

# **Rolling Riches Terms and Conditions**

Version 1:7

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These Terms and Conditions act as a legally binding agreement between Players and Rolling Riches and are applicable to the use of any and all of the services accessible through the Platform by using any electronic device, whether that be web, tablet, mobile phone or otherwise.

**ONLY THOSE PLAYERS IN THE UNITED STATES (EXCEPT FOR DELAWARE, HAWAII, IDAHO, KENTUCKY, MICHIGAN, NEVADA, AND WASHINGTON STATES) (THE “RESTRICTED TERRITORIES”) ARE ELIGIBLE TO ENTER OUR SWEEPSTAKES. REFER TO SECTION 3(1) OF THE SWEEPSTAKES RULES TO REVIEW PLAYER ELIGIBILITY.**

These Terms and Conditions must be read thoroughly and entirely before the time of registration, initial Gameplay or Customer Account creation. In doing so, Players affirm they have read and are willing to abide by all provisions within the Terms and Conditions, which shall include the Rolling Riches Privacy Policy, Responsible Social Gameplay Policy, and Sweepstakes Rules, and any other Game or promotion specific rules that may be relevant to Participation. Players may not use the Platform or play any Game if they do not accept these Terms and Conditions or any other Rolling Riches Policy.

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

**PRIZES ARE AVAILABLE FOR REDEMPTION THROUGH THE “REDEEM” BUTTON ON THE PLATFORM. REDEEMED PRIZES WILL BE ELECTRONICALLY TRANSFERRED TO THE BANK ACCOUNT PROVIDED BY THE PLAYER TO ROLLING RICHES DURING THE VERIFICATION PROCESS.**

**BY ACCEPTING THESE TERMS AND CONDITIONS, PLAYERS HEREBY WAIVE THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM. ANY PAST, PENDING, AND FUTURE DISPUTES BETWEEN PLAYER AND ROLLING RICHES SHALL BE RESOLVED THROUGH INDIVIDUAL ARBITRATION UNLESS PLAYERS OPT OUT WITHIN THE SPECIFIED TIME FRAME. SEE SECTION 23 FOR MORE INFORMATION.**

# 1. DEFINITIONS

**Collective Arbitration:** any claim that is acting as part of a class, group, mass, collective, coordinated or representative proceeding.

**Content:** material such as artwork, graphics, text, interfaces (including user and visual), logos, trademarks, photos, music, videos, sounds, and such items that are used, exhibited or available as part of the Games and Platform provided, including but not limited to Gold Coins and Sweepstakes Coins.

**Customer Account:** an account created by a Player.

**Fraudulent Conduct:** any such conduct as described in Section 11(1).

**Game:** any Game available on this Platform, including both Standard Play and Promotional Play. Games may be added and removed from the Platform at Rolling Riches' sole discretion.

**Gold Coin:** a virtual social gameplay currency enabling Standard Play Games. Gold Coins have no actual or real monetary value and cannot be redeemed for Prizes under any circumstances.

**Inactive Account:** a Customer Account which has not been logged into or logged out of for longer than twelve consecutive months.

**Merchandise:** physical goods given to a Player by Rolling Riches as a Prize or reward.

**Participate:** using the Platform in any manner, including and as further described in Section 3 below.

**Payment Administration Agent:** the service that is provided by any party that Rolling Riches appoints to act as an agent of the Rolling Riches Service.

**Payment Medium:** the method of payment used by the Player to purchase Gold Coins. This includes any card, online wallet, bank account, or other acceptable payment medium.

**Platform:** refers to the services, Games and features provided through any URL or mobile application belonging or licensed to Rolling Riches, and branded as part of its

portfolio of games, including the website located at <https://www.rollingriches.com>, and all subdomains, subpages, and related sites thereof.

**Player:** any person who has successfully registered a Customer Account and Participates on the Platform.

**Player Support Team:** a person who performs Player Support Functions.

**Prize:** any reward of redeemable value won during Promotional Play Games in accordance with the Sweepstakes Rules.

**Promotional Play:** participation in Rolling Riches sweepstakes through Platform Game play using Sweepstakes Coins.

**Restricted Territories:** Players from the following states are restricted from Participation on the Platform: Delaware, Hawaii, Idaho, Kentucky, Michigan, Nevada and Washington. Further, Players from outside of the United States of America are not permitted. Rolling Riches reserves the right to add or remove territories at any time and in its sole discretion.

**Services:** refers to the Platform, Games, Participation in any Promotional Play, and/or features provided through any URL or mobile application belonging or licensed to Rolling Riches, and branded as part of its portfolio of Games, including the website located at <https://rollingriches.com>, and all subdomains, subpages, and related sites thereof.

**Standard Play:** participating in any Game on the Platform using Gold Coins. Gold Coins may be awarded upon registration of an account on the Platform. No purchase is necessary. Gold Coins may also be awarded to a Player as a daily bonus upon successfully logging in to the Platform. A Player may win more Gold Coins when playing games in Standard Play and may purchase more Gold Coins while using the Platform. A Player cannot win Prizes when participating in Standard Play.

**Sweepstakes Coins:** sweepstakes entries that are subject to Sweepstakes Rules. SWEEPSTAKES COINS CANNOT BE PURCHASED. Rolling Riches may give a Player Sweepstakes Coins when the Player registers a Customer Account. Rolling Riches may also give Sweepstakes Coins to a Player, as a bonus when logging on to the Platform once every six hours. Sweepstakes Coins can also be obtained as a free gift through the purchase of various Gold Coin packages, or by way of our free alternative method of

entry as set forth in the Sweepstakes Rules. A Player may win additional Sweepstakes Coins when playing in Promotional Play.

**Sweepstakes Rules:** the Sweepstakes Rules which are available on the Platform.

**Terms and Conditions:** means these Terms and Conditions. Terms and Conditions are subject to change and be updated by Rolling Riches at any time at its sole discretion.

**Virtual Currency:** refers to virtual, in-games currencies for use with the Services. On the Platform, Games are currently played with Gold Coins and the Sweepstakes Promotions are entered using the Sweepstakes Coins. Gold Coins and Sweepstakes Coins retain their definitions.

## **2. PROTECTION OF FUNDS**

(1) "Rolling Riches" is an online social gaming company owned and operated by Rolling Riches Ltd. Any purchases made on the Rolling Riches Platform are processed by any Payment Administration Agent it appoints.

(2) Rolling Riches maintains funds equal to the aggregate value of unredeemed Prizes by Players. To protect such funds, they are reserved in accounts separate from Rolling Riches' business account. That said, in the event of company insolvency, there is no absolute guarantee that these funds will continue to be maintained and that any unredeemed Prizes will be assigned and paid to Players.

## **3. PLAYER PARTICIPATION**

### **Restrictions:**

(1) By agreeing to these terms, Players acknowledge and affirm that:

- a. Players must be 18 years of age or older. Players in the states of Alabama, Nebraska and Ohio must be 19 years of age or older. Players in the state of New Jersey must be 21 years of age or older.
- b. Players are legally eligible to Participate in the Games offered on the Platform under the laws of the jurisdiction applicable to them.
- c. All information provided to Rolling Riches by Players are applicable to these Terms and Conditions, and such information provided is complete, true, and

accurate. Players must notify Rolling Riches immediately of any change to such information.

