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### A. GENERAL

1. The Company, Rozert N.V. (hereinafter "**the Company**") a company incorporated under the laws of Curacao, having its address at: Hanchi Snoa 19, TRIAS Building, Willemstad, Curacao offers various types of activities depending on the availability, such as: casino, live casino, sports betting, virtual sports and Esports for real money use.
2. These General Terms and Conditions, the relevant product rules, as made available [here](#) and [here](#), depending on the applicability (sportsbook, casino, live casino, virtual sports and Esports), the Privacy Policy, Cookies Policy as well as the applicable terms for promotions, special offers and bonuses, as amended from time to time ("**Agreement**") constitute one instrument governing the relations between Rozert N.V. and you (from hereinafter referred to either as "**Client**" or "**User**" or "**Player**"), including in fulfilling the Client's orders on placing bets, charging and withdrawing funds from the Client's account, and regulating disputable situations. Entering into this Agreement is coupled with an opening of a Client's account (also referred to as "**Personal Account**") which allows the Client to enter into transactions with the Company. The Agreement is considered concluded from the moment of the opening of an account for the Client by the Company.
3. Consequently, players who wish to make use of any Company product must enter into the Agreement with the Company by opening an account and accepting the validity and applicability of this Agreement. Therefore, whenever a player strikes a bet or takes part in any game, he accepts the validity and applicability of the terms of this Agreement, including the relevant product rules, our Privacy and Cookies Policy and applicable bonus conditions. Registration is performed by clicking the 'Join now' button on the Company website (hereinafter "**Website**") and following the step-by-step instructions.
4. Please note that the Company may need to change the terms of the Agreement, in part or wholly, from time to time and that for regulatory and commercial reasons it reserves the right to do so. In such an event, any changes to the terms of the Agreement will be notified to players on the Website, and players will be made aware of the date on which the terms change on the Website. If a player continues to play at the Website after the changed terms apply, he shall be deemed to have accepted those new terms. If any major changes to the terms of the Agreement are proposed by the Company which would have an adverse effect on players, the Company shall request players to accept the changes before they can continue to play. Company reserves the right to suspend the provision of its services to or to close an account of a player who does not accept changes of the terms of the Agreement or who is in violation of the terms.
5. By accepting the terms of the Agreement hereof, the Client confirms their consent to the processing of all their personal data disclosed to the Company for the latter to meet the requirements of law and this Agreement. The consent to personal data processing includes consent to the collection, systematization, accumulation, storage, specification (update or change), use, depersonalization, blocking, destruction, and distribution (transfer) of such personal data to third parties for the performance of this Agreement such as financial organizations that take measures to ensure compliance with the laws on counteracting the legalization of money from crime and the financing of terrorism, licensing authorities, or state bodies at their request.
6. Storing of the personal data provided by the Client is carried out for the duration of the period of use of the Website by the Client but not less than the period established by laws applicable to the Client in relation to the gambling or other regulations. Consent to the processing of personal data may be revoked by submitting an appropriate written application, except in the events where existing legislation prevents such revocation.
7. Bongo is operated under following companies according to user registration location:
  - Rozert N.V., a company operating under the laws of Curacao, under the authority of Curacao Gaming with the license number: 365/JAZ;
  - BM Solutions Ltd, a company incorporated in Malta, operating under the authorities of the Revenue Commissioners of Ireland with the license number 1018081.
  - BMGate Ltd, company number: HE347217, having its registered office at Agias Fylaxeos & Christoforou Perraivou, 2 KALIA COURT, 4th floor, Office 301, 3025, Limassol, Cyprus, operates solely as a payment intermediary;
8. Upon placing his bet and/or participating in a game, the Client confirms that he has reached the age of 18 or such older age as he must have reached under the laws governing betting/gambling that are applicable to him. Irrespective of national regulations

concerning the legal age, the Company does not accept any Client under the age of 18. Company reserves the right to verify any Client's statement of age and to exclude Clients from its services, if there are any doubts regarding the attainment of the minimum age required. Any Client using Company's services, who is found to be underage, shall have all his winnings forfeited and his account with Company shall be blocked immediately. Any deposits made by that Client shall be refunded to a bank account named by the Client and which the Client can prove is his, unless this breach of the Agreement was repetitive and the Client has on multiple occasions, using falsified data or forged documents, breached the Agreement and registered multiple times as a Client and played on the Company website using different Personal Accounts. In that case the Client's deposits will not be refunded and the information on the Client will be reported to the relevant authorities.

9. It is up to each Client to make sure that no applicable laws or regulations are being violated when making use of the Company's services. Company takes no responsibility whatsoever for Clients not abiding by applicable national or international statutory requirements.
10. The Company has the right to deny the registration on the Website to a Client who is located in either Prohibited or Restricted Territories (non-comprehensive list) or any other country with similar legal concept.
11. Company screens Clients and potential Clients in order to, amongst other things, determine whether or not they are politically exposed persons ("PEP") or subject to any international sanctions. These checks are carried out using state of the art systems with access to worldwide data on PEPs. Company reserves the right to block or close PEP Personal Accounts if it deems it necessary to comply with its Client acceptance and risk policies.
12. The Company shall on an individual basis determine whether it will accept Bets (as defined in clause B) from a certain private individual or not.
13. Company may cancel transactions with Clients who:
  - 13.1. are under age;
  - 13.2. are participants of the sporting Events (including, but not limited to, sportsmen, trainers, judges, beneficiaries and managers of clubs or other persons who can influence these sporting events) or act on their behalf;
  - 13.3. are subject to applicable sports authority restrictions;
    - 13.3.1. the personal information of the individual in question will be passed on to the competent sports authorities and the relevant individual may subsequently be sanctioned by such sports authorities;
  - 13.4. if it is determined that one of the betting participants has several gaming accounts under the same brand operated by the Company (multiple registration), with the exception of the cases approved by the Company;
  - 13.5. do not meet the established regulations or the provisions of the Agreement or is in violation of the Agreement;
  - 13.6. are located in the Prohibited or Restricted Territories (non-comprehensive list) or any other country with similar legal concept ( hereinafter the Restricted Territories);
  - 13.7. are in violation of any applicable statutory requirements;
  - 13.8. Company employees and their immediate families are prohibited from participating in Company betting offers, promotions, special offers or bonuses.
14. By accepting the terms of this Agreement, the player confirms that his interest in Bets and/or casino games is of a personal nature and that he is using the Company site purely for personal entertainment. Company may block or close accounts of persons found to be using the Website for any commercial or business purpose.
15. Company does not warrant the constant availability and functionality of all or any products offered. Company may not be held liable and will be held harmless by the Client for any damages, losses, costs, loss of profits or any other disadvantage a Client may incur in connection with any disconnection from or the non-availability of any of the products offered by Company for whatever reason.
16. The Company reserves the right to restrict access to any of the particular sections, particular sport of the Website or at its sole and absolute discretion.
17. All indicated dates and times are based on Central European Time (GMT+1) unless stipulated otherwise.
18. The means of communication between the Company and the Client hereunder shall be:
  - 18.1. Website;
  - 18.2. E-mail;
  - 18.3. Live Chat.
  - 18.4. Any message sent to the Client shall be deemed received:
    - 18.4.1. Within 1 hour after it is published on the Website;
    - 18.4.2. Within 1 business day after it is sent by e-mail;
    - 18.4.3. Immediately after it has been sent using Live Chat;
  - 18.5. The Client acknowledges and agrees that the Company may communicate with the Client using the information and details provided by the Client upon registration on the Website or updated later based on the information provided by the Client.
  - 18.6. The Company may opt to use automatic translation services if the Client does not use English language, or if the Company has no employees who know the language the Client uses to communicate with the Company. Such notice of automatic translation will be provided to the Client in LiveChat at the start of the communication and not repeated. No automatic translation services offer 100% accurate translation. Therefore, context may be missing, wording may be incorrect, sentences may be misinterpreted. In that case, the Company takes no liability for miscommunication resulting from the automatic translation as the choice to use the specific language was made by the Client.
  - 18.7. The Client may not use abusive or offensive language during communication. If the Client uses such language, the Company may block the Client's use of the Website, stop reading the communication by the Client and block the communication from Client or stop acknowledging and reacting to Clients communication until further notice. The aim of

such measures is to provide Company's customer service personnel with a safe working environment, restore humane behaviour and fair treatment. No verbal abuse or threat of physical abuse by Clients will be tolerated nor forum for such behaviour allowed. The Company assumes no liability for failing to react or notice Client's request for activation of responsible gaming features among the abusive and offensive communication. The Client may block himself in the gaming section by using responsible gaming features offered on the Website through this link <https://bongo.gg/en/responsible-gambling> or clicking "Responsible Gambling Settings" in the Website footer ("Cool off," "Deposit Limits" or "Reality Check.") In order for these settings to be used, the Client has to be logged in.

19. The Website is governed only by the laws and courts of Curacao, exclusively and without exceptions.
20. The terms of the Agreement are posted on the internet in various languages reflecting the same principles. In the event of any conflicting foreign-language versions of these terms, the English version shall prevail.
21. The Agreement shall be governed by the Laws of Curacao. The parties agree that any dispute, controversy, or claim arising out of or in connection with the Agreement, or the breach, termination, or invalidity thereof, are subject to the exclusive jurisdiction of the Joint Court of Justice of Aruba, Curaçao, Sint Maarten, and of Bonaire, Sint Eustatius and Saba.

## B. TERMINOLOGY

These terms carry the same meaning even if used without capitalization throughout the Agreement. As used in this Agreement, terms defined in the singular have the same meaning when used in the plural, and terms defined in the plural have the same meaning when used in the singular.

- **Agreement** - these General Terms and Conditions, the relevant product rules (sportsbook, casino, live casino and virtual sports), the Privacy Policy, Cookies Policy as well as the applicable terms for promotions, special offers and bonuses, as amended from time to time.
- **Bet** - any form of wager or real-money at stake.
- **Betting limits** - minimum and maximum wagers that a player can make at any one time.
- **Bet Cancellation** - a situation where the transaction between the Company and the Client is deemed not closed or the Bet is forfeited.
- **Bongo** – the unregistered trademark of BMGate Ltd, including the name of the website used for the services provided under this Agreement.
- **Company** - Rozert N.V. a company incorporated under the laws of Curacao, having its address at: Hanchi Snoa 19, TRIAS Building, Willemstad, Curacao.
- **Client/User/Player** – a player over 18 years of age or the legal age in their jurisdiction, whichever is greater, who accepts and agrees with the Terms and Conditions set out by the Company.
- **Cryptocurrency** - a digital representation of value that is not issued or guaranteed by a central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money, but is accepted by natural or legal persons as a means of exchange and which can be transferred, stored and traded electronically
- **Deposit** – funds placed on the Personal Account that can be used to place Bets.
- **Event** - any fact of Match, the expected probability of which is used by the Company to calculate the coefficient.
- **Coefficient** - a value formed by the Company for each Event in the Line based on its expected probability and used for resolving the Transaction.
- **Line** - a Group of Events determined by the Company with their Coefficients.
- **Match** - a sports competition between two or more sportsmen or teams, the Events of which are used to form Lines.
- **Website** - [www.bongo.gg](http://www.bongo.gg)
- **Player** – a Client of the Company.
- **Personal Account** – the online account of the Client opened by the Company used by the Client to deposit funds, place Bets and withdraw wins.
- **Prohibited Territories** - shall mean those countries, states, provinces, territories or other geographic and/or Governmental areas where gambling or online gambling and sports betting is prohibited or that are on the sanctions list such as, but not limited to: Afghanistan, Barbados, Democratic People's Republic of Korea, Democratic Republic of the Congo, Guinea Bissau, Haiti, Iran, Iraq, Lebanon, Libya, Myanmar, Nicaragua, Pakistan, Panama, Somalia, Sudan, Syria, Venezuela, Yemen, Zimbabwe.
- **Restricted Territories** - shall mean those countries, states, provinces, territories or other geographic and/or Governmental areas where gambling or online gambling and sports betting is under the Company's license partially restricted such as, but not limited to: Dutch Caribbean incl. Curacao and Aruba, Germany, The Netherlands, United Kingdom of Great Britain and Northern Ireland, United States of America and Territories, Serbia, Sweden, Turkey, France.

