

# Business Terms and Conditions of the WIN Application

Company: WIN Lottery s.r.o.

File No.: C 37440, registered with the Regional Court in Hradec Králové

Place of Business: Na Drážce 1883, Bílé Předměstí, 530 03 Pardubice, Czech Republic

ID: 05240590

## 1. INTRODUCTORY PROVISIONS

1.1. These Business Terms and Conditions (hereinafter just the “T&C“) of the WIN mobile application (hereinafter just the “WIN Application“) are found solely (a) in the WIN Application; and (b) on our official website [www.winlot.cz](http://www.winlot.cz); both provided solely by the WIN Lottery s.r.o. company (hereinafter just the “WIN Lottery s.r.o.“).

1.2. If you have already opened these T&C on our website at [www.winlot.cz](http://www.winlot.cz) and you don’t want to read it again in the WIN application, please study through all the paragraphs and points prior finishing your user registration in the WIN Application.

1.3. If you have already downloaded the WIN Application and you are on its user registration page, reading these T&C, you must agree with all the conditions listed herein.

1.4. Other conditions that you have read, are reading, or will read elsewhere than as stated in the par. [(1.1.) (a) and (b)] are a false copy; please do not read or take into account such terms and conditions.

## 2. PERSONAL DATA PROTECTION

All personal data provided by you to the WIN Lottery s.r.o. through the WIN Application shall be processed in accordance with the rules of personal data protection within the meaning of the Act No.101/2000 Coll., on Personal Data Protection, as amended. Further information regarding this matter is to be found in par. (8.4.) of the article 8.

## 3. PROVIDER AND AVAILABILITY

3.1. The WIN Application is provided solely by WIN Lottery s.r.o. and by no other subject, listed or unlisted in these T&C and it is provided free of charge, for non-commercial purposes, for the purpose of fun, and without any further charges. Further information regarding this matter is to be found in par. 7.

3.2. The WIN Application is provided for free use by the application users (hereinafter just the “User“).

3.3. The WIN Application is recently available for download only in the App Store (digital distribution platform) (hereinafter just the “App Store“), provided by Apple Inc..

3.4. WIN Lottery s.r.o. shall make every effort so that the WIN Application is permanently available; however, please acknowledge, that the availability and operation of the WIN Application can be influenced by many factors beyond the control of WIN Lottery s.r.o. Further information regarding this matter is to be found in par. (10.1.) of the article No. 10.

## 4. SYSTEM REQUIREMENTS

4.1. In order to use the WIN Application, you have to own a compatible mobile phone or other mobile device, an access to the Internet, and they have to meet the minimum requirements (hereinafter just the “Minimum SW Requirements“).

4.2. The Minimum SW Requirements are following: An Apple iPhone or iPad device with iOS 9 system or higher.

4.3. The versions of the mobile software may be updated continually in order to improve the User experience. Further information regarding this matter is to be found in par. (16.3.) of the article No. 16.

## 5. SPONSOR

5.1. WIN Lottery s.r.o. is the exclusive sponsor of this drawing lots (hereinafter just the “Draw“) or contest.

5.2. The amounts won – the “winnings”, which are paid out to the winners are paid out by us, as the exclusive sponsor.

5.3. The Apple Inc. company is not a sponsor of this Draw or contest and it doesn't participate on this activity in any way.

5.4. None of the trading companies listed or unlisted herein is the sponsor of this Draw and neither one participates on this activity in any way.

## 6. CONDITIONS OF USE

6.1. The WIN Application can be downloaded and enjoyed by any person, who (i) has reached legal age in their country, allowing them to have their own bank account (hereinafter just the “Bank Account”); (ii) who received permission (hereinafter just the “Permission”) directly from the account holder and bank to use this Bank Account; (iii) does not own their bank account and does not have the permission from the bank, but has personal permission (hereinafter just the “Personal Permission”) to use the bank account of someone from their family, friends, relatives or anyone else; (iiii) who does not have their own Bank Account and is not able to use any bank account; however if such user becomes a winner and the WIN Application will constantly remind him to supplement their bank details (hereinafter just the "Bank Details"), after a certain period (hereinafter just the “Certain Period”) elapses in vain, the winner shall lose his right to the winning, without any possibility of reclaiming it back and such winning shall belong exclusively to WIN Lottery s.r.o.. This applies to the entire paragraph (6.1).

