



# GLOBAL POKER TERMS AND CONDITIONS

**VERSION: 6.2**

**DATE OF LAST UPDATE: 6 December 2022**

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 23 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 Social Gameplay 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.

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 IDAHO 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 PLAYERS REDEEM PRIZES FOR GIFT CARDS, SUCH PRIZES WILL BE ALLOCATED TO THE EMAIL ADDRESS REGISTERED AGAINST THE PLAYER'S CUSTOMER ACCOUNT, AND IF THIS IS NOT TECHNICALLY POSSIBLE, THEN TO AN ALTERNATIVE EMAIL ADDRESS YOU HAVE DESIGNATED. WHERE PLAYERS 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, trade marks, logos, sounds, music, artwork, computer code and other material used, displayed or available as part of the Games and Platform. Content includes Golds Coins and Sweeps Coins.

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

**Excluded Territory** means the state of Washington 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 Game(s) available on the Platform in either Standard Play or Promotional Play. We reserve the right to add and remove Games from the Platform at our sole discretion.

**Gold Coin** means the virtual social gameplay currency 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.

**Merchandise** means any physical goods provided to you by Global Poker 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, including but not limited to VGW Holdings Limited, VGW Corporation Pty Ltd, VGW Malta Holding Limited, VGW Administration Malta Limited, Agence V Limited, VGW Holdings US Inc, VGW US Inc and VGW Luckyland Inc.

**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, VGW Group, and branded as part of the "Global Poker" family of games, including the website located at <http://www.globalpoker.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 and has the meaning given 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.

**VGW GP** means VGW GP Limited (company registration number C78260) a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address at 5-7 Matilda Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1423 Malta.

**VGW Group, we, us or our** means VGW Games, VGW Malta and VGW GP.

**VGW Malta** means VGW Malta Limited (company registration number C74706) a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address at 5-7 Matilda Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1423 Malta.

**VGW Games** means VGW Games Limited (company registration number C76814) a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address at 5-7 Matilda Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1423 Malta.

## 2. LICENSING AND THE PROTECTION OF FUNDS

- 2.1. The online social game known as "Global Poker" is owned and operated by VGW GP. All payments are processed by VGW GP or any Payment Administration Agent it appoints. The sweepstakes promotions and Prizes offered by Global Poker are operated by VGW Games. VGW Games is licensed and regulated in Malta by the MGA to operate the Promotional Play Games with the Licence MGA/B2C/188/2010 dated 14 August 2017.
- 2.2. Funds equal to the aggregate value of Prizes which Registered Customers have chosen to leave unredeemed are held by VGW 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 18 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 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 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 Global Poker;
  - k. you will not intentionally lose your chips on purpose to benefit another player's chip stack, often referred to as 'chip dumping', and
  - l. you will not intentionally receive chips in a 'chip dumping' scheme.
- 3.2. GOLD COIN PURCHASES MADE FROM WITHIN THE STATE OF WASHINGTON 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 VGW 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, VGW 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. VGW Group grants you a personal, non-exclusive, nontransferable, non-sublicensable, revocable, limited licence to use the avatars available on the Platform. PLEASE NOTE THAT VGW 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 20.2 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 this [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.
- 5.13. If no transaction has been recorded on your Customer Account for 30 consecutive months, we will remit the balance of the redeemed value of the Prizes in your Customer Account to you or as otherwise may be required under applicable law.

### **Closing of Customer Accounts**

- 5.14. 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.
- 5.15. If the reason behind the closure of your Customer Account is related to concerns about possible responsible social gameplay issues you must indicate this in your request to close your Customer Account. Our time-out and exclusion procedures are summarised at clause 10.4 of these Terms and Conditions and are set out in detail in our [Responsible Social Gameplay Policy](#).

- 5.16. You will 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**

- 5.17. 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 20.1 of these Terms and Conditions, the consequences set out in clause 20 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 this [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.
- 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 VGW GP and our Payment Administration Agents and payments facilitators to store your payment credentials in compliance with applicable payment processing regulations.
- 6.5. VGW 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:
- 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
  - 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 VGW Group server software, the result showing on the VGW 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. VGW Group reserves the right to withdraw or modify such promotions without prior notice to you.
- 7.4. If, in the reasonable opinion of VGW 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 VGW 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 spin 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 Prize redemptions for each Participant to USD\$10,000 per day.

