

# HORSEY



## HORSEY TERMS AND CONDITIONS

VERSION: 1.0 DATE OF LAST UPDATE: March 29, 2025

These Terms and Conditions form a binding legal agreement between you and us and apply to your use of any of our Games or our Platform in any way, through any electronic device (web, mobile, tablet or any other device).

**PLEASE NOTE THAT THESE TERMS AND CONDITIONS INCLUDE A PROVISION WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AND REQUIRING YOU TO PURSUE PAST, PENDING, AND FUTURE DISPUTES BETWEEN YOU AND US THROUGH INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT WITHIN THE SPECIFIED TIME FRAME. SEE CLAUSE 24 FOR MORE INFORMATION.**

You must read these Terms and Conditions carefully in their entirety before checking the box for acceptance. By checking the box for acceptance during the registration process, or by accessing the Games or creating a Customer Account, you confirm that you have read and agree to be bound by these Terms and Conditions, which include and are inseparably linked to our Privacy Policy, Responsible Gaming Policy, Sweeps Rules, Customer Acceptance Policy and other game-specific or promotion-specific terms relevant to your Participation.

If you do not agree with any provision of these Terms and Conditions or any other linked policy, rules or terms you may not install or use the Platform or play any Game.

HORSEY



**THE GAMES AND PLATFORM DO NOT OFFER REAL MONEY GAMBLING, AND NO ACTUAL MONEY IS REQUIRED TO PLAY.**

**ONLY PLAYERS IN THE UNITED STATES (EXCLUDING THE STATES OF CONNECTICUT, IDAHO, MICHIGAN, MONTANA, NEVADA AND WASHINGTON) AND CANADA (EXCLUDING QUEBEC) ARE ELIGIBLE TO ENTER THE SWEEPSTAKES. PLEASE REFER TO CLAUSE 1.1 OF THE SWEEPS RULES TO CHECK YOUR ELIGIBILITY.**

**YOU CAN REQUEST REDEMPTION OF ANY PRIZES BY SELECTING THE "GET COINS" AND THEN THE "REDEEM" BUTTON ON THE PLATFORM. WHERE YOU REDEEM PRIZES FOR GIFT CARDS, SUCH PRIZES WILL BE ALLOCATED TO THE EMAIL ADDRESS REGISTERED AGAINST YOUR CUSTOMER ACCOUNT, AND IF THIS IS NOT TECHNICALLY POSSIBLE, THEN TO AN ALTERNATIVE EMAIL ADDRESS YOU HAVE DESIGNATED. WHERE YOU REDEEM PRIZES FOR CASH, SUCH PRIZES WILL BE PAID TO THE PAYMENT MEDIUM FROM WHICH YOU PURCHASED GOLD COINS, AND IF THIS IS NOT TECHNICALLY POSSIBLE, THEN THROUGH AN ELECTRONIC PAYMENT TO THE BANK ACCOUNT YOU HAVE DESIGNATED.**

## **1. DEFINITIONS**

**Collective Arbitration** means any claim as part of a class, group, collective, coordinated, consolidated, mass, or representative proceeding.

**Content** means text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code and other material used, displayed or available as part of the Games and Platform. Content includes Gold Coins and Sweeps Coins.

**Customer Account** means an account held by a Registered Customer.

**Excluded Territory** means the states of Washington, Michigan, Montana, Connecticut and Nevada in the United States, as well as any outlying U.S. territories or possessions, the province of Quebec in Canada, and any other jurisdiction outside of the United States and Canada.

**Fraudulent Conduct** means any of the conduct described in clause 11.1.

**Game** means any one or more chess-related Game(s) available on the Platform in either Standard Play or Promotional Play. We reserve the right to add and/or remove Games from the Platform (including limiting their availability in certain jurisdictions) at our sole discretion for any reason.

**Gold Coin** means the virtual social gameplay token which enables you to play the Standard Play Games. Gold Coins have no monetary value and cannot under any circumstance be redeemed for prizes.

