# Version: v1.0

**Date: XX/XX/2017** 

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# **Super7Plus Terms & Conditions**

Please read our Terms & Conditions below carefully before using the Website. By using or registering an account on the Website, you (the "User") accept and agree to abide by these terms and conditions and the documents referred to therein. If you do not accept these terms and conditions, you should not use the Website or the Services.

# 1. Purpose

Super7Plus Limited ("s7p") operates the website at <a href="www.super7plus.com">www.super7plus.com</a> ("the Website"). S7p' Services are the provision of pool-based betting via the Website on real time data supplied by SportsRadar and/or other third parties as the company may elect.

This page (together with the documents expressly referred to in it) sets out the legal Terms and Conditions (the "Terms and Conditions") on which we operate the Website and provide the Services.

We try to set out our Terms and Conditions, Policies and Game Rules in a simple and transparent way. If you have any questions or issues relating to our Terms, Conditions, Policies or Game Rules, or the way they are presented, please don't hesitate to contact us: <a href="mailto:support@super7plus.com">support@super7plus.com</a>

The purpose of these Terms and Conditions is:

- to set out the basis on which s7p will allow the User access to the Website (<u>www.super7plus.com</u>) and the Services;
- to inform the User about the protections that we provide to ensure that our Game is fair and transparent;
- to establish the parameters governing Game entries and settlement of Prize funds.

We may amend our Terms and Conditions from time to time (please see paragraph 14.1 below) so you should ensure that you have read and understood the Terms and Conditions which apply at the relevant time. Each time you use the Website, the Terms and Conditions which are in force at that time will apply to the contract between you and us. You should also print a copy of these Terms and Conditions, or save them to your computer, for future reference. If our Terms and Conditions are updated, those published at the time of the Start Time of a Game will applicable to that Game.

These Terms and Conditions were updated on 25/2/2017.

#### 2. General terms

In these Terms and Conditions "we", "us", "our", "s7p" and "super7plus" refer to super7plus, the trading name of super7plus Limited (company number: C 79691) which is licensed by the Malta Gaming Authority under licence number MGA/CL3/1395/2017.

Our registered office is 48 Stella Maris Street, Sliema SLM 1765, Malta. Our trading address is 'Pines Lodge' Abbe de Vertot Street, St.Julian's STJ 1620 Malta or at any other place in Malta as may be determined from time to time by the board of directors.

In these Terms and Conditions "you", "your", and "the User" refer to you, as a registered user of s7p.

To access the Website and Services and register a User Account, you must agree to be bound by these Terms and Conditions and give the User Warranties set out in paragraph 3.2. By clicking "Register" you confirm that you have read and understood these Terms and Conditions (including the documents expressly referred to them) and you agree to be legally bound by them in relation to your use of the Website and your receipt of the Services. If you do not accept these Terms and Conditions, you should not use the Website. It is the player's responsibility to ensure that the gaming offered by the Company is legal.

If you breach any of these Terms & Conditions, your User Account may be investigated (see paragraph 3.6) and this may result in Prizes you have won being forfeited and/or your User Account being suspended and/or closed (see paragraph 3.7).

Whilst the website can be featured in different languages to cater for the various countries from which players may participate in the game as provided by S7+, the final prevailing language shall be English (UK). In the unfortunate event that the prevailing Terms & Conditions are not available in English, a faithful translation in English of the prevailing version shall apply.

Any updates to the Terms & Conditions will be notified in advance to the players through the website and by participating in the Game the player is giving his absolute acceptance to the updates made in the Terms & Conditions.

#### 3. User accounts

### 3.1 Registration

When you initially register your account with s7p, you are required to provide certain personal data, including:

- full name
- home address
- date of birth

- email address
- contact phone number.

Law requires us to collect and verify this information and we do our utmost to keep all personal data secure. See chapter 4.1 (Privacy Policy).

Each User must register personally, and may create only one User Account which is non-transferrable and you should ensure that access to your account is protected by keeping your password secret always. The personal information you provide to us on registering will be verified to ensure that you do not already have an existing User Account with s7p. A User Account may only be used by the individual who created it and not by anyone else. We reserve the right to close your User Account if we have reason to believe that it or your User Account details is or are being used by anyone other than you and/or you have not kept your password confidential. You will compensate us for all and any losses, damages, costs, and expenses we may suffer because of any failure by you to keep your Username and password strictly confidential.

When you successfully register a User Account, s7p grants you a revocable, royalty-free and non-exclusive licence to access and use the Website and the Services subject to the following conditions:

- you agree to abide by the Terms and Conditions and give the Warranties set out in 3.2 below;
- you acknowledge that in no event will we, or any of our suppliers, accept any liability
  however arising for any losses you may incur because of accessing the Website and/or using
  the Services;
- you acknowledge that s7p will hold certain personal data with respect to your identity, including but not limited to your name, address, date of birth and payment details. You agree that we rely on this information in entering our agreement with you and you agree to hold us harmless against any falsehood or inaccuracy contained in the information you provide us. See paragraph 9 (Privacy Policy);
- you will not disguise, or interfere in any way with, the IP Address of the device you are using
  to access the Website or otherwise take steps to prevent us from correctly identifying the
  actual IP Address of the device you are using whilst accessing the Website;
- you are not using robots or similar devices while interacting with the Website;
- your use of the Website and our provision of the Services to you confer no rights whatsoever to the content and related intellectual property rights published on it; see paragraph 13 (Intellectual Property).

Currently our Services are available only in several countries and User Accounts must have an identifiable address in one of these countries to play on the Website. If you reside in a country where online pool betting is not a legal activity, you are not permitted to register an account or to play on the Website.