### **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, VGW 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. VGW 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 VGW 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, VGW 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 VGW 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, Players can request to redeem Prizes of any value, however we reserve the right to 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 VGW 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@globalpoker.com](mailto:support@globalpoker.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 VGW 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, VGW Group reserves the right to suspend your Customer Account to undertake investigations to ensure that the Platform is not being used as a vehicle for fraudulent activity.

### Mistaken Credits

- 8.26. If we mistakenly credit your Customer Account from time to time with Prizes that do not belong to you, whether due to a technical error, human error or otherwise, the amount credited will remain VGW Group property and will be deducted from your Customer Account. If you have been transferred cash or gift cards that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event you discover an incorrect crediting, you are obliged to notify Customer Support by using the "Contact" link on the Platform without delay.

## 9. VERIFICATION

### Verification Checks

- 9.1. You agree that we are entitled to conduct any identification, credit and other verification checks that we may reasonably require or that are required of us under applicable laws and regulations or by relevant regulatory authorities or to otherwise prevent financial crime.
- 9.2. Until all required verification checks are completed to our satisfaction:
- any request you have made for redemption of Prizes will remain pending; and
  - we are entitled to restrict your Customer Account in any manner that we may reasonably deem appropriate, including by suspending or closing your Customer Account.
- 9.3. We will carry out additional verification procedures in accordance with our internal anti-financial crime policies, including without limitation for any cumulative or single redemption of Prizes exceeding a value of USD\$2,000 (or any USD amount that is equivalent to or greater than €2,000 from time to time). Verification procedures may, for example, include requests for, and our examination of, copies of your:
- identification documentation (including photo identification) such as a passport;
  - proof of your address such as a utility bill; and
  - source of wealth or source of funds documentation such as a pay slip or bank statement.
- 9.4. Where any identification, credit or other verification check we require cannot be completed to our satisfaction because you have not provided any document we request from you in the form that we require within 30 days' of the date the document was first requested, then we are under no obligation to continue with the verification check and we may in our sole discretion close or otherwise restrict your Customer Account in any manner that we may reasonably deem appropriate.
- 9.5. Players who request the redemption of Prizes held in a suspended or closed Customer Account should contact Customer Support via this [form](#). Nothing in this provision should be construed as conveying a right to any such redemption. Your rights in that regard are as set out elsewhere in these Terms and Conditions.

### External Verification Checks

- 9.6. You agree that VGW Group may use third party service providers to run external identification and other verification checks on all Customers on the basis of the information provided by you from time to time.

## 10. RESPONSIBLE SOCIAL GAMEPLAY

### Policy

- 10.1. VGW Group actively supports responsible social gameplay and encourages its Players to make use of a variety of responsible social gameplay features so as to better manage their Customer Account.
- 10.2. We refer to you our [Responsible Social Gameplay Policy](#) for full details.
- 10.3. VGW Group is committed to providing excellent customer service. As part of that pledge, VGW Group is committed to supporting responsible social gameplay. Although VGW Group will use all reasonable endeavours to enforce its responsible social gameplay policies, VGW Group does not accept any responsibility or liability if you nevertheless



continue gameplay and/or seek to use the Platform with the intention of deliberately avoiding the relevant measures in place and/or VGW Group is unable to enforce its measures/policies for reasons outside of VGW Group's reasonable control.

#### **Take a Break (Time-Out) and Self-Exclusion**

- 10.4. You may, at any time, request a time-out or self-exclusion from our Games. You may also set a limit on your purchases of Gold Coins or the amount of Sweeps Coins you play. To view the various options available, refer to our [Responsible Social Gameplay Policy](#).

#### **Player Protection Policy**

- 10.5. We want to ensure that you enjoy your experience playing our Games in a safe and responsible manner. On the Responsible Social Gameplay page of our Platform's principal website, we have a detailed [Player Protection Policy](#), which includes a list of mechanisms which you can enlist in order to ensure a safer gameplay experience.