6.2. The “Certain Period” means, that the winner drawn between February 1 and the end of January of the following year, must fill out their Bank Details in the WIN Application no later than by the end of the calendar month of February of the following year; failing to do so will result in irretrievable loss of the winning. The winner drawn before February 1 must fill out their Bank Details by the end of the calendar month of February of the same year; failing to do so will result in irretrievable loss of the winning as well.

6.3. The User who becomes a winner and incorrectly fills his Bank Account number and verifies it incorrectly when prompted by the WIN Application in our automated confirmation email, will not be able to claim the winning in any way, because such a winning is likely to be sent to someone else's account within the set period (hereinafter the "Set Period") [Further information regarding this matter is to be found in par. (4/12) of the article No. 12] and WIN Lottery s.r.o. will not solve such a gross negligence on the part of the User in any way, due to the fact the User was notified about this issue in these T&C of the WIN Application, in terms on our [www.winlot.cz](http://www.winlot.cz) website, and in our confirmation email. Please acknowledge this fact and carefully check the data entered.

6.4. However, if the User has previously filled in their Bank Details in the WIN Application and became the winner of the draw, the WIN Application will no longer request filling his Bank Details and the winning amount will be sent to them as stated in the par. 12.

6.5. If there are any disagreements or judicial or extrajudicial disputes over the matters referred to in the paragraph [(6.1) (ii) and (iii)] i.e. the person who is the owner of the Bank Account to which the winning amount was sent has alienated this amount to the other person or the winner with whom they had arranged Permission or Personal Permission to use such Bank Account, WIN Lottery s.r.o. reserves the right not to participate in such a dispute, and it is not legally liable to solve such a dispute between these parties.

6.6. WIN Lottery s.r.o. in no way encourages its Users to any immoral behaviour and activities that are or may be in conflict with the law or in conflict with the business terms of our subscribers, suppliers, intermediaries, or other parties listed or not listed herein (in the paragraph 9), and it also applies in conjunction with the general idea of WIN Lottery s.r.o. (hereinafter the "General Idea"), which concerns WIN Lottery s.r.o., WIN Application, our social networks, [www.winlot.cz](http://www.winlot.cz) websites and the full content provided by WIN Lottery s.r.o.. Neither WIN Lottery s.r.o. nor any of the trading companies or other parties listed or unlisted herein assumes any responsibility for such conduct, civil offenses including negligence, or offenses by the User.

6.7. WIN Lottery s.r.o. in no way (i) generates any artificial impressions or clicks on ads, and it does not use any automated clicking tools, robots, or other deceptive software that would increase the profits of WIN Lottery s.r.o., arising from PPC (Pay-per-click) ads or CPI (Cost Per Impression) impression through the WIN Application or [www.winlot.cz](http://www.winlot.cz) website, without the actual traffic or real interest from the users. The subscriber of these PPC (Pay-per-click) and CPI (Cost Per Impression) ads is Google Inc., and these ads it provides through its Google AdSense program; (ii) encourage users to the same thing mentioned in the previous sub-paragraph [(i) of this section (6.7)], and it prohibits them and other parties to do so.

6.8. You shall not share or distribute any fictitious and false opinions and gossip about the General Idea among communities, or through social networks, media, radio, or other means of social communication, thus causing a bad name and reputation of WIN Lottery s.r.o. You shall also refrain from any actions in connection with violent, racist, and pornographic overtones, and you shall not count this Draw among legal or illegal gambling

and lotteries. For this reason, it is expected that you shall act according to moral principles, in your own good name, and also in the good name of WIN Lottery s.r.o..

6.9. You will not (i) reproduce and distribute copies of the WIN Application; (ii) attempt to copy, reproduce, edit, modify, reverse engineer, disassemble, decompile, transfer, exchange, or translate the WIN Application; (iii) do so yourselves, and you will not allow third parties to do so on their own or your behalf.

6.10. You also acknowledge that when using the WIN Application, the terms of your agreement with your mobile phone provider (hereinafter just the "Mobile Operator") remain unchanged. As a result, you may incur charges for accessing the network and the network connection services for the duration of the connection when accessing the WIN Application, unless you have an agreement on a fixed connection. You are to pay and assume full responsibility for any flat charges and all costs incurred in relation to such network connection to the WIN Application.