We will restrict access to the Website and the Services from IP Addresses located in jurisdictions where we believe it may not be legal for us to provide the Services, including the USA, China, Turkey and Singapore as well as any countries restricted by international sanctions. If you believe that we are blocking you from using the Website in a legal jurisdiction, please contact us: <a href="mailto:support@super7plus.com">support@super7plus.com</a>

If you would like to register a User Account with s7p but live in a jurisdiction where you believe that it is legal for us to provide you our Services then please contact us <a href="mailto:support@super7plus.com">support@super7plus.com</a>.

#### 3.2 User Warranties

When you initially register a User Account, you are required to check and confirm your personal details, to confirm acceptance of these Terms and Conditions. In return for us agreeing to accept your application to register a User Account, you represent and warrant s7p as follows:

- that you are 18 years of age or over, of sound mind and capable of taking responsibility for your own actions and that you can enter a legally binding agreement with us;
- that the personal data submitted in your application to register a User Account is true, correct, accurate and not misleading and you will keep it up to date always;
- that you have not been convicted of any financial crime such as Money Laundering or Fraud;
- that you have not been declared Bankrupt, have not entered any formal Voluntary Arrangement(s) with creditors;
- that you are not in a period of self-exclusion (see our Responsible Gambling Policy) from any other gambling company.
- that you will always whilst holding a User Account comply with all applicable legislation in the jurisdiction in which you are located;
- that you will not at any time while holding a User Account seek to manipulate or in any way affect the result of any bet.

If we believe that you have breached one or more of these User Warranties, your User Account may be investigated (see paragraph 3.7) and this may result in Prizes you have won being forfeited and/or your User Account being suspended and/or closed (see paragraph 3.6).

## 3.3 Age and identity verification

It is an offence in most countries for any person under the age of 18 to gamble. We will verify that you are 18 years old or over, that you are resident in the country in which you say you are a resident and/or that your identity matches the identity of the sources of deposits in your User Account. If this is not the case, we will require further information from you to allow you to access the Website and will ask you for this by email.

By agreeing to these Terms & Conditions, you authorise us to carry out these data checks.

You will not be able to make withdrawals over €2,330 (cumulative over the live span of your Account) from your User Account until age and identity verification have been successfully completed.

Users who provide inaccurate or false information regarding their age or their identity will forfeit any Prizes won and will have their User Account closed. We also reserve the right to notify the relevant authorities which may result in civil proceedings or criminal prosecution.

# 3.4 User responsibility and conduct

From the time that you register your User Account up until it is closed (for whatever reason), you agree to adhere to all the Terms and Conditions set out herein and act in good faith in all your dealings with s7p.

You agree that you will ensure that User Account details (including username, password, and security information) are kept private and secure; you agree not to disclose them to any third party. At the end of each session on the Website, you should log out of your account. If you suspect that someone may be misusing or attempting to misuse your User Account details, you should contact us immediately: <a href="mailto:support@super7plus.de">support@super7plus.de</a>.

You understand that you may lose money on bets placed on the Website and accept that you are fully responsible for any such loss. You accept that under no circumstances will any amounts lost by you because of any bet be recoverable by or from us and we have no liability whatsoever in connection with any such loss.

You agree that you will not use the Website and/or the Services in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity, or cause distress, harm, or inconvenience to any other person.

You will not select an offensive Username, make offensive comments, use offensive or pornographic material, or make potentially defamatory or inflammatory remarks in connection with the chat or other social functions or any other part of the Website including within your own User Account information. We will not be liable to you for any loss that you may incur because of misuse of your password and we accept no liability resulting from the unauthorised use, whether fraudulent or otherwise of any User Account.

Information accessed by you on our Website, including but not being limited to results, statistics, sporting data, and fixture lists are for your personal use only and the distribution or commercial exploitation of such information is strictly prohibited.

# 3.4.1 Responsible Gaming

You may at your discretion choose to exclude yourself from playing any Games on our Website. In order to block your access to the Games, you need to send an email to customer service at the address provided on the Websites, indicating that you want to exclude yourself for Responsible Gaming reasons.

When setting up your Player Account you may also choose to set a limit on the amount you may wager within a specified period of time. You may change or revoke the limit or exclusion

by written notice or electronic notice given to s7p. A notice increasing or revoking a limit or decreasing the exclusion has effect only after seven days after s7p has received the notice. If funds are not withdrawn before the setting up of an exclusion period, you are advised to contact customer care to recover your funds.

**Setting up Limits:** Login to your account and click on "Responsible Gaming" where you can set-up limits of play in respect of maximum deposits or cool off periods. Please contact the support should you have any questions.

#### 3.5 Breach of these Terms and Conditions

You agree to indemnify and hold us and our associated companies, affiliates, officers, directors, agents, and employees harmless from any liabilities, claims, losses or demands made by any third party arising out of your breach of these terms and conditions or a breach by you of any law or the rights of any third party.

In the event of such breach, your User Account may be suspended, investigated and Prizes you have won may be withheld and s7p may retain any positive balance then in your User Account pending the conclusions of such investigation and/or related legal proceedings.

## 3.6 Investigations

If s7p suspends your User Account and/or voids any of your bets/entries, we will investigate the circumstances leading to this action as quickly as we can and will inform you promptly of the conclusion and the proposed remedy or action to be taken by s7p. In any such investigation, s7p will rely on the Game Rules, data provided to us by our Data Provider and our transaction log database (and any other relevant information) as evidence to support our conclusions and actions.

If you are unhappy about the conclusions of any such investigations or any actions we take as a result, please use our Complaints and Disputes procedures set out in paragraph 12 below.