**Inactive Account** means a Customer Account which has not recorded any log in or log out for a period exceeding 12 consecutive months.

**Live Chat** means a facility provided by us and used by you to communicate in real time.

**Merchandise** means any physical goods provided to you by Horsey as a reward or as a competition or tournament prize.

**MGA** means the Malta Gaming Authority.

**Participate** means playing any Games or using our Platform in any manner whatsoever, including any of the conduct described in clause 3.

**Payment Administration Agent** means the services provided through any related body corporate, affiliate, or third party we appoint to act as our agent.

**Payment Medium** means any card, online wallet, financial/bank account or other payment medium used to purchase Gold Coins.

**Platform** means the services provided through any URL or mobile application belonging to, or licensed to, Horsey Group, and branded as part of the "Horsey" family of games, including the website located at <http://www.horseychess.com>, and all subdomains, subpages and successor sites thereof, as well as all Games, features, tools and services available thereon.

**Player** or **you** means any person who Participates, whether or not a Registered Customer.

**Player Support Team** performs the player support function referred to in section 39(1) of the Player Protection Directive.

**Prizes** means prizes won when playing Promotional Play Games which are redeemable for valuable prizes in accordance with the Sweeps Rules.

**Promotional Play** means participation in our sweepstakes promotions by playing any games on the Platform with Sweeps Coins.

**Registered Customer** means a Player who has successfully registered a Customer Account, whether that account is considered active or not.

**Standard Play** means participating in any game on the Platform played with Gold Coins. We may give you Gold Coins free of charge when you sign up to a Platform and thereafter at regular intervals when you log into a Platform. You may win more Gold Coins when you play in Standard Play and you may purchase more Gold Coins on the Platform. You cannot win prizes when you Participate in Standard Play.

**Sweeps Coins** means sweepstakes entries subject to the Sweeps Rules. We may give you Sweeps Coins free of charge when you sign up to a Platform, as a bonus when you purchase

Gold Coins or via each of our free alternative methods of entry as set out in the Sweeps Rules. You may win more Sweeps Coins when you play Promotional Play Games. **YOU CANNOT PURCHASE SWEEPS COINS.**

**Sweeps Rules** means the Sweeps Rules available on the Platform.

**Terms and Conditions** means these terms and conditions, as amended from time to time.

**Third Party Website** means a third party website not controlled by us.

**Horsey GP** means Horsey GP Limited, a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address in Malta.

**Horsey Group, we, us or our** means Horsey Games, Horsey Malta, Horsey GP and related parties.

**Horsey Malta** means Horsey Malta Limited, a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address in Malta.

**Horsey Games** means Horsey Games Limited, a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address in Malta.

## 2. LICENSING AND THE PROTECTION OF FUNDS

2.1. The online social game known as "Horsey" is owned and operated by Horsey GP. All payments are processed by Horsey GP or any Payment Administration Agent it appoints. The sweepstakes promotions and Prizes offered by Horsey are operated by Horsey Games. Horsey Games is licensed and regulated in Malta by the MGA to operate the Promotional Play Games.

2.2. Funds equal to the aggregate value of Prizes which Registered Customers have chosen to leave unredeemed are held by Horsey Games in accounts separate from its business account. This means that steps have been taken to protect such funds, but that in the event of insolvency there is no absolute guarantee that any Prizes which you have not yet redeemed will be allocated or paid to you.