- d. Players must not reside in or access the Platform from any Restricted Territory when participating in either Standard Play or Promotional Play.
- e. Players must participate in the Games in their own personal capacity and on their own behalf and not that of any other person.
- f. Players must participate in the Games for their own recreational and entertainment purposes only.
- g. Players must purchase Gold Coins only from an account in their own personal name, not from any business or corporate account to which they may or may not be affiliated to.
- h. The money Players use to purchase Gold Coins must not originate from any illegal activity or source.
- i. Players must not engage in any fraudulent or unlawful activity to fix or otherwise manipulate the outcome of the Games.
- j. Players must not use any software assisted methods or hardware devices for Participation. This includes, but is not limited to, bots designed for automatic play. If such behavior is suspected, Rolling Riches reserves the right to invalidate any further Participation.
- k. Players must use a valid Payment Medium that lawfully belongs to them to purchase Gold Coins. Players must not sell, trade, or accept a sell or trade for value provided by Rolling Riches.
- l. Players may 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 that may be provided to them by Rolling Riches.

**(2) TRANSACTIONS WILL BE REFUNDED FOR ANY PURCHASE OF GOLD COINS MADE BY RESIDENTS OF THE STATES OF DELAWARE, HAWAII, IDAHO, KENTUCKY, MICHIGAN, NEVADA, OR WASHINGTON. ANY CHARGES IMPOSED BY THE BANK OR FINANCIAL INSTITUTION MANAGING SUCH REFUND WILL BE THE PLAYER'S SOLE RESPONSIBILITY.**

**(3)** It is the Player's obligation to ensure their Participation is lawful in their jurisdiction. Any person who is knowingly in breach of Section 3, including any attempt to evade this restriction, for example, by using a VPN, proxy or similar service that hides or manipulates the identification of their actual location, or by otherwise providing false or misleading information regarding their location or place of residence, or by Participating from a Restricted Territory, through a third party, or on behalf of a third party located in

a Restricted Territory, is in breach of these Terms and Conditions. Players are committing fraud in such instances and may be subject to criminal prosecution.

**(4) Non-Eligible Players.** Employees of Rolling Riches, its affiliates, subsidiaries, holding companies, advertising agencies, colleagues, companies, or individuals involved with the Games, whether regarding designs, marketing, distribution, operation, production, or otherwise, are not eligible to Participate. Such exclusion also includes those employees' immediate family members such as spouse, children, parents, or siblings whether by birth or marriage is related, and household members that have shared the residency with someone in this list for at least three (3) months.

## **4. LICENSE**

**(1)** In accordance with these Terms and Conditions, Rolling Riches provides Players with a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform and/or Services solely for their personal, private entertainment and for no other purpose. Besides this limited, personal, revocable, non-transferable, non-sublicensable license to use the Virtual Currency with the Platform and/or Services, Players have no right or title in or to any such Virtual Currency appearing or originating with the Platform and/or Services, or any other attributes associated with the use of the Services or stored within the Platform and/or Services. Players accept and agree that their license to use the Platform and/or Services is limited to these Terms and Conditions, and any breach or act in contravention of these Terms and Conditions may cause their license to use the Services to be immediately terminated at Rolling Riches's sole discretion.

**(2)** These Terms and Conditions DO NOT grant any right to the title or interest in the Platform, Services, Customer Account, and/or Content.

**(3)** If Players do not agree to, or abide by these Terms and Conditions, their license to use this Platform and access Content will be terminated immediately.

**(4)** This limited license does not extend to anyone residing or present in a Restricted Territory or jurisdiction in which the Platform or any Content thereon has been deemed unlawful.

## **5. CUSTOMER ACCOUNT**

### **Single Account Only:**

**(1)** Players are allowed to maintain only one Customer Account on the Platform, including any Inactive Account. Should a Player attempt to create more than one

Customer Account, all such accounts will be suspended or closed for which the consequences outlined in Section 20(2) may be imposed.

**(2)** Players must notify Rolling Riches immediately if it comes to their attention that they have more than one registered Customer Account, whether active or not. **PLAYERS MUST NOT CREATE A NEW CUSTOMER ACCOUNT SHOULD THEY WISH TO CHANGE THEIR EMAIL, ADDRESS, OR LAST NAME.** Players who wish to make any changes to their Customer Account information should reference Section 5(3) below.

**(3) Accuracy. Registration details must be always kept up to date.** A change to a Player's registered email, phone number, address, other personal information or contact details, must immediately be made to Customer Support. To do so, Players should select the Customer Support Link on the home page and choose the 'Submit a Request' option from the top left-hand side. The name provided to Rolling Riches at the time of registration must match the name on their government issued identification.

**(4) Security and Responsibility of Players' Customer Account.** During registration, Players are required to choose a unique username and password before being permitted to log in to the Platform.

**(5)** It is the Players' sole responsibility to keep their Customer Account information and any Payment Mediums secure, confidential, and inaccessible to others. **PLAYERS ACCEPT FULL RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF THEIR CUSTOMER ACCOUNT, INCLUDING USE BY A MINOR, WHICH IS STRICTLY PROHIBITED.**

**(6) PLAYERS MUST NEVER SHARE THEIR CUSTOMER ACCOUNT INFORMATION OR PASSWORD WITH ANOTHER PERSON.** Players must not let anyone use their Customer Account or do anything that may compromise the security of their account.

**(7)** Players must notify Rolling Riches immediately if they notice or suspect their Customer Account has been compromised. This includes loss of account information, theft, or disclosures not authorized by the Player in their Customer Account.

**(8)** Players have the sole responsibility for preserving the confidentiality of their Customer Account details and password. Players maintain sole responsibility for any and all use of their Customer Account, including any purchases made under the Customer Account whether or not these purchases were authorized by the Player.

**(9)** Players understand and acknowledge that their Customer Account may be suspended or terminated in cases where someone other than the Player accesses their Customer Account and/or breaches these Terms and Conditions in any manner.

**(10)** Players acknowledge Rolling Riches is not responsible for any abuse or misuse of their Customer Account by third parties that may be due to the disclosure (intentional or accidental) of their Customer Account login details to any third party.

**(11) No Transfers Between Accounts.** Transferring Gold Coins or Sweepstakes Coins between Customer Accounts or from a Customer Account to another Player is strictly prohibited. Receiving Gold Coins or Sweepstakes Coins from another Player's Customer Account is also prohibited. Players may not sell, purchase, or otherwise acquire other Customer Accounts. Attempts to do so will result in immediate closure of the Customer Account, without limitation to any other rights or remedies available to Rolling Riches in such circumstances.

**(12) Inactive Customer Accounts.** Rolling Riches reserves the right to close Players' Customer Accounts if they become Inactive. Players agree that Rolling Riches is not required to provide them notice prior to taking such action, though Rolling Riches may choose to do so in its sole discretion. If a Customer Account is closed due to inactivity, any remaining balances of Gold Coins and Sweepstake Coins will expire and reset to zero (0).

#### **Closing a Customer Account:**

**(13)** Players may close their Customer Account at any time by submitting a request to close the Customer Account under the "Customer Support" link on the Platform. If a Player closes their Customer Account, they will forfeit any further access to use and benefit from any Coins (Gold or Sweepstakes) and unredeemed Prizes affiliated with their Customer Account.

**(14)** If a Player closes their Customer Account due to responsible social gameplay concerns, they must express this in their closure request. Details regarding responsible social Gameplay are set forth in Section 10(4) below and are available in the Responsible Social Gameplay Policy on the Platform.