## C. LICENCE

1. Rozert N.V., registered in Curacao under company number 156146, registered business address at Hanchi Snoa 19, TRIAS Building, Willemstad, Curacao, mailing address: Hanchi Snoa 19, TRIAS Building, Willemstad, Curacao, is the holder of a Gaming Service License, issued by the Gaming Services Provider N.V. Under this licence, Rozert N.V. provides casino games, live casino games and sportsbetting.
2. The Company trademark is owned by BMGate Ltd, (company number: HE347217, having its registered office at: Agias Fylaxeos & Christoforou Perraivou, 2 KALIA COURT, 4th floor, Flat/Office 301, 3025, Limassol, Cyprus). BMGate Ltd has granted Rozert N.V. a license to use the Company trademark. BMGate Ltd provides payments intermediary services to the Company.
3. Gaming Services Provider N.V. is the regulatory body responsible for supervising the operations of Rozert N.V. on [www.bongo.gg](http://www.bongo.gg).

## D. ACCOUNT

1. Each player who wants to have access to services and products offered by Company must personally open an Account with Company ("**Personal Account**"). Upon registration, players must give their correct personal and contact details, i.e.

name and surname, gender, address, contact email, mobile phone number (if required) and date of birth. In certain countries, players may be also asked to submit other unique identifiers, such as identity code or social security number, in order to simplify registration. After having opened a Personal Account, a player may deposit and use the amount deposited to bet on sports or play casino, live casino and virtual sports.

2. Only natural persons may open a Personal Account per Website with Company. Company does not allow legal persons to open and hold Personal Accounts. If any legal person (e.g. company, foundation, partnership, association or other) is found to have opened a Personal Account, Company may void all winnings and return any balance on account to a valid bank account in the name of the person who opened the account.
3. You hereby represent and warrant that:
  - 3.1. You have carefully read and understood all the provisions of this Agreement and other documents published on the Website;
  - 3.2. You are over 18 years of age or of the legal age allowed to gamble in the respective jurisdiction, whichever is higher;
  - 3.3. You are not restricted by limited legal capacity;
  - 3.4. You are not acting on behalf of another party;
  - 3.5. You are not a compulsive player;
  - 3.6. You have not added yourself to the list which defines gambling restrictions for you as an individual;
  - 3.7. Only you have access and are using the Personal Account;
  - 3.8. You have provided all necessary, accurate and true information and materials at the Company's request;
  - 3.9. You are not depositing money originating from criminal and/or other unauthorised activities into your Personal Account;
  - 3.10. You are not conducting criminal activities directly or indirectly in relation to your Personal Account;
  - 3.11. You inform Company immediately in case you are or become a politically exposed person (PEP) and agree to undergo enhanced due diligence procedures by Company;
  - 3.12. You are not a participant of the Matches for the Events of which you make Bets as defined in the product rules;
  - 3.13. You accept that you are responsible at all times for ensuring the legality of using or registering for Company services in the country or region where you are located. If you are living or residing in a country, where remote gambling is forbidden, then you are not allowed to use Company services nor VPN or use any other technical measures in order to circumvent any blocks in your location installed by the Company in order to use Company services.
4. Company will request in accordance with the applicable laws and regulations, that the player submits documents as proof of identity for a security identity check at any time, and in any case upon cumulative deposits of €2,000 on the basis of a rolling period of one hundred and eighty (180) days. Company reserves the right to retain any funds and/or winnings until the requested documents are submitted. The player will be asked to submit one or more documents such as a copy of a valid ID issued by the competent authority of a recognized state/country, e.g. passport, personal identity card, driver's license, a utility bill (e.g. for gas, electricity), a lease contract or a copy of bank vouchers, account statements, etc.
5. The Company may additionally request a video verification if in its sole discretion it regards it to be necessary to fulfil its duties under regulation or its policies.
6. The Client shall individually bear the obligations to pay the fees imposed by financial institutions, tax or other mandatory payments, unless this Agreement provides otherwise.
7. Once a player opens his Personal Account, funds may be deposited, and credited onto this same account. As long as there is a positive balance on the player's Personal Account, he may deduct stakes for Bets and wagers on casino and/or live casino. Winnings gained from betting, casino, live casino and virtual sports are credited directly to the player's Personal Account. All winnings credited on the Personal Account may be immediately used for placing further Bets.
8. Any deposit and pay-out incurred by a player may be made only onto his own Personal Account or to his own payment account. As a general rule, payments from third parties as well as withdrawals to payment accounts of third parties will not be processed. Any deposit or pay-out of funds shall be governed by the terms of this Agreement, including the specific rules applicable to the respective product and any additional terms and conditions that may apply to promotions, special offers and bonuses.
9. When opening a Personal Account, a player will also select his preferred currency. The selected currency for the initial opening of the Personal Account may not be changed. If players deposit funds in currencies other than the currency of their Personal Account, their deposits will be converted into the currency of their Personal Account at the current exchange rate.
10. Any and all personal information provided by a player to Company must be correct and complete. The player undertakes to notify Company without delay, but not later than 5 days from any actual change in the Client's personal information of the change providing all, complete, and accurate information to Company. Company reserves the right to cancel any bets as well as winnings, block betting accounts, exclude the player from participating in other games, retain payments to the player and report the player to the authorities in charge if any information given to Company by the player turns out to be incorrect or incomplete. The player is liable for any damages and costs arising out of false or misleading information. If any deliberately false or misleading information is furnished, any and all transactions on the Personal Account shall be declared invalid.
11. Company operates on the basis of the assumption that each person logging into the system with the correct combination of username and password actually is the lawful Personal Account holder. It is in particular not permissible to make any transactions for the account of others, on the Personal Accounts of third parties, by forming syndicates of players or in conspiracy with third parties using frontman. Company reserves the right to close Personal Accounts, cancel transactions and retain the payment of funds if the player has made his account available to third parties, makes transactions on behalf

of or in the name of third parties, in conjunction with third parties, in groups/syndicates of players by using frontmen, or by using impermissible software tools, or in violation of other provisions of the Agreement and/or the applicable laws and regulations. Company reserves the right to close any Personal Account of players at any time without giving any reasons.

12. Every player can open only one account per Website. The use of identical e-mail addresses or telephone numbers in various Personal Accounts is prohibited. The player shall use one e-mail address or telephone number to which only he has access. Should any player open another Personal Account in his own name or in someone else's name or in conjunction with one or several persons after his Personal Account was closed/limited for any reason whatsoever, Company reserves the right not only to close those accounts but also, at any time, to cancel any transactions (bets, wagers), to exclude the player from participating in further games and call in any free money credited. Company further reserves the right to cancel any transactions, refuse all pay-outs, exclude a player from placing bets/the participation in a game and/or block the player's Personal Account if there is a justified suspicion of an event or a bet placed being manipulated/rigged, or a suspicion of circumventing the maximum win/stake, using frontmen, acting as frontman for a third party or acting on a third party's account, or the use of impermissible software tools.
13. If a Player attempts to open or has opened more than one account per Website, all accounts may be blocked or closed. Only one account for each household, device, IP address, financial instrument is allowed. Company may perform additional security checks in order to detect multiple accounts.
14. You cannot transfer, sell, or pledge Your Account to another person. This prohibition includes the transfer of any assets of value of any kind, including but not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial or otherwise. The prohibition on said transfers also includes however is not limited to the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, foundation and/or association in any way shape or form
15. Furthermore, in line with the Company policy for the prevention of anti-money laundering and applicable legal obligations, Company does not permit depositing funds originating from criminal activity, depositing funds by using a credit card which a player is not authorized to use, knowingly receiving money from such card in any other manner, colluding with a third party to do so, or using a third party's Personal Account for any criminal activity or illegal purpose.
16. Company notifies herewith all players that the Company is unable to provide advice on fiscal or legal matters. Therefore, Company may not be held liable and shall be held harmless by the players for any loss, damage, loss of profits, fees, costs, and any other disadvantage that a player may incur in connection with his use of the services and products offered by Company, unless stated otherwise this Agreement and the applicable rules for specific services and products as amended from time to time.
17. For inactive Personal Accounts, i.e., players' accounts which have not recorded any log in and/or log out for a period exceeding 12 consecutive months the Company reserves the right to charge an inactive account fee of EUR 5.- per month. For all other currencies that may be in use from time to time the administrative fee is the equivalent of the above-mentioned EUR amount as per current exchange rate. The administrative charge will be charged to the Personal Account of the player. The first fee for inactive accounts will be deducted on the first day following 12 months of inactivity. All following fees for inactive accounts will be deducted on a monthly basis, i.e., on the first day of each consecutive month until the account balance reaches zero. If upon the deduction of these fees the balance on the Personal Account falls to zero, Company is entitled to close this Personal Account.
18. All registered players will be notified at least 30 days prior to any fees being incurred that the inactive account fee is to be charged to their Personal Accounts. Holders of inactive accounts may instantly reactivate their accounts by logging in/logging out or withdrawing the funds within the 30 days' time window without incurring any fees. Players reactivating their account are entitled to a refund of the inactive account fee for the last 3 months.
19. Company is also entitled to close Personal Accounts that are undesirable for any other reason without giving a cause and prior notice, including for the reason that the player damaged or is damaging the reputation of the Company. If, on the other hand, the player wishes to close his Personal Account, a request by Live Chat or by email to [support@bongo.gg](mailto:support@bongo.gg) is sufficient. Termination of this Agreement shall not affect the accrued rights or obligations of the parties existing at termination. If the reason for a player requesting the closing of his account is that player's gambling addiction, the player must notify the Company together with his request for closing his Personal Account. When a Personal Account is closed, information relating to the account may be saved for up to ten (10) years from the time the account is closed or however long it is required or allowed under the respective regulation. Related information includes player name, address, phone, email, and account transactional details.
20. If internal inspections conducted by the Company's specialists reveal any signs of illegal actions by the Client, the Company may cancel all registered Bets, block the Personal Account, and conduct an additional investigation of such actions, in particular request documents from the Client as may be required for such investigation. If the investigation proves that the Client has not committed any illegal actions, the Personal Account will be unblocked. In other cases, including, but not limited to, non-provision, or provision of an incomplete package of documents, or other attempts by the Client to prevent the additional investigation, the Company may close the Client's account and apply to law-enforcement authorities. This investigation may take up to 30 business days, in some exceptional cases more than 30 business days.

## **E. RESPONSIBLE GAMBLING AND MINOR PROTECTION**

1. Upon opening of a Personal Account and any time thereafter, a player may refer to the various responsible gaming tools provided by the Company. Limits to deposits may be set on a daily, weekly, or monthly basis in a section of Responsible Gambling on the Website. Limits to deposits may not function in case the Client opts to use Cryptocurrency or other payment methods as means of deposit. The reason could be the specifics of work of the particular payment provider or if

the deposit was initiated before the deposit limit applied and the final status of the transaction got confirmed after the limit was established. The Client can apply for a definite self-exclusion and Reality check mode. In order to apply for an indefinite self-exclusion, it is required that the player contacts customer service on [responsible@bongo.gg](mailto:responsible@bongo.gg). For further information and assistance players are encouraged to visit the Company Responsible Gambling site and/or contact customer service.