## **11. FRAUDULENT CONDUCT**

- 11.1. You will not, directly or indirectly:
- a. hack into any part of the Games or Platform through password mining, phishing, or any other means;
  - b. attempt to modify, reverse engineer, or reverse-assemble any part of the Games or Platform;
  - c. knowingly introduce viruses, Trojans, worms, logic bombs, spyware, malware, or other similar material;
  - d. circumvent the structure, presentation or navigational function of any Game so as to obtain information that VGW Group has chosen not to make publicly available on the Platform;
  - e. engage in any form of cheating or collusion;
  - f. use the Platform and the systems of VGW Group to facilitate any type of illegal money transfer (including money laundering proceeds of crime); or
  - g. participate in or take advantage of, or encourage others to participate in or take advantage of schemes, organisations, agreements, or groups designed to share:
- i. special offers or packages emailed to a specific set of players and redeemable by URL; or
  - ii. identification documents (including, but not limited to, photographs, bills and lease documents) for the purpose of misleading VGW Group as to a Player's identity.
- 11.2. You must not use the Platform for any unlawful or fraudulent activity or prohibited transaction (including Fraudulent Conduct) under the laws of any jurisdiction that applies to you. We monitor all transactions in order to prevent money laundering.
- 11.3. If VGW Group suspects that you may be engaging in, or have engaged in fraudulent, unlawful or improper activity, including money laundering activities or any conduct which violates these Terms and Conditions, your access to the Platform will be suspended immediately and your Customer Account may be closed. If your Customer Account is suspended or closed under such circumstances, VGW Group is under no obligation to reverse any Gold Coin purchases you have made or to redeem any Sweeps Coins or Prizes that may be in your Customer Account. In addition, VGW Group may pass any necessary information on to the relevant authorities, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions. You will cooperate fully with any VGW Group investigation into such activity.
- 11.4. If you suspect any unlawful or fraudulent activity or prohibited transaction by another Player, please notify us immediately via the means of communication listed in the Customer Complaints procedure (described in clause 19).

## **12. INTELLECTUAL PROPERTY**

- 12.1. The computer software, the computer graphics, the Platform and the user interface that we make available to you is owned by, or licensed to, VGW GP or its associates and protected by relevant intellectual property laws. You may only use the software for your own personal, recreational uses in accordance with all rules, terms and conditions we have established (including these Terms and Conditions and the Sweeps Rules) and in accordance with all applicable laws, rules and regulations.
- 12.2. You acknowledge that VGW Group is the proprietor or authorized licensee of all intellectual property in relation to any Content.
- 12.3. Your use of the Games and Platform does not provide you with any intellectual property rights in the Content, Games or Platform.
- 12.4. You grant us, and represent and warrant that you have the right to grant us, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free licence to use in whatever way we see fit, any information, images, videos, comments, messages, music or profiles you publish or upload to any website or social media page controlled and operated by VGW Group.

- 12.5. You must not reproduce or modify the Content in any way, including by removing any copyright or trade mark notice.
- 12.6. All trade marks and logos displayed in the Games and Platform are the property of their respective owners and are protected by applicable trade mark and copyright laws.

## 13. THIRD PARTY WEBSITES AND LINKS

### Third Party Websites

- 13.1. You acknowledge and agree that VGW Group:
- a. is not responsible for Third Party Websites; and
  - b. makes no guarantee as to the content, functionality, or accuracy of any Third Party Website.
- 13.2. You further acknowledge that some Third Party Websites may be fraudulent in nature, offering Gold Coins or Sweeps Coins which the operators of those websites are not authorized to provide, in an effort to induce you to reveal personal information (including passwords, account information and credit card details). You agree that VGW Group is not responsible for any actions you take at the request or direction of these, or any other Third Party Websites. **WE DO NOT AUTHORIZE ANY THIRD PARTY TO OFFER GOLD COINS OR SWEEPS COINS.** Any such offer should be deemed fraudulent and disregarded.
- 13.3. Third Party Websites are subject to the terms and conditions outlined by that third party.

### Links

- 13.4. Any links to Third Party Websites do not:
- a. indicate a relationship between VGW Group and the third party; or
  - b. indicate any endorsement or sponsorship by VGW Group of the Third Party Website, or the goods or services it provides,
- unless specifically indicated by VGW Group.
- 13.5. Where a website controlled and operated by VGW Group contains links to various social networking sites, such as Facebook® and Twitter®, you acknowledge and agree that:
- a. any comments or content that you post on such social networking sites are subject to the terms and conditions of that particular social networking site;
  - b. you will not post any comments that are false, misleading or deceptive or defamatory to us, our employees, agents, officers or other players; and
  - c. we are not responsible or liable for any comments or content that you or others post on social networking sites.

