**Inti’sLuck TERMS AND CONDITIONS**

The following document is the Inti’sLuck Sweepstakes Casino (hereinafter “the Game”) developed and owned byBlueaurum LLC terms and conditions (in the following referred to as the “the Terms and Conditions”). These Terms and Conditions shall regulate the contractual relationship between Blueaurum LLC and individuals (in the following referred to as “Member”, “User” or “You”) who use the telecommunication services and software license provided by Blueaurum LLC. These Terms and Conditions shall also govern all content sent and uploaded by Members within the scope of the services (in the following referred to as “the Service”) at [\*] or app (in the following referred to as “the Website/APP”) including E-mails, entries or chat messages.

The Game is a free-to-play sweepstakes game based on casino motifs such as slot and roulette, where Users can play for a chance to win prizes of physical gold, with in-app purchases available for Users who want to play ad-free or with upgrades that improve the gaming experience to win gold. Information pertaining to the game that is offered, the rules, and further information about game play can be found on the Website/APP and form part of these Terms and Conditions. Under any circumstances purchase is necessary in order to play the game.

**1. General Terms**

**1.1. Acceptance of Terms and Conditions**

By using this Website/APP and/or creating an account (hereinafter “the Member Account” and becoming a Member, You accept and agree to all terms, conditions and notices contained or referenced on the Terms and Conditions. Please read the following Terms and Conditions carefully. If You do not agree to the Terms and Conditions, do not use this Website/APP. By accessing, using, or downloading in any way, without limitation, the Service from this Website/APP, or merely browsing this Website/APP, You agree to and are bound by these Terms and Conditions.

Inti’sLuck reserves the right to change the Terms and Conditions at any time, without prior notice to You or any other Member or Website/APP visitor. In such an event, Blueaurum LLC will send You an e-mail containing the revised terms and conditions or a notification containing a link to where the revised terms and conditions can be viewed on the Website/APP at least two (2) weeks before they go into effect. Blueaurum LLC may also send notice of the revisions to You using the Inti’sLuck messaging service. If You do not expressly object to the validity of the new terms and conditions via e-mail within this two (2) week period, then the newly revised Terms and Conditions will be considered agreed upon. If You reject the newly revised Terms and Conditions, then Inti’sLuck may terminate this license agreement as provided herein.

The Inti’sLuck ensures that all the content in this Website/APP, including monetization, advertising marketing and all other aspects of the Website/APP are transparent accurate, fair, not deceptive and do not mislead Users.

**1.2. Registration and eligibility**

The use of the Service provided by the Website/APP requires Member registration. Member registration is free of charge. There is no registration fee. No Player is entitled to registration at Inti’sLuck. By using this Website/APP, You represent and warrant that You have the right, authority and capacity to enter into this agreement and to abide by all of these Terms and Conditions. Inti’sLuck reserves the right, in its sole and absolute discretion, to refuse service and access to any potential participant.

**1.3. Usernames**

Usernames may not be derived either from E-mail addresses or Internet sites, may not infringe upon the rights of third parties, and may not violate any rules of good conduct.

**1.4. Passwords**

For security reasons, passwords must differ from usernames and may be changed whenever the user deems necessary. Passwords should not be sequences of consecutive numbers (i.e.: “2345678”) or letters (i.e.: “ABCDEFG”). More specifically, a secure password should contain a combination of numbers, letters and, when possible, special characters. Passwords should be kept secret and periodically changed (every 2 months at the latest).

If a third-party gains access to the Member Account who is in violation of these security guidelines, then the User shall bear any and all expenses incurred and Inti’sLuck will not issue any form of compensation. Inti’sLuck will not give your password to any third parties unless we are required to do so by law. Inti’sLuck will never ask Members for their passwords via telephone or E-mail. Inti’sLuck can only use the password request form on the login page to request a password.

**1.5. Multiple Registrations**

Multiple registrations, as well as the setting up and operation of multiple accounts at Inti’sLuck are prohibited. Member Accounts are non-transferable.