**(15)** A Customer Account may be re-opened by contacting the Customer Support team. All such requests will be reviewed and evaluated by the Rolling Riches Customer Support and Compliance team, using strict customer protection protocols. Rolling Riches will not re-open a Customer Account that was closed at the request of the Player due to responsible social gameplay concerns and reserves the right to terminate any accounts that may subsequently be created by the Player.

**(16) Refusing or Closing Accounts.** Rolling Riches reserves the right to suspend, close, limit, or refuse to open a Customer Account. Should a Customer Account be closed in accordance with Section 20(1) below, the penalties set out therein will apply.

In such situations and certain circumstances (excluding fraudulent activity or violation of these Terms and Conditions), Rolling Riches will use reasonable efforts to allow for the Player to redeem Prizes in their Customer Account. Any license for continued use of the Platform will be terminated.

## **6. PURCHASES AND GAMES**

**(1)** In addition to these Terms and Conditions, Games offered on the Platform may have additional rules which are available on the Platform. It is the Players' sole responsibility to read the rules of the Games offered on the Platform before playing them. Additionally, Players must read the rules and understand the applicable terms of play before playing any Game.

### **Gold Coin Purchases:**

**(2)** Players must legally own, and have in their own name, the Payment Medium with which they choose to purchase Gold Coins. If Rolling Riches discovers that the name used during registration of the Customer Account, and the name linked to the Payment Medium, differ, the Customer Account will be suspended immediately, and any Prize redemptions will not be processed. Should a Player's Customer Account be suspended, it is the Player's responsibility to contact Customer Support.

**(3)** Rolling Riches reserves the right to request additional information and documents verifying the legal ownership of the Payment Medium used to purchase Gold Coins. Further, at any time, Rolling Riches reserves the right to request additional information and documents to verify the identity of a Player. The use of a Customer Account may be suspended pending successful verification. To the extent verification cannot be completed, Rolling Riches reserves the right to suspend, close, or limit the Customer Account at its sole and absolute discretion.

**(4)** By agreeing to these Terms and Conditions, Players accept that Rolling Riches' Payment Administration Agents may store their payment information, including credit card number, for use of future payments. Players authorize Rolling Riches' Payment Administration Agents to store their financial credentials in accordance with all applicable payment processing regulations.

**(5)** The payment process for purchasing Gold Coins begins when a Player selects the "Get Coins" button.

**(6) LIMITED REFUNDS. Purchases of unused Gold Coin packages are refundable within the first 48 hours of purchase so long as none of the Gold Coins or Sweepstakes Coins (which may have been included as a complimentary bonus in**

**the package), have been played.** Upon such request, Rolling Riches will initiate an ACH refund upon redemption request. **After 48 hours unused Gold Coin packages are nonrefundable, non-transferable, and non-exchangeable. There will be no refunds on games.** Players agree to notify Rolling Riches regarding any billing issues or discrepancies within 30 days from the date of purchase. If a Player does not bring them to Rolling Riches' attention within 30 days, the Player agrees that they waive their right to dispute such problems or discrepancies going forward. The Player is responsible, and agrees, to reimburse Rolling Riches for any and all reversal fees, charge-backs, claims, costs, fines, penalties and any other liability incurred by the Company (including costs and related expenses) that were caused by or arising out of payments the Player authorized or accepted, or that were authorized or accepted using their Customer Account (even if not authorized by the Player).

**(7)** Your account statement will designate the purchase as coming from "Rolling Riches".

**(8)** After purchasing Gold Coins, you will receive: (i) an on-screen confirmation of the purchase; and (ii) an e-mail to the e-mail address associated with your Customer Account.

#### **Gold Coin and Sweepstake Coin Balances:**

**(9)** Players may participate in any Game offered on the Platform only if they have the adequate applicable amount of Gold Coins or Sweepstakes Coins in their Customer Account necessary to Participate. No credit of any kind whatsoever will be offered by Rolling Riches to any Player for the purchase of Gold Coins.

**(10)** Rolling Riches reserves the right to assign minimum and maximum Gold Coin purchases as specified on the Platform.

**(11)** Upon any purchase of Gold Coins, the funds necessary to fulfill such purchase will be withdrawn from the Player's designated Payment Medium as soon as reasonably practicable and available.

**(12) GOLD COINS HAVE NO REAL MONETARY VALUE.** By purchasing Gold Coins, Players are purchasing a license permitting them to Participate in Standard Play Games. **This is not a deposit of funds which may be withdrawn.**

**(13)** Gold Coins and Sweepstakes Coins used for Participation cannot be canceled, withdrawn, or modified. Gold Coins and Sweepstakes Coins, as applicable, will be withdrawn from their appropriate balance within the Player's Customer Account, immediately upon use.

**(14)** A Customer Account will be suspended if one or more purchases are reversed, returned, or charged back. In such an event, the amount purchased will be owed to Rolling Riches and considered a debt which must be paid back immediately. Any purchases or winnings will be voided, and requests to redeem Sweepstakes Coins will not be allowed until payment is received by Rolling Riches through its Payment Administrator Agent.

**(15) Sweepstakes Rules:**

- a. Unless otherwise required pursuant to Section 6(13)(b) below, any Sweepstake Coins allocated to a Player must be played once before it is eligible to be redeemed as a Prize; and
- b. Rolling Riches may, in its sole discretion, require that any Sweepstakes Coins allocated to the Player be played a greater number of times (not exceeding 20) in any combination of Promotional Play Games, before they are eligible to be redeemed as a Prize.

**(16) Void Games.** Rolling Riches reserves the right, in its sole discretion, to deem Participation in a Game void, partially or fully, in the event it discovers a malfunction, mistake, error, or misprint, on the pay-table, win-table, minimum or maximum stakes, odds or software.

## **7. PROMOTIONS**

**(1)** All promotions are subject to these Terms and Conditions, Sweepstakes Rules, and any additional terms that may be published at the time of such promotion. Promotions may include Games played in Promotional Play, offers, bonuses, contests and special offers.

**(2)** Should there exist any conflict between these Terms and Conditions and any promotion-specific terms and conditions, the specific language of the promotion-specific terms and conditions will dictate and prevail.

**(3)** Rolling Riches reserves the right to change and modify promotions without previous notice to the Player.

**(4)** If Rolling Riches forms a reasonable belief 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, Rolling Riches may, at its sole discretion, withhold, deny, or cancel any advantage, bonus, or Prize as it sees fit.

**(5)** In accordance with Section 12(4) below, Players accept and confirm that they are providing Rolling Riches with an irrevocable, non-exclusive, worldwide, royalty free license to use in whatever way necessary, without any acknowledgement of them as an author or creator of any content they post as part of any promotion competition or contest.

## **8. PRIZE REDEMPTION**

### **Redeeming Prizes:**

**(1)** In accordance with these Terms and Conditions:

When Prizes are verified and redeemed for legal tender, an electronic payment will be made to the bank account as provided by the Player. Should this not technically be possible, then payment will be made to an alternate financial account provided by the Player, so long as that account is legally and beneficially owned by them. Rolling Riches reserves the right, in its sole discretion, to require that a Player use the same payment method for Prize redemption that they used to purchase Gold Coins, or another specific payment method, that it may deem necessary.

### **Limits and Fee Information:**

**(2) Players must have a minimum balance of 100 redeemable Sweepstakes Coins to initiate a Prize redemption request. Rolling Riches reserves the right, in its sole discretion, to adjust this minimum redemption threshold.** Rolling Riches further reserves the right to charge Prize redemption processing fees.