If you have funds deposited in a suspended, closed, suspended or excluded account, please contact our Helpdesk: <a href="mailto:support@super7plus.com">support@super7plus.com</a>. However, we reserve the right to withhold the funds in your User Account pending the conclusion of any relevant investigation (including any relevant external investigation).

We also reserve the right to supply Users' details and the outcome of such investigations to any relevant authority to assist with an investigation by other parties as required by law.

# 3.7 Suspending and/or Closing accounts

We may restrict your access to s7p, suspend or close your User Account and/or void any bets/entries you may have outstanding, at our absolute discretion if:

- we suspect that you are under 18 (or have been under 18 whilst having an active User Account with s7p);
- we suspect that any of your Personal Data is inaccurate;
- we are unable to verify your Personal Data;
- we have a reason to believe you have registered and/or are using more than one account or are colluding with other(s) to gain an advantage in the Games;
- we suspect that you are engaging in any illegal and/or fraudulent activity;
- we suspect that you have (or may have) breached any provision of these Terms and Conditions;
- we suspect that you may be having difficulties obtaining credit or you are a problem gambler.
- otherwise acted in breach of any law, statute, regulation, or code of conduct or done anything which may put our licence granted by the MGA at risk;
- we suspect you are acting in a manner that is detrimental to the conduct of our business or which may result in legal liability for you, us or a third party.

If s7p suspends your User Account for any of the above reasons, we will immediately notify you by email using the address you have registered with us. We will then investigate the circumstances and inform you of our conclusions and proposed remedies or actions.

Subject to paragraph 3.6 (Investigations) below, we are entitled to close your User Account and terminate these Terms and Conditions by giving you notice to your registered email address and, following such notice, you will no longer be able to access the Website or the Services other than to withdraw any outstanding balance in your User Account.

Such termination shall be effective from the date on which notice to close your User Account is sent by us but will not affect any outstanding bets provided they are valid and not in breach of these Terms and Conditions. Bets made in breach of these Terms and Conditions will be void. In cases of suspected fraud or money laundering, a User may not be entitled to withdraw funds from a User Account.

Subject to paragraph 3.6 (Investigations) above, you are entitled at any time to close your User Account. If you would like to do so, please contact us: support@super7plus.com.

## 3.8 Matters beyond our control

Without prejudice to our obligations under the laws and regulations of the jurisdictions where we are licensed, we will not accept liability for loss or damage that a User may suffer as a result of a matter beyond our control including (but not limited to):

- act of God;
- power cut;
- trade or labour dispute and/or strike lock-out or other industrial action by third parties;
- war or terrorist activity,
- riot and/or civil commotion,
- invasion, terrorist attack or threat of terrorist attack,
- war (whether declared or not) or threat of or preparation for war,
- malicious damage,
- fire and/or explosion,
- flood or storm,
- earthquake, subsidence, epidemic or other natural disaster,
- nuclear accident,
- act, failure or omission of any government or authority;
- obstruction or failure of public or private telecommunication services and/or the internet;
- any other delay or failure caused by a third party or otherwise outside of our control.

If an event beyond our control occurs, we reserve the right to suspend or cancel the Services without incurring any liability. In the event of cancellation or suspension of the Services we will make every effort to inform you as soon as is reasonably practicable.

s7p will not accept liability for the failure of equipment or software howsoever caused, wherever located or administered, whether under our direct control or not, that may prevent the provision of the Services or prevent Users from being able to contact us remotely.

We will not be liable for failure to perform by a third party to these Terms & Conditions.

## 3.9 Lost/Forgotten Username/Password

If you lose or forget your username or password, please follow the password recovery instructions on the Website.

If at any time, you are unable to log into your account, please contact us to request assistance: support@super7plus.com.

# 4. Privacy, Personal Data and Security

## 4.1. Privacy Policy

Users agree to adhere to our Privacy Policy

# 4.2. Security

We have established security measures to protect your Personal Data from access by unauthorised persons and to prevent unlawful processing, accidental loss, damage and/or destruction. All data on our secure servers is encrypted using Secure Sockets Layer ("SSL") technology and all payments are arranged by our PCI-DSS compliant Payment Agent.

But the most important security measure is to ensure that no-one else can access your account by keeping your password strictly confidential always. If you have forgotten your password, please follow the instructions on the Website and you will be issued with a new temporary password via email.

Your Personal Data includes any information which identifies you and is be encrypted always whilst in transit through the internet. SSL is a special protocol that automatically encrypts any data sent by you using our secure pages. If your browser is suitably configured, you will receive a warning message when you first access any secure page on the Website. This is simply information to advise you that the Website is protecting your Personal Data.

Sadly, the transmission of data through the internet is not completely secure. s7p will do our best to protect your Personal Data but we cannot guarantee the security of any data that you disclose online. You accept the inherent security implications of using the internet to communicate Personal Data and will not hold us responsible for any breach of security (unless we have been negligent). For your own protection, we encourage you not to include any commercially sensitive data (such as passwords or credit/debit card numbers) in any emails you may send to us.

Our Website may, from time to time, contains links to and from the websites of our partner networks, advertisers, and affiliates. If you follow a link to any of these websites, please note that these websites may have their own security arrangements, privacy policies and terms of use and we do not accept any responsibility or liability for these policies. Please check these before you submit any data to them.

You hereby acknowledge and accept that it is necessary for us to collect and otherwise use your personal data in order to allow you access and use of the Websites and in order to allow you to participate in Games.

We hereby acknowledge that in collecting your personal details as stated in the previous provision, we are bound by the Data Protection Act, Chapter 440 of the Laws of Malta. We will protect your personal information and respect your privacy in accordance with best business practices and applicable laws.

We will use your personal data to allow you to participate in the Games and to carry out operations relevant to your participation in the Games. We may also use your personal data to inform you of changes, new services and promotions that we think you may find interesting. If you do not wish to receive such direct marketing data, you may opt out of such service.