2. Before the Client self-excludes from use of the Website, he/she must close any open gaming sessions. In this case the Company also recommends the Client to delete all Company's Website related applications from all Client's devices. The self-exclusion comes into full effect once all pending Bets have settled or have been cancelled and the final balance on the Personal Account is zero on the respective Website. Within the self-exclusion period, the Client has the right to request the Company to re-open the Personal Account on the Website. In the aforementioned circumstances, the Company has the right to refuse re-opening the Personal Account on the Website without providing any justification.
3. If the Client wants to restrict his/her gambling for a specific limited time period, the Client must send a request on restriction his access to his Personal Account using the Responsible Gambling feature. The request to restrict access to their Personal Account must include the desired restriction period. The minimum restriction period is 1 (one) day. Once the Personal Account has been self-excluded, the Client shall not be able to reactivate his/her Personal Account under any circumstances until the expiry of the period chosen due to this clause. Once the exclusion period has lapsed, the Client is able to resume betting on the Personal Account after contacting support service and requesting reactivation of the Personal Account. In this case reactivation of the Personal Account will be carried out within 24 hours from the request to support service.
4. Refunds of unused balance are subject to the rules set out in section H of the Agreement. During the self-exclusion period the Client cannot make any transactions, including payments. Transactions made before the self-exclusion will be considered valid for the Event to which transactions have been placed. All attempts to open a Personal Account after or during the self-exclusion period will be rejected, and deposit and current Bets will be tied up.
5. If a player wishes to reduce or remove a limit or remove an exclusion, these shall become effective only after the lapse of not less than twenty-four (24) hours from notification to Company's customer support service. If a player wishes to remove an indefinite exclusion, such change shall only take place 7 days after that player's request has been received by the Company's customer support.
6. Company retains all records relating to players' requests for exclusion and his consequent exclusion for the duration of the self-exclusion period plus a further period of at least six (6) months from expiry of the self-exclusion period.
7. By registering on the Website and placing a bet you confirm that you have reached the age of 18 or the age required for this type of activity as the minimum or higher age limit at the jurisdiction of your location. By clicking "Join now", you acknowledge that you are confirming that you are 18 or the required age and indicate your acceptance of our terms and conditions.
8. The Company does not permit anyone under the age of 18 or of the age to open a Personal Account or utilise any of the services the Company provides. We take our responsibility in this matter extremely seriously. The Company reserves the right to verify any Client's age and to exclude Clients from its services if there are doubts regarding the attainment of the required age. As part of the registration process, individuals are from time to time required to provide a copy of the Client Account holder's driver's license to prove the Client is 18 or older.
9. The Company instructs Clients who have any minors living in their household to review the following parental control software links, which could prove a useful tool, regarding control and restrictions of the content accessible on the devices they have access to, such as:  
  
<https://www.netnanny.com/>  
<https://www.cyberpatrol.com/>  
<https://www.cybersitter.com/>  
<https://www.saferinternet.org>
10. Also those who have minors living in your household, please do not save your login details so that anyone using the computer can access these or use these. We also advise you not to have your child access your identity documents or bank cards without your knowledge.
11. For purposes of fraud prevention and restricting underage gambling when making payments, including by bank cards or by other payment means, disputing on payments by third parties and investigating such cases, the Company can verify all payments. In such case the Client must provide upon request the following documents:
  - for establishing your identity and/or verification of your age, your identification documents: ID card, driving license, passport, etc
  - for verification of your address: a bank statement, utility bill, or other documents;
  - for the validation of a payment transaction or a withdrawal of funds: the documents requested by our partners - payment systems or agents, in accordance with the professional requirements for combating money laundering and illegal financial transactions;
  - verification process usually takes up to 5 business days, in rare cases more.

The submitted documents must be of high picture quality and legible. If the Client fails to provide high quality legible documents, the Company can request the Client to redo verification until the Client successfully provides all of the requested documents in legible and high quality format.

PLEASE NOTE THAT ANYONE UNDER THE AGE OF 18 OR THE AGE REQUIRED IN YOUR DOMICILE JURISDICTION FOUND TO BE USING THIS SITE WILL HAVE ANY WINNINGS FORFEITED AND MAY ALSO BE REPORTED TO THE POLICE. IN CASE YOU ARE UNDERAGE AND PLAY ON THIS SITE WITH SOMEONE ELSE'S IDENTITY DOCUMENTS YOU HAVE COMMITTED A CRIME AND WILL BE REPORTED TO THE POLICE. IN CASE THIS HAPPENS MORE THAN ONCE ALL OF YOUR WINNINGS AND DEPOSITS WILL BE FORFEITED.

## F. PROMOTIONS AND MARKETING

1. Subject to the player's agreement by corresponding account settings, his personal data may be used by Company for marketing activities across various channels including mail, email, telephone call as well as electronic/instant messaging. The use of the player's personal data for marketing activities may be cancelled or restricted to certain communication channels at any time. Players may either adjust the respective account settings or contact our service department by email to [support@bongo.gg](mailto:support@bongo.gg). Due to the nature of the technical workflow involved, updates to the respective account settings may take up to 48 hours before they become effective. For additional information on how Company processes data for marketing purposes please refer to the Privacy Policy of the Company.
2. Promotional offers may take the form of competition, incentive (for example, bonus offer), prize draws, contest or other form of promotion, or combination of any of these (hereinafter "**Promotions**"). The form of particular Promotion shall be described in notices communicated by the Company to inform about each Promotion and/or on individual web page of the related Promotion on the Website. Each Promotion shall be followed by the particular notice.
3. Participation in Promotion is voluntary. Promotions are under the Company's discretion. The Company reserves its right to limit publication, access or participation in a particular Promotion only to Clients who met particular requirements. The Company is entitled to restrict at its sole discretion the number of applications for participation in Promotions in which multiple participation is permitted.
4. These Bonus Terms (hereinafter "**Bonus Terms**") apply to all Promotions. Bonus Terms apply together with any specific conditions of any product or Promotion set out on individual website of the related Promotion on Website or in notices of Promotion (hereinafter "**Specific Terms**"). Except as otherwise provided, Specific Terms of particular Promotion shall prevail followed by these Bonus Terms and the provisions of the Agreement but only to the extent necessary to resolve such conflict or inconsistency between Bonus Terms and Specific Terms of particular Promotion. By participating in any Promotion, the Client accepts these rules and obliges to follow them.
5. All bonuses and promotional offers are subject to the terms and conditions made available when communicating the bonus offer. Bonuses do not apply to any deposits in Cryptocurrencies. All bonuses and offers refer only to the individual recipient of the promotional communication and may be used only once during a stipulated time frame. Bonuses and offers, such as vouchers, may not be sold, transferred, assigned or presented as gifts between players and/or third parties. Promotional offers cannot be redeemed in cash but remain subject to the specific bonus conditions. Company reserves the unlimited right to reclaim any bonuses and promotional offers if the player obtained the offer by fraud or devious means.
6. Term of each Promotion will be defined in the applicable Specific Terms. Each Promotion will end automatically at the end of its term. If there is no term of Promotion, such Promotion will end when it is discontinued at Website. The Company has the right to change on its own discretion the term of Promotion at any time during its term due to provisions set out in clause 13 herein.
7. If groups of players acting in collusion or as a syndicate or individual players who register several times, set up fictitious accounts or use frontmen attempting to rig bonus offers, Company reserves the right to call in any bonus payments granted, cancel any winnings made with these bonus offers, refuse to pay out any amounts requested and close accounts. Non-recreational players and syndicates of players are not granted any bonuses. Company reserves the right to terminate or change a bonus offer at any time.
8. To participate in Promotions, the Client must:
  - 8.1. be 18 (eighteen) years or of the legal age in the country of location. Accounts opened by anyone under the age of 18 or of the legal age in the country of location will be deleted by the Company;
  - 8.2. not be a following party: board member, director, officer, employee, consultant, or agent of the Company or any of its subsidiaries, parent or associated companies, any of its service providers or vendors, board member, director, officer, employee, consultant or agent of any entities connected with any Promotion, or relatives of any foregoing persons. "**Relative**" will include a spouse, partner, children, siblings, and any person residing in the same place with any foregoing persons.
  - 8.3. not be a resident of any jurisdictions where it is illegal to participate in promotions and/or win cash prize;
  - 8.4. participate in any Promotion only once unless otherwise specified in related Specific Terms of Promotion. The fulfilment of this condition shall be checked by the Company through following: IP-address, email, cookies (if applicable), phone number, coincidence of paying account, shared computer (computer with public access);
  - 8.5. be resident and/or located on the territories of a particular country as set out in the applicable Specific Terms;
  - 8.6. legally use Website and its services due to this Agreement.
9. The Company is entitled to notify a Client about his/her ban to participate in Promotions but does not have to do so. Such ban shall not apply to Promotions in which a Client is participating at the time of receiving of respective ban notification except in cases when the Client has violated the mandatory requirements for participation in the Promotion. If the Client does not comply with such requirements, the Company is entitled to look for the return of any bonus, payment, award, or other prize including from such Client's Personal Account.
10. Fraud, multiple accounts, multiple entries, circumvention of measures to prevent fraud and/or unauthorized access/entry, participation which violates Bonus Terms are prohibited.

11. The Company is entitled, at its sole discretion, to disqualify any Client who committed a fraud or falsified or attempted to falsify the participation process or the progress of any Promotion, or violated this Agreement, Bonus Terms and/or Specific Terms, or who can, in a reasonable opinion of the Company, damage the Company's reputation and brand or reputation of any company of our group.
12. The Company reserves the right to exclude from Promotions any Client or to completely hide Promotions from any Client.
13. The Company reserves the right to ban the use of the Website if the Company considers that a Client has tried to enter by using more than one accounts or engaged in any fraudulent or illegal activity (including activity that violates domestic laws) whether or not the Client won a prize. The Company reserves the right to close Personal Accounts and refuse to pay bonus/prize or other incentives of Promotions if the Client used multiple entries/accounts.
14. Bonuses may be released as real-money sum or another kind of incentive. The Company is entitled to control the use of bonuses before the Client is able to withdraw a sum of a bonus.
15. Any bonus or reward issued is valid for a period set out in Specific Terms or in description to bonus/reward issued unless stated otherwise by the Company. In the event of any conflict between bonus/reward period specified for one and the same bonus/reward in Specific Terms and in description of the issued bonus/reward, the bonus/reward period set out in description will prevail. The Company is entitled to withdraw from the Client's Personal Account any remaining/unused bonus/reward unless otherwise stated in Specific Terms of each Promotion.
16. All bonuses credited shall be accepted unless otherwise indicated in Specific Terms. Once accepted, a bonus will be credited to the relevant Client's Personal Account.
17. The Company reserves the right to set out, at its sole discretion, any additional limitations, and requirements on release and/or withdrawal of a bonus in Specific Terms of each Promotion.
18. The Client may only withdraw any funds from his/her Personal Account obtained via bonus/incentive when the Client has met the betting restrictions applicable to that bonus/incentive offer.
19. In the event that the Client withdraws funds in respect of which the Client has received or has the right to receive a bonus, without having met any applicable additional limitations and requirement on release and/or withdrawal of a bonus or general eligibility criteria, the Client shall be deprived of the entire bonus and any winnings resulting from this bonus. In this case the Company shall be entitled to deduct this sum from the relevant Personal Account.
20. Subject to clause 16 in Section F herein, unless otherwise indicated in the applicable Specific Terms, all real money bonuses shall be paid into account of qualifying Clients within the period determined by the Company on its own discretion or specified in Specific Terms of each Promotion.
21. The Client's use of any real money bonuses is subject to the Company's review of the Client's irregular or suspicious playing patterns. Irregular and suspicious playing patterns includes but not only bonus abuse - meaning that bonus is treated maliciously by the Client (this includes, but is not limited to, the Client using promotional offers without ever risking their own funds or betting on different results in order to generate "action"). In case the Company considers that an irregular or suspicious playing pattern has been detected, the Company is entitled to prevent withdrawal of funds on the Personal Account and/or to refuse to pay out winnings obtained as a result of the Client's use of bonuses and/or the Company is also entitled to cancel said or any other bonuses
22. In the event that more than one real money bonus or any excess payment is accidentally paid to a qualifying Client, the Company reserves the right, without prejudice to any other rights under the Bonus Terms, to seek return of the amount of any additional real money bonus or payment from that Client's Personal Account.
23. To protect against unfair use of bonuses, the Company reserves the right, at its sole discretion, to apply a maximum bet with bonus funds per round per any valid game and the triggering deposits relating to bonus funds. Any Client found to be abusing such maximum bet limits will lose the entire bonus including any remaining bonus funds and any winnings earned from it.
24. The Company accepts no liability in relation to the Client's participation (or inability to participate) in any Promotion, including without limitation any use (or inability to use) any prize to the maximum extent authorized by law, except that the Company does not exclude its liability for personal injury or death caused by the Company's negligence or for fraudulent misrepresentation or any other liability that may not be limited or excluded by law.
25. If any Promotion cannot be executed as planned to include due to technical problems or circumstances beyond our control, the Company shall incur no liability and no bonus, payment or prize will be awarded.
26. The Company is entitled to alter, discontinue, or terminate any Promotion or any aspect of it at any time, with or without notice, for any reason, including without limitation if there are any printing, production, distribution, or any other error in any Promotion communication or on Website, or any error in the preparation for or conduct of any Promotion affecting the result of Promotion or the number of participants or the value of claims.
27. The Company's decision on all or any matters shall be final, and no correspondence shall be entered into.
28. The laws of Curaçao apply to all Bonus Terms. Any disputes or conflicts between the Client and the Company related to or arising of Bonus Terms or any Promotion shall be dealt by the courts of Curaçao.



