



**TERMS AND CONDITIONS OF  
SPORTS BETTING**

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# 1. GENERAL TERMS AND CONDITIONS

## 1.1. Preamble

These Terms and Conditions are regulating the business relationship between players (hereinafter: the customer) and the betting organizer **Tipwin Limited** (hereinafter: the Betting operator). These betting terms are applicable for each submitted bet in the current version.

## 1.2. Organization and Licenses

The Betting operator is a licensed betting provider TipWin Limited, 3rd Floor, 126, Pjazza Antoine De Paule, Paola PLA 1264, Malta (EU). Tipwin Ltd. is licensed in Malta (license number MGA/B2C/200/2011) and subject to the provisions of Malta Gaming Authority.

In addition, the Betting operator is licensed in Denmark (Bulletin No. 15-3267723) and has fulfilled all minimum requirements in the Federal Republic of Germany according to the State Treaty on Gambling (and the so-called concession procedure). For this reason, the betting provider offers a legally permissible betting offer.

## 1.3. Legal and Responsible Gaming

The Betting operator is committed to provide legal and responsible gaming. For this purpose, he is directing his entire offer and his behavior in accordance to the national gambling regulations. In the Federal Republic of Germany, the objectives of state gambling are paramount:

- to prevent the emergence of gambling and betting addiction, and to create conditions for effective combating of addiction,
- to direct the natural drive of the population into orderly and supervised channels by means of a limited gambling offer, which is a suitable alternative to non-permitted gambling, as well as to counteract the development and spread of illicit gambling in black markets, to ensure youth and customer protection,
- ensure that gambling is carried out properly, that the customer is protected from fraudulent actions, that felony-related collateral and accompanying criminality are defended,

- as well as to prevent risks to the integrity of sporting competition in the organization and distribution of sports betting.

In regard to these objectives and in order to ensure the proper exercise of a sufficient gambling offer, the sports betting is organized / carried out with other companies with joint profit making. The terms set out in these Terms and Conditions apply equally to the male as well as the female form.

## **2. CONTRACT PROVISIONS**

These T&C refer to the usage of the Betting offer by the Customers through the website [www.tipwin.com](http://www.tipwin.com) and other URLs belonging to or that are licensed to the Betting operator, including the related internet-, mobile or other platforms, as well as the stationary distribution through Intermediaries. These terms and conditions apply from the moment when a Customer places a bet via the Internet or in the stationary distribution by paying a stake and therewith declares that he has read and accepted these terms and conditions and betting rules. The customer is not allowed to place bets via Websites or in the stationary distribution if he disagrees with any of these provisions.

### **2.1. Betting Contract and Terms of use**

- a) The bet is concluded exclusively between the Betting operator and the Customer (betting contract).
- b) The customer has the right to use the service of the betting agent only in the following cases:
  - The customer must be at least 18 years of age or meet the condition of the minimum age prescribed by the legislative body of the country in which the customer is domiciled.
  - If the country in which the customer is domiciled permits the participation in gambling.
  - If the customer is a resident of Malta or residing in Malta, he is not entitled to make use of this offer.
  - If the customer completes the bets exclusively on his account and in his own name.
- c) The customer is solely responsible for ensuring that he does not violate any of the rules listed here. The Betting operator reserves the right to cancel any bets that have been made, but do not comply with these rules.
- d) In each bet participates the Betting operator, who makes and receives bets on sport events in accordance with the granted concession and the Customer, who receives a betting slip as a confirmation of the submitted bet. The bet is considered to be paid, if

it is submitted in accordance with the rules of the Betting operator and in accordance with the will of the Customer. By placing a bet, the Customer agrees to these T&C and declares that at time of placing a bet, he did not have knowledge of the outcome of the particular betting event or of a part of the event for which bets were offered. Any deviation on the betting slip, which occur after printing, as well as the assignment of rights and transfer of a betting slip to a third party are - if legally admissible - excluded by the contract.

- e) Before receiving bets, the Betting operator publishes his betting offer. From this offer, all betting events can be selected. Each event published in the offer is determined by an identification number and has a particular course (odd), which is determined by the Betting operator. They can be played as single bets, combinations and system bets. The customers can choose between the following three outcomes of the same betting event:

*First team wins (host) / first player (1)*

*Draw (0)*

*Second team wins (guest) / second player (2)*

In addition to bets on the outcome of the event (host wins- draw –guest wins) the offer may include bets on the exact outcome of an event (e.g. the host wins with a score of 3:2). The betting offer includes also bets on the outcome of certain parts of events and special bets, too.

The offer may include handicap bets, which in advance put the favorite in a more difficult position. In this case, one player or team is awarded with a goal, point or some other advantage. Handicap bets are offered with special odds. Some combinations of bets within one sporting event are excluded. All proposed activities can be combined in the context of system bet (e.g. 3 from 5). Handicap bets, as well as other special bets (e.g. bets on the correct score), cannot be combined with bets on the outcome of the same event. The betting offer may be changed, shorten or supplemented at any time regarding the start or termination of individual events offered as well as the offered odds. Content of a submitted bet is the offer valid at the time the bet was placed.