Your personal data will not be disclosed to third parties, unless such disclosure is necessary for the processing of your requests in relation to your participation in the Games or unless it is required by law. As s7p's business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the Website, personal data may be disclosed to them. Employees of s7p, in particular, Customer support, the payment team and other employees shall also have access to your personal data for the purpose of executing their duties and providing you with assistance and the Service. You hereby consent to such disclosures.

We shall keep all information provided as personal data. You have the right to access personal data held by us about you. No data shall be destroyed unless required by law, or unless the information held is no longer required to be kept for the purpose of the relationship.

In order to provide you with an efficient service, we and/or our service providers may transfer your personal data from one country to another in the EU and EFTA regions.

In the processing of your betting account and associated transactions, we may have recourse to contact credit rating agencies, fraud detection agencies, and anti-money laundering agencies. These agencies may keep a record of your information. You hereby consent to such disclosures. We may also disclose information, if the request comes specifically from a recognised Authority such as the FIAU.

In order to make your visit to the Websites more user-friendly, to keep track of visits to the Websites and to improve the service, we collect a small piece of information sent from your browser, called a cookie. You can, if you wish, turn off the collection of cookies (please refer to your browser instructions as to how to do this). You must note, however, that turning off cookies may restrict your use of the Websites.

In case of any suspicious activity identified which might relate to potential moneylaundering or match-fixing involvement, we will report you to the relevant authorities.

# 5. Operation of the Website and the Services

#### 5.1. The Website and the Services

S7p allows Users to access the Games as provided and managed by s7p. Access to the Website is subject to these Terms & Conditions and the Games are governed by the Game Rules. Please read both carefully before entering any Games and Contact Us if you have any questions: <a href="mailto:support@super7plus.com">support@super7plus.com</a>.

S7p provides its Services exclusively through the Website.

## 5.2. The general Rules of the Main Game

The Game is requiring Users to make predictions relating to an underlying event;

The rules governing the gameplay for each Game are set out in detail in the Game Rules.

These rules cover all the general aspects of how to enter a Game as well as specific rules, where applicable.

The only way to enter a Game is online through a User Account. S7p do not accept cash or telephone bets.

A Game is available for entering before and up to the Start Time which is set out in the Game details. If an event begins early, or s7p put up an erroneous Start Time, entries made after the actual start time (for whatever reason) may be void if it is deemed to have allowed a User an unfair advantage.

At the Game Ending Time for each Game (or soon after), the Game will be closed and the Net Prize fund (the Prize fund after the deduction of the Administration Fee) will be distributed to the winning entries. The process for settling the Game and distributing the Prize funds is described in paragraph 5.5 (Game Settlement and Pay-out Structure).

We will determine which Games are published on the Website, when the Games are open for entering and when they close at our absolute discretion.

#### 5.3. Main Game Size

The number of users that can enter to participate in each game is unlimited. Users can enter unlimited games more than once but only by making a new set of selections. Users cannot enter the same Game twice with the same selections.

#### 5.4. Main Game Rules

The user predicts the final score (the score is considered final after the match's regular time) of a Football Game out of the available leagues in the online offer of s7p using the User account. A list of the available leagues can be found here.

Users must enter all their predictions before the Start Time which will be published on a weekly basis in the prediction centre on the s7p website. Normally this Start Time is every Friday at 5 pm CET. Predictions after the Start Time will not be considered and bets made after the Start Time will be refunded.

The user must predict the final scores of 7 out of 7 games correctly to win the main jackpot. Predictions made in fewer games than 7, or if the user predicts one or more incorrect scores will lower the percentage of participation in the main jackpot. A minimum of 3 correctly predicted scores is required to participate in the main jackpot. Users with less than 3 correctly predicted scores may participate in the "Lucky Loser Jackpot". The lower your bet, the lower the participation in any jackpot will be. The higher the bet, the higher the participation

The first five of seven Games can be selected freely by the user out of all available leagues.

The last two out of seven Games ("the Extra Games") can be chosen from a predetermined limited selection of Games. This selection will be made by s7p and it will change from Match day to match day.

To predict the final score of a Game, the User will select a Game and will predict a minimum of one final score after regular time of that particular Game. The user may make an unlimited amount of predictions per game.

Once the user has made the score predictions the user will fix the amount he is willing to risk per Game. The amount at risk is the bet. The minimum bet per game is 0.01 EUR, the maximum is 1000 EUR. The higher the bet, the higher the participation in the main jackpot. An exact forecast of the actual participation in the jackpot and of the possible maximum winning is displayed to the User in real time at the bottom of the prediction centre at any time before striking a bet.

Once the user has made the predictions and has fixed the amount of the bet the user will strike the bet. On striking a bet the user will participate in the Game. The funds for the bet will be transferred from the user account into the Game and the User will obtain a virtual betting ticket from the s7p website.

S7p will set a Game Ending Time in correspondence with the Start Time. Normally the Game Ending Time is Sundays at 8pm CET. The Game Ending Time will be published on a weekly basis on the s7p website. Once the Game Ending Time has been reached, the User accounts on the s7p website will be updated with the winning results, with the final scores of the Games provided by the Data Feed Provider. Winning tickets will be immediately paid out to the user accounts and into the user bonus accounts.

S7p reserve the right to decline any bet or Game entry without explanation.

#### 5.4.1. Game Stake

The net stake is the gross stake after the deduction of the administration fee of 33%. Therefore, the net stake is 67% of each bet. The net stake will be split in two parts again, one part of 50% of the gross stake and one part of 17% of the gross stake. The 50% part is called the Main Game Jackpot A/c. The remaining 17% will be allocated as following:

07% to the Players' Bonus A/c

05% to the Players' Coins A/c

05% to the Lucky Losers A/c

The Game Stake is used for participating in the Game as described in 5.4.

