

GAMBLING CONTRACT BETWEEN SOCIEDAD ESTATAL LOTERÍAS Y APUESTAS DEL ESTADO, S.M.E., S.A. (SELAE) AND THE PARTICIPANT (the “Gambling contract” or the “Contract”)

A) IDENTIFICATION OF THE CONTRACTING PARTIES

This gambling contract is signed, on the one hand, by Sociedad Estatal Loterías y Apuestas del Estado, S.M.E., S.A. (hereinafter, “**SELAE**” or the “**Operator**”), domiciled at c/ Poeta Joan Maragall 53, 28020 Madrid, with Tax Identification Number A86171964 and registered in the Commercial Registry of Madrid in volume 28078, folio 202, section 8ª, page M- 505970, 1st entry; and, on the other hand, by the “**Participant**”, or the “**User**” domiciled in Spain.

SELAE is one of the operators designated indefinitely for the commercialisation in Spain of lottery games by Law 13/2011, of 27 May, on the regulation of gambling, in accordance with its first additional provision. On the other hand, SELAE is the holder in Spain of the three general gaming licences (Other games, Betting and Competitions) and two singular licences (mutual sports betting and mutual horse betting) that are detailed in the register of the Directorate General for the Regulation of Gambling (“DGOJ”, by its initials in Spanish), accessible at the following link: <https://www.ordenacionjuego.es/es/op-SELAE>.

B) PURPOSE AND NATURE OF THE CONTRACT

The purpose of this Contract is to regulate the legal relationship between the Operator and the Participant derived from the latter's participation in the games offered by the Operator through its Platform, accessible under the domain <https://www.loteriasyapuestas.es> or the official SELAE gaming applications for mobile devices, with the User Registers and the Game Account being linked to the Contract. It is governed by Law 13/2011, of 27 May, on the regulation of gambling, and its implementing regulations.

The Gambling Contract is in the nature of an adhesion contract and will be formalised by the express acceptance of the Participant in the terms set out in the following clause.

C) ACCEPTANCE OF THE CONTRACT BY THE PARTICIPANT

This Contract must be expressly accepted by the Participant in order to participate in the games offered by SELAE. Acceptance includes the express acceptance of the particular rules of the games and the Conditions of Use of the Platform.

The Participant shall accept the Gambling Contract (and any amendments thereto) by any of the means provided by the Operator for this purpose. The Operator shall make available to the Participant on the Platform a copy of the Gambling Contract available for download, and of any amendments to the Gambling Contract that require the Participant's express acceptance.

D) DEFINITIONS

In this Contract, the following expressions shall be construed as follows:

- **Gambling Account (commercially identified as Lotobolsa)**: Account opened by the Participant and linked to his/her user registration in which all economic movements of credits and debits related to the game are recorded: uploading and downloading of funds, payment of game participations and collection of part of the prizes; the balance of which at any given time constitutes the wallet available to the Participant. The balance of the Lotobolsa shall not accrue any remuneration or interest for the Participants.
- **Online participation in any of SELAE's games (the "Participation")**: Acquisition of a part of one or several bets of any game marketed by SELAE on its Platform, individually or jointly with other Participants registered on the Platform. This acquisition occurs due to the direct purchase from SELAE of a bet (by one or more registered players).
- **Exclusion Period**: Period of time during which SELAE rejects the registration of a Participant whose contract has been cancelled and terminated by SELAE for any of the reasons indicated in this Contract or in respect of whose registration attempts SELAE has detected inadequate operation.
- **The Platform**: A set of hardware and software that allows access, after identification, to the marketing of SELAE games from remote online interactive channels, from Participant devices such as personal computers, mobile phones and any other user devices that can be connected via the Internet. This system supports, among others, the functionalities of management of User Registers and Game Accounts, elaboration, acquisition and formalisation of forecasts or participations, collection of the mandatory amounts, payment of derived prizes, as well as notification of the same to the Participant.
- **User Registration**: The only one that allows the Participant to access the Operator's gaming activities and through which information about the Participant can be consulted and gaming operations can be carried out.
- **Particular Rules of the Games**: Basic regulations and particular rules of the games offered through the Platform, which are available to the Participant on the Platform.
- **Central Gaming System**: SELAE's hardware and software set that handles all activities related to the management of SELAE's games and draws, including the consolidation of all bets received from face-to-face channels through remote online interactive terminals and channels.

The meaning of any term not included in the definitions shall be that of the state-level gaming regulations in force at any given time, as well as in the Personal Data regulations.

In the event of any discrepancy between this Gambling Contract and the particular rules of the games, the latter shall prevail.

E) USER REGISTRATION

E)i.- Participant Registration Process

E)i.(a). Application for registration

The Participant must apply for registration/enrolment on the Platform, following the established process.

The application for User Registration must be made in person. Each Participant may only have one User Registration.

The registration process can only be completed from a physical location within the Spanish territory. SELAE uses the technological mechanisms available to it for geo-blocking.

In the registration process, the Participant shall provide through the Platform the identification documents and information in other formats (including video) that are required in order to:

- Check their identification and absence of prohibitions or limitations to participate in SELAE games.
- Link the tax domicile in Spain declared by the Participant.
- Ensuring the security of transactions.
- Ensuring the smooth operation of the Gaming Account.
- Identify, when so established by SELAE, an associated point of sale, among the points of sale of SELAE's face-to-face marketing network.

Before making any financial transactions, new Participants must communicate a bank account to be associated with their User Registration. For all Participants who have not communicated it at the time of registration, this association must be verified at the time the Participant wishes to make outgoing movements of funds. The bank account must be opened in a financial institution authorised to operate in Spain and be owned by the Participant. SELAE reserves the right to limit the possibility of associating the same bank account to more than one User Register if for regulatory reasons or for reasons of prevention of fraudulent or risky behaviour it is appropriate to do so.