**(3) In the states of New York and Florida, the maximum redemption value for a Prize won on any one spin or play is five thousand dollars. Any Prize with a value in excess value of five thousand dollars will be reduced to a maximum value of five thousand dollars. Players acknowledge that this action is being taken in accordance with applicable state sweepstake laws.**

**(4) Each Player is limited to a daily maximum Prize redemption value of one thousand dollars. Rolling Riches reserves the right, in its sole discretion, to adjust such daily maximum Prize redemption value at any time.**

**(5)** Rolling Riches reserves the right to request and mandate its Players complete a W-9 form, or other such applicable tax reporting forms, for any redemption request totaling six hundred dollars or greater. A Player's failure to complete and submit the form within

72 hours of receipt will result in the inability for Rolling Riches to process and pay out the Player's redemption request.

**Player Responsibility for Prize Redemption:**

**(6)** Rolling Riches has no responsibility or obligation to verify whether a Player's financial institution will accept payments from Rolling Riches into their bank account. Instead, it is the Player's sole responsibility to verify and confirm that their financial institution will accept payments from Rolling Riches into their own bank account.

**(7)** Subject to the provisions within Section 8(9) below, Rolling Riches will not make payments to any bank account or payment medium that does not match the Player's verified name provided during account registration, or any account that is not legally owned by the Player.

**(8)** Prizes redeemed for legal tender will be paid into a joint account only if one of the names on that joint account matches the name provided by the Player during account registration. Rolling Riches reserves the right to ask for additional verification documents from the Player and the other named account holder(s). Rolling Riches will not make payments into a joint account where one of the holders is a minor, is a custodial account, a business account, or is an account held for a trust or benefit of any third party (this includes a minor).

**(9)** Players are solely responsible for ensuring the accuracy of all details they provide regarding their financial institution and bank accounts. Players understand and agree that Rolling Riches will not reverse, or reissue, any payment made to them during Prize Redemption if that Player provided Rolling Riches with inaccurate information used to do so.

**(10)** If a Player's financial institution will not accept payment from Rolling Riches, or if a Player's bank account or payment medium does not meet the Terms and Conditions herein, they will be required to designate an appropriate alternative bank account or payment medium in order to receive payment. Players understand that this may result in delays in processing payment to them. If Players are unable to designate an appropriate alternative bank account in accordance with these Terms and Conditions within sixty (60) days from Rolling Riches' request to do so, the Rolling Riches shall have no further obligation to make payment to Players and may in its sole discretion deem the Prizes null and void.

**Currency:**

**(11)** All purchases of Gold Coins and bank transfer payments will be made in U.S. Dollars with no exceptions.

**(12)** Any and all transaction fees, charges or related costs incurred by the Player as a result of, or in relation to, payments made by Rolling Riches are to be incurred solely by, and be the responsibility of, the Player.

**Frequency and Timing of Prize Redemption:**

**(13)** Prize redemption requests will be processed in the order in which they are received. Rolling Riches will always work to process Players' requests as soon as possible.

**(14)** Rolling Riches reserves the right to process only one Prize redemption request per Customer Account within a 24-hour period.

**(15)** Prize redemption may take up to ten (10) business days to process into a Player's designated bank account.

**(16)** Delays in payments may occur out of Rolling Riches' control due to certain identity verification processes and Payment Mediums that require additional verification needed to complete payment.

**(17)** Redemptions over ten thousand dollars may require a longer time to process due to bank security clearance, additional scrutiny, and mandatory fraud checks. Timing is dependent upon the specific details of each transaction, which may add 7-10 days to the usual payment processing period.

**(18)** Subject to the limiting provision in Sections 8(2) and 8(4) above, Players can request to redeem Prizes of any value. Rolling Riches reserves the right to pay Prizes in smaller increments over an extended time period until the entire Prize has been paid.

**Payment Administration Agent:**

**(19)** By agreeing to these Terms and Conditions, Players acknowledge that Rolling Riches may, in its sole discretion, dedicate one or more Payment Administration Agents to process payments to and from Players on Rolling Riches' behalf.

**(20)** Payment Administration Agents engaged by Rolling Riches will have the same rights and powers under these Terms and Conditions and will have legal authority to exercise such powers as Rolling Riches' agents. Rolling Riches is not liable for any loss or damage that may result in the payment process due to a Payment Administration

Agent's negligence or acts done which are above authority granted to them by Rolling Riches.

**(21) Applicable Expirations and Forfeits.** Sweepstakes Coins are valid and redeemable for sixty (60) days from the date the Player last logged in to their Customer Account. Sweepstakes Coins remaining after this time will be deemed to have expired and will not be valid or redeemable. Sweepstakes Coins may be forfeited if a Customer Account is closed for any reason.

**(22) Updating Payment Details.** Players may only update their payment details for the sole purpose of redeeming a Prize when they are logged into their Customer Account and when going through the Prize redemption process.

**(23) Refusing Prizes.** If a Player redeems a Prize but refuses to accept payment made to their designated bank, the Player must refuse the entire amount. If the Player does so more than twice in any three-month period, Rolling Riches reserves the right to suspend the Player's Customer Account and investigate further for fraudulent activity.

**(24) Mistaken Credits.** If credit is mistakenly rendered to a Player's Customer Account with Prizes that do not belong to them, whether by human or technical error, such amount remains the property of Rolling Riches and will be deducted from the Player's Customer Account. In such a situation, Rolling Riches reserves the right to void any award received by a Player resulting from Gameplay made with Mistaken Credits, and any such award will be deducted from the Player's Customer Account. Should the Player discover such an error, they shall immediately notify Customer Support using the "Contact Support" link on the Platform.

## **9. VERIFICATION**

### **Verification Process:**

**(1)** Players understand that Rolling Riches is authorized and maintains the right to verify and confirm all information provided to Rolling Riches regarding Players' identification, age, location, credit, and other details it deems reasonable or is reasonably required of Rolling Riches under law to prevent financial crime and mitigate fraud.

**(2)** Any Prize redemption request will be considered pending, and remain so, until Rolling Riches completes all necessary verification requirements to its satisfaction. Rolling Riches reserves the right to restrict the use of a Player's Customer Account, including closing or suspending such account, during this process.

**(3)** Rolling Riches will perform additional verification procedures in accordance with its Anti-Money Laundering policies and procedures, including but not limited to, any total or single Prize redemption exceeding six hundred dollars. Such procedures may include requests for copies of the following: a) additional identification documentation such as a passport; b) proof of address (such as a utility bill); and (c) proof of source of funds (such as a bank statement or paystub).

**(4)** Any additional documentation requested by Rolling Riches to complete an identification, credit or other verification check must be submitted to Rolling Riches by the Player within thirty (30) days of such request. A failure to do so may result in Rolling Riches closing, suspending, or otherwise restricting access to a Player's Customer Account.

**(5) External Verification Checks.** Players acknowledge and agree that Rolling Riches may use third party services to conduct external identification and verification checks based on the information provided to it.

## **10. Responsible Gameplay**

**(1)** Rolling Riches fully supports and encourages responsible social gameplay. Rolling Riches has created various features which can be utilized by Players towards promoting a healthy and well-balanced relationship with the Games provided on the Platform.

**(2)** Please refer to the Rolling Riches Responsible Social Gameplay Policy, available on the Platform, for complete details.