## 3. YOUR PARTICIPATION

### Restrictions

3.1. You declare and warrant that: a. you are over 21 years of age or such higher minimum legal age of majority as stipulated in the jurisdiction of your residence and are, under the laws applicable to you, legally allowed to participate in the Games offered on the Platform;

b. WHEN PARTICIPATING IN: i. STANDARD PLAY, YOU DO NOT RESIDE IN OR ACCESS THE PLATFORM FROM THE EXCLUDED TERRITORIES; AND ii. PROMOTIONAL PLAY, YOU DO NOT RESIDE IN OR ACCESS THE PLATFORM FROM THE EXCLUDED TERRITORIES OR THE STATE OF IDAHO;

c. you participate in the Games strictly in your personal capacity for recreational and entertainment purposes only;

d. you participate in the Games on your own behalf and not on the behalf of any other person;

e. all information that you provide to us during the term of validity of these Terms and Conditions is true, complete and correct, and you will immediately notify us of any change to such information;

f. money that you use to purchase Gold Coins is not tainted with any illegality and, in particular, does not originate from any illegal activity or source, or from ill-gotten means;

g. you will not purchase Gold Coins from a business or corporate account, but only an account held in your name;

h. you will not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to your or third parties' participation in any of the Games and you will not use any software-assisted methods or techniques (including but not limited to chess engines, bots designed to play automatically) or hardware devices for your participation in any of the Games. We reserve the right to invalidate any participation in the event of such behaviour;

i. in relation to the purchase of Gold Coins, you must only use a valid Payment Medium which lawfully belongs to you;

j. you will not sell or trade for value, or seek to sell or trade for value, or accept as a sale or trade for value, any Merchandise provided to you by Horsey;

k. you will not intentionally lose your coins on purpose to benefit another player's coin stack, often referred to as 'coin dumping', and

l. you will not intentionally receive coins in a 'coin dumping' scheme.

3.2. GOLD COIN PURCHASES MADE FROM WITHIN THE STATES OF WASHINGTON, MICHIGAN, MONTANA, CONNECTICUT AND NEVADA IN THE UNITED STATES OF AMERICA WILL BE VOIDED AND REFUNDED, MINUS AN ADMINISTRATIVE FEE OF UP TO 10% OF THE TOTAL PURCHASES MADE BY THE PLAYER, IN ADDITION TO ANY CHARGES THAT MAY BE LEVIED BY THE BANK OR FINANCIAL INSTITUTION MANAGING THE AFOREMENTIONED REVERSAL.

3.3. It is a Player's responsibility to ensure that their Participation is lawful in their jurisdiction. Any person who is knowingly in breach of clause 3, including any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your location or place of residence, or by Participating from an Excluded Territory or through a third party or on behalf of a third party located in an Excluded Territory, is in breach of these Terms and Conditions. You may be committing fraud and may be subject to criminal prosecution.

## **Eligible Players**

3.4. Employees of Horsey Group, any of their respective affiliates, subsidiaries, holding companies, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Games and their immediate family (spouse, parents, siblings and children, whether the relationship is by birth, marriage or adoption) and household members (people who share the same residence at least 3 months of the year) are not eligible to Participate.

## **4. LICENCE**

4.1. Subject to your agreement and continuing compliance with these Terms and Conditions, Horsey Group grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to access and use the Platform and the Content, through a supported Web browser or mobile device, solely for your personal, private entertainment and no other reason.

4.2. Horsey Group grants you a personal, non-exclusive, nontransferable, non-sublicensable, revocable, limited licence to use the avatars available on the Platform. PLEASE NOTE THAT HORSEY GROUP MAY ADD OR REMOVE AVATARS AT ITS SOLE DISCRETION AND WITH NO FURTHER NOTICE TO YOU. THE PURCHASE OF AN AVATAR IS THE PURCHASE OF A LICENCE TO USE THAT AVATAR FOR AS LONG AS IT IS AVAILABLE ON THE PLATFORM.

4.3. These Terms and Conditions do not grant you any right, title or interest in the Platform or Content.

4.4. You acknowledge and agree that your licence to use the Platform is limited by these Terms and Conditions and if you do not agree to, or act in contravention of, these Terms and Conditions, your licence to use the Platform (including the Games and Content) may be immediately terminated.

4.5. Where the Platform or any Game is deemed to be illegal under the laws of the jurisdiction in which you reside or are situated, you will not be granted any licence to, and must refrain from accessing, the Platform or relevant Game.