E)i(b).- Subjective prohibitions on participating in the games

In accordance with the provisions of Article 6 of Law 13/2011 of 27 May 2011 on the Regulation of Gambling, the following are prohibited from registering and participating in games:

- a) Minors and those who are legally or judicially incapacitated, in accordance with the provisions of civil law.
- b) Persons who have voluntarily requested to be banned from gambling or who have been banned from gambling by a final court decision.
- c) Shareholders, owners, participants or significant owners of the Gaming Operator, its management personnel and employees directly involved in the development of the games, as well as their spouses or persons with whom they live, ascendants and descendants in the first degree, in the games managed or operated the former, regardless of whether the participation in the games by any of the above occurs directly or indirectly, through third natural or legal persons.
- d) Athletes, coaches or other direct participants in the sporting event or activity on which the bet is being made.
- e) The managers of the participating or organising sports bodies in respect of the sporting event or activity on which the bet is placed.
- f) The judges or referees exercising their functions in the sporting event or activity on which the bet is placed, as well as the persons who decide on appeals against their decision.
- g) The President, the directors and directors of the DGOJ, as well as their spouses or persons with whom they live, ascendants and descendants in the first degree and all

DGOJ staff with inspection and control functions in the field of gambling.

- h) Such other persons as may be provided for by law.

E)i.(c). Checks by the Operator and Registry. Identity verification

The Operator will verify in real time, with the tools and in accordance with the procedure established by the gaming regulatory authority and any others it deems appropriate, the Participant's identity, checking the concordance of the information provided. It will verify that the Participant does not incur in any subjective cause of prohibition and that he/she is not in an Exclusion Period or in any other cause of denial determined by SELAE. Once the above has been satisfactorily overcome, the Participant will be registered and the User Register and his Game Account will be activated, without prejudice to the fact that until the Participant's identity is verified by documentation, the limitations regulated in section E)ii below will be applicable. In the event that the Participant had a previous registration with the de-registered Operator, the new registration will maintain the previous active conditions, e.g., suspensions due to self-exclusion, inadequate operation, etc.

If identity cannot be ascertained and/or verified, the procedures set out in the gambling regulations will be followed, which may result in the refusal to open the User Registration and Gaming Account.

E)ii.- Access to User Registration and Gaming Account. Updating data and operations

Once the registration process has been completed, access to the User Register, the Game Account and the functionalities of the Platform is enabled, the use of which is personal and non-transferable, and access to and use of User Registers by any person other than the Participant is prohibited, even with their consent. Access by the Participant shall require the Participant to provide the correct access credentials that the Operator shall check in its systems. The conditions for choosing and using the credentials can be found in the Terms of Use of the Website

In the event that the Participant has evidence of loss, theft, leakage or unauthorised use of his access credentials, he shall immediately notify the Operator, as soon as possible, so that access to the User Register can be suspended as a precautionary measure.

The Participant must keep the User Register duly updated at all times, modifying any information that may have undergone changes through the tools that SELAE makes available to him. The Participant must keep the associated bank account duly updated.

The Gaming Operator shall not modify the User Register except for those management operations that are strictly necessary for the proper functioning of the Platform, or those changes that are admissible under the regulations and are required by the Participant. The Operator shall keep the Gaming Account up to date to reflect the transactions that occur.

E)iii.- Documentary verification of identity

In accordance with current regulations, SELAE must verify the identity of its Participants before charging an amount that exceeds, adding up all charges (from 28/3/2019), the amount of €150 or withdrawing a prize of any amount. In addition, SELAE may require documentary verification of identity and proof of life of Participants in other circumstances when so determined by its risk prevention, fraud prevention or responsible gambling policies.

To do so, the Participant will have to pass the documentary verification process deployed by SELAE on its website, or through the official App for IOS and Android. During the documentary verification process, SELAE will request photographs from the Participant. These must have sufficient clarity and focus and will be of the Participant's identity document or face. It may also

request videos of the latter, or other evidence of life, depending on the channel through which the Participant is being verified. The process may be fully automated through a one-to-one biometric verification process that does not involve the processing of personal data with special characteristics, or, in certain cases, there may also be human intervention.

If the identity of the Participant who meets the conditions set out in the first paragraph of this subparagraph is not verified by documentation, the Operator may restrict the use, suspend or terminate the use, as appropriate, of the Game Account and User Registration in accordance with the provisions of subparagraph E)v below.

E)iv.- Categorisation of the Participant's activity

SELAE will employ at all times the algorithmic methods necessary to ensure compliance with gambling regulations. This may include mechanisms for analysing the User Register and the User Account to categorise the Participant's gambling behaviour and/or consumption patterns according to responsible gambling or safe gambling motives or any other established motives, such as detection of possible risk behaviour, intensive gambling or vulnerable age groups, which may lead to their profiling, during the corresponding period of time, in a standard group.

If the Participant is temporarily included in a standard group, he shall receive as many notifications as the regulations establish and after the corresponding notification his operations shall be modulated in accordance with what the regulations establish, being able for example to limit his Lotobolsa charges, the use of certain means of payment or his game purchases. Likewise, the Operator may request from the Participant any information necessary to carry out the checks required at any given time by the regulations, such as, for example, accreditation of the ownership of the means of payment that the Participant intends to use.

E)v.- Instances of restriction of use, suspension and cancellation of access to the Platform, User Registration and/or Gaming Accounts:

E)v.(i). Restrictions on functionalities, User Registration or Gaming Accounts

SELAE will allow access to the Platform to Participants who are apparently physically located in Spain, otherwise applying geo-blocking mechanisms, within the capabilities of the technology. These mechanisms may affect the functionalities of registration, product acquisition, creation of subscriptions and deposit of funds in the Lotobolsa for those who are not in Spanish territory. They may also entail the complete disabling of access to the Platform from those territories whose authorities have so required or are manifestly aware of such a requirement.