29. If these Bonus Terms or any applicable Specific Terms are translated into a language other than English, the English version shall prevail where there is any inconsistency.
30. For any questions related to Bonus Terms, please contact our support service by Live Chat or email to [support@bongo.gg](mailto:support@bongo.gg).

#### **G. PLACING BETS**

1. Bets shall be accepted in the amount not exceeding the current balance on the Personal Account.
2. If You do not have sufficient funds in your Personal Account, you will be unable to place a Bet. Part-pays and/or payment for preceding period and/or payment delay are not allowed. Monitoring your Personal Account, balance and amounts necessary for making payments, fees and charges withdrawn during deposit is the responsibility of the player.
3. Unexpected technical problems or circumstances outside the control of Company such as technical problems with third party providers allow Company to cancel Bets and give refunds to players within deadlines established by the Company. Where a game is stuck in a state where it cannot be finished, for example, a connection loss while playing, Company has the right to "clean up" such Bets at a regular basis and refund the Bet/wager to the player's Personal Account. This is performed on a monthly basis. If the game has been aborted or miscarried on the server, the player will be refunded.
4. The terms of Bets are not fixed, therefore, before making a transaction you should review the up-to-date terms of Bets. Changes in Bet terms shall not apply to previously registered Bets. The minimum and maximum deposit amount may be limited by the Company and we will notify the Client about this on the deposit page of the Website.
5. Additional sportsbook rules apply. Player should introduce himself to sportsbook rules before placing bets. Sportsbook rules can be found below.

#### **H. DEPOSITS AND PAYMENT METHODS**

1. Company is using the service of BMGate Ltd (company number: HE347217, having its registered office at: Agias Fylaxeos & Christoforou Perraivou, 2 KALIA COURT, 4th floor, Flat/Office 301, 3025, Limassol, Cyprus), who operates as a payment intermediary.
2. All available payment methods (including via mobile applications) are described on the Website and can also be accessed from the link.
3. The Personal Account can be deposited in currency selected at the first deposit. Subsequent changes of the selected currency are not available.
4. The Website, and including the service available on it, is not a payee and does not provide payment services. All payments are made through payment intermediaries and/or payment systems (list of payment methods). Payments by other means will not be deemed to have been properly made. The Client is liable for all losses and damages arising out of such failure.
5. For payments onto the player's Personal Account, a minimum that depends on the payment system applies. Please refer to the payment page in order to find out what minimum deposits apply to your payment system. If a deposit is made that is below the required minimum, it will be impossible for us to accredit the funds to the account. This applies to all payment methods, including cryptocurrency deposits
6. The funds shall be charged to the Personal Account:
  - 6.1. after successful e-mail/SMS verification,
  - 6.2. using the methods listed on the Website subject to the restrictions the Company may impose on any method from the list,
  - 6.3. in the payment currency used by the Client to replenish the Personal Account. In this case, the balance on the Personal Account will be reflected in the currency selected by the Client in the account settings and will be an indicative value the amount of which will depend on the quotations set on the financial market,
  - 6.4. to the extent the Client acts as a player and is the payee,
  - 6.5. in case all the rules of the Agreement have been observed.
7. The Client is responsible for all fees in respect to the Internet connection, his or her computer and related communication equipment.
8. The Client does not have the right to make a payment in the event that he is located in a Restricted or Prohibited Territory wherein gambling is prohibited.
9. Depositing money into the Personal Account will be made from one (1) to five (5) business days from the moment of actual receipt of funds to the accounts of the Company.
10. Client funds are protected in the event of insolvency by segregation of funds in a separate bank account. Furthermore, the Company's bank of choice ensures that Client funds are not subject to the enforcement, seizure, or execution of any claim against the Company and these funds are not considered to form part of the Company's assets in the event of insolvency.

11. Company is not a financial institution and does not grant interest on deposits. Company is unable to provide advice on fiscal or legal matters. Each player assumes full responsibility as to choosing most suitable payment methods and currencies.
12. Company reserves the unlimited right to apply certain restrictions to the payment methods in selected countries and/or for certain players.
13. In case of Cryptocurrency deposits, the Client must use the wallet credentials valid at the time of deposit as the Company may change wallet credentials and wallets from time to time for security reasons. The Client must not use the same wallet address for deposits as used before without prior confirmation from the support team of the Company. If the Client fails to contact the support team prior to the deposit of the funds, the funds may be lost and not accredited to the Personal Account of the Client.

## **I. PAYING OUT**

1. The player may request a pay-out of his winnings from his own Personal Account at any time.
2. Please note that all deposits and pay-outs may be subject to an administrative fee of up to 5% to cover any transaction expenses incurred.
3. The player will not be reimbursed in arrears for any differences between the amount credited and the amount debited from his credit card resulting from exchange rate fluctuations and bank charges by the bank issuing the credit card. Details on recovered charges can be accessed from the Transaction history page. For our casino offering pay-out ratios apply. In order to review specific pay-out ratios per game players may refer to the "Help/FAQ" menu (section payout/ payout ratio casino) or to the return to player rates (RTP) listed by the provider within the individual game frame. The term pay-out ratio or RTP refers to the relationship between stakes and winnings. It is based on settings of the random number generator and will be achieved on a long-term and average basis. Generally, the pay-out ratio of casino games offered by Company exceeds 95%. In any case, Company reserves the unlimited right to apply certain restrictions to the payment methods in designated countries and/or to certain players at its sole discretion. As a general rule, all funds that have been paid in the Personal Account, shall be paid out in the same manner (credit card, bank transfer, etc.) as the deposit occurred if supported by payment provider. If the Company has terminated this Agreement, then available funds on the balance free from any liabilities to the Company or other third parties will be paid out to the payment system used for depositing or any other at the sole discretion of the Company.
4. In case any refund is required to be made by the Company, it will only be made to the same account or using the same means of payment the funds were deposited with only in case the refund is required due to breach of the Agreement by the Company. In case that is not possible due to the limitations of the payment means provider - no refund of the deposits is possible.
5. Company has the exclusive and unfettered right to rule that withdrawals may be made only by bank transfer in order to validate the identity of the player.
6. The time for the withdrawal to be finalised may vary due to the circumstances but a withdrawal attempt should be approved or denied within 5 business days. A player shall be informed about reasons for any delay if the time for the money to arrive at the players account exceeds ten (10) business days.
7. Company reserves the right to charge a processing fee on any deposits which were not, or only partly, spent on play, should the player wish to withdraw the funds. Such processing fees may amount to up to 10% of the amount deposited.
8. Funds or balances on a Personal Account of one player cannot be transferred to a Personal Account of another player.
9. If the player incurs any extra costs in the course of the payment transaction, (e.g. upon paying out, paying in, payment of processing fees) e.g. due to retransfer to credit cards, higher transaction costs in the case of foreign bank transfers, etc., Company is entitled to charge the player's Personal Account with these additional costs. Likewise, costs arising from returned transactions for which the user is responsible (e.g. due to a wrongly stated account number, insufficient credit on the account, etc.) must be reimbursed by the holder of the account.
10. For withdrawals from the player's Personal Account, a minimum of EUR 20 applies. Minimum pay-out limits in all other currencies in use from time to time are listed on the payment section of this site. The maximum daily gain for one player for sports betting wins payable by Company is EUR 15,000 or its equivalent in another currency. The maximum amount that can be withdrawn from casino wins is 60,000 EUR per player per month. The Company may limit the withdrawal limit to 50,000 EUR per month in case the player wins per a single win more than 50,000 EUR or an equivalent sum in a different currency, unless stipulated differently in the Agreement. The daily, weekly, and monthly limits of withdrawal can be revised and changed by the Company on a case-by-case basis. Exceptions to these withdrawal rules can be made upon the discretion of the Company.
11. Finally, Company reserves the unfettered right to deduct a 5% service fee at its discretion from winnings in sports-betting achieved by players residing in selected countries. This service fee will be deducted prior to the winning being credited to the player's account and covers additional expenses for enabling the player to access our gaming services and play on our site.
12. The funds will be withdrawn from the Personal Account up to five (5) business days after the Company receives the Client's request, provided the following terms are met:
  - 12.1. the Personal Account has enough funds for withdrawal including the fees charged by financial institutions,

- 12.2. the withdrawal request includes the method, currency, and account number used by the Client upon depositing monies into a Personal Account,
  - 12.3. the withdrawal request contains all information required to make a money transfer,
  - 12.4. the Client is a player and a payee of monies,
  - 12.5. the funds on the Personal Account were used in pursuance of this Agreement,
  - 12.6. verification of the Client was successfully completed if such verification was requested by the Company,
  - 12.7. no force majeure occurs.
13. Additional terms and rules on withdrawals can be accessed from the Website.
14. If Company mistakenly credits a player's Personal Account with monies including any winnings that do not belong to that player, whether due to a technical or human error or otherwise, that amount will be considered to be the property of Company and will be transferred out of your Personal Account as soon as possible after Company becomes aware of the erroneous payment. If prior to Company becoming aware of the error a player has withdrawn funds that do not belong to the player, without prejudice to other remedies and actions that may be available at law, the mistakenly paid amount will constitute a debt owed by the player to Company. In the event of an incorrect crediting, the player is obliged to notify Company immediately by email.