The Players' Bonus and the Players' Coins A/c will eventually be paid into the Players A/c in accordance with the rules of the participating and winning scenarios. The term and rules of the User Savings and Bonus Account can be found in chapter 13.

### 5.5. Game Settlement and Winning Chances of the Main Game

Games will be settled as soon as reasonably practicable following the Game Ending Time (or such other time as is defined in the Game Rules).

S7p rely on data provided to us by STATCORE and/or other third party data providers, to be used as the source data to determine Game results. If the data provider does not provide the relevant data to settle a Game, s7p reserve the right to settle the Game based on alternative publicly available information sources as it may, at its discretion, determine. If no alternative public information is available, the relevant Game or question may be void. See chapter 5.7 (Cancelled Events/Voiding Games).

If there is an investigation or dispute, data provided to us by a third-party provider, evidence that supports alternative public information and/or our transaction log will be provided as supporting evidence.

When a Game is settled the Net Prize fund is calculated (the total entry fees in the Game minus the Administration Fee) and paid out to the Users in the prize positions when all relevant results have been updated and finalised.

# Winning Ranks of the Main Game

<ol> <li>Rank (7 Correct Scores + 2 Extra Games)</li> </ol>	28%
2. Rank (7 Correct Scores)	9%
3. Rank (6 Correct Scores)	7%
4. Rank (5 Correct Scores)	10%
5. Rank (4 Correct Scores)	14%
6. Rank (3 Correct Scores)	24%
Booster Funds (to fill the Main Jackpot)	8%

# 5.6. Winning Chances

Occasion			Probability	Odd Key	Odd	
Correct Scores				$Q_{S}$	$Q_G$	
				28,00%	€ 33,8228,674.56	
1	7 + 2	1:	2,415,919,104.00	9,00%	€ 12,079,595.52	
1	7	1:	268,435,456.00	7,00%	€ 89,478.49	
105	6	1:	2,556,528.15	10,00%	€ 2,840.59	
4.725	5	1:	56,811.74	14,00%	€ 159.07	
118.125	4	1:	2,272.47	24,00%	€ 18.18	
1.771.875	3	1:	151.50	,		
15.946.875	2	1:	16.83			
79.734.375	1	1:	3.37			
170.859.375	0	1:	1.57			

# 5.7. Cancelled Events/Voided Games

The cancellation (or postponement to an unspecified date) of an event on which Games have been run will lead to automatic voiding of all the relevant Games and entry fees for such Games will be refunded in full. No Administration Fee will be charged on void Games.

If s7p is unable to satisfactorily validate the outcome of an Event (for example due to loss of data feeds), Games based on that event will be voided and bets will be refunded in full. S7p will make every effort to ensure that there will be information available to settle all outcomes but if s7p is unable, for whatever reason, to satisfactorily validate the outcome of a scoring element within a Game, we will void that scoring element.

We also reserve the right to void a Game (or Games) if we suspect that any of the following has occurred:

- the integrity of a Game has been called into question
- a Game is revealed to have been manipulated in any way
- match-rigging has taken place affecting the outcome of an Event.

If any Game is voided as a result of the above reasons, all bets will be refunded in full.

S7p will work with all official sporting bodies and authorities and the MGA to ensure that Events are fair and to uphold the utmost integrity in sport. A decision given by the relevant governing body of any sport will be considered conclusive evidence. In the event of any suspicion of match-fixing or results-rigging of any kind on any Event, we reserve the right to provide relevant data to any official sporting body or authorities and/or the MGA.

## 5.8. Errors

Although s7p will make every effort to ensure complete accuracy of results, calculation of scores in Games and pay-outs of prize funds, we will not be held responsible for errors in the information on the Website which we do not directly control including, without limitation, results or event Start Times or End Dates.

If a result used to settle an event is changed after the settlement of a Game for any reason (other than an error by us) such as disqualifications or the suspicion of criminal or fraudulent activity, the results of the Game will stand.

In some circumstances, s7p may refund bets where a player has lost out as a result of a change in results after settlement. Such refunds will depend on the event, the reason for the change and the length of time between the end of the event and the result being amended.

If a Prize has been awarded to a User in error, s7p shall be entitled to make an appropriate adjustment to that User's account balance to correct such error(s). If a User has insufficient

funds to make this adjustment, the User agrees to make the necessary funds available to correct the error as soon as is practically possible.

If you become aware that an error has occurred, please inform s7p as soon as practicable: <a href="mailto:support@super7plus.com">support@super7plus.com</a>.

#### 6. Financial transactions

# 6.1 Deposits

S7p supports the following methods of depositing into a User Account:

credit cards; (min: EUR 10, max: EUR 250)
debit cards; (min: EUR 10, max: EUR 250)
Neteller; (min: EUR 10, max: EU 250)

- Sofortueberweisung
- Paypal
- · Was nocht?
- bank transfers; (min: EUR 25, max: EUR 3,000). Requires additional ID to be provided.

The charges associated with each payment method are disclosed in the Payments Method page in the Help Section. S7p will not be responsible for additional charges which may be made by your credit card or bank when you make a deposit so please raise any concerns directly with the relevant institution. S7p does not charge any processing fees on deposits and withdrawals.

If a User wishes to deposit funds using a credit or debit card, the Cardholder's name and address MUST be the same as the name and address registered with the User Account.

S7p has established minimum and maximum deposit amounts per transaction and maximum deposits per User Account over certain periods of time. These limits are set out in your User Profile. If you wish to change the maximum limits, please contact us: <a href="mailto:support@super7plus.com">support@super7plus.com</a>. Any increases in these limits will require at least 24 hours notice and may require further verification of user data.