## 5. YOUR CUSTOMER ACCOUNT

### Single Account

5.1. You are allowed to have only one Customer Account, including any Inactive Account on the Platform. If you attempt to open more than one Customer Account, all accounts you have opened or try to open may be suspended or closed and the consequences described in clause 21.3 may be enforced.

5.2. You must notify us immediately if you notice that you have more than one registered Customer Account, whether active or not on any one Platform. **DO NOT CREATE A NEW CUSTOMER ACCOUNT IF YOU WISH TO CHANGE YOUR EMAIL, ADDRESS OR SURNAME.**

### Accuracy

5.3. You are required to keep your registration details up to date at all times. If you change your address, email, phone number or any other contact details or personal information contact Customer Support via our website form and choose 'Request Support' from the drop down menu in order to update your details. The name that you provide to us at registration must be identical to that listed on your government issued identification.

### Security and Responsibility of Your Customer Account

5.4. As part of the registration process, you will have to choose a password to login into the Platform, unless you login to your Customer Account using the Facebook® login facility in which case your Facebook® password will apply.

5.5. It is your sole and exclusive responsibility to ensure that your Customer Account login details and any Payment Mediums are kept secure and are only accessible by you. You accept full responsibility for any unauthorised use of your Customer Account and any activity linked to your Customer Account, including by a minor (which in all events is prohibited).

5.6. You must not share your Customer Account or password with another person, let anyone else access or use your Customer Account or do any other thing that may jeopardise the security of your Customer Account.

5.7. If you become aware of, or reasonably suspect that security in your Customer Account has been compromised, including loss, theft or unauthorised disclosure of your password and Customer Account details, you must notify us immediately.

5.8. You are solely responsible for maintaining the confidentiality of your password and you will be held responsible for all uses of your Customer Account, including any purchases made under the Customer Account, whether those purchases were authorised by you or not.

5.9. You are solely responsible for anything that happens through your Customer Account, whether or not you undertook those actions. You acknowledge that your Customer Account may be terminated if someone else uses it and engages in any activity that breaches these Terms and Conditions or is otherwise illegal.

5.10. We are not responsible for any abuse or misuse of your Customer Account by third parties due to your disclosure of your login details to any third party, whether such disclosure is intentional or accidental, active or passive.

## **Account Transfers**

5.11. You may not transfer Gold Coins or Sweeps Coins between Customer Accounts, or from your Customer Account to other players, or to receive Gold Coins or Sweeps Coins from other Customer Accounts into your Customer Account, or to transfer, sell or acquire Customer Accounts. Any attempt to circumvent these prohibitions is ground for immediate closure of your Customer Account, without prejudice to any other rights or remedies available to us.

## **Inactive Customer Accounts**

5.12. We reserve the right to close your Customer Account if it is deemed to be an Inactive Account.

## **Closing of Customer Accounts**

5.13. If you wish to close your Customer Account you may do so at any time by selecting the "Contact Us" link on the Platform and submitting a request to close your Customer Account. Closing your Customer Account will forfeit all continued access to and right to use, enjoy or benefit from any Gold Coins, Sweeps Coins and unredeemed Prizes associated with your Customer Account.

5.14. If the reason behind the closure of your Customer Account is related to concerns about possible responsible gaming issues you must indicate this in your request to close your Customer Account. Further details are provided in our Responsible Gaming Policy.

5.15. You may be able to open your Customer Account again by sending a request to the Customer Support team. All requests for re-opening of an account will be evaluated by our Customer Support and Compliance teams, who abide by strict customer protection guidelines.

## **Discretion to Refuse or Close Accounts**

5.16. We reserve the right to place limits on, suspend, close, or refuse to open a Customer Account in our sole discretion. If we close your Customer Account pursuant to clause 21.1 of these Terms and Conditions, the consequences set out in clause 21 shall apply. If we close your Customer Account for other reasons, we will make reasonable efforts to enable you to redeem



any Prizes in your Customer Account, but any licence to continued use, enjoyment or benefit of or from the Gold Coins and Sweeps Coins will be terminated.

