

Sweep Resort

Terms and Conditions

Effective as of December 6, 2024

1. General.

- a. **Binding Legal Agreement.** These Terms and Conditions (“Terms”) constitute a binding legal agreement between you (“you” and “yours”), and Nassar Service LLC, a North Carolina limited liability company and its affiliates, which shall mean subsidiaries, parent companies, joint ventures and other corporate entities under common ownership, (“us” or “our” or “we”). These Terms apply to the use of any and all of our Games or Platforms (as defined below), related websites, materials, applications, and services that we provide, all of which are referred to in these Terms as the “Services.” The Services are operated by us and offered to you for your personal, non-commercial use and entertainment only. **The Games and the Services do not involve real-money gambling. Any in-game purchase of Gold Coins is entirely optional and provides you with a license (subject to these Terms) to play the Games. No deposit of funds or purchase is required to play our Games. Distributions of Sweeps Coins are FREE and without consideration. You may not purchase Sweeps Coins.** Your use of the Services (including but not limited to accessing and using the Games) is subject to the following Terms, including Section 8 “Arbitration; Waiver of Class Action,” as well as our Privacy Policy, Sweeps Policy, and Responsible Play Policy, (all of which are incorporated in these Terms), and all applicable laws.

- b. **Agreement.** PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE CREATING AN ACCOUNT WITH US OR USING ANY OF OUR SERVICES. **YOU ARE NOT PERMITTED TO USE ANY SERVICES, PLAY THE GAMES, OR CREATE AN ACCOUNT IF YOU DO NOT ACCEPT THESE TERMS (INCLUDING THE INTEGRATED POLICIES SET FORTH BELOW).** BY CREATING AN ACCOUNT, USING ANY OF THE SERVICES, OR BY CLICKING “I ACCEPT”, YOU AFFIRMATIVELY INDICATE THAT YOU HAVE:
 - i. READ AND ACCEPT THESE TERMS;
 - ii. AGREE TO BE BOUND BY THESE TERMS;

- iii. AGREE TO OUR PRIVACY POLICY, SWEEPS POLICY, AND RESPONSIBLE PLAY POLICY, WHICH ARE EXPRESSLY INTEGRATED INTO AND ARE A PART OF THESE TERMS; AND
 - iv. ARE AUTHORIZED TO AND ABLE TO ACCEPT THESE TERMS.
- c. **Arbitration, Class Action Waiver, and Dispute Resolution.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE (“CLAIM”) ARISING OUT OF OR RELATING TO THESE TERMS AND/OR OUR GAMES OR ANY OTHER SERVICES MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN SECTION 8 BELOW. PLEASE READ SECTION 8 CAREFULLY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.
- d. **Changes to these Terms.** We reserve the right to change, revise, or otherwise modify these Terms at any time, with or without notice. We will strive to post any such changes on our website, but it is solely your responsibility to review and read the Terms, as they may change from time to time. Continued use of the Services and use of the Games means you accept and agree to be bound by the revised Terms. We strongly suggest that you periodically review these Terms for any changes.
- e. **Violation of these Terms.** If you violate any of these Terms or if we believe that you have violated these Terms, we may terminate your Account with or without notice, limit or restrict your access to the Services. Taking any action against you listed in this paragraph does not limit our ability to take any other action permitted by law or to pursue any other legal or equitable remedies that may be available, including without limitation damages and injunctive relief.
- f. **Eligibility.** To be eligible for an Account, to use our Services, and use our Games, you must:
- i. be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account creation;

- ii. have the power and ability to enter into a contract with us;
 - iii. be physically located within a jurisdiction that does not prohibit the Services or the Games and does not prohibit you from accessing the Services and playing the Games;
 - iv. at all times abide by these Terms.
- g. **Your Additional Representations to Us.** By agreeing to these Terms, you affirm and certify that the following are true:
- i. You are accessing our Services and participating in our Games strictly in your personal capacity and for recreational and entertainment purposes only;
 - ii. You are accessing our Services and participating in our Games on your own behalf and not on the behalf of any other person;
 - iii. All information that you provide to us is true, complete and correct, and you will immediately notify us of any change to such information in writing;
 - iv. You will not purchase Gold Coins from a business or corporate account, but only from a personal account in your own personal name;
 - v. You are not, will not, and have no intention to be involved in any fraudulent or unlawful activity in relation to your or another person's participation in any of the Games and you will not use any electronic-assisted methods or techniques (including but not limited to bots) or hardware devices for your participation in any of the Games;
 - vi. You are only making Gold Coins purchases from an authorized payment method that belongs to you;
 - vii. You will not sell, trade, or exchange for value (or attempt to do so) your Account, Gold Coins, Sweeps Coins, or any other merchandise, Prize, or other thing of value that may be provided to you by us.