Additional information about betting events have only an information purpose and are offered at the will of the Betting operator. The Betting operator is not liable for that information as well as for their completeness and accuracy. Possible disadvantages of

additional information do not affect the validity of the bet. If for technical reasons it is not possible to display data fully, the betting operator can specify shortcuts.

For conducting business activities, the Betting operator has the possibility to conclude an agency agreement (Intermediary Contracts) with third parties. However, the betting contract is not concluded, with the third party of the agency agreement (Betting Intermediary), but only with the Betting operator.

Information on print media deviating from these terms and conditions, which are based on older versions of these conditions, are invalid.

## **2.2. Placing bets, Bet evaluation, Stake**

- a) The deadline for acceptance of bets is set for each event. The time limit for acceptance of bets, if more than one events are played, depends on the event that starts first.
- b) The Betting operator has the right to stop or limit the submission of all kinds of bets in the case that bets are subject to changes, that is e.g., if an event starts earlier than specified in the offer or has finished earlier. In the course of this, only those bets placed up to the actual start of the event are considered valid. Relevant is only the real starting time of the event and not the time specified in the offer. All information in the betting offer are the result of information that were available at the time of creating offers. If the bet is abandoned after the start of the event, or if it is not in accordance with the Terms and Conditions, the bet is evaluated with an odd of 1.00. In the case of single bet, the stake is refunded.
- c) The Betting operator has the right to refuse a bet without giving any reason, stop receiving bets on a particular event, or limit the stake per bet. Furthermore, the Betting operator reserves the right to adjust the odds to a particular betting situation.
- d) Only the result after the regular time is relevant for the evaluation of a betting event. Regular time for a soccer game (with the exception of indoor tournaments) is 90 minutes, for ice hockey and handball matches 60 minutes, etc. including stoppage time. Possible extra time (e.g. 2x15 min, penalties, "gold or silver goal", " Sudden Death", etc.) have no impact on the evaluation of betting events. The exception to this rule are special bets, which have to be marked accordingly.
- e) Bets on American sports such as, NFL, NBA, NHL, MLB, etc., include overtime (OT, Overtime) unless otherwise stated. Exceptions are the NHL (American Ice Hockey

League) and MLS (American Soccer League), where the result of the regular time is relevant.

- f) The winner of the event is the competitor or the team that has won in the regular time of the event.
- g) In order to determine the winner in all events, including national and international competitions (e.g., the Olympics), relevant is the decision made by the Jury immediately after the end of the event. No subsequent changes (decisions on the green table) affect the evaluation of bets. This also applies to long-term bets, but in this case, the decisions made at the green table that occur during the term of the bet, are taken into consideration.
- h) A bet can be declared invalid. The betting operator, upon presentation of an important reason, may also carry this out subsequently.
- i) The Betting operator reserves the right, in case of manipulation by a player or team (e.g., corruption), to evaluate a bet with an odd of 1.00. In addition, the Betting operator reserves the right to correct subsequently obvious errors (reversed teams, replaced host and guest team, typos and obvious odds replacement, technical defects that lead to a delay regarding odd adjustment or incorrect calculation of the gain or wrong entry of gains). Betting offers of other Betting operators can be used as evidence for the odds replacement. Odds replacement (favorite/outsider) and typos (e.g. misplaced decimal point) are considered obvious error.
- j) If there is a betting event with two or more winners ("dead heat") the stake is divided by the number of winners (e.g. the best scorer, etc.). The exception is the procedure of evaluating "Head to Head" bets.
- k) Bets on "goal scorer" are valid if the player plays from the start of the match; otherwise, the bet is considered invalid and is evaluated with an odd of 1.00. Consequential amendments will not be taken into account.
- l) If all betting events are canceled on a single betting slip, the full stake including fees will be refunded.
- m) In case of bets on players or teams that did not participate in a tournament, all bets will be considered invalid and evaluated with an odd of 1.00. Once a player/team plays one game in the first round of the match, he/she is considered a participant of the tournament. In the case of non-participation of a player or a team, regardless the reason, after an official confirmation of the participation, all bets placed on the player/team will



be evaluated lost. If the whole event is cancelled, bets will be considered invalid and will be evaluated with an odd of 1.00.

- n) Bets on interrupted and cancelled events are valid, if the event continues within 48 hours from the initial start time of the event or a new start time within a period of 48 hours is set. If interrupted or cancelled events do not continue within 48 hours, bets will be evaluated with an odd of 1.00. All bets, which were not affected by the interruption, will be evaluated according to odds that were valid at the time of placing a bet. Bets will be considered lost when the possible continuation of that event would not have influence on the evaluation, meaning that changes of the results would not change the status of the bet. For example, if a match is abandoned after 54 minutes at the score 1:0, which score was set in the first half-time as well, bets such as half/end - X/1, X/X or exact score 0:0, 0:1 will be evaluated lost, regardless a continuation.
- o) If the organizer of an event officially confirms that an interrupted or postponed event will not be continued within 48 hours, the Betting operator has the right to evaluate those events with an odd of 1.00 and to pay out possible winnings.
- p) A betting slip may not contain one or more events whose results can be related (e.g. Team Argentina wins World Cup and Messi will be top goal scorer in the same competition). Although the betting operator takes all necessary measures to prevent such possibilities, the Betting operator reserves for these situations the right to cancel, at its sole discretion, all parts of the cumulative bet that contain the correlated results.
- q) In the case of so-called live bets, a cancellation is possible in the following cases:
  - The bet was offered with incorrect odds due to a delayed or failed live transmission;
  - bets on events that have already occurred, or bets on completed or ongoing events that have a major impact on the outcome (e.g., bets on events such as the total number of goals, or the next goal during a penalty);
  - Bets with the odds offered at the time the event was displayed incorrectly.
- r) Customers cannot cancel bets that contain events from the live offer. The customer must check the contents of the live bet before submitting the bet.
- s) Under specific circumstances, the Betting operator offers a so-called "buy-back" for certain betting slips. The customer has no claim to sell back his/her betting slip to the Betting operator.