Active subscriptions duly formalised are not affected by the physical location of the Participant as long as there are sufficient funds in the Lotobolsa.

Under no circumstances may it be understood that SELAE offers or markets online games outside Spain.

In addition, any restrictions or limitations required by the applicable regulations, such as, for example, restrictions on spending, loading or unloading of deposited funds, access time or certain payment mechanisms, will be applicable to the Participants.

E)v.(ii). Suspension of the Gaming Account and User Registration

Access by the Participant and the operation of the Gaming Account and/or the User Registration shall be totally or partially suspended by the Operator for any of the following reasons, with the time limits and limits provided for in the gaming regulations:

- Subjective prohibition: When it becomes clear to the Operator that the Participant is subject to any of the causes of subjective prohibition provided for in Law 13/2011, of 27 May, on the Regulation of Gambling, for example, registration in the General Register of Gambling Access Prohibitions.
- -Will of the Participant (Self-Exclusion): When the Participant exercises the right to restrict his access to his Gaming Account (self-exclusion) for the period determined by the Participant from among the pre-established options, this suspension being irrevocable during said period. This self-exclusion is limited to participation in SELAE, unlike the right to self-exclusion which covers participation in the gaming activities of any operator, by means of registration in the General Register of Gambling Access Prohibitions.
- Will of the Participant (Request for cancellation or exercise of the right to cancel data): When the Participant requests the definitive cancellation or exercises a right to cancel his Personal Data in accordance with data protection regulations, provided that such exercise of rights can be carried out due to the absence of ongoing bets or other causes that prevent the termination of the contract, access will be suspended while the necessary operations are carried out in order to proceed with the Participant's request.
- Inactivity: For uninterrupted inactivity of the Participant on the Platform for a period of no less than two years. In this case, the Participant may reactivate the User Registration and corresponding Game Account by authenticating on the Platform, provided that this is done within four years of the suspension of the registration. Four years after the suspension, the Operator shall cancel the inactive User Registration by terminating the Gambling Contract.
- Indications of regulatory breaches, abuse of rights or conduct incompatible with responsible/safe gambling: When the Operator has reasonable indications that the Participant: (i) has engaged in collusive, fraudulent, suspicious or inappropriate behaviour, or (ii) (ii) that could potentially constitute an economic, corporate, security or any other type of risk for SELAE (for example, has carried out recharge and balance withdrawal operations from its Lotobolsa apparently unrelated to the purchase of SELAE games) and/or for the Participant itself, or, (iii) has carried out actions in which there is a breach of contract or rules or an abuse of rights, such as, for example, the use of the means made available by SELAE for purposes other than those for which it is intended, i.e. participation in the games; or (iv) has been involved in a risky behaviour incompatible with responsible gambling or safe gambling conduct in accordance with SELAE's published responsible gambling models and policies or those established in the applicable regulations.
- Lack of verification, documentary verification, or impersonation: In the following cases: (i) all required user identity verifications required and in accordance with the regulations in force at any given time and this Gambling Contract have not been completed, ii) necessary data is missing from the User Register (e.g. tax region); (iii) the Operator has reasonable indications of inaccurate User Registration data including outdated data, or possible death of the Participant, or (iv) the Operator has reasonable indications that the Participant may have suffered an inadvertent identity or password theft; until the Participant's identity is properly verified and the User Registration is fully completed.
- Implementation of measures to prevent money laundering: Including (i) Participant subject to financial sanctions and countermeasures for being on the lists of persons subject to financial sanctions and countermeasures for as long as they remain on those lists; o (ii) Participant in the process of verification of due diligence measures provided for in the prevention of money laundering and terrorist financing regulations, pending satisfactory completion of the assessment and verification processes.
- Attachment: In the event of an attachment of the Participant's credit entitlements agreed by an authority and duly communicated to SELAE, until, if applicable, full compliance is achieved or the attachment is lifted.

- Other: other situations that in the future would make it necessary or desirable in the opinion of the Operator to proceed with the temporary suspension indicated herein.

The Operator shall inform the Participant who is suspended of this fact and of the main consequences of the suspension.

For the duration of the suspension, the Participant may be limited in the functionalities of his User Registration, Game Account and, in general, of the Platform in accordance with the legislation in force.

Once the Operator has verified that the reasons for the suspension have been eliminated, the Operator shall lift the suspension. As an exception, in the event that the suspension is due to the registration of the Participant in the General Register of Gambling Prohibitions and/or in the Register of Persons Connected to the Gaming Operator, the Operator may decide to lift the suspension of the Gaming Account and allow the Participant to participate in the games, provided that the Participant has requested to do so (e.g., by re-accepting the current Gambling Contract).

E)v.(iii). Cancellation of the User Registration and Gaming Account

The Participant may deregister, and consequently his User Registration and Game Account will be cancelled, for one of the following reasons:

- a) Will of the Participant (Request for cancellation or exercise of the right to cancel data): Once the necessary operations have been carried out to proceed with the definitive deregistration of the Participant who has requested it or disabling of access to the Personal Data corresponding to the exercise of a right of cancellation.
- b) Definitive inactivity: In case of inactivity for four consecutive years after the suspension of the User Registration.
- c) Non-compliance with regulations or abuse of rights or conduct incompatible with responsible/safe gambling: At the request of the Operator, if the Operator has sufficient evidence, once the facts have been established, to consider that the circumstances that led to the suspension of the Gaming Account provided for in the previous section (indications of non-compliance with regulations or abuse of rights or conduct incompatible with responsible/safe gambling) are present, the Operator may cancel the User Registration and/or Gaming Account.
- d) Death and Other Subjective Circumstances: When the death of the Participant is verified or the concurrence of other definitive subjective circumstances that determine the inability to be a Participant is verified (for example, not having an address in Spain or not reporting a valid current account opened in a financial institution authorised to operate in Spain when required to do so).
- e) Other breaches: In the event of any other breach of the provisions of this Gambling Contract (e.g. failure to cooperate in the verification of due diligence measures or obstruction of identity verification operations, failure to have an address in Spain or failure to report a valid current account opened with a financial institution authorised to operate in Spain when required to do so) and in general when serious or repeated breaches by the Participant of his obligations under this Contract are verified, the Operator may cancel the User Registration and Gaming Account.