**(3)** Rolling Riches is committed to promoting responsible gameplay on its Platform and will utilize reasonable efforts to enforce such policies for the Players. Notwithstanding such efforts, Rolling Riches cannot be held responsible or liable for any continued unhealthy, or irresponsible gameplay, which deliberately avoids the measures within its Responsible Social Gameplay Policy, or for reasons outside of its reasonable control.

**(4) Time-Outs and Self-Exclusion.** At any time, a Player may request a time-out or self-exclusion from any Game. Additionally, a Player may set a limit on the amount of Gold Coins they can purchase, or the number of Sweepstakes Coins they can play. For additional details, please refer to the Rolling Riches Responsible Social Gameplay Policy, available on the Platform.

**(5) Player Protection Policy.** In order to better protect Player privacy in a safe and enjoyable way, Players are encouraged to refer to the Rolling Riches Privacy Policy, available on the Platform.

## 11. FRAUDULENT CONDUCT

(1) It is a violation of these Terms and Conditions, for any Player, under any circumstances, directly or otherwise, to engage in any of the following activity (Fraudulent Conduct):

- a. use methods such as password mining, phishing, or any other means to gain access to any part of the Platform.
- b. cheating or colluding to cheat in any Game or part of the Platform.
- c. make any attempt to modify or reverse assemble/engineer, any part of the Games or Platform.
- d. bypass the presentation, structure, or navigational function of any Game, to obtain information that Rolling Riches has chosen not to make publicly available on its Platform.
- e. intentionally introducing viruses, Trojans, worms, malware, logic bombs, spyware, or any similar damage-causing material.
- f. use the Platform as a method of performing illegal money transfers. (This includes money laundering from proceeds of a crime).
- g. participate, join or encourage others to participate in any scheme or agreement to share: 1) any special offers or packages emailed to a specific set of players and redeemable by URL or 2) identification documents used for the purpose of misleading Rolling Riches to a Player's identity.
- h. attempt to use the Customer Account and/or the Platform through a VPN proxy, or similar service, that masks or manipulates the identification of the real location or provides false or misleading information regarding your citizenship, place of residence, or by participating in games using the Platform through a third-party or on behalf of a third-party.
- i. use of third-party credit cards.
- j. upload false and/or doctored documents to the Platform, including but not limited to, utility bills, personal identification, and bank statements.

**(2) Fraudulent Conduct is strictly prohibited.** Players must not use the Platform for any unlawful, fraudulent activity, including the Fraudulent Conduct identified above,

under the laws of any jurisdiction applicable to you. Rolling Riches monitors all transactions on its Platform in an effort to prevent money laundering.

**(3)** If Rolling Riches suspects a Player may have engaged or be engaging in ANY improper or prohibited activity, including Fraudulent Conduct or money laundering, their access to the Platform will be immediately suspended and their Customer Account will be closed. Under such circumstances, Rolling Riches is under no obligation to refund any Gold Coin purchases the Player has made or to redeem any Sweepstakes Coins or Prizes in their Customer Account. Additionally, Rolling Riches may provide the necessary authorities, online service providers, banks, credit card companies, electronic payment providers or other financial institutions with any such relevant information. Players must cooperate in full with any investigation into such activity.

**(4)** Players must notify Rolling Riches immediately, as detailed in Section 19 below, if they suspect another Player is engaging in any prohibited or unlawful activity or Fraudulent Conduct.

## **12. Intellectual Property**

These Terms and Conditions grant you only the right to use the Services and do not convey any ownership rights or other interest in the Services. All rights, title, and interest, including any copyright, patent, trade secret, or other intellectual property right in the Services will remain the sole property of Rolling Riches or where licensed from a third-party, their sole property.

**(1)** The computer software, graphics, Platform and user interface made available is owned by, or licensed to, Rolling Riches, and is protected by applicable copyright laws. The use of the software is for personal and recreational use only, in accordance with these Terms and Conditions, and all applicable laws, rules, and regulations.

**(2)** Rolling Riches is the authorized licensee of all Content.

**(3)** Players' use of the Platform and/or Games does not provide them with any ownership rights in the intellectual property. The titles, source, and object codes, game client and server software, the "look and feel" of the Games, sounds, musical compositions, audio-visual effects, concepts and methods of operation, layout, text, data, Customer Accounts, themes, objects, characters and character likeness, character names and character profile information, stories, dialogue, catch phrases, locations, artwork, animation files, images, graphics, documentation, gaming history and recording of game play, transcripts of any chats, and moral rights, whether registered or not, and all applications related to the above, will remain vested in Rolling Riches or any third-party supplier of the Games..

(4) Players' use of the Platform grants Rolling Riches an irrevocable, perpetual, non-exclusive, royalty-free license for it to use however it sees fit any information, images, videos, comments, messages, music, or profiles Players publish or upload to any Rolling Riches website or social media page.

(5) Players will not reproduce or modify the Content in any way. This includes removing any watermark, copyright, or trademark notice.

(6) Each trademark and logo displayed within the Games and on the Platform is the property of its respective owner and protected by copyright and trademark laws.

(7) Players acknowledge and agree that they shall have no ownership or other property interest in the Customer Account, and they further acknowledge and agree that all rights in and to the Customer Account are and shall forever be owned by and inure to the benefit of Rolling Riches.

### **13. Websites, Links, and Games Operated by Third Parties**

#### **Websites**

(1) Players agree and understand that Rolling Riches is not responsible for the content, accuracy or functionality of any Third-Party Website.

(2) Players acknowledge and understand that some Third-Party Websites may be fraudulent in nature, offering Gold Coins or Sweepstakes Coins that they do not have authority to provide, to induce Players to reveal private information such as passwords, personal account information, and credit card details. Players agree that Rolling Riches is not responsible for the disclosure of any such information they provide at the direction of such Third-Party Websites.

**(3) ROLLING RICHES DOES NOT AUTHORIZE ANY THIRD PARTY TO OFFER GOLD COINS OR SWEEPSTAKES COINS. ANY SUCH OFFER SHOULD BE DEEMED FRAUDULENT AND BE DISREGARDED BY THE PLAYER.**

(4) Third Party Websites are subject to any Terms and Conditions provided by that party.

#### **Links**

(5) Any links provided on the Platform do not signify that any relationship has been formed between Rolling Riches and that third party. Nor do links indicate that Rolling Riches endorses or sponsors such Third-Party Website, or that the goods and services it provides, unless specifically stated otherwise.

**(6)** With regard to any link provided for on Rolling Riches' Platform to social networking sites such as Facebook ® or X ® (formerly Twitter ®), Players acknowledge and agree as follows: a) any comments or content that Players post to such social networking sites are subject to that site's particular terms and conditions; b) Players will not post any false, misleading, or defamatory comments regarding Rolling Riches or its employees, officers, agents, or other players; and c) Rolling Riches is not responsible or liable for any comment or content that anyone (Players or others) may post on such social media websites.

## **14. Warranties**

**(1) No warranties.** The Platform, Games, and Content are provided on an "as is" basis and to the fullest extent permitted by law, Rolling Riches makes no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of its Platform, Games and Content.

### **Malfunctions:**

**(2)** Rolling Riches is not liable for any glitches, lag time, server disruptions, downtime, or any other technical disturbances to Gameplay that a Player may experience.

**(3)** Rolling Riches is not liable for any damages or losses that are alleged to have arisen out of or in connection with the Platform or any of its Content, including but not limited to, delays, interruptions, loss or corruption of data, or any misuse of the Platform or its Content.