## **2.3. Registration, Account Management and Obligations**

### **2.3.1. Registration**

- a. Customer must carry out the registration and open the account personally.
- b. The registration can be done on the website ([www.tipwin.com](http://www.tipwin.com)) or in a betting shop of the Betting operator. The provisions of the registration are noted in the instructions.
- c. The customer must enter all mandatory information requested in the registration form, in particular, name, surname, address, and contact details, including a valid email address, as well as the needed payment information. All information must be true and correct. It is the sole responsibility of the customers to ensure that the provided information are true, complete and correct. The verification of the customer identity takes place by the Betting operator with recognized verification methods.
- d. As part of the registration process Customers will have to choose a username and password for the login on the website(s). It is the sole and exclusive responsibility of the customer to ensure that the login details are kept securely and that they are not disclosed to third parties. The Betting operator does not take responsibility for active or passive use of the accounts due to intentional or unintentional disclosure of user data to third parties.
- e. For misuse of a user account by stating name and password, the Betting operator does not take any responsibility. Customer are obliged to keep their user data confidential (user name and password), because all transactions on the account stating that data are withdrawn from the registered account of the customer.
- f. Customers are warned that the Betting operator reserves the right to check the accounts and blocks accounts if it is identified that false or misleading statements have been done.
- g. Customers exclusively may have only one account. If customer attempts to open more than one account, the Betting operator has the right to block any accounts that the customer tried to open and completely exclude customer from participating in the offer of the Betting operator. This applies also in the case that a customer opens another account through a third person who is only used as sham while the actual authorization is with the customers. If customers

themselves notice multiple accounts with their name, they are obliged to report this to the Betting operator.

- h. If the Customer is a manager, director, employee, consultant or representative of the Betting operator or part of his direct or indirect subsidiary or a supplier or Betting operator, sports betting intermediary or otherwise involved in the creation, organization or execution of an event for which the betting operator he may not register (as an "unauthorized person") an account, nor directly or indirectly use any of the services, except as part of his activity for the Betting operator. In addition, participants, who are directly or indirectly in connection with any activities of the sports events organizing associations, which are in any direct as well as indirect worldwide relation to football, are not allowed to use the sports betting offer for betting purposes.
- i. The Betting operator reserves the right to reject the application without specifying a reason.

### **2.3.2. Account Management**

- a. Customers may participate in any sports betting only if they have sufficient funds on the user account for such participation. The Betting operator shall not give any credit whatsoever for the participation in the sports betting. If the bet was accepted due to technical problems, although the customer did not have enough funds on the account, the Betting operator has the right to void the bet.
- b. Minimum deposit and maximum stake are limited and set for each individual bet internally in the system in the Betting operator.
- c. Maximum payout per customer and per week is 50 000 EUR for all bets, that are submitted by the customer. The submitted bets are considered connected also if they are submitted on different betting slips and are subject to this rule. The stake is thereby not considered as gain and is deducted from the maximum payout.
- d. By placing a bet all possible tax amounts or fees are stated, insofar the Customer is obliged to pay them.
- e. Methods available for deposits on the account are listed and explained in detail on appropriate websites of the Betting operator.

- f. The Betting operator reserves the right to use additional procedures and means to verify the identity of a customer when deposits are transferred to the user accounts. Customers have no right to receive interest. The personal balance may be checked at any time under "My Account".

### 2.3.3. **Obligations of the Customer**

- a. All information provided by the Customer during the term of the contract between the Betting operator and the Customer is true, complete and accurate, and the Customer is obliged to notify the Betting operator immediately of any changes.
- b. Every Customer has to check the correctness of the entries on the betting slip immediately after delivery of the betting slip and to make a complaint immediately against the betting operator or his representative, e.g. the betting intermediary. Subsequent complaints will not be accepted. Bets may not be canceled or altered after the Customer's control. The time limit to check the correctness is 10 minutes after completion of the bet. The time of the completion of the bet is indicated on the betting slip. Subsequent complaints will not be accepted. Complaints cannot be carried out if one of the played events has already begun, or if an event was played from the live offer.
- c. The Customer is responsible for the reporting and billing of possible taxes, which according to law could refer to the Customer due to possible profits.
- d. The Customer confirms by a deposit to his account that the funds paid have been acquired legally.
- e. The customer confirms by participating in the game, that he is not involved in a fraud, is part of a fraudulent association or another illegal act, which could be related to sports betting. Likewise, the Customer does not use any software, resources, techniques or technical devices when submitting bets in order to abuse the winning process in his own or the favor of a third person.