All card payments made via s7p are processed by Wirecard Bank AG ("Wirecard") and will show up on your statement as super7plus Limited.

We do not store your payment details on our Website. All card details are stored on secure SSL servers by Wirecard which holds a current valid PCI-DSS certificate.

A 'Know Your Client' procedure will be carried out when players deposit money.

#### 6.2 Withdrawals

Cash may be withdrawn from a User's Account using any of the following methods:

credit cards; (min: EUR 10)
debit cards; (min: EUR 10)
Neteller; (min: EUR10)

• bank transfers. (min: EUR 25, max: EUR 3,000). Requires additional ID to be provided. No withdrawals from a User Account will be allowed until a User's age and identity have been appropriately verified. For some methods of withdrawing cash (or for large withdrawals) this verification may require the validation of physical documents such as passport, driving licence, utility bill or bank statement.

When Users have deposited funds in their s7p account using debit or credit cards, withdrawals up to the amount of the deposits made with that card must be made to these cards before another method can be used.

Users will not be entitled to withdraw money from User Accounts until they have made a successful deposit. Furthermore, Users are required to wager their depositing amount at least once in full, before they are allowed to make a withdrawal.

S7p is not responsible for any charges made by a user's credit or debit card company or bank when they make a withdrawal from their account. If any such charges are applied, please discuss them directly with the relevant financial institution.

For all withdrawal methods, please allow 3-5 days until your withdrawal is processed.

## 6.3 Users' Funds Account

S7p has established a Users' Funds Client Account with Sparkasse Malta PLC to segregate all Users' funds deposited and held in User Accounts from corporate funds.

Monies deposited by you to your Account will be held in this Users' Funds Client Account, which is legally separated from our company funds. The monies in your User account are therefore protected in the event of insolvency. This protection meets the MGA's requirements for the segregation of customer funds.

All Deposits and all Withdrawals will be made to/from the Users' Funds Client Account.

It is prohibited to transfer funds amongst player accounts, or to sell and/or acquire accounts to/from other players.

Users should not treat the User Account as a bank account and should not expect any interest on their deposits.

After a period of 12 months with no movement on the account (no deposit AND no withdrawal AND no participation in a Game) the account becomes dormant. Dormant accounts will be a subject to a 5% Administration Charge of the dormant account balance.

If no transaction has been recorded on a User's account for thirty months, s7p will remit the balance in that account to the User or to the Authority if the User cannot be contacted satisfactorily.

## 6.4 Currency

All financial transactions (including Deposits, Withdrawals, Game entry fees and Prizes) conducted through s7p will be in EUR only.

# 6.5 Anti-Money Laundering Regulations

As required by Anti-Money Laundering Regulations, s7p reserves the right to raise queries regarding any aspect of your financial transactions on the Website including (but not limited to) the source of funds deposited in your s7p account and the destination account of withdrawals. Your account may be suspended or closed if you fail to provide adequate evidence of the source of funds you have deposited with s7p if so asked.

It is unlawful to deposit money from ill-gotten means.

All transactions are checked to prevent money-laundering. Any suspicious transaction will be reported to the relevant authorities.

#### 7. Communication

# 7.1. Notices and announcements from s7p to Users

There are several methods of communication on the Website and s7p makes every effort to allow Users to keep such communication to a bare minimum if they so choose. The types of communication a User may receive from s7o include:

- Notifications of new events or new Games
- Reminders of Game starting times
- Announcements of Prize Winners after Games have closed
- Announcements of new features or changes to Game Rules or Terms and Conditions
- Announcements of special offers on the Website

You agree to receive all information from us electronically, by email, using the email address that is registered to your User Account. It is your responsibility to keep your contact details up-to-date on your User Account. If those details are incorrect or not up-to-date you may not receive important information relating to your User Account, the Services or changes to these Terms and Conditions. Any notice given by you to us, or by us to you, will be deemed

received and properly served immediately when posted on our Website or 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to provide evidence, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this paragraph shall not apply to the service of any proceedings or other documents in any legal action.

We will do our best to ensure that no derogatory, abusive, or obscene language is used in any of our communications, but if you feel that any of our content is inappropriate, please contact us immediately: <a href="mailto:support@super7plus.com">support@super7plus.com</a>.

If we need to notify you directly under these Terms and Conditions, we will do so by email to the email address registered to your User Account.

#### 7.2. Social media

S7p allows Users to communicate using various third party social media platforms e.g. Facebook or Twitter.

When using any Social Media platforms in conjunction or association with s7p, Users should ensure that there is no abuse, slander or misuse (or any other contravention of Para 3.4 (User Conduct and Responsibility). Users expressly acknowledge that s7p will not accept any responsibility under any circumstances for inappropriate use of any social media by Users.

## 8. Limitation of liability

Nothing in these Terms and Conditions limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; and/or
- (c) any other liability which cannot be excluded or limited by applicable law.

If we fail to comply with these Terms and Conditions, we will accept responsibility for loss or damage you may suffer that is a foreseeable result of such a breach or our negligence. But under no circumstance (save as set out above) will we accept responsibility for any loss or damage that is not foreseeable (including indirect, special or consequential loss).

Our total liability to you in respect of all other losses arising under or in connection with these Terms and Conditions, your User Account and your use of the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount held in your User Account at the time of such breach.

To the extent that any employee of s7p may make any statement to you that may constitute advice in respect of any bet, you should not rely on it. If you do rely on it, such reliance will be a breach of these Terms and Conditions and any resulting bet placed will be at your sole risk.