6.11. If you do not pay the bill for the mobile device or portable devices used to access the WIN Application yourself, it is assumed that you have received a permission from the payer of the relevant account to use the WIN Application.

## **7. OPERATOR, THE GAMING ACT, SYSTEM OF DRAWING LOTS, IAP, AUTHORIZATION TO OPERATE**

7.1. WIN Lottery s.r.o. is the exclusive operator of this Draw in WIN Application.

7.2. The WIN Application offers to Users free and non-gambling game, contest or draw, in which the User cannot lose their money, because in relation to WIN Lottery s.r.o. or other parties, listed or unlisted herein, there are no financial transactions, deposits, purchases of lottery tickets, bingo, raffles or purchase anything of the same nature, solely for participation in such gambling for the purpose of winning or losing. In this Draw, there's no gambling for money involved, but only a chance to win, which is same or equal for all users.

7.3. WIN Lottery s.r.o. uses the AdColony V4VC (Videos-for-Virtual-Currency) system or platform or service, provided by the Opera Mediaworks Inc.. This system rewards users by virtual currency for watching AdColony video ads. The Users always act in their own interest.

7.4. The Draw is not subject to the Act No. 186/2016 Coll., the Gambling Act (hereinafter just the "Gambling Act") because there is no gambling and nobody can characterize it this way, or count it among such gambling and lottery games under the Gambling Act, and it cannot be so characterized even based on the fact that its trade name implies "win the lottery".

7.5. System of drawing lots (hereinafter just the "System of draw") (i) „communicates automatically = works in codes" (hereinafter just „Communication") with other servers. Further information Regarding this matter is to be found in par. 9; (ii) is provided by WIN Lottery s.r.o. as a non-gambling, free, and the only system of this kind; (iii) is coded so that it randomly selects only one winner each day, every 24 hours, namely in the morning at 0:00 a.m. [Prague (Czech Republic) GMT + 1, 0:00 CET] (hereinafter just the "end of the draw at 0:00 a.m.") with the same chances to win the "winning" for each user; (iiii) is coded so that on each particular day it records the number of participants in the WIN Application, and also the profit exclusively gained from the AdColony video ads (hereinafter just "video advertising") „from 0:00 to 0:00 = 24 hours", allowing the users to see in the WIN Application the number of participants and also „50% portion of the total profit gained from the video ads = amount won or reward" (hereinafter just the "Winning"), which is updated in the WIN Application along with the number of participants in the shortest time possible. Every day, when the draw ends at 0:00 o'clock and the winner is drawn, the number of participants and the winning is reset to zero for the new draw and the System of draw repeats the same every day; (iiiiii) „the second half of the overall profit gained" (hereinafter the "Profit"), does not show in the WIN Application and such profit is accrued exclusively by WIN Lottery s.r.o.; the Profit is also used to pay for the bank transactions. More details in section (12.3) of the article No. 12.

7.6. The WIN Application doesn't use the Apple technology called (IAP) "In-App purchase". No purchases of virtual credits, currencies, raffles, bingo, lottery tickets, or anything of the same nature in connection with real money of the Users are conducted in WIN Application by the Users.

7.7. WIN Lottery s.r.o. performs its activity in accordance with the law, based on the Trade Act, Act No. 455/1991 Coll., on Business, Annex No. 4 to Act. No. 455/1991 Coll., free trade (K § 25 art. 2) in the following fields of business: Production, trade, and services not included in Annexes 1 to 3 of the Trade Act; (a) 56. Provision of software, consultancy in the field of information technology, data processing, hosting and related activities and web portals; (b) 66. Advertising, marketing, media representation; (c) 80. Production, trade and services not listed elsewhere.

7.8. WIN Lottery s.r.o. does not fall under the Ministry of Finance of the Czech Republic, it conducts professional activities as described in this paragraph, specifically in 7.7. which implies that there is no need to have a license allowing gambling and lotteries in accordance with the Gambling Act.

## **8. DEFINITION, SOURCE CODE, SCRIPTS AND PERSONAL DATA SUCH AS NON-INTEGRAL PART**

8.1. The WIN Application means mobile software ( hereinafter just the "Software"), which includes; (a) graphic processing; (b) source code; (c) scripts, all designed and coded by VIP trust s.r.o. company, ID: 03853420, file number: C 238985 registered with the Municipal Court in Prague.