## **6. GAMES**

### **Rules**

6.1. Games offered on the Platform may have their own rules which are available on the Platform. It is your responsibility to read the rules of a Game before playing. You must familiarise yourself with the applicable terms of play and read the relevant rules before playing any Game.

### **Gold Coin Purchases**

6.2. The Payment Medium you use to purchase Gold Coins must be legally and beneficially owned by you and in your name. If it comes to our attention that the name you registered on your Customer Account and the name linked to your Payment Medium differ, your Customer Account will be immediately suspended. Should your Customer Account be suspended, we recommend that you contact Customer Support via our website form for details regarding our verification process.

6.3. We reserve the right to request documents and information to verify the legal and beneficial ownership of the Payment Medium you use to make Gold Coin purchases. We may grant or restrict access to certain Payment Mediums at our sole discretion.

6.4. You agree that we and our Payment Administration Agents and payments facilitators may store your payment information (e.g. card number or token) to process your future purchases. By accepting these Terms and Conditions, you authorize Horsey GP and our Payment Administration Agents and payments facilitators to store your payment credentials in compliance with applicable payment processing regulations.

6.5. Horsey GP begins processing a payment for the purchase of Gold Coins when you click on the "SELECT" button.

6.6. No Refunds. Purchases of Gold Coins are final and are not refundable, transferable or exchangeable. You agree to notify us about any billing problems or discrepancies within 30 days from the date of your purchase. If you do not bring them to our attention within 30 days, you agree that you waive your right to dispute such problems or discrepancies. You are responsible for and agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and any other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted or that were authorized or accepted using your Customer Account (even if not authorized by you).

## **Gold Coin and Sweeps Coins Balance**

6.7. You may participate in any Game only if you have sufficient Gold Coins or Sweeps Coins (as applicable) in your Customer Account for such Participation. We will not extend you any credit whatsoever for the purchase of Gold Coins or otherwise.

6.8. From time to time, we may assign minimum or maximum Gold Coin purchases as specified and offered on the Platform.

6.9. Once a Gold Coin purchase has been made, the funds will be drawn from your Payment Medium as soon as practicable.

6.10. The purchase of Gold Coins is the purchase of a licence that allows you to Participate in Standard Play Games and is not the deposit of funds which can be withdrawn. Funds used to purchase Gold Coins will not, and cannot, be refunded to you, except as provided in clause 6.6. Gold Coins do not have any real money value.

6.11. Gold Coins or Sweeps Coins that have been submitted for play and accepted cannot be changed, withdrawn or cancelled and the Gold Coins or Sweeps Coins (whichever applicable) will be drawn from your Gold Coin or Sweeps Coins balance instantly.

6.12. If you are found to have one or more of your purchases returned or reversed or charged back, your Customer Account will be suspended. If this occurs, the amount of such purchases will constitute a debt owed by you to us and you must immediately remit payment for such purchases through an alternative payment method. Until payment is received by us or our Payment Administration Agent, any purchases and winnings will be deemed void and requests to redeem Sweeps Coins for Prizes will not be allowed.

6.13. In accordance with the Sweeps Rules: a. unless we require otherwise in accordance with clause 6.13(b), any Sweeps Coin allocated to you is only required to be played once before it is eligible to be redeemed as a Prize; and

b. we may, in our sole discretion, require that any Sweeps Coins allocated to you be played a greater number of times

(not exceeding 20) in any combination of Promotional Play Games before it is able to be redeemed as a Prize.

## **Void Games**

6.14. We reserve the right to declare Participation in a Game void, partially or in full, if, in our sole discretion, we deem it obvious that there was an error, mistake, misprint or technical error on the pay-table, win-table, minimum or maximum stakes, odds or software.