It will not be possible to cancel the User Registration and the Game Account at the Participant's request or to satisfy the right to cancel Personal Data, as long as the Participant has active bets and/or a balance on his Game Account. In this case, the Participant requesting deregistration

must wait until the draw or event in which he is participating has been held and any prizes that may correspond to him have been collected in order for his/her deregistration to become effective. Prior to cancellation (and with the exceptions set out below), the Participant may request SELAE to download the balance in his Game Account to a bank account owned by him in a financial institution authorised to operate in Spain, or expressly and irrevocably renounce this balance.

SELAE reserves the right to refuse the collection of prizes or the discharge of amounts from the Game Account when appropriate, depending on the cause of termination of the Contract (rules infringed and what is provided for in them, requirements of authorities and consequences of conduct that may constitute abuse of law, contractual bad faith, etc.).

Once the User Registration and corresponding Game Account have been cancelled, the Participant will no longer have access to them, and will not be able to carry out operations or receive communications from SELAE. The cancellation of the User Registration will lead to the termination of the Gaming Contract.

E)vi.- Basic communications from the Operator to the Participant:

Participation through the Platform entails, as an integral part of the basic service provided, the forwarding to the Participant of communications for better information regarding his User Registration, Game Account, his group play or his eventual categorisation in accordance with the regulations in force.

Notifications shall include the information required by law to be sent to the Participant, such as service information notices, notices of contractual changes, security notices, responsible gaming, as well as invitations to surveys or other activities sent to Participants by legal obligation or secure gaming to collect data for statistical processing.

These communications may be sent through different channels which may include SMS, email or other means (such as push notifications via app or browser) that the Operator may implement.

None of these communications entail any additional charge or obligation for the Participant.

F) OPERATIONS THAT MAY BE CARRIED OUT BY THE PARTICIPANT. PARTICIPATION IN THE GAMES AND PAYMENT OF PRIZES

F)i.- Permitted transactions on the Gaming Platform and Gaming Account:

Each User Registration shall be linked to a single Gaming Account.

The Gaming Account does not accrue interest and reflects the economic transactions linked to the gaming activities, including those originating from the various participatory modalities offered by the Operator, as well as any onerous services that may be offered.

The Participant is responsible for providing the information necessary to enable economic transactions with the Operator.

The Platform and the Gaming Account allow the Participant who meets the requirements, to carry out information consultation operations in accordance with the provisions of this Contract, to carry out gaming operations in accordance with the particular rules and to carry out fund movements (deposit and withdraw funds, within the limits provided for in this Contract and the gaming regulations, pay the Participation in the games offered on the Platform, request the payment of any prizes).

F)ii.- Transactions not permitted on the Gaming Platform and Gaming Account:

The Platform does not allow transactions that would result in a credit or debit balance on the Gaming Account of the individual Participant or any member of a group.

The Participant is not authorised to carry out transactions:

- For purposes unrelated to participation in the games (abuse of rights) and/or which constitute indications of fraudulent use of the Gaming Account.
- That could cause undue economic or reputational damage to the Operator.
- Prohibited by any applicable regulation or by SELAE policies such as Safe Gaming and/or fraud prevention in gambling.

F)iii.- Balance limits, deposits, amounts to be played and downloads:

In SELAE's commitment to responsible and safe gambling, it has established certain limits and possibilities for the Participant, which are described below:

- Balance and deposit limits

The Operator has established economic limits for the balance of the Lotobolsa and for the daily, weekly or monthly deposits that Participants can make, which are available for consultation at the following link: <https://www.loteriasyapuestas.es/es/centro-de-ayuda/lotobolsa/opciones-de-lotobolsa>

The Participant may voluntarily set limits, applicable to its own balances and deposits, at amounts lower than those generally set. Each Participant may make his request expressly and individually. In addition, the Participant may define the value from which he wishes the prizes to be paid directly into his bank account and not into his Lotobolsa.

In the event that the Participant has not provided a valid bank account into which to make prize payments, the money will be credited to his Lotobolsa regardless of the limit set by the User, given that it is not possible to make the payment in any other way. If the Lotobolsa balance in this case exceeds the established limit, the Participant will be notified that he must unload his Lotobolsa immediately, without the possibility of carrying out any new operation until this unloading is carried out.

SELAE, in its commitment to responsible and safe gambling, has decided not to accept requests to increase or remove the deposit limits indicated in the first paragraph under any circumstances.

The means of payment available to load deposits may be restricted by the Operator for certain groups of vulnerable participants or groups at risk, in accordance with the regulations in force at any given time.

- Limits to the amounts to be played

As part of SELAE's commitment to responsible gambling, the Participant may establish his own personal maximum limit for his weekly expenditure on the Platform, provided that it is lower than the limit that may be established at any given time by the applicable regulations, and with the additional limit of the balance available in the Lotobolsa. Each time he tries to play, the Platform will check that the amount of the bets placed during the last week (from Monday to Sunday) does not exceed this value.

- Limits on downloads

As a security and responsible gambling measure, SELAE has established the following limits for downloading the Lotobolsa balance: maximum number of downloads in 24 hours: 1; and maximum number of downloads per week: 2.