- h. **Integrated Policies.** These Terms integrate our Privacy Policy, Sweeps Policy, and Responsible Social Gaming Policy (“Integrated Policies”), as if they were fully set forth herein.

2. User Account.

- a. **Registration.** To register for a user account, you must provide a valid email address that you personally control. You will use your email to access the Games. Please ensure that you secure and retain control of the device on which you access the Games, as you are responsible for all activity associated with your Account. We reserve the right, in our sole discretion, with or without notice, to reject, change, suspend, modify, or terminate your Account and/or block the email address associated with your Account.
- b. **Use of the Account.** You are the holder of the Account and are the sole person responsible for complying with these Terms. You are also the sole person entitled to the benefits associated with using the Account. You are prohibited from allowing any other person to (i) access your Account or (ii) use the Services through your Account. Your Account is not transferrable to any other person and may not be merged with any other account.
- c. **Updates to Payment Details.** Updating or adding additional payment details for the sole purpose of redeeming Prize may only be done by you when logged into your Account and when you are in the process of redeeming a prize from your Account (“Prize”). We cannot update or add additional payment details on your behalf.
- d. **Compromised Account.** If you become aware of, or suspect the security of your Account has been compromised, including but not limited to, any security breach, theft or unauthorized disclosure of your password, and anyone who accessed your Account details, you must notify us immediately.
- e. **Personal Location Data.** As part of providing the Services, we may collect information location from the device you are using to access the Services. You may disable location access at any time on your device; however, certain Services may require us to verify location of the user, and accordingly your access may be limited or denied if we are unable to verify your location.
- f. **Use of Information Collected.** We may use the information you provide us (including but not limited to your email address) to send you periodic promotional

materials, special announcements, and other related communications. You have the opportunity to opt out of these communications at any time.

g. Verification Checks.

- i. You agree that we are entitled to conduct any identification, credit and other verification checks that we may reasonably require or that are required of us under applicable laws and regulations or by relevant regulatory authorities or to otherwise prevent financial crime.
- ii. Until all required verification checks are completed to our sole and absolute satisfaction any request you have made for redemption of Prizes will remain pending; and we are entitled to restrict your Account in any manner that we may reasonably deem appropriate, including by suspending or closing your Account.
- iii. We will carry out additional verification procedures in accordance with our internal anti-financial crime policies, including without limitation for any cumulative or single redemption of Prizes exceeding a value of \$600.00.
- iv. Verification procedures may, for example, include requests for, and our examination of, copies of your (1) identification documentation (including photo identification) such as a passport; (2) proof of your address such as a utility bill; and (3) source of wealth or source of funds documentation such as a bank statement.
- v. Where any identification, credit or other verification check we require cannot be completed to our satisfaction because you have not provided any document we request from you in the form that we require within 30 days' of the date the document was first requested, then we are under no obligation to continue with the verification check and we may, in our sole discretion, close or otherwise restrict your Account in any manner that we may reasonably deem appropriate.
- vi. We may use third party service providers to run external identification and other verification checks on all players on the basis of the information provided by you from time to time.

3. Services, Games, and Related Software Updates and Availability.

- a. **Services.** We may at any time, with or without prior notice to you, (i) modify, suspend, or terminate your access to the Services (including the Games) without any liability to you and for any reason (or no reason) whatsoever; (ii) interrupt access to the Services at any time and without liability for the purposes of maintenance, repairs, and patching.
- b. **Software.** To access the Games and use our Services, you may be required to download certain software and associated program interfaces, license keys, and patches (“Software”) on your device. By downloading the Software, you agree and understand that periodic updates may be necessary and if you do not allow access for the purposes of updates, the Software may no longer be usable and you may no longer be able to access the Games.
- c. **Changes.** We reserve the right to suspend, modify, remove or add Games or other content to the Services at our sole discretion with immediate effect and without notice to you. We will not be liable to you for any loss suffered as a result of any changes made or for any modification or suspension of or discontinuance of the Services (including any Games) and you understand and agree that you have no claims against us in such regard.