8.2. The WIN Application consists of (i) Part 1, which is the source code, stored on the App Store server; (ii) Part 2, which consists of the scripts stored on the server of VIP trust s.r.o. company.

8.3. Source Code (hereinafter just the "Code") and scripts (hereinafter just the "Scripts") stored on the servers of these two trading companies automatically communicate with one another, and also with the servers of subscribers, suppliers, and intermediaries. Further information regarding this matter is to be found in par. 9.

8.4. An integral part of the Code is the Users' personal data that becomes part of automated communication after it is entered into WIN Application, and it is stored on server of VIP trust s.r.o. company, which is regularly updated and protected against attacks and abuse by hackers. VIP trust s.r.o. and WIN Lottery s.r.o. have exclusive access to such personal data, but neither party will handle or abuse such personal data for their own benefit or for the benefit of any third party. No other party, listed or unlisted herein has any rights to these data.

## **9. SUBSCRIBERS, SUPPLIERS, INTERMEDIARIES AND THEIR SERVERS**

9.1. Subscribers of WIN Lottery s.r.o. are (i) Opera Mediaworks Inc. company; (ii) Google Inc. company.

9.2. Suppliers of WIN Lottery s.r.o. are (i) the VIP trust s.r.o. company; (ii) Google Inc. company; (iii) Apple Inc. company.

9.3. An intermediary of the WIN Lottery s.r.o. is Fio banka, a.s. company, ID: 61858374, file number: B 2704, registered with the Municipal Court in Prague 2704.

9.4. The server of the App Store and the server of VIP trust s.r.o. company automatically communicate with (a) the server of the AdColony (b) the server of the Google Inc. company, specifically with Google AdSense; (c) API banking system provided by Fio banka, a.s. company, specifically with the company's (CZK) bank account of WIN Lottery s.r.o. which communicates via API banking system with the Users' bank accounts only in the case when it comes to sending winnings, not in any connection with any illegal abuse of the Users' bank accounts for the benefit of WIN Lottery s.r.o. or any other party; (d) the Gmail system, exclusively with corporate e-mail account of WIN Lottery s.r.o. provided by Google Inc. company and subsequently also with Users' e-mail accounts.

## **10. OPERATION**

10.1. The WIN Application (i) may work properly and in full operation only if all servers are running without any problems and if they can work with one another; (ii) may be influenced by these factors: (ii-a) unexpected overload or failure of all or some of the servers, both specified and not specified herein; (ii-b) "hacking attack or intrusion" into these servers by "hackers=unauthorized intruders cyber networks"; (ii-c) disabling or complete discontinuing of all or any server of subscribers, suppliers or intermediary; or (ii-d) any other unknown factor.

10.2. During an incomplete operation and its duration in the WIN Application, it is not possible to file against WIN Lottery s.r.o. or other companies listed or unlisted herein any claim for compensation caused by non-operation.

10.3. In the situations mentioned in the preceding paragraph (10.1) of this article, WIN Lottery s.r.o. shall make every effort to solve such problems, with subscribers, suppliers, or intermediaries, to restore the WIN Application to its full operation.

## **11. OWNERSHIP RIGHTS**

11.1. All copyright, database or other intellectual property rights of any nature to the WIN Application, together with the basic software code are owned by WIN Lottery s.r.o..

11.2. The software is protected by copyright law, no. 121/2000 Coll. from April 7, 2000, the Act on Copyright, Rights Related to Copyright and Amending Certain Laws (Copyright Act).

## **12. WINNINGS PAID**

12.1. Winnings are shipped worldwide and inland (in this case the Czech Republic), to the EU, or elsewhere abroad, and from it the fee for the bank transaction is derived.

12.2. Inland, banking transactions are usually made in (CZK) crown bank account of WIN Lottery s.r.o. to CZK bank accounts of the winners without any charges, unless such domestic banks charge a fee for such transfer.

12.3. For bank transactions within EU and abroad, the fees are set otherwise, and it may happen that the winnings will be lower than the fees for such banking transactions. In this case, the fees of such banking transactions shall be paid from the Profits of WIN Lottery s.r.o, but only in the case the bank account of WIN Lottery s.r.o. contains sufficient funds. If not, then all or some winnings shall be delayed until the bank account of WIN Lottery s.r.o. contains sufficient amount (hereinafter "Sufficient Amount") to cover all winnings and their banking transactions in a given period (hereinafter referred just the "Period"), and it does 1-3 months (words = two to three months) period does not apply here.