### 2.3.4. **Locking**

- a. Customer may choose, at own discretion, to exclude themselves from placing bets on single betting events or the whole offer from the website of the Betting operator. In order to block access, customer need to send an e-mail to customer-

service@tipwin.com indicating the subject “self-exclusion”. This information may also be send via fax or by filling out the form available in betting shops.

- b. Should Customer decide to set a self-exclusion in one of the manners mentioned above, they will not be able to reverse the exclusion for 7 days, after that they will be able to send an e-mail to the same address in order to re-activate the user account.
- c. In order to revoke the self-exclusion, the Customer must propose in writing to the Betting operator, indicating appropriate reasons. The stated reasons must ensure that the revoking of the self-exclusion will not pose a threat to the Customer, his health or his economic situation.

#### **2.3.5. Usage Restrictions**

- a. If any of these conditions are violated with regard to account opening and account management by the Customer, or if the Betting operator has a justified reason to believe that they have been infringed by the Customer, then the Betting operator reserves the right to refuse the opening of a Member Account, to withhold payment of winnings and to spend the funds available on the account for damages incurred.
- b. The Customer confirms that the Betting operator is making the final decisions on whether the rules or terms of business have been breached in a manner that results in an exclusion or a permanent ban from the participation in the offer of the Betting operator.

#### **2.3.6. Duration and Termination of the Account**

- a. The customer account is always created for an unlimited period.
- b. Customers are always able to close their user account. In order to close a user account, the Customer needs to contact the customer support by email: customer-service@tipwin.com. In case of closure of the user account at the discretion of the customer, the Betting operator must pay the entire amount from the user account to the registered bank account of the Customer.
- c. If there is no recorded activity on a user account for longer than 30 months, the account is deemed as inactive account under Malta’s Remote Gaming Regulations (LN 176 of 2004). The Betting operator shall transfer the credit that

may be on the user account to the bank account stated by the customer. The user account will be blocked.

#### **2.4. Deposits and Withdrawals**

- a) Winnings are paid out only upon the return of the betting slip. The gain is calculated by multiplying the odds of the betting events and the stake, minus the administrative costs and fees, where this is required by law.
- b) Precondition for payout is that the outcome of the betting event has been played correctly. The right for payouts or refunds of won betting slips is valid for 30 days, otherwise payouts or refunds are not possible. By placing a bet, the customer accepts the betting rules in the currently valid version. By submitting a bet, the customer declares that he/she has reached the age of 18 and has no knowledge of manipulation or fixing regarding bets or results of betting events. The Betting operator reserves the right to cancel bets, if there is reasonable suspicion of manipulation or fraud by a player or a third party (e.g. submitting a bet after the actual start of the event or a known result of the betting event); in the case of a combination bet the whole bet is going to be cancelled.

#### **2.5. Bonuses**

The Betting operator has the right to induct a bonus for winning bets. Bonus is valid only for registered Customers. All bets that are received before termination of bonuses will be granted the valid bonus. In case of cancellation or application of an odd 1.00 according to the current rules, the same event will be still valid for the minimum required number of selections necessary to receive the bonus. Possible bonus amount will be printed on the betting slip so that all participants are aware of it.

#### **2.6. Liability (Obvious Errors and Technology)**

- a) The Betting operator assumes no responsibility for typing errors caused by him or third parties, human error or obvious errors that cause a wrong calculation of odds. In such cases, the Betting operator has the right to correct errors and to cancel the bets, that were submitted with such errors, or at own discretion pay out a bet according to the

correct odds even in case that the error has been detected after the end of the event. This means that even false odds, after it was found that they were incorrect at the time of submitting the bet, can be subsequently corrected. In these cases, the bet will be treated as if bets were submitted with correct odds.

- b) Obvious errors are e.g.:
- If odds differ significantly from the average market;
  - If the bet is placed in the moment, at which the result of the betting event is already known but odds have not been adjusted;
  - If handicap or margins are differing from the usual values;
  - If bets on all event outcomes are ensuring a sure bet
  - If the bet has been completed due to an error after the event has already begun.
  - If, in particular, a mistake in the preparation of the betting event is based on a technical defect.
- c) If betting software errors or malfunction occur, on the own systems of the Betting operator or systems that have been made available to others, all matches and events affected will be declared void. The customer is entitled to a full refund of the betting stake. The Betting operator is not liable for these software malfunctions.
- d) Every customer who has discovered a malfunction in the gaming and betting software is obliged to contact the Betting operator immediately via email: customer-service
- e) @tipwin.com
- f) Furthermore, the Betting operator does not assume any guarantee that the information services provided, such as result notifications by e-mail and other content, are correct and up-to-date. In addition, live scores, stats, as well as intermediate results of live betting are provided without guarantee.

## **2.7. Limits**

- a) The Betting operator has the right to specify a maximum stake for individual events as well as for betting slips.
- b) Total possible payout for each single, combination or system bet is limited. The Betting operator can set different maximum gains for different single bets, combination bets, or events. Maximum payout for a submitted bet is displayed on the betting slip.