**1.6. Extent of Use**

**1.6.1. Limitations of Use**

A Member’s entitlement to use of the Website/APP and the features that are offered therein are solely dependent upon the current technical status at Inti’sLuck. Temporary disturbances may be experienced due to the interruption of telecommunications, power outages, hardware and software failures, etc.

**1.6.2 Hardware / Software / Connections**

Inti’sLuck Users are solely responsible to ensure that their hardware, software, and internet connections are current and meet necessary system requirements.

This Website/APP, including the Game and software, is provided by Inti’sLuck on an “as is” and “as available” basis. To the fullest extent permissible by applicable law, Inti’sLuck and the providers disclaim all implied warranties, including but not limited to, implied and statutory warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

**1.6.3. Maintenance Periods**

Maintenance work is conducted mainly for the purpose of ensuring the server's security and integrity. If possible, Members shall be notified of maintenance periods in advance. A portion, or sometimes all, of the features of the Website will no longer be available during maintenance periods Games that have begun prior to such maintenance periods will not be extended, despite the fact that no game play can take place during maintenance periods.

**1.6.4. Local Laws, Game Not Available in Some Jurisdictions**

You are subject to the laws of the country, state, city or other legal entity (collectively "Jurisdiction") in which You reside and/or from which You access the Website/APP and the Service. The laws governing sweepstakes, are set up by each individual Jurisdiction.

For example, according to the legal situation in the US, citizens of the following states are unfortunately not allowed to play (hereinafter referred to as “Prohibited Jurisdiction”):

Washington, Idaho, Nevada, Kentucky, Ohio, Georgia, Michigan and Alabama.

If You open a Member Account and/or participate in any Game offered on the Website/APP while located in a Prohibited Jurisdiction, You will be in violation of the law of such Jurisdiction and these Terms and Conditions, and subject to having Your Member Account suspended or terminated. Additionally, all Your prizes, if any, may be voided at the sole discretion of Inti’sLuck. You hereby agree that Inti’sLuck cannot be held liable if laws applicable to You restrict or prohibit Your participation. Inti’sLuck makes no representations or warranties, implicit or explicit, as to your legal right to participate in any Game offered on the Website nor shall any person affiliated, or claiming affiliation, with Inti’sLuck have authority to make any such representations or warranties.

**1.7. Duration and Termination**

**1.7. 1** The term of these Terms and Conditions shall be valid for an indefinite period of time from the date of acceptance.

**1.7.2.** A Member has the right to terminate the Member Account at any time as well as the user license agreement. To terminate Your Account, please send written notice to [\*], or via email to [[\*]](mailto:termination@gameduell.com).

**1.7.3** Notwithstanding the generality of anything set forth in the Terms and Conditions, Inti’sLuck may also stop licensing the Game and Service in the event of a change in the Service offered or in the Terms and Conditions, or if we cease our activities.

**1.8. Liability and Corrective Action**

**1.8.1. Limitation of Liability**

You expressly agree that use of the Website/APP and Service is at Your sole risk. Inti’sLuck is not liable for loss, damage, or injury caused by access, use, or attempted access or use of the Website/APP. Inti’sLuck is also not liable for any loss, damage or injury caused by downloading any data from the Website/APP or for information obtained in any other way from Inti’sLuck unless the problems can be attributed to wanton negligence or purposeful breach of duty on the part of Inti’sLuck. Inti’sLuck shall only be held liable for its vicarious agents and/or legal representatives who have acted with wanton negligence or purposeful breach of duty and as long as no material contractual obligations have been violated by Inti’sLuck, its vicarious agents and/or legal representatives. Damage resulting from injury to life, body or health shall not be affected.

**1.8.2. Errors**

Inti’sLuck is not liable for errors in data entry, transmission, and/or scores, as Inti’sLuck has no influence over these problems.

**1.8.3. Erroneous Data Entry**

Inti’sLuck reserves the right to retroactively amend obvious errors in the specification of in-app prices, quotes, etc.

**1.8.4. Abuse**

Inti’sLuck is not liable for any damages of any kind that are caused due to a Member's misuse of Inti’sLuck Service, which include all resulting losses by any third parties.