**(4)** If the Platform undergoes a system malfunction, all subsequent Gameplay and resulting award is considered void.

**(5)** If a Game experiences a failure during Gameplay causing a failure to conclude, Rolling Riches will use reasonable efforts to return the amount of Gold Coins or Sweepstakes Coins (whichever is applicable) played by returning it to the Player's Customer Account. Rolling Riches reserves the right to alter Player Gold Coin or Sweepstake Coin balances to correct these mistakes.

**(6)** Rolling Riches reserves the right to remove any Game, or any part of a Game, from the Platform at any time. Rolling Riches will cancel and remove from the Platform any Game that demonstrates incorrect operation affecting Prize redemption, game data, Gold Coin or Sweepstakes Coins balances due to a bug or misconfiguration within the Game.

**(7) Platform Changes.** Rolling Riches reserves the right to add, remove, suspend, or modify Content on the Platform in its sole discretion, with immediate effect, with or without notice to Players. Rolling Riches is not liable for any losses resulting in these changes.

**(8) Suspension of the Services.** Rolling Riches may suspend the Platform in its entirety, or any part of the Platform, for any reason and at its sole discretion. Rolling Riches will restore the Platform as soon as reasonably practicable.

## **15. Viruses**

Rolling Riches takes reasonable measures to ensure that its Platform is free from viruses and malware. That said, Rolling Riches cannot and does not guarantee that its Platform is free from such harm. The protection of Players' systems and ability to reinstall lost programs and data due to a virus is Players' sole responsibility.

## **16. Privacy**

**(1)** Rolling Riches is committed to protecting and respecting Players' privacy and complying with all applicable data protection and privacy laws associated with such.

**(2)** The Rolling Riches Privacy Policy is available to Players on the Platform.

**(3)** Even with Rolling Riches' best efforts, the communication of Player data through the Platform can never be guaranteed to be wholly secured. Players transmit personal information at their own risk, and there is no promise that such information will not be intercepted by third parties. Rolling Riches will not be liable for any breach of the security of your personal information from the actions of third parties beyond its control. This may include, but not be limited to, Players' own actions or omissions, defects in third-party data services or products, impersonation of representatives of Rolling Riches, corruption or intercepted stored data, terrorism, natural occurrences, power failures, hacking, sabotage, and riots. Rolling Riches will not be responsible for the unauthorized circumvention of any security measures or privacy settings contained within the Platform.

## **17. Marketing Communications**

By agreeing to these Terms and Conditions, Players consent that Rolling Riches may send them marketing communications for various offerings, by way of email, post, SMS and telephone. Players may unsubscribe from these notifications at any time by contacting Rolling Riches Customer Support.

## 18. Use of Live Chat Service

(1) A Live Chat service allowing Players to communicate with Rolling Riches Customer Support representatives, or to other Players, may be provided. Players must use these services for their intended purpose. **PLAYERS MAY NOT USE THE ROLLING RICHES LIVE CHAT SERVICES FOR ANY ILLEGAL PURPOSES.** The use of Live Chat Services is strictly provided for social and recreational purposes only. Rolling Riches reserves the right to turn the Live Chat Service on or off at any time, and at its sole discretion.

(2) Players must be mindful of what they post on any Live Chat Service provided. Players' use of the Live Chat service should be for recreational and social purposes only. Rolling Riches reviews and moderates chats and may maintain a record of statements made.

(3) Any forms of spamming, intimidation, harassment, or abuse of other Players or any employee Rolling Riches is strictly prohibited on the Live Chat Service and will not be tolerated.

(4) Use of any harassing or offensive behavior will not be tolerated on the Live Chat Service. This includes any behavior of language that is threatening, derogatory, abusive, defamatory, racist, sexually explicit, pornographic, obscene, or offensive.

(5) Players will not use the Live Chat Service to infringe upon any privacy, property, or any other basic right of others.

(6) Players agree to not submit fraudulent or unlawful material or information on the Live Chat Service.

(7) Players will not use the Live Chat Service to distribute, promote or otherwise publish any material that solicits funds or advertises goods or services of other companies.

(8) Players will not use the Live Chat Service to distribute, promote or otherwise publish any kind of malicious code or other material that would cause harm to the Platform or to other Players' systems in any way.

(9) Anything Players submit to the Live Chat Service will be monitored by Rolling Riches to ensure it complies with these guidelines, which are subject to change at any time and in its sole discretion.

(10) Any breach of these provisions governing the Live Chat Service may result in Players being banned from future use of such service and may result in Rolling Riches

suspending or closing that Player's Customer Account. In such circumstances, Rolling Riches reserves the right to cancel or refuse to redeem the Player's Prize(s).

**(11)** Rolling Riches reserves the right to remove the Live Chat Service from the Platform if it is being abused.

**(12)** Rolling Riches is not liable for any damages arising out of the use of the Live Chat Service.

**(13)** Players agree to indemnify Rolling Riches for any damages arising out of Players' illegal, unlawful or inappropriate conduct arising out of violation of the provisions in Section 18, or any other rule on the Platform relating to the Live Chat Service.

**(14)** Players must report any suspicious behavior witnessed on the Live Chat Service to Customer Support.

## **19. Customer Support and Complaints**

**(1)** At any time, Players may contact Rolling Riches with any complaint regarding the Platform or Game by utilizing the Rolling Riches Customer Support link on the homepage of the Platform.

**(2)** Players must use the email address designated by them during registration of their Customer Account for all communications between the Player and Rolling Riches. Responses may be delayed if communications are done utilizing a different email account.

**(3)** When communicating complaints to Rolling Riches, Players should include the following information: a) Player's username; b) Player's first and last name (matching the name used in registering their Customer Account); c) a detailed explanation of the complaint; and d) any specific times and dates relevant to the complaint.

**(4)** A failure to provide the information identified in Section 19(3) above may result in a delayed response from Rolling Riches and will affect its ability to respond to the complaint in a timely manner. The Rolling Riches Player Support Team will use reasonable efforts to respond to complaints within ten (10) days of submission.

**(5)** All complaints/claims must be submitted for consideration within one (1) month from the date the issue that gave rise to the complaint/claim occurred.

**(6)** Rolling Riches aims to resolve Players' complaints/claims as quickly as possible. If the Player is not satisfied with the outcome, the Player may pursue arbitration as set out in Section 22 of these Terms and Conditions.