- c) The maximum payout per customer and per week is 50,000.00 euros for all bets
- d) It is not allowed to circumvent the limitations by playing several identical bets. If customer place several identical bets (even with different combinations or system bets), then for those bets the same limitation of the maximum payout applies as for other submitted bets.
- e) Regardless the unauthorized exceeding of the maximum payout, the following restriction applies in case of winning more identical bets (gain limit).

If the total gain for all deposited bets exceeds the maximum gain of 50,000 euros, then the correct amount of maximum gain will be paid only in the ratio of maximum payout and the deposit of the particular bet. To calculate the win follow the next example:

Example: 8 bets are submitted with odds of 15.00 with a deposit of 500.00 euros each. The payout amount, in case the bets win, is 60,000 euro ( $8 \times 500.00 \times 15.00 = 60,000$ ) by 6,000 euros. According to the calculation, 7.500 euros should be paid per won bet. However, the gain is limited to 6,250 euros ( $50.000:8 = 6.250$  euros) per bet. The betting stake of 500 euro is added to the gain. The payment per bet, in this case is 6.750 euro.

- f) Payments on all accounts are limited by default. Each player can set additional limits on the account that are within the limitations of the Betting operator. Under account, settings the limit type can be chosen (stake or gain limit), the duration of the limit (daily, weekly or monthly limit) and limit amount. Once limits have been set, they cannot be revoked until the expiration date for which they are set.

## **2.8. Special Rules Online**

- a) All payments to and from the online account must be made with the available payment methods and services as well as the available currencies. The Customer has no entitlement to interest. The payment methods available to the Customer can be found on the website. The customer must ensure that all payments to the account are made by a source of payment for which the registered Customer is the designated account holder. If the customer makes a deposit on or debits from his account in a currency other than currency of the account, the betting operator will apply exchange rates valid at the time of deposit or debiting and this may be subject to a low conversion fee.
- b) Payments in the internet distribution are made by bank transfer to the reference account specified by the customer if this allows the with the chosen deposit method.



- c) Transaction fees may occur for the Customer, according to the information on the website. The Betting operator reserves the right to additional examinations for withdrawals exceeding a certain amount.
- d) In the event that a deposit has been made with a stolen credit card, or is suspected of being fraud, the Betting operator reserves the right to block the customer's account and to withhold all funds on the account, as well as winnings.
- e) Customer deposits are stored on segregated bank accounts, but they are part of the assets of the Betting operator in the event of insolvency. This corresponds to the requirements for the separation of Customer deposits on the level: basic separation.
- f) In order to play games with real money or to place a bet, the Customer must deposit "real money" to the account using one of the methods specified by us. The Betting operator and / or the intermediaries credit such funds to the account after the actual receipt of the money. Deposits on the account may be subject to limits for minimum and maximum amounts, which are based on the customer's history with the Betting operator, the deposit procedure and other factors determined exclusively by us.
- g) The Customer can request a withdrawal from his account at any time, if all payments made have been received. The Betting operator reserves the right to pay the requested withdrawal partially or completely via the same payment method and in the same currency in which the relevant payments were made.
- h) The Betting operator neither explicitly nor implicitly guarantees the quality requirements, suitability, completeness or accuracy of the Website or the computer software.
- i) The Betting operator assumes no responsibility for computer failure cases, disturbances of telecommunications services or Internet connections nor attempts by customers to participate in the betting games by using methods, means or ways that conflict with the software of the Betting operator.
- j) The Betting operator cannot always guarantee an error-free online service, but will correct reported errors as soon as possible. If an error occurs, you will be asked to notify it by e-mail or in writing to the Betting operator's customer service.
- k) The Betting operator reserves the right to suspend temporarily all or part of its website for specific purposes. The Betting operator has the right, but is not obliged to announce such a suspension as early as possible. In this case, the website will be put back into operation as soon as possible after a temporary suspension.
- l) In the event of a malfunction of the website, all bets will be declared void.

## **2.9. Special rules Shops**

- a) The Betting operator accepts cash from customers only in betting agencies, if they are previously registered by the Betting operator and use this money directly in the betting shop to place a bet or to credit this amount to the customer account.
- b) When the customer pays a bet with cash in a shop, he receives a betting slip on which the amount paid is shown. In the case of a cash deposit, the Betting operator merely registers the deposit in the customer's database in order, among other things, to make a survey of the gaming behavior so that the Customer can understand his playing behavior.
- c) In the event that the betting slip, which has been issued in a shop and was paid with cash, is won, it will be paid only in cash and only in exchange for the betting slip. The Betting operator registers the payout in the customer's database.
- d) Should a Customer made bets, deposits and withdrawals by means of a personal customer card, these transactions can only be carried out by registered customers and only upon submission of the customer card of the registered customer.

## **2.10. Privacy Policy**

By participating in the game, the customer declares that he/she has received the Tipwin Data Protection Directive, which is valid for respective sales channel, online and stationary, and that he/she has read and agreed to the legal provisions of the Tipwin Data Protection Directive. At the latest when placing the bet (online and stationary), the customer declares that he/she agrees, i.e. by his/her conduct, with the Tipwin Data Protection Directive.