4. The Games and Features.

- a. **Description and Nature of the Games.** Our games (the “Games”) are for individual entertainment purposes only and do not allow a player to win any money, Prize, or other thing of value. No purchase is necessary to play any of our Games. By registering for an Account, you receive a periodic allotment of virtual tokens called Gold Coins, which you may use to play the Games. Each of the Games have their own rules and it is your responsibility to read and understand such rules before playing. The Games reward successful play with Gold Coins only, which can only be used to play the Games. Gold Coins may not be exchanged for anything of value and may not be traded, redeemed, or exchanged for Sweeps Coins.
- b. **Pay-to-Skip; Purchases.** We offer the opportunity for you to purchase additional Gold Coins for immediate continued play and instant entertainment. By purchasing Gold Coins you are paying to skip the periodic Gold Coins refill period. **Purchasing Gold Coins is strictly voluntary and not required to access any of the Games.**

- c. **Sweeps Coins Awards and Distributions.** We may periodically and without charge distribute to you or gift you with Sweeps Coins. **You may not purchase Sweeps Coins in any manner.** Sweeps Coins are equivalent to sweepstakes entries and are governed by our Sweeps Rules. You may receive Sweeps Coins free of charge when you sign up for an Account, as a free bonus when you purchase Gold Coins, or via each of our free alternative methods of entry pursuant to the Sweeps Rules. You may win more Sweeps Coins when you play our separate and special Sweepstakes Games (“Sweepstakes”). **IMPORTANT: Any attempt by you to buy, sell, trade for, or otherwise obtain or distribute Sweeps Coins other than through our free methods is an express violation of these Terms and may be a violation of applicable law.**

- d. **No Refunds.** All Gold Coins purchases are final and non-refundable for any reason whatsoever, unless otherwise required by law. By purchasing Gold Coins you are prepaying for the immediate entertainment value that they provide (see Pay-to-Skip section above) and understand and agree that they cannot be redeemed for any money or anything else of tangible value.

- e. **Void Games and Final Decision.** We reserve the full and absolute right to void any Games participation or result, if we determine, in our sole discretion that there was a malfunction, mistake, error, otherwise improper operation of the Games.

- f. **Prize Redemption.** Any Prize redemption feature is strictly limited to the Sweeps Coins and is subject to the specific provisions of the Sweeps Policy. We reserve the right to set Sweeps Coins Prize minimums and charge processing fees.
 - i. Residents of New York and Florida may not receive any Prizes with the aggregate value equal to or in excess of \$5,000.00. Any potential Prizes in excess of that amount will automatically be reduced to \$4,999.99.

 - ii. Regardless of jurisdiction, you are limited to a maximum daily Prize that does not exceed \$10,000.00 and you are limited to one Prize redemption request per 24 hour period.

 - iii. When you choose to redeem a Prize, you agree to comply with our verification requirements, including providing accurate identifying information, an email address, or bank account information, as may be requested. Failure to comply with all applicable requirements will result in your forfeiture of the Prize.

- iv. If you choose to redeem a Prize for cash, the cash payment will be made to the payment method from which you purchased Gold Coins, or if this is not technically possible, then to an alternative financial account you nominate, provided that account is legally and beneficially owned by you. We reserve the right to require the use of the same payment method for redemption of Prizes as was used to purchase Gold Coins, or a specific payment method designated by us at our own discretion.
 - v. Prior to making any payment or redeeming any Prize, we will carry out additional verification procedures in accordance with our internal anti-financial crime policies, including without limitation for any cumulative or single redemption of Prizes exceeding a value of \$2,000.00. We retain the sole discretion to determine whether the verification and any documents you have provided comply with our policies, and reserve the right to delay payment until such verification and due diligence is completed to our satisfaction.
- g. **Tax Responsibility.** You are solely responsible for payment of any taxes associated with the Prizes or activities related to our Services. We may request information from you necessary to report your Prizes to the relevant government authorities, and you agree to provide the same to us promptly.
- h. **Coin Purchase and Balance Requirements.** You may participate in any Game only if you have sufficient Gold Coins or Sweeps Coins for the appropriate game in your Account. Under no circumstances will we extend credit to you for the purchase of anything related to our Services, including Gold Coins.
- i. We may assign a minimum or maximum Gold Coin purchase amount as specified and offered as part of our Services.
 - ii. Once you make a Gold Coin purchase, the purchase price will be drawn using your specified payment method as soon as practicable.
 - iii. Purchasing Gold Coins is the purchase of a license that allows you to participate in standard play Games and is not the deposit of funds which can be withdrawn. Funds used to purchase Gold Coins will not be refunded under any circumstances, unless otherwise required by law.
 - iv. Gold Coins do not have any real money value.