12.4. Within the set Period, bulk payment to all winners in a given period i.e. in 1-3 months (in words = in two to three months) should be made, provided Sufficient Amount is available at the bank account of WIN Lottery s.r.o, designated to cover all winnings and their banking transactions.

12.5. The Period is understood so that at the end of each such Period "certain number of winners=all winners in this Period" shall be paid, and each such period shall have either the same, similar, or different winners.

12.6. WIN Lottery s.r.o does not affect the Sufficient Amount on its bank account and cannot estimate whether all the winnings are sent within the Period, and therefore WIN Lottery s.r.o. or other trading companies listed or unlisted herein accept no claims for compensation for the delay in pay-outs.

12.7. Winnings (i) are paid automatically and in bulk from the CZK bank account of WIN Lottery s.r.o. through API banking of Fio banka, a.s. to the bank accounts of the winners; (ii) and those that are sent to the winners' bank accounts are immediately automatically deleted from the WIN Application winning table, along with other information about the winners, and all these details about the winners will be saved in the WIN Application tab as a list of winners in the given period.

12.8. If these payments of the winnings are not made within the Period or if they are affected by the Sufficient Amount, or other circumstances, WIN Lottery s.r.o. or any trading company listed or unlisted herein shall bear no liability for any such delayed or missed payments. WIN Lottery s.r.o. shall make reasonable efforts to avert all these circumstances, but it cannot eliminate them. Please note that the winnings are sponsored and paid to the winners exclusively by WIN Lottery s.r.o. and only in the good intention.

### **13. TAX DUTY**

13.1. In both cases, the WIN Lottery s.r.o. and the drawn winners and are obliged to pay taxes in the amount established by the state and recognize it as the income tax. WIN Lottery s.r.o. shall pay it from the profit and the winners from their winning.

13.2. If the winner resides in the tax-exempt state, it is necessary for each such winner to find out whether they should pay any tax from the winning or not.

13.3. If the winners have not paid and will not pay proportional taxes from the amount won, despite being liable to do so, if they pay it late or not at all, neither WIN Lottery s.r.o. nor any other trading company, listed or unlisted herein can be held responsible for it. The winners should take care of their tax return and file it with the corresponding revenue authority in order to avoid their troubles and possible troubles of WIN Lottery s.r.o. and troubles of other parties.

### **14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

14.1. Neither WIN Lottery s.r.o. nor any other trading company, listed or unlisted herein provides no warranties in respect of payments to the winners full operation, functional properties of the software and graphic processing or full operation and functionality of the [www.winlot.cz](http://www.winlot.cz) website. WIN Lottery s.r.o. hereby indemnifies itself against any bad influences, factors and activities caused by any party, listed or unlisted herein and at the same time, it will make all reasonable efforts to provide the User with as many securities as possible, as stated within these T&C.

14.2. Neither WIN Lottery s.r.o. nor any other company, listed or unlisted herein is in no way liable for any a direct, indirect, special, repressive, exemplary or consequent losses or damages of any kind, arising as a consequence of your use or access to the WIN Application.

14.3. WIN Lottery s.r.o. is not liable for any damages or changes of your equipment, including computer equipment, portable device or mobile phones as a result of installation or use of the WIN Application.

## **15. END OF VALIDITY**

15.1. WIN Lottery s.r.o. may terminate your use of the WIN Application any time after it notifies you about such termination.

15.2. After the end of the validity, you must stop using the WIN Application.

## **16. FINAL PROVISIONS**

16.1. The User has become acquainted with these T&C, he/she has read them thoroughly and agrees with everything stated in all the paragraphs and points, confirming it is in accordance with his/her true, free, and serious will, not in distress and under any pressure from the WIN Lottery s.r.o. or other parties listed or unlisted herein.

16.2. WIN Lottery s.r.o. may update these T&C anytime, but it must notify the existing Users about any possible changes (hereinafter just the "Changes of the T&C").

16.3. If any current user does not agree with these Changes of the T&C, he/she must stop using the WIN Application, and this also applies to a new user.

16.4. Changes of the T&C, and software updates can always be seen and downloaded from the App Store, at the same place where you can download the WIN Application and the information will also be published on the [www.winlot.cz](http://www.winlot.cz) website or social networks.

16.5. The T&C of the WIN Application become effective on January 1, 2017.