## **J. INVALIDATION OF TRANSACTIONS/FRAUD/ANTI-MONEY LAUNDERING**

1. Company reserves the right to block or close any Personal Account at any time and to cancel or declare as void transactions in its sole discretion if the following conditions apply:
  - 1.1. Company detects transactions with irregularities that may negatively affect the processing of payment transactions and/or which gives rise to the suspicion of a violation of the Terms (e.g., the name and address of the player do not match the name and address associated with the credit card, or other mode of payment, used by the player).
  - 1.2. Company considers that the player has violated any other regulation contained in these Terms, the rules of the game and specific rules as applicable from time to time. Any decision of Company regarding the invalidation of transactions and the blocking or closure of Personal Accounts shall be binding upon the player. Any such decision is within the sole discretion of Company, does not require any justification towards the player and may not be contested by the player. In the circumstances referred to above, Company shall also be entitled to withhold and/or retain any and all amounts which would otherwise have been paid or payable to the player.
  - 1.3. Company considers that the player used the products and services offered on the Website in an inappropriate manner or has deliberately cheated or taken unfair advantage of Company or any of its other players.
  - 1.4. Company considers that the player used the products and services offered on the Website in a fraudulent manner and/or for illegal and/or unlawful or improper purposes.
  - 1.5. Player used devices such as robots or other artificial assistants, external programs or mathematical techniques or any manipulative strategies that distort normal gameplay and gave the Client an unfair advantage and did not leave place for chance (especially in roulette games).
2. For fraud prevention purposes when making payments, including by bank cards or by other payment means, disputing the payments by third parties and investigating such cases, the Company can verify all payments. In such case the Client must provide upon request the following documents:
  - 2.1. for establishing your identity and/or verification of your age, your identification documents,
  - 2.2. for verification of your address, a bank statement, utility bill, or other documents,
  - 2.3. for the validation of a payment transaction or a withdrawal of funds, the documents requested by our partners - payment systems or agents, in accordance with the professional requirements for combating money laundering and illegal financial transactions.
3. All of the funds deposited to a Personal Account need to be used in the services provided by the Company at least once before they can be withdrawn. If the value of a deposit is not played through in full before a withdrawal is requested, or there is any evidence of a series of bets/wagers placed which results in guaranteed player profits irrespective of the outcome, or where all the betting/wagering is determined to be low risk, Company reserves the right to request a receipt showing proof of betting/wagering with non-low risk before any withdrawals are processed.
4. Upon the Company's request, the Client shall provide other documents necessary for the verification of payment (including in the case of a request for a refund). The performance of the refund request can be postponed and/or not satisfied if all the documents necessary for such performance are not provided, or there are claims of third parties for the amounts on the Personal Account (for example, a return payment on the payment system). If the requested documents are not provided, the Company has the right to suspend the provision of services, including by blocking access to the Personal Account. Also if the payment system used by the Client does not allow for refunds then in order to process the refund application by the Company, the Client needs to provide alternative means of payment for the refund that is accepted by the Company.
5. Verification process usually may take up to 5 business days, in rare cases more than 5 business days.
6. Cardholder must retain a copy of transaction records and merchant policies and rules.

7. Company takes any form of fraudulent activity of players very seriously. Any fraudulent activity, as determined at Company's sole discretion, is strictly prohibited. Fraudulent activity may include, but is not limited to, stolen credit cards, transfer of funds to other player accounts (chip dumping), forgery, collusion, the use of impermissible software tools, the provision of false registration data or other requested information, etc. In addition to any other remedies provided under these Terms or the applicable game rules, Company reserves the right to pursue claims for criminal prosecution and/or civil damages concerning any fraudulent activities. Players involved in any form of suspected fraudulent activity and any suspicious transaction will be reported to the appropriate authorities. Company is requested to do so by the police, any regulatory authority or court and/or Company considers that any of the events referred to above may have occurred or are likely to occur.
8. The Company sometimes receives chargeback requests from issuing card providers in relation to Clients and Personal Accounts. This occurs when a Client claims that the relevant transaction was not undertaken by the Client. If this is claimed by you to your card provider, we have the right to suspend Personal Account whilst we investigate the chargeback. If a chargeback request is received, we will contact you to confirm the transaction / investigate the chargeback request. Reminders may be sent should the requested confirmation not be received. If we are unable to contact you, your Personal Account may remain suspended or be closed. Sadly, not all chargeback requests are valid and can, when made without basis, constitute a fraud / attempted fraud against the Company. In the case of invalid or false chargeback requests, we will close your Personal Account and freeze the funds.
9. Company is committed to ensuring that the current regulations against money laundering and the financing of terrorism are strictly adhered to. This commitment implies that sophisticated tools have been put in place to continuously monitor and minimize operational risks. The depositing of funds obtained illegally or by improper means is strictly prohibited. Any Client activity on the Website will be monitored and assessed to this effect. Suspicious activity will be reported instantly to the authorities in charge. By accepting these terms and conditions the player acknowledges that he may deposit money into the Personal Account only in order to play and use the services offered. Likewise, the player may only withdraw winnings and not the funds deposited into the Personal Account. Players who deposit and withdraw without gaming activities will have their funds blocked until investigations have been concluded and incur a processing fee of up to 10% of the deposited amount.

#### **K. FORCE MAJEURE**

1. The parties shall be relieved from liability for failure or improper fulfillment of their obligations arising out of this Agreement due to force majeure, including, without limitation, natural disasters, fires, anthropogenic accidents or disasters, accidents on engineering structures or utilities, DDOS attacks, mass disorders, military actions, acts of terrorism, riots, civil commotion, strikes, economic and political crises, regulations of state, pandemic and local authorities preventing the Parties from fulfilling their obligations hereunder, waiver by third parties of their obligations, i.e. extraordinary and insuperable circumstances under given conditions occurring after the effective date hereof.
2. If the Company assumes there are any force majeure circumstances, it may without any preliminary approval:
  - 2.1. suspend accepting Bets;
  - 2.2. suspend accepting clients' orders;
  - 2.3. suspend or change the application of some or all provisions of this Agreement that cannot be implemented due to force majeure;
  - 2.4. block the Personal Account.
3. Save as directly provided hereunder, the Company shall not be held liable for any damage or losses incurred because of its failure to perform or improper performance of any contractual obligations as a result of force majeure.

#### **L. INTELLECTUAL PROPERTY**

1. The player acknowledges that the software, gaming system and all material which is visually or audibly presented to the player by Company is entirely the property of Company or its licensor and that the player has no rights or claims whatsoever to any such intellectual property.
2. For the avoidance of doubt, data mining or scraping from Company's Website without the express written permission of Company is not permitted.

#### **M. PERSONAL DATA PROTECTION**

1. Company is committed to the protection of players' personal data. Personal data means any information relating to an identified or identifiable individual. For further information on how Company processes personal data as well as players' rights upon their data, players are referred to the Company Privacy Policy. The processing of players' data on Website complies with all applicable data protection regulations including the European General Data Protection Regulation.
2. Notwithstanding Company's commitment to the protection of players' personal data, under no circumstances shall Company be liable for any damages caused by any incorrect, delayed, manipulated/rigged or abusive transfer of data via the internet. Company will take appropriate action in order to protect the user data stored by Company, but Company will not be liable if third parties obtain control of, or process user data information despite of all precautions taken. It is agreed between the contract partners that no claims for damages may be asserted against Company in any such cases.
3. The processing of data for online gaming requires the use of codes (username and password) chosen by the player himself. Username and password chosen by the player shall be robust enough and kept secret. The player shall at all times remain responsible for maintaining and protecting the secrecy of his Personal Account, the username, and any password. Players must not allow third parties access to use their Personal Account.
4. Company will not be liable for any abuse of the betting account through the use of the player's username and password by third parties. Furthermore, Company shall not be liable and shall be held harmless for any losses incurred by a player due

to the use of the betting account by any third party and any such losses shall not be refunded by Company. We explicitly state that the username and the password must be kept secret and confidential by the player as all transactions via the account for which the username and password is entered, will be for the account of the player.

5. Where registration of a Personal Account is made possible, or easier, for users through a third-party site or app with which Company is integrated, personal data inserted by a user into that third party site or app may be visible to that third party and a user may be required to agree to that third party's use or storage of his data. In any event Company makes it a condition of its agreements with third party suppliers that such third parties' use of personal data obtained by virtue of their agreement with Company is strictly in compliance with applicable data protection laws.

#### **N. COMPLAINTS AND DISPUTE RESOLUTION**

1. Any complaints or queries relating to the handling of player affairs on [www.bongo.gg](http://www.bongo.gg) shall be addressed to [complaints@bongo.gg](mailto:complaints@bongo.gg). The Company shall confirm receipt of the Client's complaint by e-mail to be sent within seven (7) business days from receipt of the complaint.
2. Company will make every effort to resolve the player's complaint within 20 business days subject to verification compliance of the player presuming the player has responded sufficiently to any of the Company's additional requests for information or compliance. If any complaint has not been resolved to the player's satisfaction, the player may request that the complaint be escalated.
3. Clients' complaints shall be considered based on the information available to the Company and the official sources of sport events. Information provided by other competing companies shall not be taken into account or considered.
4. The Client undertakes to comply with the following obligations:
  - 4.1. to notify the Company within seven (7) calendar days after the session date, that he disagrees, as a complaint, with the outcome of a specific Game of Chance, the complaint with respect to a Bet shall be submitted within seven (7) business days after the person learned or must have learned about the alleged infringement of rights.
  - 4.2. to notify Company within one (1) calendar month after the session date, that he disagrees as a complaint with any other matters, not directly related to the outcome of a specific game of chance, however, in relation to his Personal Account, such as but not limited to matters of pay out, suspension and the calculation of bonuses,
  - 4.3. to refer any unresolved disputes to a binding out of court dispute resolution, arbitration or court proceeding of the applicable jurisdiction within three hundred and sixty-five (365) days after the session date.
5. Company undertakes:
  - 5.1. not to transfer any claims of the Client or elements related to such claims as, however, not limited to: Personal Accounts, credits, funds, winnings and entitlements,
  - 5.2. to resolve the Complaint by means of non-binding and voluntary mediation,
  - 5.3. to refer any unresolved disputes to a binding out of court dispute resolution, arbitration or court proceeding of the applicable jurisdiction.
6. The Party claiming an infringement upon its rights may send a complaint to the other Party's e-mail.
7. Any disputable situations arising between the Company and the Client shall be settled out of court.
8. If the complaint is regulatory in nature and does not have a transactional element, the player may within reasonable time file a complaint with the Gaming Services Provider N.V. by identifying themselves by a declaration of a notary. Gaming Services N.V. does not accept complaints unless a complaint has properly been launched with the Company first and also from individuals or organizations who bought or were assigned a claim of a player.
  - 8.1. The information that will be shared and displayed in the communication with Gaming Services Provider N.V., the Company and the Client shall be deemed, from hereinafter, "Confidential."
  - 8.2. Confidential information shall not be shared with any third party that is not party to the communication.
  - 8.3. If Confidential information is shared by the Client with any third party who is not a party to the communication, the Company may hold the Client liable for any type of damages the sharing of the Confidential information causes to the Company.
9. In disputable situations having no precedents, the Company shall reserve the right to make decisions based on its accumulated knowledge and experience.

#### **O. LIABILITY/INDEMNITY**

1. Company and/or its vicarious agents shall be liable for any damages beyond the boundaries of product liability law only if deliberate intent or gross negligence can be proven according to the relevant legal provisions. Any liability for minor negligence, the refunding of consequent damage and financial losses, lost profit, lost data, lost interests and of damage from claims by third parties against the user shall be excluded. The liability of Company and its vicarious agents is limited to the extent possible by law. Company does not accept any liability for any and all circumstances beyond its control (force majeure, etc.).
2. Company is not liable for any player content. The player grants that any content contributed by the Player is in compliance with any applicable law. Company reserves the right to delete content violating any applicable law and/or these Terms. Company reserves the right to hand evidence over to law enforcement agencies upon court orders or summonations by authorities, and whenever there is a legal obligation to do so.