## 14. DISRUPTIONS AND CHANGE

### No warranties

- 14.1. The Platform is provided on an "as is" basis and to the fullest extent permitted by law, we make no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the Platform (including the Games and Content).

### Malfunctions

- 14.2. VGW Group is not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to Game play, nor attempts by you to Participate by methods, means or ways not intended by us.
- 14.3. VGW Group accepts no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with any Platform or its Content including, without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of a Platform or its Content or any errors or omissions in Content.
- 14.4. In the event of a Platform system malfunction all Game play on that Platform is void.
- 14.5. In the event a Game is started but fails to conclude because of a failure of the system, VGW Group will use commercially reasonable efforts to reinstate the amount of Gold Coins or Sweeps Coins played (whichever applicable) in the Game to you by crediting it to your Customer Account. VGW Group reserves the right to alter Player balances and account details to correct such mistakes.
- 14.6. VGW Group reserves the right to remove any part of the Games from the Platform at any time. Any part of the Games that indicate incorrect behaviour affecting Prize redemption, game data, Gold Coin balances, Sweeps Coins balances or other balances, that may be due to misconfiguration or a bug, will be cancelled and removed from the Platform. Player balances and account details may be altered by VGW Group in such cases in order to correct any mistake.

## **Changes to the Platform**

- 14.7. VGW Group reserves the right to suspend, modify, remove or add Content to the Platform at its sole discretion with immediate effect and without notice to you. We will not be liable to you for any loss suffered as a result of any changes made or for any modification or suspension of or discontinuance of the Platform (including any Game thereon) and you will have no claims against VGW Group in such regard.

## **Service Suspension**

- 14.8. We may temporarily suspend the whole or any part of the Platform for any reason at our sole discretion. We may, but will not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Platform, as soon as is reasonably practicable, after such temporary suspension.

## **15. VIRUSES**

- 15.1. Although we take all reasonable measures to ensure that the Platform is free from viruses we cannot and do not guarantee that the Platform is free of such problems. It is your responsibility to protect your systems and have in place the ability to reinstall any data or programs lost due to a virus.

## **16. PRIVACY POLICY**

- 16.1. VGW Group is committed to protecting and respecting your privacy and complying with all applicable data protection and privacy laws.
- 16.2. Our [Privacy Policy](#) is inseparably linked to these Terms and Conditions and its acceptance is a prerequisite to account registration.

## **17. MARKETING COMMUNICATIONS**

- 17.1. You consent to receive marketing communications from VGW Group in respect of its offerings by way of email, post, SMS and telephone notifications, any of which you may unsubscribe from at any time by contacting Customer Support via this [form](#).

## **18. USE OF LIVE CHAT SERVICES**

- 18.1. We may provide you with a Live Chat service to talk to our Customer Support representatives, or to talk to other Players. This may include use of our Facebook® wall. It is your responsibility to use these services only for their intended purposes. You are not permitted to use our Live Chat services for illegal purposes.
- 18.2. Be careful what you post on any Live Chat service. We review and moderate chats and keep a log and record of statements. Your use of the Live Chat service should be for recreational and social purposes only.
- 18.3. Spamming on Live Chat is prohibited. You are prohibited from intimidating, harassing or abusing other Players or VGW Group employees and representatives.
- 18.4. You will not use any Live Chat service to engage in any form of harassment or offensive behaviour, including but not limited to, threatening, derogatory, abusive or defamatory statements, or racist, sexually explicit, pornographic, obscene, or offensive language.
- 18.5. You will not use any Live Chat service to infringe the privacy rights, property rights, or any other rights of any person.
- 18.6. You will not submit any kind of material or information on any Live Chat service that is fraudulent or otherwise unlawful or violates any law.
- 18.7. You will not use any Live Chat service to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services of other forums.
- 18.8. You will not use any Live Chat service to distribute, promote or otherwise publish any kind of malicious code or do anything else that might cause harm to the Platform or to other Player's systems in any way.
- 18.9. We reserve the right to monitor anything and everything submitted by you to any Live Chat service to ensure that it conforms to content guidelines that are monitored by us and subject to change from time to time.
- 18.10. If you breach any of the provisions relating to a Live Chat service, we may ban you from using that Live Chat service or all Live Chat services and/or suspend or close your Customer Account. If we close your Customer Account, we reserve the right to cancel or refuse to redeem any Prizes.
- 18.11. We reserve the right to remove any Live Chat service from the Platform if abused.
- 18.12. We will not be liable if damage arises out of the Live Chat service.
- 18.13. You agree to indemnify us against any damage arising out of your illegal, unlawful or inappropriate conduct or arising out of violation of the provisions in clause 18 or any other rules on the Platform applying to the Live Chat service.
- 18.14. You will not collude in any way through the Live Chat service. Players are encouraged to report any suspicious behaviour to Customer Support via this [form](#).