- v. Gold Coins or Sweeps Coins that have been submitted for play and accepted cannot be changed, withdrawn or cancelled and the Gold Coins or Sweeps Coins will be deducted from your applicable balance instantly.
 - vi. Any attempt to chargeback, dispute, or reverse any transaction with us will result in your Account being suspended. If this occurs, the amount of such purchases will constitute a debt owed by you to us and you must immediately remit payment for such purchases through an alternative payment method. Until payment is received by us or our payment administration agent or agents, any purchases and Prizes will be deemed void and all Prize redemption activities or attempts shall be void.
 - vii. As set forth in the Sweeps Policy, unless we require otherwise, any Sweeps Coins allocated to you is required to be played once before it is eligible to be redeemed for a Prize; and we may, in our sole discretion, require that any Sweeps Coins allocated to you be played through additional times in any combination of potential promotional games before being eligible for Prize redemption.
- i. **Promotions.** All promotions, including any Games played in promotional or bonus play, contests, special offers and other bonuses are subject to these Terms and to any additional terms that may be published at the time of the promotion.
- i. In the event and to the extent of any conflict between these Terms and any promotion-specific terms and conditions, the promotion-specific terms and conditions will control.
 - ii. We reserve the right to withdraw or modify such promotions without prior notice to you.
 - iii. If we suspect or determine that you are abusing any promotion, to derive any advantage or gain whether for yourself or another person we may, at our sole discretion, withhold, deny or cancel any promotion, bonus, Prize as we see fit and take any other actions, including suspending or closing your Account.
 - iv. Without limitation, you hereby grant us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way we see fit, and without further acknowledgement of you as the author, any

content you post or publish as part of a promotion, contest or competition associated with our Services.

j. Your Responsibility for Prize Redemptions and Details.

- i. When you choose to redeem Prize for gift cards, it is your sole responsibility to ensure that the email address and all relevant Account details you provide are accurate. If the details you have provided are not accurate, and we have processed the redemption using the details you have provided, the redemption of that Prize is deemed complete and we are not required to reissue any Prize or gift cards.
- ii. If no valid email address is provided to us within 60 days of a request from us, we are not obligated to issue any Prizes or gift cards to you and may in our discretion deem the Prizes to be void and abandoned.
- iii. If you choose to redeem a Prize for a cash payment, it is your sole responsibility to ensure that your financial institution will accept payment from us into your designated bank account. We have no obligation to check whether your financial institution will accept payments from us to your designated bank account.
- iv. We will not make payments into an account or online wallet that does not match your verified name or the name you provided when registering your Account, or that is not legally and beneficially owned by you; or is otherwise different than the name on documents you provide to us as part of any verification process or procedure.
- v. If you choose to redeem a Prize for cash:
 1. The Prize amount will be paid into a joint account or joint wallet provided that one of the names on the joint account or joint wallet matches the name you provided when registering your Account or your verified name and all verification checks we require in relation to you and the other account holder are completed to our satisfaction. For the avoidance of doubt, if either joint account holder does not satisfy our verification requirements, as determined solely at our discretion, we will not make payments into the designated joint account;
 2. The Prize amount will not be paid into:

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

- vi. Where you are required to provide the details of your financial institution, bank account or online wallet, you agree that you are solely responsible for the accuracy of those details. You further agree that, where you have chosen to redeem a Prize for cash and the details you have provided are not accurate, and we have processed the redemption using the details you have provided, the redemption of that Prize is deemed complete and we are not required to reissue any Prize or gift cards; refund your Account; or otherwise give you credit for any Prize amount.

- vii. You acknowledge and agree that if your financial institution will not accept payments from us or where your bank account or online wallet does not meet the requirements in these Terms:
 - 1. you will designate an alternative bank account for the payment;
 - 2. there may be delays in the processing of the payment to you; and
 - 3. if you are unable to designate an alternative bank account which meets the requirements of these Terms within 60 days of a request from us to do so, we may deem the Prize redemption to be void and abandoned, without any obligation to refund, credit, or otherwise redeem your Prizes.

- k. **Currency.** All Gold Coin purchases and direct bank transfer payments are executed in USD (United States Dollars). It is your responsibility to ensure that your designated bank account can accept transactions in USD. All foreign exchange transaction fees, charges or related costs that you may incur as a result of, or in relation to, payments made by us to you are your sole responsibility, including but not limited to any losses or additional costs arising from foreign exchange transaction rates or exchange rate fluctuations.
- l. **Refused Prizes.** If you choose to redeem a Prize for cash, but refuse to accept payments made to your designated bank account by us, you must refuse the amount in its entirety. Where you refuse to accept payment to your designated bank account more than twice in any 3 month period, we reserve the right to

suspend your Account for the purposes of investigation to ensure that our Services are not being used for any fraudulent or otherwise illegal activity.