3. Company does not assume any liability for input, transmission and/or evaluation errors. Company is entitled to rectify any obvious errors such as incorrectly entered odds for sports-betting and correct errors in the evaluation of results and declare the affected bets void. Company does not accept any liability for the website or the games remaining completely or partially functional and without interruption, for potential programming faults and/or for the correction of errors.
4. By agreeing with the terms of this Agreement, you confirm that you understand that neither the third party processors, which BMGate Ltd uses to process the payments made by the Players, nor any of its affiliates nor any of its brands, have made or will make any warranty nor representations as to the goods and/or services provided by the Company and the processors and that the processors and its affiliates shall not be liable whether in contract, tort (including negligence), for breach of statutory duty, or otherwise for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising out of, or in connection with the products and/or services the Company provides. Moreover, regarding the business relations between BMGate Ltd and the processors, it is hereby declared that their activities are exclusively those related to payment processing.
5. Company accepts no responsibility for the accuracy, completeness, or timeliness of the contents of the information services, including, but not limited to the result notifications delivered via email and SMS. Likewise, all data in the live scores, statistics and intermediate results of the live betting product are subject to change. For further information about the rules concerning promotion/bonus offers applying to sportsbook, casino, live casino, and virtual sports, please refer to the respective rules.
6. Furthermore, Company cannot accept any liability for viruses that may harm the Website and the connected servers or other damaging components that might damage computer hardware and/or user software. Likewise, Company will not accept any liability for the functionality or dysfunctions of Internet browsers. Unless the player uses Internet Explorer version 11 or higher, Firefox version 79 or higher, Chrome version 83 or higher or Safari version 13 or higher, we cannot guarantee the correct transmission or proper functionality of the Company site.
7. The Company provides information pertaining to sport events, including, but not limited to, news, interviews with experts, and research results, for information purposes only. The Company shall not be responsible for the validity of this information or the Client's decisions relying on it.
8. Company assumes no liability in case of changes in exchange rates or in case of failure by bank or other financial institutions to meet their obligations to the Company and/or to the Client.
9. Company is not a financial institution and is unable to provide advice on fiscal or legal matters. Therefore, Company may not be held liable and shall be held harmless by the players for any loss, damage, loss of profits, fees, costs, and any other disadvantage that a player may incur in connection with his use of the services and products offered by Company, unless stated otherwise this Agreement and the applicable rules for specific services and products as amended from time to time.
10. Company assumes no liability from any actions/omissions or orders of the Client within the framework of this Agreement.
11. In case of a violation of this Agreement or any other provisions applicable to the use of the gaming or betting products on the Website, the player is obliged to indemnify Company and hold Company harmless against all resulting claims of third parties and all claims for the refund of losses, costs, damages, or any other disadvantages arising thereof. In particular, the player shall hold Company, its shareholders, its employees, officers, directors, licensees, distributors, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, consultants, and agents harmless and shall indemnify the same fully from any and all costs, expenses, liabilities, and damages which may arise as a result of any of the following activities:
  - 11.1. entry, use, or re-use of the Company gaming or betting products,
  - 11.2. use of any materials related to the Company gaming or betting products,
  - 11.3. entry, use, or re-use of any server used by Company,
  - 11.4. participation in any game or bet provided by Company,
  - 11.5. the acceptance of any pay-out/prize from any service/product of Company; or
  - 11.6. the breach of any warranty given by the player under this Agreement or the rules applicable.
12. The Company shall not be responsible for any damages or losses incurred by the Client in the following instances without limitation:
  - 12.1 hardware, software, or communication failures on the Client's side;
  - 12.2 failure by the Company to meet its obligations as a result of force majeure;
  - 12.3 failure by bank or other financial institutions to meet their obligations to the Company and/or the Client;
  - 12.4 access by third parties to telephones, e-mails, personal data, information about the client account or the Client's password resulting from the Client's negligence in their handling or faults in the communication means used to transfer the same;
  - 12.5 changes in exchange rates.
13. The Company does not control nor assume any responsibility for any third party websites that contain illegal or defamatory content and that might include a link to our websites or URLs. The Company does not accept any responsibility from third party websites that contain content such as, but not limited to:
  - 13.1. Adult Entertainment;
  - 13.2. Child Pornography;

- 12.3. Drug Paraphernalia;
- 12.4. Internet Gun Sales;
- 12.5. Unlicensed Forex brokers;
- 12.6. Sexual Encounter Firms;
- 12.7. Unlicensed Money Transmitters;
- 12.8. Ammunition Sales;
- 12.9. Escort Services;
- 12.10. Firearms/Fireworks Sales;
- 12.11. Government Grants;
- 12.12. Home Based Charities;
- 12.13. Loans or other financial services;
- 12.14. Pharmaceutical Sales;
- 12.15. Pornography;
- 12.16. Telemarketing;
- 12.17. Tobacco Sales.

#### **P. LEGALITY AND TERM**

1. Online gambling and betting may be illegal under the laws of your country of residence or location. In such cases, the player may not make use of the services of Company. Company will not assume any liability in this respect and will not reimburse the player for any disadvantages suffered by him as a consequence of the violation of any legal provisions that may be applicable. The player shall ensure that he acts in accordance with the statutory provisions applicable to him from time to time.
2. Company prohibits gameplay from players from the Prohibited and Restricted Territories.
3. In case of violation of statutory requirements including a violation of legal prohibition to use any products or services offered by the Company will result in the immediate closing of the respective Personal Account.
4. Either party may ordinarily terminate this Agreement with a preliminary written notice sent to the other party ten (10) business days in advance, except if otherwise stipulated in the Agreement. Termination of this Agreement shall not affect the Bets opened before its termination for which no results were calculated, or the initiated replenishment or withdrawal operations on the account, or any other rights or obligations that arose before the termination date hereof. Within the terms defined above, Client shall send such written notice to our support service by email to [support@bongo.gg](mailto:support@bongo.gg) or in the Live Chat to notify Company of termination of this Agreement. To send a message in the support Live Chat, Client should enter to its Personal Account, select Live Chat from the menu and send a message. Refunds in connection with termination of the Agreement are subject to the rules set out in section I of these Terms and Conditions.
5. The Company may unilaterally terminate this Agreement without a preliminary notice to the Client by cancelling all registered Bets and closing the Personal Account, if the Company has grounds to believe that the Client violates any provisions of this Agreement or commits, or attempts to commit, any illegal actions.
6. The Company has a right to terminate this Agreement without a preliminary notice and without giving additional explanations. In such a case the funds free from any liabilities to the Company or to other third parties will be paid out using the payment system that was used when depositing the funds by the Client or through any other means decided in the sole discretion of the Company.
7. After this Agreement is terminated, provided the Client is not engaged in any unlawful activities or attempts thereof, the funds are free from any liabilities to the Company or other third parties shall be returned from the Personal Account to the Client by any means convenient for the Company.
8. The Company reserves the right to assign or otherwise lawfully transfer this Agreement and all of its rights and obligations arising from this Agreement to a third party. In case of transfer of the Agreement, the Company will notify all Clients concerned by the transfer.
9. The Company may at any time choose to wind up its business in one or multiple jurisdictions. The Company shall notify the relevant regulator and terminate all Agreements in jurisdiction(s) that is (are) concerned by the winding up of the business. Section P subsection 6 is applicable in case of winding up the business for the Clients concerned.
10. The Client is prohibited to transfer or sell their accounts to another person. This prohibition includes the transfer of any assets of value of any kind, such as however not limited to ownership of accounts, winnings,

deposits, bets, rights and/or claims in connection with these assets, legal, commercial or otherwise. The prohibition on said transfers also includes however is not limited to the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, foundation and/or association in any way shape or form.

#### **R. SEVERABILITY**

1. Each clause contained in these Terms shall be separate and severable from each of the others. If any clause is found to be void, invalid, or unenforceable for any reason whatsoever, the remaining clauses shall remain in full force and effect.

General Terms and Conditions last update: 1 March 2024



## **Bonus Terms & Conditions Casino**

### **1. General provisions**

1.1. The below terms and conditions (hereinafter: "Bonus Terms and Conditions") shall apply to all Bonuses, Free Spins and any type of special offer or promotion that may be granted by Bongo to a customer (hereinafter "Bonus, Bonuses").

1.2. These Bonus Terms & Conditions are subject to the conditions detailed in the general "Terms and Conditions" (hereinafter: the "T&Cs") appearing on the Company website. In the event of any conflict between the Bonus Terms and Conditions and the T&Cs, the Bonus Terms and Conditions shall prevail.

1.3. In the event of a conflict between the Bonus Terms & Conditions and the specific promotion terms, the specific promotion terms shall prevail.

### **2. Participation in the promotion**

2.1. By clicking the "participation" button (by this word or another denoting participation), or by accepting the Free Spins/Cashback you automatically confirm your participation and agree to the terms and conditions of the promotion and the Bonus Terms and Conditions.

2.2. Once you have entered the campaign, canceling the campaign will no longer be possible. The Bonus remains active until the wagering requirements are fulfilled or the bonus expires.

2.3. You can participate in several promotions at the same time, and the winnings from all bets will be credited to the bonus account linked to the first activated promotion.

2.4. You cannot use Live Casino and Slots specific bonuses in the Sports section on the Company website. If you do so, your bonus wallet can be canceled and all of the funds will be deducted from your account.

2.5. The company reserves the right to refuse participation in the bonus program to any person.

2.6. The company reserves the right to change or cancel the effective terms and conditions, as well as to refuse participation in the bonus program to any user at any time without prior notice.

2.7. If the company becomes aware of any fraudulent activities aimed at promo or bonus abuse, the users and their accounts will be denied from participating in this and any subsequent promotions.

2.8. Bonus abuse includes but is not limited to:

- breaching the Terms & Conditions of a Bonus or other promotional offers;
- opening multiple accounts to claim multiple bonuses;
- allowing a person other than the account holder to place bets from that account whilst a bonus is active.

2.9. Using methods, techniques or software which allow a user to gain an advantage over other users and/or the bonus system are prohibited and considered abuse. All bonuses are meant for non-professional and entertainment purposes only.

### **3. Bonus crediting and wagering requirements**

3.1. Bonuses are limited to one instance per user, IP address, electronic device, household, residential address, telephone number, payment method, email address and any public environments where computers and IP addresses are shared such as, but not limited to: universities, schools, libraries and workplaces.

3.2. Some Live Casino and Slots bonuses can automatically expire if the user's balance is null for 15 minutes. In such cases, all wins, which were credited after 15 minutes, will be deducted from the user's balance. If the user makes a deposit within the 15-minute period, when the bonus is not completed or has not expired, new winnings will be automatically credited to the bonus account. To find out how long the bonus will last for, check the bonus-specific rules.

3.3. Users are excluded from all deposit bonuses when using any of the following payment methods: Skrill, Neteller, Pay4Fun, (including the Welcome Bonus).

3.4. Bonuses do not apply to any deposits in Cryptocurrencies.

3.5. Bonuses are credited with a wagering requirement, which needs to be completed within the time specified. If a user has an active Bonus, the withdrawal option will be disabled until the bonus wagering conditions have been met or the bonus has expired.

3.6. The bonus amount is displayed under the special bonus account.

3.7. In order to fulfil the wagering requirements, both bonus and real money funds can be used, however, please note that real money funds will be used first.

3.8. Winnings from all bets made both from real money, as well as from bonus money are credited to the bonus account while the bonus is active.

3.9. If wagering hasn't been completed by the deadline, bonus funds and all winnings from real or bonus funds will be forfeited and deducted from the user's balance. Such deductions are final and determined solely by Bongo.

3.10. When participating in two or more promotions, the wagering is counted towards the first activated promotion.

3.11. The maximum bet amount counted toward wagering requirements, cannot exceed the amount of added bonus. Should a placed bet be higher than a bonus amount, only the latter will contribute toward wagering requirements. For example, if a user has been credited with a €10 bonus and said user places a €20 bet while having an active bonus, only €10 of this bet will be counted toward the wagering of this bonus. Violation of the maximum bet bonus rule may result in a bonus and derived winnings being voided.

3.12. Placing a safe bet, such as betting on red and black on roulette with an active bonus is prohibited and may result in any gained bonus funds and winnings, from the initial bonus, being made null and void.

3.13. The maximum amount that will be transferred to your real money account after wagering cannot exceed the sum of all bets placed from your real money account that were made during the wagering period and the bonus multiplied by a certain multiplier that depends on the specific promotion you agreed to. To find more information about the specific promotion you agreed to, press on the details button.

3.14. All winnings from non-deposit Free Spins WITH a wager are credited to the bonus account. The bonus amount must be wagered 50 times.