18.15. We reserve the right to report any suspicious behaviour or chats on the Live Chat service to the MGA.

## **19. COMPLAINTS AND CUSTOMER SUPPORT**

19.1. If you would like to contact our Customer Support department or have a complaint regarding our Platform (including any Game) you may contact us via this [form](#).

19.2. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND VGW GROUP SHOULD BE CARRIED OUT USING THE EMAIL ADDRESS THAT YOU HAVE REGISTERED AGAINST YOUR CUSTOMER ACCOUNT HELD WITH VGW GROUP. FAILURE TO DO SO MAY RESULT IN OUR RESPONSE BEING DELAYED.

19.3. The following information must be included in any written communication with VGW Group (including a complaint):

- a. your username;
- b. your first and last name, as registered on your Customer Account;
- c. a detailed explanation of the complaint/claim; and
- d. any specific dates and times associated with the complaint/claim (if applicable).

19.4. Failure to submit a written communication with the information outlined above may result in a delay in our ability to identify and respond to your complaint/claim in a timely manner. The Global Poker Player Support Team (“PST”) will inquire into official complaints immediately. The PST will endeavour to respond to official complaints within 10 calendar days of lodgement.

19.5. In some circumstances, the PST will require up to 20 days to respond to a complaint. In this case, the player will be informed of the delay within 10 days of lodging the complaint.

19.6. After completing our internal complaints process, if the player feels the complaint was not resolved to their satisfaction, the player may choose to request an external examination of the handling of their complaint by engaging our service provider in Malta, Pardee Consulta. Further information about Pardee Consulta can be found [here](#). You agree that the decision of Pardee Consulta can be considered in any processes initiated under clause 23 of these Terms and Conditions. Your decision whether or not to engage Pardee Consulta is entirely voluntary. You may choose to invoke the processes under clause 23 regardless of whether or not you choose to engage in the Pardee Consulta examination procedure.

19.7. To start the external examination process, please complete Pardee Consulta's 'Online Dispute Resolution Form' which can be found [here](#).

## **20. CLOSURE/SUSPENSION OF ACCOUNT**

20.1. Without limiting clause 5.17, we reserve the right, at our sole discretion, to suspend or close your Customer Account (notwithstanding any other provision contained in these Terms and Conditions) where we have reason to believe that you have engaged or are likely to engage in any of the following activities:

- a. you breached, or assisted another party to breach, any provision of these Terms and Conditions or the Sweeps Rules, or we have a reasonable ground to suspect such breach;
- b. you have more than one Customer Account, including any Inactive Account on any Platform;
- c. the name registered on your Customer Account does not match the name on (i) your Payment Medium used to make purchases of Gold Coins or (ii) the account into which you elect to redeem Prizes or you do not legally and beneficially own such Payment Medium or redemption account;
- d. your communication with us consists of harassment or offensive behaviour, including (but not limited to) threatening, derogatory, abusive or defamatory statements, or racist, sexually explicit, pornographic, obscene or offensive language;
- e. your Customer Account is deemed to be an Inactive Account;
- f. you become bankrupt;
- g. you provide incorrect or misleading information;
- h. your identity or source of wealth or source of funds (if requested) cannot be verified;
- i. you attempt to use your Customer Account through 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 citizenship, location or place of residence, or by playing Games using the Platform through a third party or on behalf of a third party;
- j. you are not over 18 years of age or such higher minimum legal age of majority as stipulated in the jurisdiction of your residence;
- k. you are located in a jurisdiction:
  - i. where Participation is illegal; or