**1.8.5. Premature Closing**

If Inti’sLuck is forced to close a Game, that’s taking course, prematurely, then the participating Members can have their in-game purchase refunded, subject to refund policy in section [\*] and credited to their Member Accounts. To the maximum extent permitted by the applicable Law, Inti’sLuck is not liable for any collateral or consequential damages.

**1.8.6. Prizes**

Inti’sLuck is not liable for lost prize, not even in the case of prematurely closed Game.

**1.8.7. Accountability for Content**

Inti’sLuck shall be accountable for the content that it makes available. Inti’sLuck cannot be held accountable for offers from third-parties for which we only offer access (such as via links). We expressly call to your attention that we cannot be held liable for any content on third-party websites for which we offer links.

**2. Intellectual Property**

Inti’sLuck owns the intellectual and industrial property rights or has obtained the corresponding authorizations or licenses for its exploitation, on the domain name, trademarks and distinctive signs, the application and other works and inventions associated with the website and the technology associated with it, as well as its contents. As well as the contents of this Website/APP, including its designs, games, text, avatars, images, and source code ("Content").

The totality of this Content and its possible derivatives are protected by international intellectual property rights.

In no way may the Content be used, reproduced, copied or transmitted in any form without the express permission of Inti’sLuck.

The trademarks of third parties that may eventually appear on the Website/APP belong to the third-party owners of the same.

**3. Data Protection**

At Inti’sLuck we take good care of the protection the personal data of the Users. Please refer to our Privacy Policy for further information.

**4. Indemnification**

By enjoying the Game and the Service, the Member agrees, at his/her own expense, to indemnify, defend and hold harmless Inti’sLuck, its parent companies, subsidiaries and affiliates, its partners, third party suppliers and their directors, representatives, employees and agents from and against any and all losses, damages, injuries, claims estimates, claims, demands and expenses, including legal fees and expenses, of any kind or nature whatsoever, arising out of, relating to or resulting from (i) any breach by You of these Terms and Conditions; or (ii) damage occurred because of the use of the Game; including, without limitation, any claim for personal injury (including death), injury to reputation, breach of privacy, or damage to tangible property or data (including loss of property or loss of use of tangible property or data).

**5. The Game**

**5.1. Odds of Winning Games**

The result of the Game depends on pure chance and the chances of winning are the same for all members, despite of proceeding to in-app purchases. The precise odds of winning are [\*]

**5.2. Result and Wins**

You will be notified of the result of the Game immediately following each Game, except in the case of Games with substantial (as determined by Inti’sLuck in its sole discretion) prizes, where this communication may be delayed for up to five (5) business days while verification of the results takes place in order to help prevent potential abuse. Should you be awarded with a prize, Inti’sLuck will also send you the notification to your email and phone You, should it be required by applicable law. Hence it is very important the contact information provided by You is accurate.

Inti’sLuck is not liable for any lost potential prize, not even in the case of the Game being closed prematurely.

If a delivery of a prize is not possible, then Inti’sLuck shall deposit the prize [\*] where they will remain for a period of [\*] years. The entitlement to withdrawal will become invalid after [\*] years. That limitation of claim of the prize will begin at the end of the year in which the notification was made. Inti’sLuck regularly contributes to charities when prizes cannot be withdrawn or delivered because the statute of limitation is exceeded, when prizes are surrendered because they cannot be withdrawn or delivered, or when contract punishments are incurred.

**5.3. Game Rules**

[\*]

**6. In-app purchases**

Playing the Game is free of charge and no entry fee is required. However, You have the possibility to unlock and ad-free version or version with advanced features through in-app purchase. Please bear in mind that none of these two options will increase the chances of winning the Prize, only enhance the Game user experience.

Users are informed that these purchases will be processed through the [Google Play or Apple Store] (hereinafter “App Store Provider“)from which you originally downloaded the application.

Users are also informed that they can access the applicable in-app purchase rules and policies directly from the app stores.