- m. **Mistake.** If we mistakenly credit your Account with Prizes that do not belong to you or you did not otherwise win, whether due to a technical error, human error or otherwise, the amount credited will remain our property and will be deducted from your Account. If you have been transferred cash or gift cards that do not belong to you before we become aware of the error, the mistakenly paid amount will (without limitation to other remedies and actions that may be available to us at law) constitute a debt owed by you to us. In the event you discover an incorrect payment, credit, or other mistake to your Account, you must notify us immediately in writing by contacting Customer Support.
- n. **Inactive Accounts.** An account shall be deemed inactive if you have not logged on within the preceding 60 days. All Sweeps Coins in an inactive account shall be forfeited. We reserve the right and discretion to disable access to any inactive account, to close such account, and to limit the right of the associated user to open any new or additional accounts.
- o. **Other Restrictions on Use.** You may not use, copy, reproduce, or redistribute the Services, Software, or Games or related or derivative products or services without our express written permission. You may not engage in, or assist others to engage in, conduct that would damage or impair our property including, without limitation: (i) copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us; (ii) providing unauthorized means through which others may use Services such as through server emulators or IP spoofing programs; (iii) taking actions that impose an unreasonable or disproportionately large load on network infrastructure, or that could damage, disable, overburden or impair our Services or Games; (iv) interfering with any other party's use and enjoyment of Services and/or Games; and/or (iv) attempting to gain unauthorized access to third party accounts, the Services, or the Games.
- p. **Other Improper Conduct.** In addition to the above, conduct that would be deemed improper also includes, but is not limited to:
 - i. Any violation of these rules or these Terms;

- ii. Using automated means (including but not limited to scripts and third-party tools) to interact with our Services or Games in any way;
- iii. Using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information from our Services or Games or other players;
- iv. Obtaining other players' information and spamming other players;
- v. Interfering in any way with other players' use of the Games;
- vi. Engaging in any illegal or unlawful conduct;
- vii. Abusing or misusing our Services, Software, or Games in any way.
- viii. Other fraudulent conduct ("Fraudulent Conduct"), which includes:
 - 1. hacking into any part of the Games or Services through password mining, phishing, or any other means;
 - 2. attempting to modify, reverse engineer, or reverse-assemble any part of the Games or Services;
 - 3. knowingly introducing viruses, Trojans, worms, logic bombs, spyware, malware, or other similar material;
 - 4. circumventing the structure, presentation or navigational function of any Game so as to obtain information that we have chosen not to make publicly available as part of the Services;
 - 5. engaging in any form of cheating or collusion;
 - 6. using the Services to facilitate any type of illegal money transfer (including money laundering proceeds of crime); or
 - 7. participating in or taking advantage of (or encouraging others to do so) schemes, organizations, agreements, or groups designed to share: (1) special offers or packages emailed to a specific set of users and redeemable by URL; or(2) identification documents (including, but not limited to, photographs, bills and lease

documents) for the purpose of misleading us as to a user's or player's identity.

- q. **Other Restrictions.** You must not use the Services for any unlawful or fraudulent activity or prohibited transactions (including Fraudulent Conduct) under the laws of any jurisdiction that apply to you. We monitor all transactions in order to prevent money laundering and other illegal activity. If we suspect that you may be engaging in, or have engaged in fraudulent, unlawful or improper activity, including money laundering activities or any conduct which violates these Terms or any applicable laws, your access to the Services will be suspended immediately and your Account may be suspended or closed. If your Account is suspended or closed under such circumstances, we are under no obligations to reverse any Gold Coins purchases that you may have made or credit your account with any Sweeps Coins or other Prizes. In addition, we may pass any relevant information on to the proper law enforcement and government authorities, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions. You agree that you will cooperate fully with us in any investigation. If you suspect any unlawful or fraudulent activity or prohibited transaction by another user, player, or person, please notify us immediately in writing by contacting Customer Service.

- r. **No Limitation on Remedies.** Players further acknowledge that the closure of your Account or its suspension shall in no way prevent us from pursuing criminal or civil proceedings in connection with your misconduct conduct.

- s. **Waiver and Indemnification on Playing the Games.** By registering for an Account, playing our Games, and using our Services, you agree to indemnify, release and to hold us harmless, as well as our affiliates, agents, officers, directors, employees, shareholders, attorneys, and any of their representatives (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with the use of our Games and Services, as well as any claims based on publicity rights, defamation, or invasion of privacy. We are not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software, including without limitation any injury or damage to any entrant's or any other person's computer or video equipment relating to or resulting from use

of our Games; inability to access the our Games, or any related Services; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

- t. **Hacking.** ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OUR SERVICES OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAMES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- u. **Viruses.** Although we take all reasonable measures to ensure that the Services are free from viruses (and similar malicious software) we cannot and do not guarantee that the Services are free of such problems. It is your responsibility to protect your systems and have in place the ability to reinstall any data or programs lost due to a virus or other malicious software or activity.