- ii. where you are ineligible to Participate in Promotional Play in accordance with the Sweeps Rules
  - l. you have allowed or permitted (whether intentionally or unintentionally) someone else to Participate using your Customer Account;
  - m. you have played in tandem with other Player(s) as part of a club, group, etc., or played the Games in a coordinated manner with other Player(s) involving the same (or materially the same) selections;
  - n. without limiting clause 6.12, where VGW Group has received a "charge back", claim or dispute and/or a "return" notification via your Payment Medium;
  - o. you have failed our due diligence procedures, or are found to be colluding, cheating, money laundering or undertaking any kind of fraudulent activity;
  - p. it is determined by VGW Group that you have employed or made use of a system (including machines, computers, software or other automated systems such as bots) designed specifically to gain an unfair advantage; or
  - q. you do not meet the criteria set out in our Customer Acceptance Policy.
- 20.2. If VGW Group suspends or closes your Customer Account for any of the reasons referred to in clause 20.1 above, you will be liable for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by VGW Group (together "Claims") arising therefrom and you will indemnify and hold VGW Group harmless on demand for such Claims.
- 20.3. If we have reasonable grounds to believe that you have participated in any of the activities set out in clause 20.1 above then we reserve the right to withhold all or part of the balance or recover from your Customer Account any Prizes, Gold Coins or Sweeps Coins that are attributable to any of the activities contemplated in clause 20.1. In such circumstances, your details may be passed on to any applicable regulatory authority, regulatory body or any other relevant external third parties.
- 20.4. If your Customer Account is suspended or closed and this leads to the withholding of Prizes, Sweeps Coins or Gold Coins, a documented copy of the decision may be sent to the MGA, as appropriate. It will not be possible for you to unlock your Customer Account during any suspension period.
- 20.5. The rights set out in clause 20 are without prejudice to any other rights that we may have against you under these Terms and Conditions or otherwise.

## **21. INDEMNITY AND LIMITATION OF LIABILITY**

### **Indemnity**

- 21.1. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS US AND OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBCONTRACTORS, LICENSORS, SUPPLIERS AND AGENTS AGAINST ANY AND ALL COSTS, EXPENSES, LIABILITIES AND DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE OR OTHER) ARISING FROM ANY PARTICIPATION BY YOU, INCLUDING WITHOUT LIMITATION:
- a. ACCESSING OR USING THE PLATFORM;
  - b. RE-USE OF ANY CONTENT AT, OR OBTAINED FROM, THE PLATFORM OR ANY OTHER SOURCE WHATSOEVER;
  - c. FACILITATING OR MAKING A PAYMENT INTO YOUR CUSTOMER ACCOUNT;
  - d. PLAYING THE GAMES THROUGH ANY DELIVERY MECHANISM OFFERED; AND
  - e. ACCEPTANCE AND USE OF ANY PRIZE.

### **Limitation of Liability**

- 21.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WHATEVER WILL WE OR OUR AFFILIATES, OR OUR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, INCOME, GOODWILL, USE OF DATA OR OTHER INTANGIBLE LOSSES, IN EACH CASE THAT RESULTS FROM OR RELATES IN ANY MANNER TO YOUR PARTICIPATION OR ANY OTHER ACT OR OMISSION BY US.
- 21.3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES AND OUR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS OR SUPPLIERS, BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID US IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID US ANY AMOUNTS IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO STOP USING THE PLATFORM AND TO CLOSE YOUR CUSTOMER ACCOUNT.

- 21.4. YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS IN CLAUSES 14 AND 15, AND THE INDEMNITIES AND LIMITATIONS OF LIABILITY IN CLAUSE 21, ARE MATERIAL AND BARGAINED-FOR BASES OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS AND CONDITIONS. Depending on where you reside and use the Platform, some of the limitations contained in clause 21 may not be permissible. In such case, they will not apply to you, solely to the extent so prohibited.

#### **Negligence and Wilful Misconduct**

- 21.5. NOTHING IN THESE TERMS AND CONDITIONS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY OF VGW GROUP FOR DEATH OR PERSONAL PHYSICAL INJURY THAT IS DIRECTLY AND PROXIMATELY CAUSED BY VGW GROUP'S NEGLIGENCE OR WILFUL MISCONDUCT.