You acknowledge and agree that all billing and transaction processes are handled by the App Store Provider from whose platform you downloaded the Game and are governed by the App Store Provider's terms and conditions/EULA. If you have any payment related issues with In-App Purchases, inlcuding payments and refunds., then you need to contact the App Store Provider directly.

**7. Age Verification, eligibility and proof of identity**

Persons under the age of 18 or under the age of majority of your Jurisdiction are not permitted to participate in the Game. In order to comply with youth protection regulations, Inti’sLuck reserves the right to execute a verification of age. Age verification can be automatically carried out upon completion of registration, based on the information entered, or prior to the delivery of the prize. If the user is not in possession of a valid ID Inti’sLuck will do its best to determine another equally valid form of age verification.

For security reasons, Inti’sLuck is authorized to withhold the prize until proof of identity can be confirmed. In cases such as these, the user shall be obligated to send a copy his/her personal ID or passport, along with a written request to withdraw the funds, including his bank information.

**8. Limitation of Participation**

Employees and staff members of Inti’sLuck and their associate companies are not eligible to participate on Inti’sLuck. They may, however, participate in games for testing purposes, but without the intent to achieve any prize form Inti’sLuck.

**10. Fundamental Rules of Use and the Interdiction of Abuse**

**10.1. Abuse**

Abusive behavior on Inti’sLuck is prohibited. Abuse behavior includes, but is not limited to:

• purposely entering faulty, misleading, incorrect, or incomplete information;

• opening multiple Member Accounts or opening Member Accounts without proper authorization or;

• committing, or attempting to commit fraud, especially through the use of mechanisms, software, or any script in association with the Website/APP that is intended to interrupt the functioning of the Website/APP, help a user achieve better results than could be achieved through the sole use of a mouse/keyboard, help the user to achieve a score that is not possible by following the game controls described by Inti’sLuck, or negatively influence another Member's game controls.

• purposely causing an interruption or error in order to influence a game, such as to cause the game to prematurely end;

• breaking any further rules or duties that are detailed in the general Terms and Conditions.

**10.2. Consequences of Abuse**

Inti’sLuck is authorized to close and/or delete Member Accounts and end this contractual agreement without notice in cases of abusive behavior or the suspicion of abuse. If this occurs, then the Game which may have already begun will be aborted and the results will not be evaluated. The applicable Member must then compensate Inti’sLuck for problems arising therefrom. Furthermore, if the Member Account is blocked or terminated then the Member is obligated to pay a contract penalty to Inti’sLuck. Inti’sLuck reserves the right to demand an increased compensation for damages, though the Player may refute this claim and prove he should be obligated to pay less or no compensation for damages. Inti’sLuck reserves the right to withhold the prize from the abusive Members in compensation for damages to Inti’sLuck or third-parties, as well as to pay for contract penalty.

**10.3. Measures against Abuse**

In accordance with section 10.1 and 10.3., Inti’sLuck reserves the right to block or delete Member Accounts, and release information to legal courts and government agencies in the event of abusive content, statements, etc. Furthermore, Inti’sLuck reserves the right to file a report with the police.

**11. Reporting Problems**

All problems encountered during the use of our Service, including those with regard the Game, Member Accounts, etc., can be reported to Inti’sLuck of when the problem is encountered. Please be aware that due to data protection regulations Inti’sLuck deletes certain information in a certain period of time.

**12. Public Relations**

You consent to the use of your username, photographs and recordings to be displayed along with your prize for the purpose of advertisement, press releases, release in printed media, radio, television, Internet, and otherwise be publicly made available, used, and duplicated if you win a prize of the month/year or a special prize.

**13. Applicable Law and Courts**

13. 1 Applicable Law. The Terms shall be construed and interpreted, and enforced pursuant to the laws of the State of Georgia applicable to contracts entered into and wholly performed within Georgia without regard for conflict of law principles, or, if appropriate, the federal laws of the United States of America applicable therein.

13.2 Forum. The User consent to the exclusive jurisdiction and venue of the Federal and State courts located in Georgia [\*].

Last updtated: [\*] 2023