## 20. Account Closure or Suspension

(1) Notwithstanding the provisions of Section 5(16) above or otherwise within these Terms and Conditions, Rolling Riches reserves the right in its sole discretion, to suspend and/or close a Customer Account if it suspects a Player has engaged in or is likely to engage in any of the following activities:

- a. Player has more than one Customer Account on the Platform. This includes any inactive Customer Accounts.
- b. Rolling Riches suspects a Player breached, or has assisted in a breach, to any of these Terms and Conditions.
- c. The name on the Player's Payment Medium (or the account they have designated to redeem Prizes) does not match the name on their Customer Account.
- d. Any communication from the Player to Rolling Riches that includes any offensive behavior. This includes, but is not limited to, communication that is harassing, threatening, pornographic or sexually explicit, obscene, defamatory, racist, sexist, abusive or offensive.
- e. Player's Customer Account becomes inactive.
- f. Player files for bankruptcy or otherwise becomes insolvent.
- g. Any information a Player provides that is misleading or incorrect.
- h. The following cannot be verified:
  - i. Player's identity
  - ii. Player's source of funds/wealth
- i. Using a VPN or other device that hides or manipulates a Player's true location, place of residence, or citizenship status, or playing any Game through a third party for the benefit of that third party.
- j. Player is under the age of 18 or any legal age designated by your residential jurisdiction.
- k. Player Participates in any Game on the Platform from:
  - i. A jurisdiction where Participating is not lawful.

ii. Player is ineligible to Participate in Promotional in accordance with the Sweepstakes Rules.

l. Player intentionally or unintentionally allowed someone to use their Customer Account to Participate.

m. Player participates in a group or club with other Players in a coordinated manner involving the same, or materially same, selections.

n. If Rolling Riches receives a “chargeback” claim from Player’s Payment Medium.

o. Player has failed the Rolling Riches due diligence procedures or are found to be engaged in any fraudulent activity, including (but not limited to) cheating, laundering money, or colluding.

p. Player has utilized a system which has given themselves an unfair advantage (such as bots, computers, software or machines).

q. Player does not satisfy the criteria outlined in the Rolling Riches Terms & Conditions.

**(2)** If Rolling Riches suspends or closes a Player’s Customer Account for any of the reasons provided for in Section 20(1) above, the Player will be liable for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by Rolling Riches arising therefrom and they will indemnify and hold Rolling Riches harmless on demand for such claims.

**(3)** For any of the suspected activity described in Section 20(1) above, Rolling Riches reserves its right to withhold all or some of the balance from the Player’s Customer Account, including any Prizes, Gold Coins, or Sweepstakes Coins that may be attributable to any of those prohibited activities. The details of this occurrence may be given to any relevant authority or external third party.

**(4)** Section 20 contains rights that have no prejudice to other rights under Terms and Conditions or otherwise.

## **21. Indemnity and Liability Limitations**

**(1) Indemnity. PLAYERS AGREE TO INDEMNIFY AND HOLD HARMLESS ROLLING RICHES AND ITS AFFILIATES, 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. Using and or accessing the Platform and any Games on it;
- B. Re-using any content obtained from the Platform or any other source;
- C. Completing a payment to a Player Customer Account;
- D. Participating through any delivery mechanism.
- E. Accepting and using any Prize.

**Liability Limitations:**

**(2) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL ROLLING RICHES OR ITS AFFILIATES RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE RESPONSIBLE OR LIABLE TO ANY PLAYER 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 RESULT FROM OR RELATE IN ANY MANNER TO PLAYERS' PARTICIPATION OR ANY OTHER ACT OR OMISSION BY ROLLING RICHES.**

**(3) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ROLLING RICHES, ITS AFFILIATES RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS OR SUPPLIERS, BE LIABLE TO PLAYERS FOR MORE THAN THE AMOUNT THEY HAVE PAID ROLLING RICHES IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH A PLAYER FIRST ASSERTED ANY SUCH CLAIM. PLAYERS ACKNOWLEDGE AND AGREE THAT IF THEY HAVE NOT PAID ROLLING RICHES ANY AMOUNTS IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH THEY FIRST ASSERTED ANY SUCH CLAIM, THEIR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ROLLING RICHES IS TO STOP USING THE PLATFORM AND TO CLOSE THEIR CUSTOMER ACCOUNT.**

**(4) PLAYERS RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS IN SECTIONS 14 AND 15, AND THE INDEMNITIES AND LIMITATIONS OF LIABILITY IN SECTION 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 the Player resides and uses the Platform, some of the limitations contained in Section 21 may not be permissible. In such cases, they will not apply to that Player, but solely to the extent that they are prohibited.

**(5) Negligence and Willful Misconduct. NOTHING IN THESE TERMS AND CONDITIONS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY OF ROLLING RICHES FOR DEATH OR PERSONAL PHYSICAL INJURY THAT IS DIRECTLY AND PROXIMATELY CAUSED BY ROLLING RICHES' NEGLIGENCE OR WILLFUL MISCONDUCT.**

**(6) Survival of Obligations. SECTION 21 SURVIVES THE TERMINATION OF THESE TERMS AND CONDITIONS FOR ANY REASON.**

## **22. ROLLING RICHES IS NOT A FINANCIAL INSTITUTION**

**(1) Interest.** Players agree and acknowledge that Rolling Riches is not a financial institution. No interest will be paid on Prizes.

**(2). No legal or tax advice provided.** Rolling Riches does not, and will not, provide any advice on legal or tax matters. If a Player would like to get advice regarding these matters, Rolling Riches encourages the Player to contact the appropriate advisors.

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

**READ THIS SECTION CAREFULLY AS IT MAY REQUIRE PLAYERS AND ROLLING RICHES TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH A PLAYER AND ROLLING RICHES CAN SEEK RELIEF FROM ONE ANOTHER.** Section 23 contains information about certain disputes and claims and limits that a Player may seek from Rolling Riches. This Section 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.

**(1)** Players agree, and to the extent permitted by applicable law, that any and all past, present and future disputes, claims or causes of action arising out of or relating to these Terms and Conditions, the Platform or any other dispute between a Player and Rolling Riches or its 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 Players' agreement to this Section (collectively "Dispute(s)") will be governed by the procedure outlined below. Players and Rolling Riches further agree that any arbitration pursuant to this Section shall not proceed as a class, group or representative action.

### **Complaint Resolution:**

**(2)** It is Rolling Riches' goal to address any concerns or complaints Players may have without the need for a formal legal dispute.

**(3)** Players agree to work to resolve any complaint in accordance with Section 19 before filing any claim against Rolling Riches. If a Player's concern or complaint does not get resolved to their satisfaction after exhausting the process outlined in Section 19, the Player may begin a dispute resolution as set out in this Section 23.

**(4)** Rolling Riches will take all reasonable efforts in order to contact the Player to work to resolve a claim before taking any formal action.

### **Arbitration:**

**(5) Agreement to Arbitrate.** By accepting these Terms and Conditions, and to the extent permitted by applicable law, both Players and Rolling Riches agree to resolve any Disputes through final and binding arbitration.

**(6) Opt out of Arbitration.** A Player may decline this agreement to arbitrate by contacting [admin@rollingriches.com](mailto:admin@rollingriches.com) within 30 days of accepting these Terms and Conditions. The email must include the Player's first and last name, postal address, and a statement that they decline this arbitration agreement. In doing so, neither the Player nor Rolling Riches will be able to invoke the mutual agreement to arbitrate disputes. In the event the Player exercises their right to opt out of the agreement to arbitrate, the limitations and restrictions applicable to litigation that are set out in this Section continue to apply. Additionally, if the Player opts out of the agreement to arbitrate and at the time of the receipt of these Terms and Conditions was bound by an existing agreement to arbitrate disputes arising out of or related to use of or access to the Platform or Games, that existing arbitration agreement will remain in full force and effect. Put simply, if the Player was bound by an agreement to arbitrate at the time of opting out of this one, that prior agreement to arbitrate will continue to apply. Players will not be precluded from the Platform or prevented from Gameplay by opting out of arbitration.

**(7) Arbitration Procedures and Fees.** Rolling Riches and Players agree as follows:

a) 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 (the “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 Las Vegas, Nevada, or, at mutual agreement, 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 Rolling Riches Players 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 rendered, shall be deemed confidential.