#### **Survival of Obligations**

- 21.6. CLAUSE 21 SURVIVES THE TERMINATION OF THESE TERMS AND CONDITIONS FOR ANY REASON.

## **22. VGW GROUP NOT A FINANCIAL INSTITUTION**

#### **Interest**

- 22.1. You will not receive any interest on outstanding Prizes and you will not treat VGW Group as a financial institution.

#### **No legal or tax advice**

- 22.2. VGW Group does not provide advice regarding tax and/or legal matters. Players who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors.

## **23. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS**

PLEASE READ THIS CLAUSE 23 CAREFULLY BECAUSE IT MAY REQUIRE YOU AND VGW GROUP TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND VGW GROUP CAN SEEK RELIEF FROM EACH OTHER. This clause 23 will be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms and Conditions.

- 23.1. By agreeing to these Terms, and to the extent permitted by applicable law, you and VGW Group agree that any and all past, present and future disputes, claims or causes of action arising out of or relating to these Terms, the Platform, the formation of these Terms or any other dispute between you and VGW Group or any of VGW Group's affiliates, licensors, distributors, suppliers or agents (including any application store or platform from which the Platform is accessed or downloaded), and whether arising prior to or after your agreement to this clause, (collectively, "**Dispute(s)**") will be governed by the procedure outlined below. You and VGW Group further agree that any arbitration pursuant to this clause shall not proceed as a class, group or representative action.

#### **Complaint Resolution**

- 23.2. We want to address any concerns you may have without the need for a formal legal dispute.
- 23.3. Before filing a claim against VGW Group, you agree to try to resolve any complaint in accordance with clause 19. If your complaint is not resolved after exhausting the internal complaints process outlined in clause 19, you may initiate Dispute resolution as set out in this clause 23.
- 23.4. VGW Group agrees that it will take all reasonable efforts to contact you and resolve any claim it may possess informally prior to taking any formal action.

#### **Arbitration**

- 23.5. **We Both Agree to Arbitrate.** By agreeing to these Terms and Conditions, and to the extent permitted by applicable law, both you and VGW Group agree to resolve any Disputes – including any Dispute concerning the enforceability, validity, scope or severability of this agreement to arbitrate – through final and binding arbitration.
- 23.6. **Opt-out of Agreement to Arbitrate.** You may decline this agreement to arbitrate by contacting [arbitrationoptout@globalpoker.com](mailto:arbitrationoptout@globalpoker.com) within 30 days of first accepting these Terms and Conditions. Your email must include your first and last name and a statement that you decline this arbitration clause. By opting out of this clause, you will not be precluded from using the Platform, but neither you nor VGW Group will be able to invoke the mutual agreement to arbitrate to resolve Disputes. Whether to agree to arbitration is an important decision. It is your decision to make and you ARE NOT REQUIRED TO rely solely on the information provided in these Terms and Conditions. You should take reasonable steps to conduct further research and, if you wish, to consult with counsel of your choice.

#### **Arbitration Procedures and Fees**

- 23.7. You and VGW Group agree that:
- the American Arbitration Association ("**AAA**") will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, or successor rules, which are in effect at the time arbitration is sought ("**AAA Rules**"). Those rules are available at [www.adr.org](http://www.adr.org);

- b. arbitration will proceed on an individual basis;
- c. arbitration will be handled by a sole arbitrator in accordance with the AAA Rules;
- d. the AAA rules will govern payment of all arbitration fees;
- e. except as otherwise may be required by the AAA Rules, the arbitration will be held in New York, New York, or, at your election, conducted via telephone or other remote electronic means;
- f. the arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this clause 23.7(f), if a party seeks injunctive relief that would significantly impact other VGW Group users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this clause shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel; and
- g. except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

23.8. If you are a resident of Canada, this clause 23 fully applies to you in all respects, except that AAA Rules will be construed to mean the Canadian Dispute Resolution Procedures and Canadian Expedited Procedures of the International Centre for Dispute Resolution Canada, or successor rules, which are in effect at the time arbitration is sought. Those rules are available at [www.adr.org](http://www.adr.org).)

#### **Arbitration to Proceed Individually**

23.9. You and VGW Group agree that the arbitration of any Dispute shall proceed on an individual basis and neither you nor VGW Group may bring a claim as a part of a Collective Arbitration.