The Lotobolsa is downloaded at the Participant's request or automatically when the balance exceeds the balance limit due to winning prizes and the Participant has duly informed of a current account. The funds are transferred to the bank account declared by the Participant, which must comply with the requirements set out in the contract.

F)iv.- Participation in the games and payment of the participation fee:

If all requirements are met, the Participant may participate in the games via the Platform through the types or modalities that are regulated by the respective rules and that are accessible through this form of marketing. The form of placing bets or predictions shall be as set out in the respective rules for participation via the Internet or mobile applications.

The Platform shall offer the possibility of placing bets or predictions automatically or by marking them on a virtual image of a ticket or, where applicable, any other alternative. For the purpose of withdrawal in the games in which it is regulated, the Platform will randomly assign a number to each virtual slip, of which the Participant will be informed at the time of the consolidation of his bet.

For participation to be valid, it must be validly registered and not cancelled in the Central Gaming System, in due time and form. Participation in the games, whether in the individual or group mode, is personal and is not transferable to third parties. Consequently, SELAE will only pay any prizes won to the Participant, or Participants if the game modality is in a group, previously registered and who have placed the bets. It is not possible to share prizes with those who did not participate.

The payment for the Participation in the games, as well as the deposit in the Game Account, will be made using the means of payment that SELAE always enables and of which sufficient information will be provided on the Platform. The Operator shall not charge costs or commissions to the Participant.

Prior to formalising the participation, the Platform shall obtain a provision of funds for payment. If there are sufficient funds in the Lotobolsa, and no additional limits apply, the payment will be made against the balance of the same existing at that time and the Participant making the Participation will be asked to confirm the transaction. If there is less than the balance required for payment, the Participant (or Participants in the case of group bets) shall debit it before being asked for confirmation. The maximum amount of the transaction shall be limited in accordance with paragraph F) iii above.

Once payment has been confirmed and accepted, the Entry will be sent to the Central Gaming System for validation. The Central Gaming System will check whether it is within the admission time. If not, the Participant shall be informed and the transaction shall be rejected.

In the event that, due to the suspension of the game or any other cause that prevents it from running, the Operator has to refund the amounts paid by the Participant, the refund shall be made in the manner established by the Operator in the specific rules of each game.

Once the transactions have been registered, the Participant will be presented with a summary of the content of each of the bets, wagers or predictions, separating those accepted from those rejected, if any.

The evidence provided by the Platform is for information purposes only. Under no circumstances will it be a valid element for the collection of prizes, nor can it be used as proof of payment of the Transaction. For these purposes, the only valid evidence is the record in the Central Gaming System, which shall be equipped with the appropriate security measures.

Before formalising any Participation in the game, the Participant must ensure that he has correctly selected the details of the game, draw or event. Due to the configuration of the games and the associated security measures, once the Participation in a SELAE game has been formalised, it will be final, and it will not be possible to cancel, revoke or withdraw this Participation.

In the specific case that there are discrepancies regarding the exact content of the Participation in the game (whether it is a bet, play or prediction), both parties to this Gambling Contract accept as definitive the registration of operations and transactions of the Operator's internal control system. This is without prejudice to the Participant's right to resort to any of the legally and contractually available dispute resolution mechanisms for the protection of his legitimate rights and interests against decisions of the Operator.

F)v.- Payment of prizes:

The Operator shall pay the prizes, directly or through the services of third-party collaborating entities, in the form, by the procedure and means of payment that it has established in the particular rules of the game. In accordance with the specific rules of the games, the right to collect the prizes expires 3 months after the date of the last event or draw to which each Participation refers. Any action by the Participant in relation to the collection of prizes must be carried out within this period.

Prizes of less than 2,000 € will be paid directly into the Participant's Lotobolsa. If the Participant has a valid current account assigned to him, the prizes that he makes in excess of the deposit limit in the Lotobolsa referred to in section F) iii (Balance and deposit limits) or any other lower prize payment limit that he has configured, and up to 2,000 €, shall be immediately transferred to the account designated by the Participant. In the event that the Participant does not have a valid current account assigned, the Participant will not be able to load the Lotobolsa or place bets until a bank account is registered and download operations are performed in such a way that the balance of the Lotobolsa is lower than the aforementioned limit.

Prizes of an amount equal to or greater than 2,000 € will be paid into the bank account specifically designated by the Participant for each prize in excess of that amount, unless otherwise specified in the specific rules of the games. The Participant must verify, within the expiry period of the right to collect the prizes, the bank account in which he/she wishes to deposit each specific prize that equals or exceeds the amount indicated above, for reasons of prevention of money laundering and prevention of fraud in the game, as well as for reasons of prevention of possible technological fraud. SELAE will not pay prizes to accounts not verified by the Participants. The Operator will keep the prize at the disposal of the Participant until the communication of the bank account to which the Participant wishes to deposit the prize or the expiry of the right to payment, whichever comes first. Participants may verify the account into which they wish a prize to be paid at any time from the time they have received the prize until the expiry of the entitlement.

In the event that the specific rules of the games provide for prizes payable in a format other than a single payment, payments shall be made outside the Platform's automated system, in the manner and under the conditions indicated in those specific rules.

For the prevention of money laundering and terrorist financing, to avoid fraudulent conduct in all areas, and traceability of transactions, no other forms or means of payment of prizes will be accepted other than bank accounts held by the Participant in financial institutions authorised to operate in Spain. SELAE will be exonerated from any liability when the transfer is made to the account number indicated by the Participant.