## **2.11. Anti-money laundering provisions**

All transactions shall be examined for possible money-laundering attempts, and any relevant suspicious facts shall be checked. Any suspicious activity regarding payment of a customer in stationary sales, or on an account, may lead to reporting the customer to the appropriate state agency and freezing the balance on the betting account. Closing of the betting account and forfeiture of funds are also possible. Both the betting organiser and the betting agent are liable according to the Money-laundering Acts of the countries. According to these, it may be requested that the identity of every customer should be checked and ascertained, before placing

of a bet. If you, as a customer, do not provide such data, no contractual relationship can be established.

## **2.12. Compensation for Damages**

- a) If Customers breach any provision of these T&C or the Betting operator has a reasonable ground to suspect that, the Betting operator reserves the right not to open, suspend or close a user account, withhold payment of winnings and use funds on the account for any damages caused by the Customers.
- b) In addition, the Betting operator reserves the right to assert any damages, which result from the behavior of a Customers with the betting operator himself, employees and contract partners, against the customer. For this purpose, the rights of third parties may be transferred to the betting operator and be asserted against the customer.

### **3. GENERAL BETTING RULES**

#### **3.1. Betting Types**

##### **a) Head to Head**

Betting on Head to Head means to choose which of the two opposing contesters or two opposing teams will win a particular game. In the case of a result that cannot be evaluated in the means of this bet (e.g. draw, dead heat) the bet will be considered invalid and evaluated with an odd of 1.00. If there is no specific rule for a particular sport for which Head to Head bets are offered, the following general rule shall apply: for a valid Head to Head bet both opposing candidates must participate at the event (from the start). If one or both of the opposing contestants do not participate, the bet will be evaluated with an odd of 1.00. In case that all competing candidates drop out early from the competition, regardless of the reason, the bet will be considered lost. If one of the players drops out early, and the second finishes the race regular, the winner is considered the competitor who finished the competition regularly. Special rules for evaluating Head to Head bets are currently in force for motor sports, golf and winter sports.

##### **b) The first/last goal scorer**

Bets on the first and last goal scorer may be offered separately. The Betting operator strives to offer odds for all players participating in a betting event. If the Betting operator does not offer an odd for individual players, it is possible to send a request. If there is a possibility, the Betting operator will offer the odds and bets will be treated as winning bets, if the player scores the first/last goal. Bets on the first goal scorer on players that are substituted or disqualified before the first goal are considered lost. Bets “first goal scorer” on players, who did not start from the beginning of the event, will be considered invalid, evaluated with an odd of 1.00, and the stake will be refunded. The same applies for players who enter the field after the first goal, except in the case of an own-goal. In this case, the bets are still valid. All players who participated at the event will be offered to bet “Last goal scorer”.

If there are doubts about the goal scorer, the evaluation of the bet will follow the official confirmation of the goal scorer. Subsequent amend shall not be taken into account.

- • Own-goals do not count.
  - • Overtime does not count.
  - • If the game is interrupted, all bets on “the last goal scorer“ will be considered invalid and will be evaluated with an odd of 1.00.
- c) Non-participating of competitors and changes in odds
- If at events with a particular group (for example, motor sports) more favorites do not participate, the Betting operator reserves the right to adjust the odds of the remaining competitors according to “Tattersalls Rule 4 (c)”. This means that the Betting operator adjusts the odds for the remaining contestants so that the market odd, which was due to the absence of competitors less than 100 %, is corresponding to the original betting offer. Subsequent adjustment of odds in this case relates solely to bets placed after the official publication of the non-participation of candidates and the acknowledging of this fact by the Betting operator.

### **3.2. Live bets**

- a) The Betting operator offers live betting also during the betting event (live betting as score bets). For live betting, the following rules apply, in addition to the above listed regulations.
- b) In addition to the regular offer, live betting is offered on own interfaces exclusively before and during the event. The odds are constantly updated according to the course of the game.
- c) Displaying the current situation of the event (minutes, result, set) serves only as orientation. For technical reasons this display does not always correspond to the exact or the official start of the event. For the evaluation of bets, only the real state of events at the time of placing a bet is relevant. If a placed bet is considered invalid according to the betting terms, then it will be evaluated with an odd of 1.00 and the stake will be refunded. Each live-bet, which is placed after the actual result of the event has already occurred or after the event has finished, will be considered invalid. The actual point of time of the event is always relevant, not the display on the live interface. The Betting operator can offer buy-back for placed live bets. Buy-back value results from a stake minus a variable certain amount X. The Betting operator is not obliged to buy-back a live bet.