We will not accept ANY liability for the failure of any equipment or software howsoever caused that may prevent the operation of the Website, or our Services or may impede the placing of offers for bets on the Website or prevent you from being able to contact us.

Except as expressly stated in these Terms and Conditions and to the extent permitted by law, we do not give any representation, warranties or undertakings in relation to your use of the Website. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law.

## 9. Suspension of the Service

Our Services may occasionally be suspended for one of a number of reasons including (but not limited to):

- because we are carrying out essential maintenance. We will try and give you warning
  when this is going to happen and we will try and restrict it to times when there are
  low activity levels on the Website.
- because of circumstances beyond our control. If this is the case we will do our best to inform you of the nature and likely length of the loss of the Services.
- because we have been required to suspend the Services by a regulator or other relevant authority.

We will not accept responsibility for losses Users may incur as a result of suspension of the Services.

### 10. Complaints and Disputes

We will try to deal with all Users fairly at all times but if you have a complaint please contact us: support@super7plus.com and we will try and address your issue(s) quickly and fairly.

In emails to us please include your username and full name, and ensure that the email address you use is the one that you have registered on your User Account. Please also include a clear explanation of your complaint. The s7p team will investigate your complaint and respond to you as quickly as possible.

If you are not satisfied with our response, please contact us and we will refer you to the MGA.

You have the right to bring disputes to the MGA at <a href="mailto:support.mga@mga.org.mt">support.mga@mga.org.mt</a>, if deem unresolved.

# 11. Intellectual Property

All intellectual property rights on the Website including, without limitation, all copyright and related rights, design rights and all trade mark rights (whether registered or unregistered) in and to the website, software, images and text and the domain name www/super7plus.com, (altogether the "IPR Rights") will, at all times, belong to s7p.

Under the terms of the licence granted under these Terms and Conditions, Users are permitted to use the website only as expressly authorised by s7p. You agree not to copy, redistribute, publish, reproduce, transmit, display, commercially exploit, tamper with or create derivative works of any of the IPR Rights in whole or in part and you agree not to interfere with, modify or reverse engineer any software provided on the Website.

You acknowledge and agree that the material and content contained within the Website and provided as part of the Services are made available for your personal non-commercial use only. Any other use of such material and content is prohibited.

#### 12. General Terms

# 12.1. Amendments to these Terms & Conditions

S7p reserves the right to change the Terms and Conditions to reflect changes to the Website and/or the Services, including the addition of products or services offered by us or a third party. We will announce and publish any changes on the Website and we will give you advance notice (by, at our sole discretion, emailing you and/or providing a notification on the Website and/or publishing a notice and the revised terms and conditions on the Website), and you will be required to re-confirm acceptance, before changes come into effect. Your continued use of the Website and the Services following such notification or such advance notice will be deemed binding acceptance of the modification(s). If a change is unacceptable to you, you should not continue to use the Website and/or the Services. It is your sole responsibility to review the Terms and Conditions (including the Game Rules) and any amendments to them each time you use the Website and/or the Services.

### 12.2. Applicable Law

The Terms & Conditions are subject to and governed by the laws of Malta and s7p accepts no liability under the law in any jurisdiction other than Malta. All bets made on the Website, together with the Terms and Conditions and the Game Rules and our Policies are governed by the laws of Malta and the courts of Malta shall have exclusive jurisdiction to settle disputes arising out of or in relation to them.

The Website, the Services, the Terms and Conditions, our Policies and the Game Rules are available only in English.

## 12.3. Entire Agreement/In the event of a conflict with any other Policy

In the case of inconsistencies or contradictions, these Terms and Conditions will take precedence over any other Policies, Game Rules or other document which may be available on the Website or elsewhere.

# 12.4. Severability

If any provision of these Terms & Conditions is deemed by any competent authority to be unenforceable or invalid, the relevant provision will be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of these Terms & Conditions shall not be affected.

## 12.5. No Waiver or Delay

No failure or delay by a party to exercise any of its rights under these Terms & Conditions shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

# 12.6. Assignment

You may not assign these Terms and Conditions to any third party. S7p may assign, transfer or novate any or all of its rights and obligations under these Terms and Conditions to any third party at any time without notice to you.

### 12.7. Our rights

Notwithstanding any other terms set out in these Terms and Conditions, in providing the Services we will be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with all applicable legislation.

# 13. User Savings and Bonus Account

As explained in 5.4.1 one part of the Game Stake is paid into the User Savings and Bonus Account. This is a separate User Fund Account which is segregated in the same manner as detailed in 6.3. Users may withdraw and / or use any balance available on the User Savings and Bonus Account at any time.

The User Savings and Bonus Accounts holds two currencies: EUR and SuperCoins

# 13.1. EUR Savning and Lucky Loser Bonus Account

EUR will increase with any bet placed through s7p and through the lucky loser mechanism.

Lucky Losers are Users that fall outside any of the winning ranks as explained in 5.5 (i.e., less than 3 correctly predicted scores). Users with any two out of two or one out of two correctly predicted scores will be automatically participating as 'lucky losers'. The exact participation is explained hereunder.

There are two categories, and when these are reached, bonus points are awarded for the key points shown below, and are then converted into Euros and credited to the bonus account. The following distribution key applies when awarding bonus points:

2 correct results + 2 correct extra games receive 7 bonus points

2 correct results + 1 correct extra game receive 2 bonus points

At the end of the betting day, the bonus points that each player has scored are added up and converted to Euros according to the following key then credited to the bonus account.