## **Final Decision**

6.15. In the event of a discrepancy between the result showing on a user's device and the Horsey Group server software, the result showing on the Horsey Group server software will be the official and governing result.

## **7. PROMOTIONS**

7.1. All promotions, including Games played in Promotional Play, contests, special offers and bonuses are subject to these Terms and Conditions, the Sweeps Rules and to additional terms that may be published at the time of the promotion.

7.2. In the event and to the extent of any conflict between these Terms and Conditions and any promotion-specific terms and conditions, the promotion-specific terms and conditions will prevail.

7.3. Horsey Group reserves the right, at its sole discretion, to withdraw or modify such promotions (including their availability) without prior notice to you.

7.4. If, in the reasonable opinion of Horsey Group, we form the view that a Registered Customer is abusing any promotion, to derive any advantage or gain for themselves or other Registered Customers, including by way of Fraudulent Conduct we may, at our sole discretion, withhold, deny or cancel any advantage, bonus or Prize as we see fit.

7.5. Without limiting clause 12.4, you confirm that you grant Horsey Group an irrevocable, perpetual, worldwide, non-exclusive, royalty-free licence to use in whatever way we see fit, and without further acknowledgement of you as the author, any Content you post or publish as part of a promotion, contest or competition.

## **8. REDEMPTION OF PRIZES**

### **Prize Redemption Methods**

8.1. Subject to these Terms and Conditions: a. When you choose to redeem Prizes for gift cards, the gift cards will be allocated to the email address that you have registered against your Customer Account, or if this is not technically possible, then to an alternative email address you nominate, provided that email address is also your address and not that of a third party; and

b. When you choose to redeem Prizes for cash, the cash payment will be made to the Payment Medium from which

you purchased Gold Coins, or if this is not technically possible, then to an alternative financial account you nominate, provided that account is legally and beneficially owned by you. We reserve the right to require the use of the same payment method for redemption of Prizes as was used to purchase Gold Coins, or a specific payment method at our own discretion.

## **Limits and Fees**

8.2. We reserve the right to charge fees for processing the redemption of Prizes to you and to set a minimum redemption threshold of SC50 for Prize redemptions.

8.3. In New York and Florida, the maximum redemption value for a Prize won on any one game or play is USD \$5,000 and any Prize with a value in excess of USD \$5,000 will be reduced to a maximum value of USD \$5,000.

8.4. We reserve the right, in our sole discretion, to limit the value of your Prize redemptions to:  
a. USD\$10,000 per day; or

b. any other amount over any time that we consider necessary to satisfy our regulatory obligations or the

requirements of our partners and suppliers.

## **Your Responsibility for Prize Redemptions and Accuracy of Details**

8.5. When you choose to redeem Prizes for gift cards pursuant to clause 8.1(a), it is your sole responsibility to ensure that the email address and all relevant details you provide are accurate. If the details you have provided are not accurate, and we have processed the redemption using the details you have provided, the redemption of that Prize is complete and we are not required to reissue the gift cards.

8.6. If no valid email address is provided to us within 60 days of a request from us to do so, Horsey Group is not obliged to allocate the gift cards to you and may in its discretion deem the Prizes to be void.

8.7. When you choose to redeem Prizes for cash, it is your sole responsibility to ensure that your financial institution will accept payment from us into your bank account. Horsey Group has no obligation to check whether your financial institution will accept payments from us to your nominated bank account.

8.8. Subject to clause 8.9, we will not make payments into an account or online wallet which does not match your verified name or the name you provided when registering your Customer Account or that is not legally and beneficially owned by you.

8.9. Prizes redeemed for cash:

a. will be paid into a joint account or joint wallet provided that one of the names on the joint account or joint wallet matches the name you provided when registering your Customer Account or your verified name and all verification checks we require in relation to you and the other account holder are completed to our satisfaction. For the avoidance of doubt, if either joint account holder does not satisfy our verification requirements, as determined solely at our discretion, we will not make payments into the nominated joint account;

b. will not be paid into:

- i. a joint account or joint wallet where one of the joint owners is a minor; or
- ii. custodial accounts; or
- iii. any account held on trust for, or for the benefit of, a third party (including a minor).