- d) All live bets, which were actually decided and correctly evaluated (i.e., the result is already known), are valid and will be evaluated, regardless of any subsequent termination of the event / tournament. (However, please note the specification "Error"!)
- e) Live bets are evaluated in accordance with the results, which are known immediately after placing a bet. Subsequent changes (e.g. results that are adopted by a jury after the event), will not affect the evaluation of live bets. All results are taken from official statistics from specific leagues and are additionally based on TV footage of live events. If the information from the Betting operator about results from TV footage differ from the results of official statistics, live bets will be evaluated according to the Betting operator's statistics that are based on the actual course of the events, unless otherwise stated. Bets on players, who have not participated in the event, will be considered invalid and evaluated with an odd of 1.00. All bets placed on win markets, final results or handicaps, on events which end in a draw, without this option being offered, will be considered invalid.
- f) In the event that a live match was abandoned, special rules are applied regarding the evaluation of bets. Exceptions are the bets, which were decided before the actual interruption. Those are valid.
- g) If an event from the live offer was interrupted, but continues within 48 hours, from the initial start of the event, all bets remain valid. Undecided bets on live events, which cannot continue in the 48-hour period, will be evaluated with an odd of 1.00.

### **3.3. Sport-related special rules**

For specific sports or bets, the following special rules apply which may differ from the prevailing rules for live betting.

#### **a) Soccer**

All bets are evaluated based on the result after the official game time at the end of the regular 90 minutes, unless the Betting operator has stated something different (betting results). This includes the stoppage time set by the referee for interruption, but not a possible extra time, penalties or Golden Goal, if the Betting operator does not specify otherwise with respect to the bet.

The obligation of the Customer is to know the game time, so that complaints about the time of an announced game, for which a bet was offered, are not considered for repayments of the bet.

The Betting operator is not responsible, if a match with an official start and game time has not been started at the regular start time and has not been played in regular time (the reason is irrelevant).

All friendly matches are evaluated based on the actual result of the game (without extra time), regardless of whether 90 minutes were played.

For example, if the referee finishes a friendly match in the 88th minute, the match will be evaluated according to the final score as if the game had officially played in full time, and the bets are evaluated based on the score.

Exceptions to this rule are friendly matches, whose estimated game time is significantly different from the time played, as well as games that have been played in a different format (such as games 3x45 min., 1x45 Min., 2x30 min., 2x60 min.) In this case, the bets will be declared invalid and will be evaluated with the odds 1.00.

In the event that a game is played in the format 3x30 (e.g. a friendly matches), all bets on the first/second half (and other related bets), are evaluated like the game was match 2x45 minute. Bets referring to the first half are evaluated in the 45th minute of the match.

All bets on interrupted events, which do not continue within 48 hours from the initial start time of the event or for which a new start time is announced that is not within the 48-hour period, will be evaluated with an odd of 1.00 o. All bets, which were not affected by the interruption, will be evaluated according to odds that were valid at the time of placing the bet.

For markets on which the bets shown below are allowed, the following rule applies:

Red and yellow cards assigned to people who are not active players in the field (substituted players, players on the bench, coaches and other expert staff, etc.) or assigned after the end of regular time are not taken into account.

Corners that are assigned, but not performed are not taken into account.

Head to Head bets will be valid if both players start at the event; otherwise, the bet will be considered invalid and evaluated with an odd of 1.00. The winner of the Head to Head bet is the player who has scored more goals in the regular time of the match (own goals are not taken into account).

#### b) Tennis

In case of interruption of the match due retiring of one of the competitors (disqualification, injury, handover etc.) bets are invalid. Live bets that are decided at the time of interruption are valid. Live bets can be offered for game, set and result. Live

bets on the result for a certain part are valid, if this part of the event finishes regular. If the event is interrupted and does not start again until the official end of the tournament, the bet is invalid. If an interrupted event continues within the tournament, bets are valid. For couples in tennis, as well as for matches that are decided with a “tie-break“, in case of the result 1:1 in sets, applies the rule that the game, which is played to 10 points with two points difference, is considered as third set and is counted as one game.

c) Handball

Bets relate to the regular time duration of the event, unless otherwise stated. Live bets on the outcome of one part of the event are valid, if that part regularly ends. For this type of bet, only the result achieved in the corresponding part of the event is valid.

d) Volleyball

Bets relate to the result after regularly played number of sets, unless otherwise specified. Live bets on winner of the set are valid, if the set is regularly completed.

e) Basketball

All bets include possible overtime. Live bets on the result of one part of the event are valid, if that part is regularly completed. Only the outcome at the end of regular time according to the relevant rules of the competition, unless the Betting operator had already stated in the betting offer that the final result counts for an event.

f) Ice hockey

Bets relate to the regular time duration of the event, unless otherwise stated. Live bets on the outcome of one part of the event are valid, if that part regularly ends. For this type of bet valid is only the result achieved in the corresponding part of the event. Only the bets placed on the outcome in regular time are valid, unless otherwise stated.

g) Baseball

Baseball is evaluated after at least 5 innings are played or after 4.5 innings when the home team leads. In this case, the result at the time of interruption is taken into account. If the event is interrupted before, it will be evaluated with an odd of 1.00 and the stake will be refunded. If the event ends in a draw (e.g. Spring Training), the bet will be evaluated with an odd of 1.00 and the stake will be refunded. If the event does not start that day for which it was scheduled it will be evaluated with an odd of 1.00.

h) Boxing

With the gong of the first round the match is considered started, otherwise all bets will be evaluated with an odd of 1.00. If the match ends in a draw all bets will be evaluated with an odd of 1.00. Technical knockouts and disqualifications are treated as K.O. If a



participant does not respond to the sound of a gong and does not continue fighting, the previous round counts as the end of the fight.

i) Golf

Outright bets

If a player tees off, he/she will be considered a participant of the tournament even if he/she does not play the tournament until the end. If the event for whatever reason does not take place, after the bet is already submitted, it will be void and evaluated with an odd of 1.00 and the stake will be refunded.

