lottery24 pays out the amount immediately on closing the account, provided that details of a valid bank account are known to Lottery24. If no valid account information is known to Lottery24, any balance in the virtual customer account is collected by Lottery24 on closure of the account and kept in a collective account for one year. If Lottery24 receives no bank account details during this year, the credit balance is forfeited in favour of Lottery24.

9.10. All winnings are credited directly to the lottery participant's virtual customer account. Upon the participant's request, a

credit balance can remain for future lottery stakes.

9.11. Winnings can be disbursed to the lottery participant only after payment on the part of the respective lottery company to Lottery24. In case of payment of winnings above EUR 1,000, Lottery24 charges a trustee fee of 2% of the winnings. For payment of winnings above EUR 1,000 Lottery24 requires a notarised copy of the passport as well as a signed authorisation for the trustee service from the winner.

#### 10. Obligations of the Lottery Participant

10.1. The password for the access-protected area of the Lottery24's Internet offer is to be kept strictly confidential by the lottery participant and changed at regular intervals (at least every 4 weeks). If the lottery participant breaches these duties of care and an unauthorised person gains access to the account because of knowledge of the required password, the consequences are to be borne by the lottery participant.

#### 11. Liability Regulations, Scope and Exclusion of the Liability

11.1. Lottery24 is liable for the actions of its legal representatives and its vicarious agents only in the event of premeditated action or gross negligence on their part.

11.2. The Liability is limited to direct damages. Lottery24 is not liable for indirect and/or consequential damages arising from the event causing the damage.

#### 12. Data Protection

12.1. Every lottery participant agrees to the storage of his personal data. He can view this information at any time. With regard to the lottery participant's personal data, Lottery24 complies with legal data protection regulations on the basis of the standard of the European Union. The data are treated with strict confidentiality. Only data which is required for the purpose of payment transactions is transferred to financial institutions. The lottery participant agrees that his personal data may be used within the Lottery24 group.

12.2. Lottery24 implements necessary technical measures, which are reasonable, to prevent unauthorised third parties from gaining access to the lottery participant's data. In particular, communication between the lottery participant and the company is encrypted for the log-on and throughout the data exchange until log-off.

#### 13. Applicable Law

13.1. The national law at the place of business of the agent shall apply to this contract and the disputes resulting from it. The court of jurisdiction at the place of business of the agent is the responsible court.

#### 14. Language

14.1. These general conditions for the arrangement of the participation in events of state lotteries have been written originally in English and translated into other languages from the original. In case of doubt only the English version is exclusively valid and the translations have only an auxiliary function.

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