23.10. Without limiting the generality of clause 23.9, and as an example only, a claim to resolve a Dispute against VGW Group will be deemed a Collective Arbitration if:

- a. two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and
- b. counsel for the claimants are the same, share fees or coordinate in any way across the arbitrations.

23.11. For the purposes of clause 23.10, the term “concurrently” means that both arbitrations are pending (filed but not resolved) at the same time.

#### **Waiver of Class Action and Collective Arbitration**

23.12. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR VGW GROUP SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR PARTICIPATE IN ANY COLLECTIVE ARBITRATION (AS DEFINED ABOVE) OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY OR OTHERWISE SEEK TO RECOVER FOR LOSSES INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN THE EVENT ALL OR ANY PORTION OF THIS CLAUSE 23.12 IS FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF CLAUSE 23 (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) MAY BE DEEMED VOID AND AS HAVING NO EFFECT UPON EITHER PARTY'S ELECTION.

## **24. OTHER**

### **Entire Agreement**

24.1. These Terms and Conditions constitute the entire agreement between you and us with respect to your Participation and, save in the case of fraud, supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to your Participation.

### **Amendments**

24.2. VGW Group reserves the right to amend these Terms and Conditions, or to implement or amend any procedures, at any time. Any amendments will be published on the Platform and such changes will be binding and effective immediately.

24.3. Whenever we amend these Terms and Conditions in a way that would limit your current rights or which may be to your detriment, we will notify you upon your next visit to the Platform and you will be required to re-confirm your acceptance prior to playing any Games. If you do not agree to the amended Terms and Conditions, you must stop using the Platform.

## **Tax**

- 24.4. You are solely responsible for any taxes which apply to any Prizes that you collect from your Participation.

## **Force Majeure**

- 24.5. VGW Group will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by events outside of our reasonable control.

## **No agency**

- 24.6. Nothing in these Terms and Conditions will be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

## **Severability**

- 24.7. If any of the Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will, to that extent, be severed from these Terms and Conditions. All remaining terms, conditions and provisions will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable will be amended in a manner consistent with the applicable law to reflect, as closely as possible, the original import of the invalid or unenforceable provision.

## **Explanation of Terms and Conditions**

- 24.8. We consider these Terms and Conditions to be open and fair. If you need any explanation regarding these Terms and Conditions or any other part of our Platform contact Customer Support via this [form](#).
- 24.9. The Terms and Conditions prevail over any communication via email or chat.
- 24.10. All correspondence between you and us may be recorded.

## **Assignment**

- 24.11. These Terms and Conditions are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to you.

## **Business Transfers**

- 24.12. In the event of a change of control, merger, acquisition, or sale of assets of the VGW Group, your Customer Account and associated data may be part of the assets transferred to the purchaser or acquiring party. In such an event, we will provide you with notice via email or via our Platform explaining your options with regard to the transfer of your Customer Account.

## **Language**

- 24.13. These Terms and Conditions may be published in several languages for information purposes and ease of access by players but will all reflect the same principles. It is only the English version that is the legal basis of the relationship between you and us and in case of any discrepancy between a non-English version and the English version of these Terms and Conditions, the English version will prevail.

## **Applicable Law and Jurisdiction**

- 24.14. These Terms and Conditions, your use of the Platform and our entire relationship will be governed, and interpreted in accordance with, the laws of the State of Delaware in the United States, without regard for its choice of conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded.
- 24.15. Subject to Clause 7.2 and absent an express statement to the contrary, in the event of any conflict or inconsistency between any provision of these Terms and Conditions and a provision of the [Responsible Social Gameplay Policy](#), [Sweeps Rules](#) or [Customer Acceptance Policy](#), these Terms and Conditions shall control solely to the extent necessary to resolve the conflict or inconsistency.
- 24.16. You acknowledge that, unless stated otherwise, the Games are operated from Malta and your Participation takes place in Malta. Any contractual relationship between you and us will be deemed to have been entered into and performed in Malta.
- 24.17. Subject to clause 23, the parties agree that any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity of these Terms and Conditions, will be submitted exclusively to the courts in Malta, and you and we consent to the venue and personal jurisdiction of those courts. Notwithstanding the foregoing, any motion to compel arbitration or to enforce an arbitral award issued hereunder may be brought before any court of competent jurisdiction.