5. Legal and Regulatory Compliance.

- a. **Compliance With Laws.** It is your sole responsibility to determine whether there are any laws that prohibit or restrict your ability to access the Services, use the Games (“**Applicable Laws**”). Without limiting the foregoing, the Sweepstakes Games are not available to residents of the States of Idaho, Nevada, Florida, and Washington. Please see our Sweeps Policy for additional information.
- b. **Your Warranties.** Without limiting any of your other responsibilities and representations made as part of accepting these Terms, in consideration of accessing and/or using the Services (including the Games), you represent and warrant that: (i) You have the right, capacity, and authority to agree to and to be bound by these Terms, to register for an Account, and to use the Games; (ii) You will comply with these Terms; (iii) All of the information that you provide to us is accurate and complete to the best of your knowledge, and you will promptly notify us in writing of any inaccuracies or incompleteness; and (iv) you are located in a jurisdiction (whether state, territory, or country) where it is not unlawful for you to access the Games or the Services, and you may otherwise use

the Services and use the Games without violating any applicable federal, state, local, or other law or administrative regulation.

- c. **No Illegal Use.** You agree that you will not engage in, attempt to engage in, or assist others engaging in any illegal or unlawful conduct related to or utilizing the Services or the Games, including but not limited to any conduct in violation of applicable civil or criminal laws.
- d. **No Warranty of Access.** Your ability to access the Games or the Sweepstakes Games is not a representation from us that the Games or the Sweepstakes Games are lawful in your jurisdiction of residence and that the Games/Sweepstakes Games comply with all applicable laws.
- e. **Indemnification.** You agree that you will, at your own cost and expense, indemnify and hold us and our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, judgments, settlements, actions, debts or rights of action, losses of whatever kind, and all costs and fees, including reasonable legal and attorney fees, arising out of or relating to (A) your breach of these Terms; (B) any or misuse of your Account, the Software, the Services, and the Games by any person including yourself; (C) your violation of any applicable laws; and/or (D) your negligence or misconduct that results in actual or potential liability to us.

6. Licensing and Ownership.

- a. **User License.** Subject to these Terms, we grant you a personal, nonexclusive, limited, revokable, non-transferable, non-assignable, non-sublicensable, limited license to install and run the Software and use the Games on a device owned or controlled by you, solely for the purpose of accessing and using the Services and playing the Games in accordance with these Terms, and solely for so long as your Account is open. You acknowledge that you are receiving licensed rights only. You may not directly or indirectly, or authorize any person or entity to: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Software, the Games, or its structural framework; (ii) create derivative works of the Software or the Games; (iii) use the Software or the Games in whole or in part for any purpose except as expressly provided in these Terms; or (iv) disable or circumvent any access control or related device, process or procedure established with respect to the Software or the Games. You acknowledge that you have access to sufficient information such that you do not need to reverse engineer the

Software or Games in any way to permit other products or information to interoperate with the Software. You are responsible for all use of the Software or the Games that is under your possession or control.

b. Ownership.

- i. All Services, Software, Games, and related materials, all logos, symbols, expansion names and symbols, play symbols, trade dress or “look and feel,” all digital assets and those portions of the Software and Services which are our property as well as all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are our sole and exclusive property. We reserve all rights not expressly granted herein. Except as expressly set forth herein, no right or license is granted hereunder, express or implied or by way of estoppel, to any intellectual property rights and your use of our Services, Software, or playing the Games does not convey or imply the right to do so in combination with any other information or products. The computer software, the computer graphics, the Services and the user interface that we make available to you is owned by, or licensed to, us or our associates/affiliates and protected by copyright laws. You may only use the software for your own personal, recreational, entertainment uses in accordance with all rules, terms and conditions we have established (including these Terms and the Integrated Policies) and in accordance with all applicable laws, rules and regulations. You acknowledge that we are the proprietor or authorized licensee of all intellectual property in relation to any content that you post or create in relation to our Services. Your use of the Games and Services does not provide you with any intellectual property rights in the content, Games or Services.
- ii. You grant us, and represent and warrant that you have the right to grant us, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way we see fit, any information, images, videos, comments, messages, music or profiles you publish or upload to any website or social media page controlled and operated by us. You must not reproduce or modify the user content (or any of our materials, documents, screenshots, Game screen captures, or other data associated with the Services) in any way, including by removing any copyright or trademark notice. All trademarks and logos displayed in the Games and Services are

the property of their respective owners and are protected by applicable trademark and copyright laws.