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

**(8)** Rolling Riches and Players agree that the arbitration of any dispute shall proceed on an individual basis and neither Players nor Rolling Riches may bring a claim as part of a Collective Arbitration.

(9) Without limiting the generality of Section 23(8) above, and by way of example, a claim to resolve a dispute against Rolling Riches will be deemed to a Collective Arbitration if: a) two 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. For purposes of this Section, the term “concurrently” means that both arbitrations are pending (filed but not resolved) at the same time.

**(10) Class Action and Collective Arbitration Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PLAYERS NOR ROLLING RICHES 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, 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 SECTION 23(10) IS FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF SECTION 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. Promotional Spins**

(1) Promotional Spins (“Promotion”) are available to Registered Players subject to these Terms and Conditions, Sweepstakes Rules, and to any additional terms that may be published at the time of the Promotion.

(2) The Promotion operates across specially designated brands offered on Rolling Riches, and the Prize pool offered is on a pooled basis. The total Prize pool available will be displayed for each Promotion. Promotional Prizes are awarded to Players in specific fixed coin amounts.

(3) Prizes will be credited to winners’ Player Accounts within the ordinary course of business.

(4) Any Player abusing, or suspected of abusing, the Promotion, deriving any advantage or gain for themselves or other Players, or otherwise engaging in Fraudulent Conduct,

will have their Player Account closed, and Prizes won during the Promotion will be forfeited.

**(5)** Rolling Riches, in its sole discretion, reserves the right to change or amend any Promotion at any time and without prior notice to Players.

**(6)** No purchase is necessary to participate in the Promotion and all Terms and Conditions herein apply. 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)** Unless otherwise restricted in these Terms and Conditions, or by applicable law, you grant Rolling Riches an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way it sees fit, and without further acknowledgement of the Player as the author, any content a Player posts or publishes as part of the Promotion.

### **Weekly Tournaments**

**(8)** To participate in any Weekly Tournament or Daily Prize Drop in the Promotion, Players must play in a Participating Game and make one Qualifying Weekly Spin or One Qualifying Daily Spin (as defined below) as applicable.

**(9)** Qualifying Weekly Spins means at least one spin of the minimum Gold Coin or Sweepstakes Coin spin size on the participating game(s) during the applicable Qualifying Week. Each Qualifying Week within the Promotion includes one (1) Weekly Tournament. One (1) Qualifying Weekly Spin may allow a Player to rank on the leaderboard.

**(10)** In order for Players to be eligible to participate in Weekly Tournaments, the Player must play at least one Qualifying Weekly Spin. The leaderboard is ranked in accordance with the score. The score is based on the highest single spin win amount on any participating Game adjusted to the size of the spin. Players may view the leaderboard at any time when playing a participating game. The leaderboard will be updated in real time.

**(11)** If more than one (1) Player finishes a Weekly Tournament in the same leaderboard position, the Player who first achieved the score will receive the higher Prize.

**(12)** In order for a Player to participate in the Weekly Tournament, they must play at least one Qualifying Weekly Spin on any of the participating Games and must get a least one (1) in-game win to qualify.

**(13)** The higher the value of the amount the Player wins in one single spin in relation to the Player's spin size, the higher that Player's score would be. Prizes will be distributed to Players based on the final score as shown on the in-game leaderboard by the end of each Weekly Tournament.

### **Daily Prize Drops**

**(14)** Qualifying Daily Spin means at least one (1) spin of the minimum Gold Coin or Sweepstakes Coin spin size on the participating Game(s) on the specific calendar day of the Daily Prize Drop will occur on. The Daily Prize Drop will end on 11:59 EST or when there are no Prizes remaining, whichever occurs first.

**(15)** Each Daily Prize Drop has a total expected Prize pool that is available to be awarded. The intention is to award each Daily Prize Drop, there may be a disproportion of the Prize pool at the end of any specific Daily Prize Drop, as they are awarded automatically and randomly that is not under the control of Rolling Riches. Rolling Riches makes no guarantee that all Prize Drop Prizes will be awarded each day.

**(16)** A Player is required to play at least one Qualifying Daily Spin in order to be eligible to participate in Daily Prize Drops. Any Qualifying Daily Spin played on a participating Game may trigger one (1) random Prize from the Prize pool during the Promotion.

**(17)** Prizes are awarded to Players as a fixed amount as provided for in each participating Game.

**(18)** One (1) Qualifying Daily Spin (as defined above) may trigger one (1) Prize from the Prize pool during each Daily Prize Drop. Rules and Prize tables will be specific to each participating Game. Prize Table updates will show in real time revealing the current standings. A Player is permitted to win multiple Daily Prize Drops.

## **25. Other**

**(1) Entire Agreement.** These Terms and Conditions constitute the entire agreement between Rolling Riches and Players with respect to Players' Participation and save in the case of fraud, supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Players and Rolling Riches with respect to Players' Participation.

### **Amendments:**

**(2)** Rolling Riches reserves the right to amend these Terms and Conditions at any time and without prior notice, and except in the case of fraud, supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written,

between Rolling Riches and Players regarding Players' Participation. Changes made regarding these Terms and Conditions will be effective immediately and be binding.

**(3)** We will notify Players by email, pop up at the time of login, and/or other writing, with regards to any changes made to these Terms and Conditions which could limit Players' current rights. It is the Player's responsibility to have received and read such email, whether deleted or received in a spam folder. If Players do not agree to the amended Terms and Conditions Players will not be to Participate in the Games on the Platform.

**(4) Taxes.** Players are solely responsible for any taxes which may apply to any Prize redeemed from their Participation on the Platform. Rolling Riches may send Players a W-9, 1099-MISC, or other such form for their winnings.

**(5) Force Majeure.** Rolling Riches shall not be liable for any failure to perform, or delay in performance of, any of its obligations under these Terms and Conditions caused by events outside of its reasonable control.

**(6) No Agency.** Nothing in these Terms and Conditions shall be construed as creating any agency, partnership, trust agreement, fiduciary relationship or any other form of joint enterprise between Players and Rolling Riches.

**(7) Severability.** 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:**

**(8)** Rolling Riches considers these Terms and Conditions to be clear and fair. If Players need any explanation regarding any provision within them, or any other part of our Platform, they should contact Rolling Riches Customer Support.

**(9)** These Terms and Conditions prevail above any email or chat or other means of communication.

**(10)** Players acknowledge and agree that any correspondence between them and Rolling Riches may be recorded.

**(11) Assignment.** These Terms and Conditions are personal to Players and are not transferable or sub-licensable by Players except with Rolling Riches' prior written

consent. Rolling Riches reserves the right to assign, transfer, or delegate any of its rights and obligations hereunder to any third party without notice to Players.

**(12) Business Transfers.** In the event of a change of control, merger, acquisition, or sale of assets of Rolling Riches, Players' Customer Accounts and associated data may be part of the assets transferred to the purchaser or acquiring party. In such an event, we will provide Players with notice via email or via our Platform.

**(13) Language.** 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 Players and Rolling Riches, 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.

#### **Jurisdiction and Applicable Law:**

**(14)** These Terms and Conditions, Players' use of the Platform and their entire relationship with Rolling Riches', will be governed, and interpreted in accordance with, the laws of the State of Nevada in the United States, without regard for its choice of conflict of law principles.

**(15)** Subject to Section 7(2) above, 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, Sweepstakes Rules or Customer Acceptance Policy, these Terms and Conditions shall control solely to the extent necessary to resolve the conflict or inconsistency.