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TERMS AND CONDITIONS

INTRODUCTION

Please read these Terms and Conditions carefully before registering. By registering and obtaining a player account, players accept and agree to these Terms and Conditions. Terms and Conditions and Privacy Policy are published on the website of the lottery organizing company and may be changed at any time.

All players will be notified at their registered email. A new version of these Terms and Conditions will take effect immediately after the next login to the betting shop account or in accordance with another notification.

The website allows players to pay for and place bets on the results of the specified lotteries according to their preferences and dates of drawings.

The company organizing the lottery is - Sunny Island Inc., Nauru Republic. Registered office address: office building A, Ocean Village Promenade. The lottery shall be conducted and the bets and wins shall be paid in cryptocurrency, namely in bitcoin (BTC). The company shall ensure the functioning of the website, placements of and payments for bets, set the number of prize places, calculate the prize fund and the amount of winnings, and pay out the winnings

1. DEFINITIONS

1.1. "Player" means registered user of "Offshore Lotto".

1.2. "Player Account" means an account in the betting shop that a player can use to place and pay for bets.

1.3. "Privacy Policy" means the current policy published by Sunny Island Inc. regarding the use and storage of personal information.

1.4. "Bet" means a bet on the outcome of a certain real event, i.e. the result of a certain lottery offered by the website and presented via the Internet. This shall apply either to the amount of money that the player decides to bet in relation to the corresponding lottery drawing, or to the amount of money placed on several lotteries offered by the website, which are drawn on the announced dates and times.

1.5. "Betting Event" means an event resulting in the player paying for lottery tickets and obtaining their series and numbers.

1.6. "Winning Bet" means a bet made by a player that resulted in a lottery ticket, the series and number of which were selected by the lottery machine at random as one of the prize places.

1.7. "Prizes" means prizes for the winners that shall include:

- the main prize;
- additional prizes;
- incentive prizes.

1.8. "Stop Bet" means the time when bets sale/payment is stopped. It is usually activated 24 hours before the start of each draw.

1.9. "Lottery categories" means lottery categories offered to players of " Offshore Lotto ". All lotteries are divided into 3 categories – "A", "B", "C"(Seasonal, Holidays and Premium), depending on the frequency of drawings, the date when the lottery drawing is held and the distribution of the prize fund among the winners.

1.9.1. "A"(Seasonal) category includes:

- "Winter"
- "Spring"
- "Summer"
- "Autumn"

Drawings are held on the first day of each season.

1.9.2. "B"(Holidays) category includes:

- "On New Year's Eve"
- "On Orth. Christmas Eve" (Orth. stands for Orthodox)
- "On Chinese New Year's Eve"
- "On St. Valentine's Day"
- "Confucius"
- "Halloween"
- "On Christmas Eve"

1.9.3. "C"(Premium) category includes:

- "Caligula"
- "O Lucky man"
- "Cleopatra"
- "Eldorado"

1.9.4. For better communication and identification, each lottery is assigned a unique prefix:

- "On New Year's Eve" ("NEW")
- "On Orth. Christmas Eve" ("CHO")
- "On Chinese New Year's Eve" ("CNY")
- "Caligula" ("CAL")
- "On St. Valentine's Day" ("VAL")
- "Spring" ("SPR")
- "O Lucky Man" ("LUM")
- "Summer" ("SUM")
- "Autumn" ("AUT")
- "Confucius" ("CON")
- "Halloween" ("HAL")
- "Winter" ("WIN")
- "Cleopatra" ("CLE")
- "On Christmas Eve" ("CHR")
- "Eldorado" ("ELD")

1.10. "Types of Bets" mean bets for holding lottery of all categories submitted in accordance with these Terms and Conditions, their description and price, which can be made by players.