8.10. Where you are required to provide the details of your financial institution, bank account or online wallet, you agree that you are solely responsible for the accuracy of those details. You further agree that, where you have chosen to redeem a Prize for cash and the details you have provided are not accurate, and we have processed the payment using the details you have provided, the redemption of that Prize is complete and we cannot and are not required to reverse or reissue the payment.

8.11. You acknowledge and agree that, if your financial institution will not accept payments from Horsey Group or where your bank account or online wallet does not meet the requirements in these Terms and Conditions: a. you will be required to nominate an alternative bank account for the payment;

b. there will be delays in the processing of the payment to you; and

c. if you are unable to nominate an alternative bank account which meets the requirements set out in these Terms

and Conditions within 60 days of a request from us to do so, Horsey Group is not obliged to make the relevant payments to you and may in its discretion deem the Prizes to be void.

## Currency

8.12. All Gold Coin purchases and direct bank transfer payments are executed in USD. It is a Player's responsibility to ensure that their nominated bank account can accept transactions in USD.

8.13. All foreign exchange transaction fees, charges or related costs that you may incur as a result of, or in relation to, payments made by the Horsey Group to you are to be borne solely by you, including but not limited to any losses or additional costs arising from foreign exchange fluctuations.

## **Timing and Frequency for Prize Redemptions**

8.14. We process requests to redeem Prizes in the order in which they are received. Our goal is to process your request as soon as practicable.

8.15. We will only process one Prize redemption request per Customer Account in any 24 hour period.

8.16. Where you choose to redeem Prizes for cash you acknowledge and agree that it may take up to 10 business days to process the relevant payment into your nominated bank account.

8.17. There may be delays in payments due to our identity verification process and certain Payment Mediums will require additional verification at the time of redemption.

8.18. Payments of over US\$10,000 may require a longer processing time than usual due to bank clearance and security and fraud checks and may also be paid in more than one lump sum. This may add up to 7 days to the normal processing time but is dependent on the circumstances of each individual case.

8.19. Without limiting clause 8.2, you can request to redeem a Prize of any value; however, we reserve the right to: a. reject a Prize redemption request on the basis that it exceeds the limits referred to in clause 8.3 or 8.4; or

b. allocate or pay Prizes in smaller increments over a number of days until all of the Prize has been allocated or paid.

## **Payment Administration Agent**

8.20. You acknowledge and agree that we may in our sole discretion, from time to time, appoint one or more Payment Administration Agents to accept or make payments (including merchant facilities) from or to Players on our behalf.

8.21. A Payment Administration Agent will have the same rights, powers and privileges that we have under these Terms and Conditions and will be entitled to exercise or enforce their rights,

powers and privileges as our agent or in their own name. In no event will we be liable to any Player for any loss, damage or liability resulting from the Payment Administration Agent's negligence or acts beyond the authority given by Horsey Group.

## **Expiry and Forfeiture**

8.22. Sweeps Coins are only valid for 90 days from the date you last logged on to your Customer Account and will thereafter automatically expire.

8.23. Sweeps Coins may be forfeited if a Customer Account is closed for any reason, or at our discretion.

## **Updating Payment Details**

8.24. Updating or adding additional payment details for the sole purpose of redeeming Prizes may only be done by contacting [support@horseychess.com](mailto:support@horseychess.com).

## **Refused Prizes**

8.25. If you choose to redeem Prizes for cash but refuse to accept payments made to your nominated bank account by Horsey Group, you must refuse the amount in its entirety. Where you refuse to accept payment to your nominated bank account more than twice in any 3 month period, Horsey Group reserves the right to suspend your Customer Account to undertake investigations to ensure that the Platform is not