3.15. All winnings from non-deposit Free Spins WITHOUT a wager are limited to a maximum of €50 (or currency equivalent).

3.16. The Bonus can be wagered on all games of the Live Casino and Slots sections of the site, excluding the games mentioned in the Bonus Rules page.

3.17. Each game category contributes differently to the fulfilment of the wagering requirements as specified below:

- Slots 100% (excluding the games from this list below)
- Live casino 10% (excluding the games from this list below)
- Table games 0%

## Casino and Live Casino Rules

Updated on 19 February 2024

### 1. General

- 1.1. These rules govern the provision of casino games, live casino and virtual sports for „real“ money use by Rozert N.V. through [bongo.gg](https://bongo.gg). Rozert operates the brand Bongo.
- 1.2. Rozert N.V is a company incorporated under the laws of Curacao, company number 156146, having its address at: Hanchi Snoa 19, TRIAS Building, Willemstad, Curacao. Rozert N.V operates under the Gaming Service License, issued by Gaming Services Provider N.V. Rozert N.V is hereinafter referred to as the Company.
- 1.3. When participating in any of the above-mentioned games, each player agrees to these Casino or Live Casino Rules and the General Terms and Conditions of Bongo apply.
- 1.4. The player acknowledges that casino games and live casino amount to gambling, that the risk of losing money is implicit, and that his involvement is entirely voluntary. On the other hand, there is no right to participation on the side of the player and he accepts that the Company is entitled to restrict, limit or block the access of certain players at his own discretion.
- 1.5. For any questions concerning these Casino and Live Casino, please refer to [support@bongo.gg](mailto:support@bongo.gg).

### 2. Rules for the Bongo Casino and Live Casino

- 2.1. The Company makes available to the player is owned by third parties, namely by all gaming services providers as listed in the General Terms of Conditions. All of these software systems are protected by copyright and protection of intellectual property laws. The player may use the software only for personal and recreational purposes in accordance with all applicable laws, rules and regulations.
- 2.2. In certain jurisdictions Jackpots Games are offered. The player acknowledges that the information given by the jackpot display during the game is updated on a regular basis but, is not in real time. Therefore, the displayed value may not be 100% accurate. After the jackpot has been won, the exact amount will be calculated according to the number of rounds played up to the moment when the jackpot is won.
- 2.3. The player is not allowed to use any error, virus, bug, defect or inconsistency ("bug") in the software for his own advantage, or to the disadvantage of other players, at any time. Furthermore, the player undertakes to report any such bug to customer service immediately upon discovery of the same.
- 2.4. Any person acting in breach of these rules or any other terms and conditions applicable to the Bongo Casino or Live Casino may be disqualified from participating in general, as well as from special promotions, special offers or bonuses without further notice. If it is determined by the Company that funds won by the player were from an account that had obtained these winnings fraudulently and in breach of these Casino or Live Casino Rules, the Company reserves the right to retain those funds. Any player involved in any form of suspected fraudulent activity will be reported to the authorities in charge.
- 2.5. The Company operates casino products in which the player takes part either in the "play for fun" mode, without staking any money, or as a real money player in the "play for real" mode, staking money. In order to play for real money, a Bongo Account needs to hold sufficient credit.
- 2.6. The Company operates live casino products only in the "play for real"-mode in which the player takes part as a real money player staking funds. A "play for fun" mode without staking money is not possible.
- 2.7. In order to play casino or live casino, the player needs to credit his Bongo account by using one of the payment methods offered by the Company. The minimum stake for casino games depends on the game provider and should be checked individually for game provider. Winnings need to be withdrawn from the Bongo account by requesting a pay-out transfer.
- 2.8. For detailed game instructions players are referred to the individual description provided when uploading any game in Bongo Casino or Live Casino.

### 3. Disclaimers

The use of robotic, mechanical, electronic, or other devices and artificial assistants to automatically make playing decisions in any game, whether as a guest or real player is strictly prohibited save where such devices are provided, or specifically authorized in writing by the Company. Any use of such prohibited mechanical, electronic devices and artificial assistants may result in sanctions, at sole discretion of the Company, including exclusion from further play and funds can be forfeited.

### 4. Severability

Each clause contained in these rules shall be separate and severable from each of the others. If any clause is found to be void, invalid, or unenforceable for any reason whatsoever, the remaining clauses shall remain with full force and effect.

## Sportsbook Rules

Updated on 19 February 2024

- 1 Fixture: An event on which bets can be placed.
- 2 Period: A defined portion of a fixture.
- 3 Competitor: An individual taking part in a fixture.
- 4 Settle: The conclusion of a bet, at which point the payout is made based on the result of the market.
- 5 Result: The outcome of a market.
- 6 Action: A bet "has action" as long as its conditions are met. Action means that a bet will be settled with a final result.
- 7 Void: Refund a bet for any reason. Most commonly when it can't be resolved because of something illegitimate about the market. When a market is void, all bets on that market are void.
- 8 Complete: A market with a valid final result that can be settled.
- 9 Count: Scoring events considered valid in the context of a market.
- 10 Multi-Way: A market where three or more participants compete.
- 11 In-Play: A market is considered "In-Play" once competition has begun.
- 12 Market: An offering on a fixture.
- 13 Bet: A risked stake with defined payout on the result of an event or combination of events.
- 14 Multiple: Combined bets with multiplied odds.
- 15 Teaser: Combined bets with fixed odds and improved handicap or total.
- 16 Conclusively Determined: Markets which have had a winner determined no matter what else happens in the period.
- 17 Scoring Unit: The unit of scoring used to determine the results of a market. For example, a soccer match can have markets for goals, corner kicks and bookings, each of which are scoring units.

### 1. General

- 1.1. When placing a bet, each Client (also referred to as **Player**) agrees to these Sportsbook Rules and to the General Terms and Conditions of Bongo, which apply to the Bongo Sportsbook. The Bongo Sportsbook is operated by Rozert N.V.
- 1.2. Rozert N.V a company incorporated under the laws of Curacao, company number 156146, having its address at: Hanchi Snoa 19, TRIAS Building, Willemstad, Curacao. Rozert N.V operates under the Gaming Service License issued by Gaming Services Provider N.V.
- 1.3. Each sports Bet has two parties:  
On one hand the Company (Rozert N.V), who accepts bets on sports events in accordance with its license, and, on the other hand, the Player.
- 1.4. Upon placing his Bet, the Player confirms that he does not have any knowledge of the result of the respective sports Event.
- 1.5. The Player acknowledges also that sports betting amounts to gaming, that the risk of losing money is implicit and that his involvement is entirely voluntary. On the other hand, there is no right to participation on the side of the Player and he accepts that the Company is entitled to restrict, limit or block the access of certain Players at his own, exclusive and unfettered discretion.
- 1.6. Before placing a Bet, each Player is obliged to read and acknowledge not only the General Terms and Conditions, but also these Sportsbook Rules, including the provisions regarding minimum stakes, maximum payouts as well as maximum stakes.

### 2. General Betting Rules

- 2.1. Every Match in the sports world is characterized by numerous things taking place during the course of the Event. Based on its experience and analysis of the Clients' preferences, the Company selects the most significant of the Events that attract the greatest interest.
- 2.2. All Events so selected are further classified with forming Lines and assigning a certain Coefficient to each Event in the Line.
- 2.3. The Company's Clients can use their knowledge and experience in sport to determine the probability of Match Events being of the most interest to them by making Transactions for these Events.
- 2.4. The posted dates and times of fixtures are purely informational. The Company cannot guarantee accuracy. An incorrectly posted date and/or time is not grounds for voiding bets.
- 2.5. Misspellings, typographical errors, teams changing names, and incorrect leagues are not grounds for bets to be void, as long as it is clear based on the context what the intended fixture was.
- 2.6. Bets for the Events listed on the Website may be accepted before the beginning and during the Match, depending on the type of Bet and Event. The date and time of the Match, as well as other information about the Match published on the Company Website are provided for reference only. Resolving the Bets is based on the actual beginning time of Matches and Events determined based on the information from official sources and/or other sources of sports information.
- 2.7. A Bet with a positive result is a Bet where the Client's assumptions as to the probability of all its Events are right.
- 2.8. The financial resolving of Bets shall be based on the governing body decision or TV broadcasting and Press Association statistics if no decision is made, except where there is evidence of incorrect statistical data.
- 2.9. The Bet amount shall be written off the Personal Account after the Bet is registered. If Bets are calculated with a positive result, it shall be entered on the Personal Account.
- 2.10. In a pre-match (where Bets are accepted before the Match starts), the Company may change the terms, cancel, or suspend accepting Bets until the announced beginning of the Match.
- 2.11. The Company may suspend accepting Bets during the Match due to any technical errors or if it suspects any fraudulent actions.
- 2.12. The maximum accumulated winnings for Multiple Bets in one calendar day is EUR 15,000.
- 2.13. The Company reserves the right to void any bet at any time if it deems the bet to have been made in a fraudulent manner.
- 2.14. The Company will accept a Bet duly placed by the Player by mouse-click, subject to these rules and the General Terms and Conditions, without issuing a confirmation and at the registered address of the Company, provided that

his Personal Account holds sufficient credit. Any correspondence issued by the Company at a later point in time, (e.g. notices, account information, etc.) will not have any effect whatsoever on the previous conclusion of the contract and its legal effect at the registered address of the Company.

- 2.15. The result of a fixture will be the final determination by the fixture's governing body on the date of the fixture's completion. The Company does not recognise protested or overturned decisions. The result of bets on a fixture suspended after the start of competition will be decided according to the betting rules specified for that sport. If nothing is specified in the sport's rules, then General Betting Rules apply.
- 2.16. If there is an obvious error in the odds or limit of a market, bets on that market may be void. If for any reason a bet is accepted after a fixture has begun (other than clearly indicated Live In-Play betting) bets will have action unless a material advantage has been gained. The Company reserves the right to void the bet if it determines that an advantage has been gained.
- 2.17. All bets will be accepted or rejected purely at the Company's discretion. In-Play bets may be subject to a short delay before they are accepted and/or they will be kept pending during dangerous situations at the Company's discretion.
- 2.18. If changes are made to the odds while a Bet is being placed (usually 5 to 10 seconds), the Bet will automatically be accepted at the odds chosen by the Client. If the odds are lowered, the Bet will not be accepted. The Client will then be given the chance to update the betting slip and confirm it once again. The Company reserves the right to set limits on Bet odds.
- 2.19. Any Bet accepted in such a manner may not be changed or cancelled by the Player at a later point in time. The Company, however, reserves the right to cancel any bets up to the start of the Event, without giving any reasons. After the Event has started, the Company may cancel Bets provided that the Player is in violation of these Sportsbook Rules or the General Terms and Conditions as applicable from time to time, or, in particular, if he is under the suspicion of manipulation/rigging, of acting in collusion or forming a syndicate of Clients, keeping multiple Personal Accounts or using frontmen in order to place Bets.
- 2.20. Only the records kept by the Company shall be relevant concerning the content of all Bets. A statement of account may only be modified in order to remedy an obvious error and/or a typographical error and/or an error in calculation. Only the amount registered and/or the amount confirmed by the Company will be regarded as the stake.
- 2.21. Company may cancel Transactions and Bets with Players who:
  - 2.21.1 placed Bets on the same outcome of an Event;
  - 2.21.2 placed Bets on the outcomes of Events that are different in name, but the same in terms of their loss or win;
  - 2.21.3 placed Bets on selections in a Multiple Bet that are different in name, but the same in terms of their loss or win;
  - 2.21.4 when Multiple Bets combine different selections within the same Event where the outcome of one affects or is affected by the other;
  - 2.21.5 when Multiple Bets contain the same selections and differ only by individual bets with low odds;
  - 2.21.6 when 1 particular selection is included in 2 or more Multiple Bets, differing only by short-priced selections.
- 2.22. The Company reserves the right to cancel Bets if Bet registration was based on incorrect information or as a result of technical errors;
- 2.23. The Company reserves the right to limit the minimum or maximum Bet amount at its sole and absolute discretion.
- 2.24. The Company reserves the right to restrict access to a particular sport at its sole and absolute discretion.
- 2.25. The Company has the right to regard any violation of the Sportsbook Rules as a violation of our General Terms and Conditions, which may lead to the closure of the particular sport, betting section or the Personal Account.
- 2.26. For any questions regarding these Sportsbook Rules or the General Terms and Conditions please refer to, the Company is entirely at the Player's disposal to clarify any questions on the following e-mail: [support@bongo.gg](mailto:support@bongo.gg)

### **3. Special Rules**

Each sport, virtual sport, Event or Bet type may or may not also have special rules on the Website.