Total stakes of all players x 0.05 / total number of bonus points scored by all players = € factor

Bonus points scored by one player x € factor = € amount

# **Example:**

Stakes of all players: €2,870,000 (made by 72500 players)

7% (= €200,900) flows directly into the bonus system (reimbursement) for each player (in correlation with the stake). A further 5% (= €143,500) is reserved for Super7-Coins and the remaining 5% (= €143,500) is distributed as follows:

The first step is to determine how many bonus points each individual player has scored. There is, of course, the possibility of attaining multiple bonus categories depending on the number of ranges a player plays. Thus, the majority of the players have one or more cases of 2 correct results + 1 correct bonus game. Some have predicted 2 correct results + 2 correct bonuses once or several times. To make this more transparent, the predictions of the individual players are shown below in a table, whereby the number of correct predictions understandably increases considerably from 2+2 to 2+1. The table shows a total of 18,125 players who have won one or several bonus categories. The remaining players are therefore not able to score any additional bonus points on this day of playing. The information in the table is, of course, greatly simplified because there are so many different combinations of goals for winning.

Number of players	Win variation	Plus point/players	Total number of plus
,		scored	points
1	20x 2+2	196	220
	28x 2+1		
6	12x 2+2	112	672
	14x 2+1		
18	8x 2+2	80	1440
	12x 2+1		
226	4x 2+2	50	11,300

	11x 2+1		
920	1x 2+2	15	13,800
	4x 2+1		
1810	6x 2+1	12	21,720
4690	3x 2+1	6	28,140
10,454	1x 2+1	2	20,908

Total number of Plus points for all players : 98,200

Pay-out for the month: €143,500

€ Factor = 143,500/98,200 = €1.464

According to this, each player would receive €1.46 per point scored and would go up on the bonus ladder correspondingly.

# 13.2. SuperCoins

SuperCoins is an s7p in-game currency that can be used to purchase products from the s7p Gadget Shop. SuperCoins are generated / obtained by placing bets in the Main Game. The amount of SuperCoins receivable per bet by Users will increase the longer Users keep their balance in the User Savings and Bonus Account without withdrawal. The User Savings and Bonus Account Progression Ladder is being appended herewith as explained in 13.3.

# 13.3. The User Savings and Bonus Account Progression Ladder

The longer User does not withdraw funds from the User Saving and Bonus Account the higher Users progress in the Winning and Prizefund Ladder as detailed hereunder. Coherently if user withdraws funds from the User Savings and Bonus Account they will lose the ladder progression and will have to start from the beginning.

#### **BONUSSYSTEM (BONUS-KLASSEN + Super7-Coins)**

Bonus-Klasse 1	Bonus-Klasse 2	Bonus-Klasse	Bonus-Klasse	Bonus-Klasse 5	Bonus-Klasse	Bonus-
		3	4		6	Klasse 7
						50.000,00€
1 Super7-Coin =	Super7-Coins ≙					Umsatz
0,50€	⊜					6000€
						(Bonusgeld)
					20.000,00€	560 ☺
Bonusgeld					Umsatz	(50000)
<b>≙7%+5%=12%</b>					2400 €	7% von
vom Umsatz					(Bonusgeld)	4000€
						400 ☺
						(46000)
						5% von
						4000€
				9000,00€	64 © (19500)	300 ☺
				Umsatz	4% von 800€	(42000)
					64 © (18700)	

				1080 € (Bonusgeld)	4% von 800€	5% von 3000€ <b>300 ©</b> <b>(39000)</b> 5% von 3000€
			5000,00€ Umsatz 600 € (Bonusgeld)	<b>42 ☺ (8700)</b> 3% von 700€	64 ◎ (17900) 4% von 800€ 64 ◎ (17100) 4% von 800€	200 ☺ (36000) 5% von 2000€ 200 ☺ (34000) 5% von 2000€
		2250,00€ Umsatz 270 € (Bonusgeld)	<b>25 ☺ (4650)</b> 2,5% von 500€	<b>42 ☺ (8000)</b> 3% von 700€	64 ◎ (16300) 4% von 800€ 64 ◎ (15500) 4% von 800€	200 ☺ (32000) 5% von 2000€ 150 ☺ (30000) 5% von 1500€
	750,00€ Umsatz 90 € (Bonusgeld)	<b>16 ☺ (2100)</b> 2% von 400€	<b>25 ☺ (4150)</b> 2,5% von 500€	<b>42 ☺ (7300)</b> 3% von 700€	64 © (14700) 4% von 800€ 64 © (13900) 4% von 800€	150
250,00€ Umsatz 30 € (Bonusgeld)	<b>6 ⊚ (700€)</b> 1,5% von 200€	<b>16 ❷ (1700)</b> 2% von 400€	<b>25 ☺ (3650)</b> 2,5% von 500€	<b>42 ☺ (6600)</b> 3% von 700€	64 ◎ (13100) 4% von 800€ 64 ◎ (12300) 4% von 800€	100 ☺ (25500) 5% von 1000€ 100 ☺ (24500) 5% von 1000€
<b>2 ☺ (200€)</b> 1% von 100€	<b>6                                    </b>	<b>16                                    </b>	<b>25 ☺ (3150)</b> 2,5% von 500€	<b>39 ☺ (5900)</b> 3% von 650€	56 ❷ (11500) 4% von 700€ 56 ❷ (10800) 4% von 700€	100 ☺ (23500) 5% von 1000€ 100 ☺ (22500) 5% von 1000€
<b>2 ☺ (100€)</b> 1% von 100€	<b>3 © (300€)</b> 1,5% von 100€	<b>8 ⓒ (900€)</b> 2% von 200€	<b>20 © (2650€)</b> 2,5% von 400€	<b>36 ☺ (5250)</b> 3% von 600€	56 ❷ (10100) 4% von 700€ 56 ❷ (9400) 4% von 700€	100 ☺ (21500) 5% von 1000€ 100 ☺ (20500) 5% von 1000€