In order to comply with the provisions of the regulations on the prevention of money laundering and the financing of terrorism, as well as in order to avoid possible collusive, fraudulent or risky conduct and, in general, actions in which there is a breach of rules or an abuse of rights, the Operator may request information or documentation to verify the ownership of the bank account identified by the Participant for the payment of the prize, without prejudice to the Operator's right

to withhold the payment of the prizes or prevent effective access to them when appropriate in accordance with the provisions of section E) of this Contract.

Before the payment of any prize, the Platform will verify that there are no circumstances that prevent the payment of prizes in accordance with the terms of this Contract.

SELAE does not charge management fees or any amount for the payment of prizes.

G) LIST OF THE MODALITIES AND SERVICES FOR PARTICIPATION OFFERED TO THE PARTICIPANT, PRICE AND METHOD OF PAYMENT

During the term of the Gaming Contract, the Participant will have access, through his/her User Registration, to the participatory modalities accessory to the main functionality of placing bets and collecting prizes individually that SELAE offers, according to the conditions, price and form of payment described. Among others:

- a) Automated replay services ("Subscriptions" and "Purchase Orders" in Lotería Nacional): the Platform allows the Participant to order the automatic replay of the same or a similar play for future draws (hereinafter "**Subscription Plays**"). The Participant is informed at all times of the number of repetitions as well as the unit price of each play. With regard to the subsequent generation of Subscription Plays, this service is provided automatically and on a best effort basis, with no guarantee of success, and is subject to the technical possibility of formalising each Subscription Play on the Platform, to the possibility of acquiring the play with the characteristics indicated according to the availability of the offer for each draw, the type of draw as well as to the absence of any practical or legal impediment occurring on the User Registration or the Game Account, among others, the unavailability of sufficient credit to make the payment of the play. In any case, a successfully repeated play will be immediately registered in the Gaming Account and will remain there for the periods established for any gaming transaction. It is the Participant's responsibility to make sure of the result of the generation of his subscription plays, and no further claims may be made for any action taken by the Participant without having previously consulted his Game Account. However, the Operator shall notify the Participant, in an automated and best effort mode, of the correct generation of his subscription plays. The entire automatic replay service is provided free of charge, with payment being made only for the plays that are finally generated, and never before their successful completion on the Platform.
- b) Support services for the management of regular or preferred bets ("**Favourite bets**"): the Platform incorporates various functionalities aimed at facilitating the saving, management, verification of prizes and subsequent reuse of the Participant's regular or preferred bets. None of these functionalities entails any charge by SELAE or any additional obligation for the Participant.
- c) Group management and multi-participant betting services: the Platform may incorporate various functionalities that allow the management of groups to generate and manage group bets placed on the Platform by several Participants in order to distribute the potential associated prizes.
- d) Assisted top-up services: optional service that allows a Participant to top-up the Lotobolsa using a previously used payment method. SELAE stores a reference or token of it, but in no case data of the means, which are exclusively managed by the payment service provider.

None of these functionalities imply any charge by SELAE or any additional obligation for the Participant.

H) ADDITIONAL INFORMATION SERVICES OFFERED TO THE PARTICIPANT, THE PRICE AND THE METHOD OF PAYMENT FOR THEM

Apart from the basic communications inherent to the service, SELAE will offer additional information or communication services, which the Participant may activate or deactivate voluntarily.

None of these communications will entail any economic cost or additional obligation for the Participant.

The information offered has no official validity.

These communications may be sent through different channels which may include SMS, email or other means (such as push notifications via app or browser) that the Operator may implement. They will not be sent or made available to those who are ineligible to receive them in accordance with applicable gaming regulations (e.g., self-excluded).

Additional communications services:

- a) Commercial communications from SELAE regarding the current games, including occasional communications about changes in functionality; most important jackpots in play, information about future draws and results of past draws of the various games; a newsletter and useful information related to your behaviour on the Platform.
- b) Commercial communications about new products and services on the Platform.
- c) Invitations to participate in surveys carried out by SELAE in order to collect information mainly for the improvement of the services and products offered and of the user's browsing experience on the Platform and in the on-site game.

I) RIGHTS AND OBLIGATIONS OF THE PARTICIPANT

During the term of the Gambling Contract, the Participant shall have the following rights:

- a) Obtain clear and truthful information about the rules of the game in which he wishes to participate.
- b) Collect the prizes that may correspond to him in the established time and manner, in accordance with the specific rules of each game and with SELAE's online gambling rules.
- c) Communicate/declare the bank account of his ownership in which to make, if applicable, the payment of his prizes.
- d) File complaints with the DGOJ (Dirección General de Ordenación del Juego, Spanish Gambling Authority) against the Operator's decisions that affect his interests.
- e) Use the time of use corresponding to the price of the game in question when SELAE markets games with a game session.
- f) Play freely, without coercion or threats from the Operator, other players or any other third party.

- g) Know at any time the amount played or wagered, as well as, in the case of having a Gaming Account opened with the Operator, to know the balance of it.
- h) Identify himself in a secure manner in accordance with the procedures established by the Operator for this purpose.
- i) Know the identity of the Operator at all times.
- j) Receive information on the responsible and safe practice of gambling.