- c. **Third Party Websites, Links, or Games.** You acknowledge and agree that:
- i. We are not responsible for third party websites related to our Games or Services; and
 - ii. We make no guarantee or representation as to the content, functionality, or accuracy of any third party website and that third party websites are subject to their own terms and conditions set forth on such website;
 - iii. Some third party websites may be fraudulent in nature, offering Gold Coins or Sweeps Coins without authorization, in an effort to induce you to reveal personal information (including passwords, account information and credit card details). You agree that we are not responsible for any actions you take at the request or direction of these, or any other third party websites;
 - iv. Links to third party websites do not indicate a relationship between us and the third party; or indicate any endorsement or sponsorship by us of the third party website, or the goods or services it provides, unless specifically indicated by us;
 - v. Where a website controlled and operated by us contains links to various social networking sites, you acknowledge and agree that: any comments or content that you post on such social networking sites are subject to the terms and conditions of that particular social networking site; you will not post any comments that are false, misleading or deceptive or defamatory to us, our employees, agents, officers or other users or players; and we are not otherwise responsible or liable for any comments or content that you or others post on social networking sites in any manner, to the maximum extent permitted by law.

7. Disclaimers and Liability Limitations.

- a. **Disclaimer of Liability; No Warranty.** IN NO EVENT SHALL WE, OUR AFFILIATES AND SERVICE PROVIDERS, OR ANY RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, ATTORNEYS, OR REPRESENTATIVES, BE LIABLE:

- i. FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF OUR SERVICES, GAME, OR SOFTWARE OR THESE TERMS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF OURS HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF OUR GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW.

- b. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE ARE NOT AND WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS OR ANY PRODUCTS OR SERVICES, INCLUDING THE GAME, GOVERNED BY THESE TERMS.

- c. **Further Disclaimers.** OUR SERVICES, GAMES, AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE OUR SERVICES, SOFTWARE, AND GAME.

8. Dispute Resolution.

- a. **General.** This Section applies to any Dispute except for Disputes relating to the enforcement or validity of intellectual property rights, which we may address through litigation or any other appropriate method without regard to this Section. The term “Dispute” means any dispute, action or other controversy between you and us concerning these Terms, the Services, the Games, or any other product, service or information we make available to you, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law. In the event of a Dispute, you or we must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, any supporting evidence (such as communications or screenshots), and the relief requested. You must send any Notice of Dispute by U.S. Mail to 5024 Providence Road Charlotte, North Carolina, 28226, and by email to admin@sweepresort.com. We will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address, and you agree to receive any Notices of Dispute either by mail or email. The parties will strive to negotiate and attempt to resolve the dispute for a period of at least sixty (60) days (“Formal Complaint Process”). After the sixty (60) day period, either party may initiate arbitration as provided in this Section. You agree to use the Formal Complaint Process before initiating arbitration or any small claims case.

- b. **Arbitration; Waiver of Class Action.** If we cannot resolve the dispute through the Formal Complaint Process above, you and we agree that any dispute arising out of or relating to this Agreement and our Privacy Policy, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the “Arbitration Agreement”). Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class and non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>).

- c. **This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge. Without limitation, the arbitrator shall decide the arbitrability issues of any dispute or conflict or complaint, and will decide whether this Arbitration Agreement is enforceable and applicable.**

- d. **CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND OLIVER LABS, INC. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**

- e. The arbitration will be conducted by a single, neutral arbitrator and shall take place telephonically, via video conferencing technology, or in a mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At your or our request or at the order of the arbitrator, hearings may be conducted in person or by telephone or via video conferencing technology, and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Agreement, any arbitration pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees.

- f. You have the right to opt out of and not to be bound by the arbitration and class action waiver provisions set forth in these Terms. To exercise this right, you must send written notice of your decision to: 5024 Providence Road Charlotte, North Carolina, 28226, and by email to admin@sweepresort.com. Your notice must include your name, mailing address, and user name associated with your Account, and state that you do not wish to resolve disputes with us through arbitration. To be effective, this notice must be postmarked or deposited or

received by us (if sent by email) within 30 days of the date on which you first accepted these Terms unless a longer period is required by applicable law; otherwise you will be bound to arbitrate disputes in accordance with this section. You are responsible for ensuring that we receive your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt. If you opt out of these arbitration provisions, we will not be bound by them with respect to any Disputes with you.

- g. Nothing in these terms is intended to, attempt to, or actually does preclude the right

9. Complaints and Customer Support.

- a. If you would like to contact our Customer Support department or have a complaint regarding our Services (including any Game) you may contact us via this **form**. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US SHOULD BE CARRIED OUT USING THE EMAIL ADDRESS THAT YOU HAVE REGISTERED WITH AND ASSOCIATED WITH YOUR ACCOUNT FAILURE TO DO SO MAY RESULT IN OUR RESPONSE BEING DELAYED.
- b. The following information must be included in any written communication with us (including a complaint):
 - i. your username;
 - ii. your first and last name, as registered with your Account;
 - iii. a detailed explanation of the complaint/claim;
 - iv. any specific dates and times associated with the complaint/claim (if applicable); and
 - v. any evidence supporting your complaint/claim, including screenshots.
- c. Failure to submit a written communication with the information outlined above may result in a delay in our ability to identify and respond to your complaint/claim in a timely manner. We strive to inquire into official complaints immediately. Our goal is to respond to all complaints within 10 days, but no later than 20 days. In some circumstances we will require additional time to investigate, identify the issues, and to otherwise respond to your inquiry. If we anticipate delays, we will inform you via email associated with your Account.