1.10.1. Bets for holding lottery of all categories:

1. SINGLE (1 lottery ticket) = €1;
2. FIVEFOLD (a package of 5 lottery tickets, price: €0.9/pc) = €4.5;
3. TENFOLD (a package of 10 lottery tickets, price: €0.85/pc) = €8.5;
4. TWENTYFOLD (a package of 20 lottery tickets, price: €0.8/pc) = €16;
5. THIRTYFOLD (a package of 30 lottery tickets, price: €0.75/pc) = €22.5;
6. FIFTYFOLD (a package of 50 lottery tickets, price: €0.7/pc) = €35;
7. HUNDREDFOLD (a package of 100 lottery tickets, price: €0.6/pc) = €60;
8. TWOHUNDREDFOLD (a package of 200 lottery tickets, price: €0.5/pc) = €100.

Numbers and series of tickets in the packages are chosen in random order.

1.11. "Series and Number" are unique identifiers of lottery tickets, paying for which players place their bets on them.

1.12. "Special Jackpot" means a super prize of the funds received as a result of depositing unclaimed winnings in lotteries of all categories that is opened and played in the "B" category lottery. The player whose ticket gets to the first place according to the results of the drawing becomes eligible to win a "Special Jackpot". The date of a "Special Jackpot" drawing is announced additionally.

1.13. "Play List" means a lottery machine file that includes all the series and numbers of lottery tickets participating in the drawing on the specified date and time. An individual "Play List" is formed for each lottery draw.

1.14. "Prize Fund" means the total amount of revenue in cryptocurrency from the sale of lottery tickets received at the time of the "Stop Bet". The organizer has established prize, fixed cash, and incentive prizes in all lottery categories.

1.15. For the "A" and "B" categories, there have been established 1 main prize, 11 additional prizes and 2 incentive prizes:

- 1st place – 50%;
- 2nd place – 20%;
- 3rd place – 15%;
- 4th place – 5%;
- 5th place – 2%;
- 6th place – 1%;
- 7th place – 1%;
- 8th place – 0.5%;
- 9th place – 0.2%;
- 10th place – 0.1%;
- 11th place – 0.1%;
- 12th place – 0.1%;
- 13th place – EUR 10 Gift Card;
- 14th place – EUR 20 Gift Card;
- lottery organizer – 5%.

1.16. The "C" category provides for 1 main prize, 7 additional prizes and 4 incentive prizes:

- 1st place – 75%;
- 2nd place – 10%;

- 3rd place – 5%;
- 4th place – 1%;
- 5th place – 1%;
- 6th place – 1%;
- 7th place – 1%;
- 8th place – 1%;
- 9th place – EUR 100 Gift Card;
- 10th place – EUR 50 Gift Card;
- 11th place – EUR 50 Gift Card;
- 12th place – EUR 50 Gift Card;
- lottery organizer – 5%.

1.17. "Payment Currency" means fiat money used as a cost measure to fix prices in the betting shop when they are sold, and non-fiat money used to pay for bets and pay out winnings. Lottery ticket prices shall be set in EUR, and bets and winnings shall be paid in cryptocurrency, i.e. in bitcoin (BTC).

1.18. "Winners" mean players whose bets turned to be winning as a result of a realtime online drawing of a certain lottery.

1.19. "Payout" means the amount that is to be paid or has already been paid by the lottery organizer Sunny Island Inc., to the winners. The cost of operating expenses for making payments in cryptocurrency when paying out the winnings shall be born by the player.

1.20. "Wallet" means a cryptocurrency wallet in bitcoins (BTC). It is required to register, pay for bets, and receive winnings. It must be created by the future user before registering the account.

1.21. offshorelotto.com - is the main website of the lottery organizing company. It contains all the latest and most complete information about the lotteries on offer. Online drawings are available for view. Registration is not required.

1.22. "Payment (Gift) Card" means a non-cash payment tool that allows you to pay for bets without using cryptocurrency. Recommended for players who participate in the drawing on a regular basis. Denominated in EUR. As soon as the balance is used up, the card is subject to disposal. The cards are valid for 60 days following the date of receipt. A card that has not been used up over the specified time period is deemed invalid. The card cannot be refunded or exchanged for fiat money. Players are not limited in purchasing a "Payment (Gift) Card". They are available in any quantity.