### **4. Minimum Stakes / Maximum Winnings / Stake Limits**

- 4.1 The minimum and maximum stakes, maximum winnings and stake limits may be set by the Company and we will notify the Client about this on the Website.
- 4.2 When bets are placed in a way that the placed stake(s) and/or the potential winning exceeds the maximum amounts set forth the Company has the unfettered exclusive right to reduce the stake of such a bet or to cancel such a bet but will in no event be liable for the reduced winnings as a result of the reduction of the stake or the cancellation of bets, since the Player is aware of the limits.
- 4.3 If customers act as a syndicate or in collusion or if individual customers register several times or set up fictitious accounts in their own name or in the name of a third person, by communicating with one or several persons or by placing combination bets, or using front men, acting as front man for any third person or placing bets on another person's account, or if customers use impermissible software tools the Company will have the exclusive right (i) to reduce such bets at any time and in accordance with the maximum winning and/or stake limits or (ii) to cancel bets completely and to declare any bets placed and any winnings of such a Player as null, void and forfeited.
- 4.4 In principal, any person acting in breach of these rules or any other terms and conditions applicable to the Bongo Sportsbook, may be disqualified from participating in general, as well as from special promotions, offers and bonuses without any notice at any time; additionally the accounts of such Players may be closed.

### **Severability**

Each clause contained in these rules shall be separate and severable from each of the others. If any clause is found to be void, invalid, or unenforceable for any reason whatsoever, the remaining clauses shall remain in full force and effect.

## **Bonus Terms & Conditions Sports**

### **1. General provisions**

1.1. The below terms and conditions (hereinafter: "Bonus Terms and Conditions") shall apply to all Bonuses, Free Bets and any type of special offer or promotion that may be granted by Bongo to a customer (hereinafter "Bonus, Bonuses").

1.2. These Bonus Terms & Conditions are subject to the conditions detailed in the general "Terms and Conditions" (hereinafter: the "T&Cs") appearing on the Company website. In the event of any conflict between the Bonus Terms and Conditions and the T&Cs, the Bonus Terms and Conditions shall prevail.

1.3. In the event of a conflict between the Bonus Terms & Conditions and the specific promotion terms, the specific promotion terms shall prevail.

### **2. Participation in the promotion**

2.1. By clicking the "participation" button (by this word or another denoting participation), or by accepting the Free bet/Cashback you automatically confirm your participation and agree to the terms and conditions of the promotion and the Bonus Terms and Conditions.

2.2. Once you have entered the campaign, canceling the campaign will no longer be possible. The Bonus remains active until the wagering requirements are fulfilled or the bonus expires.

2.3. You can participate in several promotions at the same time, and the winnings from all bets will be credited to the bonus account linked to the first activated promotion.

2.4. You cannot use Sports/Esports-specific bonuses in the Live Casino and Slots sections on the Company website. If you do so, your bonus wallet can be canceled and all of the funds will be deducted from your account.

2.5. The company reserves the right to refuse participation in the bonus program to any person.

2.6. The company reserves the right to change or cancel the effective terms and conditions, as well as to refuse participation in the bonus program to any user at any time without prior notice.

2.7. If the company becomes aware of any fraudulent activities aimed at promo or bonus abuse, the users and their accounts will be denied from participating in this and any subsequent promotions.

2.8. Bonus abuse includes but is not limited to:

- breaching the Terms & Conditions of a Bonus or other promotional offers;
- opening multiple accounts to claim multiple bonuses;
- allowing a person other than the account holder to place bets from that account whilst a bonus is active.

2.9. Using methods, techniques or software which allow a user to gain an advantage over other users, and/or the bonus system are prohibited and considered abuse. All bonuses are meant for non-professional and entertainment purposes only.

### **3. Bonus crediting and wagering requirements**

3.1. Bonuses are limited to one instance per user, IP address, electronic device, household, residential address, telephone number, payment method, email address and any public environments where computers and IP addresses are shared such as, but not limited to: universities, schools, libraries and workplaces.

3.2. Users are excluded from all deposit bonuses when using any of the following payment methods: Skrill, Pay4Fun, Neteller.

3.3. Bonuses do not apply to any deposits in Cryptocurrencies.

3.4. Bonuses are credited with a wagering requirement, which needs to be completed within the time specified. If a user has an active Bonus, the withdrawal option will be disabled until the bonus wagering conditions have been met or the bonus has expired.

3.5. The bonus amount is displayed under the special bonus account.

3.6. In order to fulfil the wagering requirements, both bonus and real money funds can be used, however, please note that real money funds will be used first.

3.7. Winnings from all bets made both from real money, as well as from bonus money are credited to the bonus account while the bonus is active.

3.8. If wagering hasn't been completed by the deadline, bonus funds and all winnings from real or bonus funds will be forfeited and deducted from the user's balance. Such deductions are final and determined solely by Bongo.

3.8. When participating in two or more promotions, the wagering is counted toward the first activated promotion.

3.9. The maximum bet amount counted toward wagering requirements cannot exceed the total bonus amount. Should a placed bet be higher than a bonus amount, only the latter will contribute toward wagering requirements. For example, if a user has been credited with a €10 bonus and said user places a €20 bet while having an active bonus, only €10 of this bet will be counted toward the wagering of this bonus. Violation of the maximum bet bonus rule may result in a bonus and derived winnings being voided.

3.10. The maximum amount that will be transferred to your real money account after wagering cannot exceed the sum of all bets placed from your real money account that were made during the wagering period and the bonus multiplied by a certain multiplier that depends on the specific promotion you agreed to. To find out more information about the specific promotion you agreed to, press on the details button.

3.11. The bonus can be wagered on all matches/games found in the Sports/Esports section of the website.

3.12. While wagering a bonus, only the first bet placed on the same sports game will be counted towards the wagering requirements.

3.13. Betting on contradictory outcomes and dependent markets in the same event is prohibited. If such behavior takes place, the bonus may be canceled.

3.14. The amount that a user must place to meet the bonus conditions will be counted only after all related bets have been settled.

3.15. All bets must be placed with the relevant minimum odds to bet, depending on the promotion.

3.16. When a Sports/Esports bet that's been placed using a Free bet is settled as won, only the net winnings of that bet (total win amount - stake amount/Free bet value) will be credited to the customer's account. In case that bet is settled as cancelled or returned, the Free bet will be deemed void - neither the Free bet nor its value in real or promo money will be returned to the customer's account.

## S. Rewind Protocol Cashback Terms & Conditions

Updated on 20 December 2023

### 1. General provisions

1. The below terms and conditions (hereinafter: "Rewind Protocol Cashback Terms and Conditions") shall apply to Rewind Protocol Cashback granted by the Company to the user (hereinafter "Rewind Protocol Cashback").
2. These Rewind Protocol Cashback Terms and Conditions are subject to the conditions detailed in the Agreement and form an integral part of the Agreement. In the event of any conflict between the Rewind Protocol Cashback Terms and Conditions and other terms of the Agreement, the Rewind Protocol Cashback Terms and Conditions shall prevail.
3. In the event of a conflict between the Bonus Terms & Conditions and the specific promotion terms, the specific promotion terms shall prevail.
4. By participating in the Rewind Protocol Cashback Program (from hereinafter "Program"), users agree to comply with these Rewind Protocol Cashback Terms and Conditions, as well as any additional rules or guidelines provided by the Company.
5. The Company reserves the right to modify, amend, or terminate the Program, in whole or in part, at any time and without prior notice.
6. Forward tokens (hereinafter "FWD") is the official currency of the Program. More info about it you can find on the "How does it work?" page.
7. FWD is TRC-20-based tokens deployed on the Tron network.

### 2. Participation in the promotion

1. The Program is open to all users who place bets through Betmaster.
2. Users that have opened a Personal Account will automatically participate in the Program.
3. After switching to Rewind Protocol Cashback, users will start getting FWD after each eligible bet made.
4. To start using the benefits of the Program, users should:
  - Connect their Metamask wallet by pressing "connect your wallet" button in the widget;
  - Claim FWD tokens by pushing the "Claim" button either on the site interface or in the widget.
5. Cashback tokens allocated to users must be claimed within 30 days from the date of allocation. Failure to claim within this period will result in the tokens being transferred to a Jackpot pool. This pool will be used to fund Rewind Protocol Jackpots which will be introduced later.
6. The Company reserves the right to refuse participation in the Program to any person.
7. The Company reserves the right to change or cancel the effective Rewind Protocol Cashback Terms and Conditions, as well as to refuse participation in the Program to any user at any time without prior notice.
8. If the Company becomes aware of any fraudulent activities aimed at Program abuse, the users and their accounts will be denied from participating in this and any subsequent Programs.
9. Using methods, techniques or software which allow a user to gain an advantage over other users, and/or the bonus system are prohibited and considered abuse. All bonuses are meant for non-professional and entertainment purposes only.

### 3. Rewind Protocol cashback rate and eligible bets

1. The default cashback rate for the Program is set at 0.3% of every eligible bet placed by the user.
2. The Company may offer higher Rewind Protocol Cashback rates for specific products or apply exceptions where no Rewind Protocol Cashback will be provided.
3. Eligible bets and cashback Program rates are as follows:
  - Live Casino bets: 0.03%
  - Instant Games bets: 0.03%
  - Bets in all other products unless excluded: 0.3%
4. Bets that are excluded from the cashback Program:
  - Sports, Virtual Sports, Esports bets with coefficient less than 1.3
  - Bets that are made with the use of bonus funds (including free-bets and free-spins)
  - Bets in products that the Company has excluded from loyalty programmes (see clause 3.18 of "Bonus rules")
5. The cashback amount is displayed under the special cashback account.

### 4. Utilization of FWD tokens:

1. FWD can be used to purchase various bonuses: i.e. free-spins, free-bets, deposit bonuses, etc. Or can be exchanged to real funds.
2. To purchase bonuses user needs to open the widget and push the "Buy bonuses" button, choose a preferred bonus from the list of available bonuses and push the "Buy now" button.
3. To change FWD to real funds, users need to use either "Burn Tokens" or "Instant cashout" buttons, specify the amount and confirm the exchange.
4. The funds that result from exchanging tokens via "Burn Tokens" or "Instant Cashout" options are sent to the wallet that was used to authorize in Metamask.

### 5. Limitation and Restrictions

1. "Burn Tokens" is temporarily frozen until January 1st, 2024.
2. Users must claim their allocated cashback tokens within 30 days from the date of allocation.
3. Rewind Protocol Jackpots would be introduced September 1st, 2023
4. Users must use their Metamask wallet to manage their Rewind Protocol Cashback balance.
5. There is no minimum threshold for Rewind Protocol Cashback earnings to be eligible for redemption
6. Rewind Protocol Cashback cannot be used in conjunction with weekly cashback program.
7. All Games belonging to the category "Table Games" are excluded from participation in the Program.
8. If a user wishes to switch cashback type, such switch will only occur at the start of the next week. For example, if a user switched cashback type on Monday, the finalisation of this switch will only occur next week.