10. Miscellaneous Provisions.

- a. **We are not a financial institution.** You are not entitled to any interest on any Prizes associated with your Account and we are not otherwise a financial institution.
- b. **No legal or financial advice.** We do not provide any legal or financial advice and you agree to see independent counsel regarding the same.
- c. **Entire Agreement.** These Terms are the entire agreement between you and us. There are no other agreements, any prior agreements, arrangements, or understandings have been merged into these Terms, except as otherwise stated herein with respect to incorporating the Policies, which Integrated Policies are expressly a part of these Terms as if fully restated herein.
- d. **Choice of Law.** These Terms, your use of our Services, and our entire relationship will be governed, and interpreted in accordance with, the laws of the State of North Carolina in the United States, without regard for North Carolina's conflict of laws principles.
- e. **Severability.** To the extent that any part of the Terms (or any of the integrated Policies) is found to be unenforceable or invalid by a court, the unenforceable or invalid portion shall be severed from the rest of the Terms, and the remaining Terms shall be given their full effect to the maximum extent permitted by law.
- f. **Notices to You by Email.** You agree that we may provide any and all notices to you via email at the email address you provide at the time of Account registration, and that all such notices shall be deemed given at the time that they are sent.
- g. **Assignment.** We may assign these terms at our discretion, in whole or in part, at any time without any notice to you. You may not assign these Terms or any license given to you by us in relation to the Terms.
- h. **No Waiver.** Any failure or delay by us to enforce any provision of these Terms shall not constitute a waiver of any applicable rights or be construed to prevent us from enforcing such Terms in the future.
- i. **Force Majeure.** We are not responsible or liable for any failure to perform or delay in our performance of any obligations or responsibilities under these terms that are due to events outside of our reasonable control.
- j. **Explanation of Terms.** We consider these Terms and Integrated Policies to be open and fair. If you need any explanation regarding these Terms or Integrated Policies or any other part of our Services, please contact Customer Support. These

Terms control in the event of any inconsistency between a communication via email or chat and these Terms. We reserve the right to record all communications.

- k. **Business Transfers.** In the event of a change of control, merger, acquisition, or sale of assets of us, your Account and associated data may be part of the assets transferred to the purchaser or acquiring party. In such an event, we will provide you with notice via email or via our Services explaining your options with regard to the transfer of your Account

- l. **Special Disclosure Regarding the Privacy Policy.** These Terms incorporate our Privacy Policy, as if the Privacy Policy were set forth in its entirety here. The Privacy Policy explains the policies put in place and used by us to protect your privacy as you use the Games or otherwise use our Services. We receive, store and use all information that you submit to us and all information you submit in registering for an Account and using the Games, in accordance with the Privacy Policy, so please read it carefully. Like these Terms, the Privacy Policy may change from time to time, and your continued access to your Account, use of the Services and the Games indicates your acceptance of the Privacy Policy as amended, and thus it is important for you to periodically access and review the Privacy Policy.

- m. **Special Disclosure Regarding the Responsible Social Gameplay Policy.** We actively support responsible social gameplay and encourage you to make use of a variety of responsible social gameplay features so as to better manage your Account. Please review our Responsible Social Gameplay Policy for full details.
 - i. Although we will use all reasonable methods to enforce our responsible social gameplay policies, we disclaim any responsibility or liability if you nevertheless continue gameplay and/or seek to use the Services with the intention of deliberately avoiding the policy measures in place and/or we are unable to enforce our measures/policies for reasons outside of our reasonable control.

 - ii. **Take a Break (Time-Out) and Self-Exclusion.** You may, at any time, request a time-out or self-exclusion from our Games by contacting Customer Support. To view the various options available refer to our Responsible Social Gameplay Policy.

 - iii. **Player Protection Policy.** We want to ensure that you enjoy your experience playing our Games in a safe and responsible manner. We

encourage you to take advantage of the limits and control features available to you as part of our Responsible Social Gameplay Policy.

- n. **Not a Casino or Gambling.** We are not a casino and we do not offer gambling. When you purchase Gold Coins from us, you are purchasing entertainment to play our simulated slots games and not the chance to win money or anything else of actual value. When you receive Sweeps Coins, you are receiving them for free. You have the chance to win a real-money prize by entering your Sweeps Coins (that you received for free and without any consideration) into a contest of chance.

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