1.23. Along with lottery bets accepting and payment opportunities, the " Offshorelotto" betting shop offers Payment and Gift Cards for sale. The cards have the same functionality, but the "Gift" cards are intended as gifts.

1.24. These Terms and Conditions do not allow return of paid digital goods to the players. Accepting the Terms and understanding this, players should be aware that Payment Cards and lottery tickets are non-refundable.

1.25. The sale of lottery tickets begins no earlier than 6 months before the draw date.

2. PLAYERS

2.1. All players guarantee that:

- they have read and understood these Terms and Conditions;
- they are at least 18 years old (gambling is not encouraged for minors);
- they do not deposit funds obtained as a result of criminal and/or other unauthorized activities;
- they will pay taxes established in their countries with regard to their winnings;
- the data provided by them at the time of registration and payment, respectively, are complete, accurate and have not been stolen or lost;
- they are not restricted by limited legal capacity.

2.2. The player must register in the betting shop in order to use the services provided, place bets, or purchase payment cards that make it possible to pay for bets. The lottery organizer does not prevent registration, but reserves the right to suspend it in case of violation of these Terms and Conditions to any player until they eliminate the violations identified.

2.3. During the payout of the winnings, the following data may be required from the player in certain cases: name, residential address, gender, date of birth, phone number, additional information about the payment method, as well as possible other information related to the implementation of services provided by the lottery organizer.

2.4. The lottery organizer is not obligated to verify any data provided or contact the player to change incorrect, incomplete or invalid data.

2.5. The player must inform the lottery organizer of any changes to the information provided during registration, by updating it in a timely manner. The lottery organizer shall not be liable for damages caused to the player by third parties as a result of hacking of their cryptocurrency accounts registered on third-party Internet resources and theft of payment data.

3. PLAYER ACCOUNT

3.1. When registering, the player shall provide an email address, bitcoin address (BTS) to pay for bets and receive winnings, and a reliable password. The player can independently manage their data at any time through the corresponding player account.

3.2. The player shall be entitled, at their own discretion, to set various minimum and maximum amounts deposited in payment/gift cards and lottery bets.

3.3. The player must store their player account information (username and password) in a secure location to prevent unauthorized access. The player shall be responsible for all actions and transactions carried out through the bitcoin address specified by them personally in their player account.

3.4. Players may report suspected fraud or illegal use of their player account to the lottery organizer, and take such steps as may be necessary to overcome this, for example, by changing the password of the player account.

4. SELECTING AND PAYING BETS

4.1. To participate in the lottery, the player shall select and pay for the bets available at the betting shop. The player does not pay any service fees to the betting shop when paying for bets. The cost of operating expenses during the payment of bets and payment of winnings shall be beyond the responsibility of the lottery organizer and the betting shop, which is an integral part thereof.

4.2. The player can independently place bets, both single (pay for one lottery ticket) and multiple (pay for the chosen package or several packages of lottery tickets). Players are not limited in the number of lotteries they can simultaneously participate in and in the number of bets they can simultaneously place.

4.3. For the stable functioning of the lottery, 500 000 electronic tickets, each with a unique identifier, are issued for each drawing of each lottery denomination. The tickets are placed and offered for sale at our own betting shop only. Please be aware that Offshorelotto lottery tickets cannot be offered by any other merchants. For more security, visit the betting shops using the links on the lottery organizer's website. The issue is divided into 50 series. Each series consists of 10,000 numbers. Each ticket has a unique combination of series and number.

Sample code of a lottery ticket that a player receives after payment:

-#95|SUM-000001-00001796|30.11.2019|16:00

Explanation for the received code:

– #95 – lottery draw number,

– SUM – ID (prefix) of the drawn lottery denomination,

– 000001 – ticket series,

– 00001796 – ticket number,

– SUM-000001-00001796 – unique ticket participating in the drawing and included in the Play List,

– |30.11.2019|16:00| – start date and time of the drawing.