During the term of the Gambling Contract, the Participant's obligations are as follows:

- a) Not to disrupt the normal course of the games.
- b) Adopt behaviours based on honesty, good faith and respect towards other Participants and the Game Operator, and not to use the functionalities made available by the Operator for purposes other than his personal participation in SELAE's games.
- c) Comply with the norms and rules that, in relation to the Participants, are established in the regulations of the games and comply with the stipulations of the Gambling Contract.
- d) Select a robust credential that he will only use on the Platform, which he must diligently guard. Not to transfer or provide the use of the User Registration to third parties.
- e) Not to make transfers to other players' Game Accounts or use payment methods that are not owned by the participant.
- f) Unsubscribe as a registered user and not to participate in the games again in the event that he becomes subject to any of the subjective prohibitions provided for in the gaming legislation, or ceases to meet any of the eligibility requirements.
- g) Make available to SELAE any information and documentation required to allow SELAE to comply with its legal obligations of verification and due diligence with respect to the Participants (knowledge of the client).
- h) Know and respect the policies of Responsible/Safe Gambling and Prevention of Fraud in Gambling, and comply with those requests required in this matter by SELAE.
- i) Be physically located in Spain to register, place bets, create subscriptions or make deposits in the Lotobolsa.
- j) Keep the information provided to the Operator for the performance of the Gambling Contract duly updated, including the details of the User Registration, current account or associated point of sale (the latter when required at the time of registration). Otherwise, the Participant's use of the Platform may be limited or his or User Registration and Game Account may be cancelled.
- k) Maintain an up-to-date bank account in which to make, where applicable, the payment of prizes and the downloading of the balance from the Lotobolsa.

J) OBLIGATIONS, LIABILITY AND RIGHTS OF THE OPERATOR

During the term of the Gaming Contract, the Operator has the following obligations:

- a) make available to the Participant through its User Register a copy of this Contract, as well as any modification to the Contract and the mechanisms for express acceptance required for its formalisation and for the subsequent development of the legal relationship.

- b) Retain the Gambling Contract for a period of six years from the termination of the User Registration.
- c) Retain the analytical detail of the movements in relation to the Participant's Gaming Account and of the plays made for a period of six years.
- d) Periodically verify the identity of the Participant, the absence of subjective prohibitions to participate in the game and the correct use of the Gaming Account, notifying the relevant authorities of possible violations or anomalies detected in its use as soon as it becomes aware of them.
- e) Register in the Gaming Account, by means of debits and credits, all transactions, including their complete identification elements and, in particular, those relating to spins, winnings, refunds, deposits, withdrawals or bonuses received.
- f) Pay the prizes by the procedure and means of payment established in the specific rules of the game, unless the Participant is subject to any of the subjective prohibitions to participate in the games or in any other circumstances provided for in the regulations in force that prevent this.
- g) Not to make any act of disposal of the amounts deposited by the Participant in the dedicated Gaming Account for purposes other than the ordinary course of the games.
- h) Verify that participants do not adopt behaviours that are incompatible with responsible/safe gambling or risky behaviours in accordance with the models and policies established by SELAE or by current legislation and duly inform the Participant when this type of behaviour is detected.
- i) Carry out all other actions imposed by the regulations for the promotion of responsible or safe gambling, the Prevention of Fraud in Gambling, the prevention of money laundering and financing of terrorism or the prevention of Fraud in general.

During the term of the Gambling Contract, the Operator shall have the following rights:

- a) Precautionary suspension of the Participant in any of the cases of suspension provided for in paragraph E).
- b) Permanently terminate the Participant in any of the cases of termination set out in clause E).
- c) Take any actions described in this Contract and those necessary to ensure compliance with this Contract.

K) TERMINATION OF THE GAMBLING CONTRACT BY THE OPERATOR

The Operator may terminate the Gambling Contract in case of:

- The occurrence of any of the causes for cancellation of the User Registration and the corresponding Game Account.
- Absence of the express consent of the Participant, within the period reasonably foreseen and communicated by the Operator, for modification of the contractual relationship in the event of unilateral modification of the contract or subjective novation of the Operator.

- Loss by the Operator of the authorisations authorising it to carry out the gaming activity.

The termination of the Gambling Contract entails:

- The legal settlement of all operations that may be pending, both gaming and economic transactions, without prejudice to the Operator's right to refuse the payment of prizes or the discharge of amounts from the Gaming Account when this is appropriate according to the cause of termination of the Contract.
- The cancellation of the Participant's User Registration and his Game Account under the terms provided for in the Contract.

The termination of the Gambling Contract may be agreed by SELAE without prejudice to the exercise of other actions that may proceed in law to defend the interests of the parties, such as, for example, the claim for damages.

L) EFFECTIVENESS AND DURATION OF THE GAMBLING CONTRACT

This Contract shall enter into force from the moment of its express acceptance by the Participant by ticking the corresponding box and shall remain in force indefinitely as long as it is not terminated for any of the reasons indicated in the previous section.

In the event that the content of the Contract is unilaterally modified by the Operator or there is a subjective novation of the Contract, the Contract shall be replaced by the new Contract if the Participant expressly consents, through the means provided by the Operator for this purpose, to the maintenance of the contractual relationship, and otherwise the Contract shall be terminated if the Operator exercises the right to terminate the Contract. The Operator shall notify the Participant of the period within which the Participant may express consent to the termination or suspension of all or some of the Platform's functionalities.

M) MEANS OF CONTACT. CUSTOMER SERVICE:

SELAE makes available to the Participant different means of contact for queries related to the Platform, the User Registration (loss, theft or unauthorised use of the password, cancellation of the User Registration, rectification of Personal Data, changes of preferences in additional services/consent, etc.), online betting or prizes, as well as any query related to SELAE or to this Contract, and for the submission of complaints and claims. Participants have the following means of contact for their general queries:

- Contact form on the website www.loteriasyapuestas.es perfectly identifiable by the users and from which the date and time of receipt is recorded.
- Telephone call to: 900 11 23 13 / 902 11 23 13 / 91 596 23 00.

N) PERSONAL DATA PROCESSING

The fulfilment of the object of this contract entails the processing of the Participant's Personal Data by SELAE. SELAE declares that it scrupulously respects the fundamental right of individuals regarding the processing of their personal data, and that it strictly complies with the provisions of data protection regulations:

- REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data -RGPD-.
- Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights -LOPDGDD-.
- As well as any implementing legislation that may be applicable.