Head to Head bets are valid if both players are participating in the tournament. If the players from Head to Head bets do not enter the tournament, bets will be invalid and evaluated with an odd of 1.00.

Betting on match tournament

The best-placed player at the end of the tournament is the winner. If a player for any reason does not take part in a tournament, for which he/she has been registered, the bet will be considered invalid and evaluated with an odd of 1.00 and the stake will be refunded. All bets placed on players who miss the “cut“, will be considered lost. If both players miss the cut, the player with the lowest score (strokes) in the cut is considered winner. If a player is disqualified before the “cut” or after both players have made the “cut”, the other player is considered winner. If a player is disqualified after making the “cut”, and the other player misses the “cut”, the winner is the disqualified player, who made the “cut”.

Tournament Group Betting

The player with the best ranking is the winner of the Tournament. In case of non-participation of players or group, bets are considered invalid. If none of the listed players makes the “cut”, the player with the lowest score is considered winner. If more players have the same number of strokes, the “Dead Heat Rules” will be applied. Dead-heat rules will be applied except where the winner is determined by playoffs.

Is the player X going to make a “cut”?

From the moment a player tees off, the bet will be treated as he/she had taken part in the competition, even if he/she did not finish the round. Official results are crucial in determining the winner.

j) Athletics and Swimming

Bets will be evaluated, if the registered participant is in the starting grid, regardless of whether he/she participates in eventual finals. Should a participant, regardless the

reason, not be participate in the finals, bets are evaluated accordingly as lost. If the start of an event is postponed, bets will be valid until the event is completed or officially canceled.

k) Motorsport (e.g. Formula 1)

If a registered participant participates in the race preparations, e.g. qualifying of the race, but does not start in race, the bet is considered lost. Otherwise, the bet will be evaluated with an odd of 1.00.

The winner of a Head-to-Head bet is the driver with the better ranking at the end of the race, provided that both drivers were in the starting grid. If both drivers pull out of the race, the driver that has completed more laps is considered winner. If both drivers should pull out in the same round, the driver with the better ranking in the last completed lap is considered winner.

l) Winter sports

The order of the first official release of the ranking by the organizer will be considered as the result of the event, unless possible changes are published related to incorrect result.

If a competitor gives up before the start of the event, all bets will be void and evaluated at an odd of 1.00.

Bets on sky jumping events start with the qualification jumps.

If the start of a winter sports event or a section of it is postponed due to reasons beyond control (force majeure), bets remain valid until the entire betting event is regularly completed or officially canceled. In case of a venue change due to changes of the official start date, all bets will be declared invalid and evaluated at the odd of 1.00. Canceled events that have several connected sections are evaluated, according to the results of the individual sections of the event that has ended regularly.

Besides the general Terms and Conditions for Head-to-Head bets on winter sports events that consist of several connected sections, also apply the following special regulations:

If neither of the competitors of a head-to-head bet finishes the event regularly, the competitor with the better ranking in the official release of the event organizer is considered winner. Head-to-Head bets are considered void, if both competitors finish the event with the same number of points. If one of the competitors pulls out before the end of the event, the competitor that finishes is considered winner. Should both competitor pull out bevor the end of the event, the bet is considered lost.

According to these regulations, bets on individual sections of the event will be evaluated (first or second run, first and second jump, etc.). In all other cases, the evaluation of Head-to-Head bets takes place according to the general T&C.

## 4. FINAL CONTRACT PROVISIONS

### 4.1. Complaints

If customers have a complaint, they can contact the Betting operator.

- The contact details of the Customer Support are available on the websites and in betting shops.
- The e-mail address of the Betting operator is: **customer-service@tipwin.com**
- The Betting operator will arrange everything necessary to process a complaint immediately.
- If for some reason Customers are not satisfied with the way the Betting operator processed a complaint, they can make a claim to the official authority for gaming in Malta (Malta's Lotteries and Gaming Authority), phone number: +35625469191, e-mail: **complaints@mga.org.mt**

### 4.2. Final provisions

For these terms and conditions, apply the Laws of Malta. The parties submit to the jurisdiction of the Maltese. In addition, the laws in which the legal transaction has come into effect also apply.

If any provision of these terms and conditions is held to be illegal or unenforceable instead of this provision shall apply the relevant legal provisions of the country in which the transaction of the bet has been concluded. Such provision shall be severed from these conditions and all other provisions shall remain in force unaffected by such severance.

### 4.3. Entry into force

These provisions come into force immediately after their publication on the Internet or in the rooms of the respective stationary distribution. The Customer is obliged to be familiar with the currently valid version of the General Terms and Conditions. The General Terms and Conditions are published in several languages. In the case of disputes or differences between the versions in the different languages, the German version shall be deemed the legal basis.

Terms and Conditions in the version from 18.05.2018