The lottery prefix, ticket series and number are entered in the Play List. For greater awareness of participants and observers, the player country flag icon is added to the PlayList.

4.4. After the player has made their choice and made a payment, the bet is deemed placed. The player can no longer change or cancel it. The player must wait for the date and time of the drawing and can watch it online.

4.5. Randomly selected series and numbers of lottery tickets dropped into the basket and paid for are sent to the player account, to the registered email and to the Play List of the lottery machine. From that moment on, the bet shall be deemed processed and included in the Play List of the upcoming drawing. Until the moment of "Stop Bet", the lottery ticket series and number of all players who wish to participate in the drawing are added to the Play List.

4.6. The final "Play List" is uploaded online to the lottery machine at the beginning of the drawing. At the end of the draw, the "Play List" is available for viewing.

5. WINNINGS

5.1. The lottery organizer usually informs players of their winnings via the email address specified during registration. The player is provided with information about the place their bet got to and the amount of the winning in cryptocurrency.

5.2. Each player whose bet after the drawing turned out successful must inform the lottery organizer about their knowledge of the winning and confirm by email the validity of the bitcoin address specified in their account within 30 days following the day of the drawing.

5.3. All categories lottery winnings whose holders, despite the notifications sent to them, did not respond in any way within the allotted 30-day time period shall be considered unclaimed. Unclaimed winnings shall not be subject to payout. All unclaimed winnings shall be deposited and their total amount shall be transferred to the "Special Jackpot".

5.4. Claimed winnings shall be paid out within 10 days after the date when the lottery organizer receives confirmation of the validity of the bitcoin address specified in the player account via email.

6. WEBSITE, LINKS, AND BANNERS

6.1. The lottery organizer shall not bear responsibility for any promotional links or advertising banners of third party advertisers.

6.2. Players must not abuse the website, engage in phishing, introduce viruses, Trojans, worms or other materials that are malicious or harmful. The lottery organizer shall not bear responsibility for any loss or damage incurred by players arising from a distributed denial-of-service attack, viruses or other malicious materials that may infect the player's computer equipment, computer programs, data, or other materials while using the website or any website associated with it.

6.3. While the lottery organizer seeks to assert that the information on this website is correct, it still does not guarantee absolute accuracy or completeness. The website may contain errors or inaccuracies, as well as information that is outdated.

7. FINAL PROVISIONS

7.1. Online gambling may be illegal in some jurisdictions or its legality may be questioned. Each player acknowledges and agrees that Sunny Island Inc., cannot and does not provide any legal advice or guarantees, nor does it make any representations regarding the legality of the use of their services in the jurisdiction where the players reside or are located.

7.2. Sunny Island Inc., shall not bear responsibility for any unauthorized use of the website or its respective services.

7.3. Should any provision of these Terms be found to be invalid or unenforceable by any judicial or other competent authority, all other provisions hereof will remain in full force and effect and will not be breached in any way.

7.4. These Terms and Conditions supersede any conflicting statements made by Sunny Island Inc.,'s customer care service, affiliates, agents, or anyone else. The player must read and understand them before using the website.

7.5. All notices under these Terms and Conditions should be accepted for execution only if sent and received via email. Sunny Island Inc.,shall send its notifications to the player at the email address specified in the player account.

7.6. Any proposed assignment, transfer, subcontract, delegation, charging or dealing in contravention of these Terms and Conditions on the part of the player shall be void. These Terms and Conditions are intended for the player individually and are accepted by the player in their own interests and not in the interests of any third party.

7.7. The lottery organizer is exempt from liability to the players for non-performance of obligations caused by circumstances that occurred against the will and desire of the parties and that could not have been foreseen or avoided, including declared or actual war, civil unrest, earthquakes, floods, fires, and other natural disasters, actions of state or municipal authorities, and other insurmountable circumstances.

7.8. If these Terms and Conditions are published in multiple languages, the English version hereof shall prevail over any conflicting elements in other languages.