Acceptance of this contract implies acknowledgement of reading and understanding the Personal Data information. For the sake of transparency, the Basic Information is provided below using the layered technique:

<i>Layer I</i>	
<i>Synopsis</i>	<i>Basic information</i>
<i>Person in charge</i>	Sociedad Estatal Loterías y Apuestas del Estado, S.M.E., S.A. (SELAE).
<i>Objectives</i>	SELAE will process the participant's Personal Data in order to provide him with the services associated with SELAE's Digital Gaming Platform, for his/her participation in the commercialisation of the games and the various optional voluntary services (onerous and/or lucrative) offered therein. This involves the operational, technical, commercial and legal management of his participation in SELAE's games, with the aspects associated with the use of the Platform, including all activities corresponding to the operational and legal needs and obligations of a commercial company legally authorised to offer games.
<i>Recipients</i>	Data is only transferred for the needs of the contractual relationship (financial institutions, and in a very limited and occasional manner to auditors) and by legal obligation. There are no international transfers of Personal Data.
<i>Authentication</i>	Business relationship, legal basis, consent and legitimate interest
<i>Rights</i>	<i>He has the right to access, rectify and delete data, as well as other rights, as explained in the additional information.</i>
<i>Origin</i>	<i>The vast majority of the data originates directly from the data subject. The other data: The DGOJ in terms of feasibility of participant registration and gambling capacity. Financial institutions of the data subject and means of payment. Result of the use of the Platform and the games.</i>
<i>Additional information</i>	Additional and detailed information (Layer II) on Data Protection can be found here: https://www.loteriasyapuestas.es/f/loterias/centro_de_ayuda/Politica_Privacidad_Participantes.pdf

O) APPLICABLE LAW AND JURISDICTION

This Contract is governed by Spanish law. The relationship between the Participant and the Operator formalised by means of this Gambling Contract constitutes a private relationship and, therefore, any disputes or controversies that may arise between them shall be subject to the Spanish Courts and Tribunals of the civil jurisdiction, without prejudice to the exercise of the sanctioning powers exercised by the DGOJ, within the scope of its competences.

The above is without prejudice to the Participant's right to resort to any of the legally and contractually available means of dispute resolution for the protection of its legitimate rights and interests against decisions of the Operator. He may also submit any claim relating to contractual obligations arising from this Agreement which he has brought directly against the Operator and

which has not been satisfactorily resolved to a dispute resolution procedure through the European online dispute resolution platform (ODR), which is available here <https://ec.europa.eu/consumers/odr/main/>.

P) GENERAL

i) Liability of the Operator:

SELAE shall not be liable for direct or indirect damages or losses arising from the use of the services offered through the Platform or its contents, including damage to computer systems including the introduction of harmful applications, whether in the form of viruses or others. Likewise, SELAE will not be responsible for delays or failures that may occur in the access, operation and operability of the Platform, or in the services and/or contents, as well as interruptions, suspensions or its malfunctioning, when they are caused by breakdowns caused by natural disasters or situations of force majeure or extreme urgency, such as strikes, attacks or computer intrusions or any other situation of force majeure or fortuitous cause.

ii) Intellectual and industrial property rights:

All content and services offered through the Platform - including texts, information, data, software, distinctive signs, trademarks, trade names, multimedia content, graphics, images, animations, musical creations, videos, sounds, drawings, photographs, all comments, exhibitions and its html code and other content of the Platform, without this enumeration having a limiting nature hereinafter, the "Platform Content") are owned by SELAE or its licensors, including the intellectual and industrial property rights derived therefrom. The use, reproduction, transmission, transformation, distribution, communication or exploitation of the Platform and the Platform Content or any part thereof in any way by the Participant is prohibited, except in accordance with the following paragraph.

SELAE grants Participants a limited, non-exclusive licence, for the duration of the Contract, which cannot be sub-licensed or transferred, to use the Platform and the Contents of the Platform in the manner strictly necessary for the use of the services offered in the Platform. Under no circumstances may the Participant make any use or utilisation of the Platform services or Platform Content that is not exclusively personal, subject to any exceptions that may be provided for.

Likewise, Participants shall refrain from deleting, altering, evading or manipulating any protection device or security systems that may be installed on the Platform.

Participants acknowledge and accept that the use of the Platform and the Platform's Contents does not imply the transfer in their favour of any intellectual or industrial property right over the Platform or the Platform's Contents, nor does it constitute any authorisation for the creation of developments derived from the Platform or the Platform's Contents, except for the limited licence of use granted to the Participants to use the Platform and the Platform's Contents under the terms provided for in this section.

For their part, Participants grant SELAE, where applicable, a non-exclusive, unlimited, full, transferable, free and sublicensable right of use over data that are not of a personal nature, in particular technical data or data whose personal reference has been deleted (anonymised data)

iii) Language.

The language in which this Gambling Contract is drafted and in which it is signed is Spanish. Any translation into a different language will be for information purposes only, with the Spanish version prevailing in all cases.

iv) Integrity of the Contract

In the event that a clause of this Contract is declared null and void or ineffective, the Parties agree to the Contract remaining in its entirety, so that only the clause or part of the clause of the Contract thus declared null and void or ineffective shall be deemed not to have been included, with the rest of the clauses remaining in force, and shall not affect its validity or extinguish the legal relationship between the Parties. The foregoing, provided that it does not affect an essential part of the Contract, the deletion of which would determine a significant reduction in the balance of the reciprocal benefits between the parties..

v) Acceptance of the Gambling Contract:

The Participant considers sufficient and knows and understands the information contained on the Platform, including the description of the services offered, the conditions of use of the Platform and this Gambling Contract to which he has had access as pre-contractual information. The Participant acknowledges that he bases his decision on the information to which he has had access. By ticking the relevant box, the Participant fully and unreservedly accepts the content of this Gambling Contract.