

**PUBLIC AGREEMENT**  
**on making lottery bets in the online instant lottery “wow!lotto”**

The following Agreement forms a legally binding agreement and User need to read them and make sure that User fully understand their contents. If User have any questions about User rights and obligations resulting from the acceptance of this agreement, please consult a legal professional in User jurisdiction. User agree to be bound by the the Agreement by viewing, using and playing on the website, regardless of whether or not User choose to register with us. If User do not agree to the the Agreement, User may not view, use or play on the website.

We will not be liable to User for any loss that User may incur as a result of User use of this website and we accept no liability resulting from any unauthorized use of User account, whether fraudulent or otherwise.

We reserve the right to change the Agreement from time to time. User may access the most up-to-date the Agreement at any time by using the the Agreement link on the bottom of each page of the website. All relevant changes will be notified to User in advance of such changes taking effect. If any change is unacceptable to User, User should cease using the Website and the Online Lottery. If, however, User continue to use the Website or the Online Lottery after the date on which the changes to the the Agreement come into effect, User will be deemed to have accepted those changes.

The Agreement together with the Instruction/Game Rules and together with the documents referred to in the Agreement tell User the Agreement. Together these form “the Agreement” from time to time. Please read the Agreement carefully.

The Game Rules form part of the Agreement. User should print a copy of the Agreement for future reference.

This Public Agreement, hereinafter referred to as the “Public Agreement”, defines the procedure of placing lottery bets with the online lottery “wow!lotto”, hereinafter referred to as the Lottery. The procedure includes but is not limited to Payment Systems, including credit cards and other ways not contradicting the legislation of the Federal Republic of Nigeria.

This Public Agreement defines the procedure for informing lottery participants about winning lottery bets and receiving their winnings. The Public Agreement also defines the mutual rights and obligations between Gab Lotto Limited, hereinafter referred to as the “Lottery Organizer”, on the one hand, and the lottery participant – an individual who has accepted an offer to conclude this Public Agreement, hereinafter referred to as the “User”, on the other hand.

**1. TERMS AND DEFINITIONS**

The terms and definitions used in this Public Agreement have the following meaning:

“Gaming combination” means numbers, letters, symbols, other indicators, or combination of thereof contained in the lottery bet.

“Graphical Interface” means a set of buttons and visual elements designated to make a lottery bet in accordance with the rules of the corresponding lottery sequences, as well as to enable the participant to visualize and control the procedure of checking the lottery bet for winning.

“Lottery bet” means gaming combination formed in accordance with the Instruction/Game Rules for conducting the Lottery and legislation of Federal Republic of Nigeria. It is formed by means of software and hardware used in the course of conducting the Lottery, and paid for by its participant.

“Lottery bet acceptance” means registration of the lottery bet of the participant of the Lottery in software and hardware used in the course of conducting the online lottery and also shall be considered as the sale of a lottery ticket.

“Lottery Organizer” means Gab Lotto Limited, which organizes and conducts the Lottery.

“Lottery participant” means the User who has registered on the Website or in mobile applications of the Lottery Organizer in accordance with the established procedure and has made a lottery bet under the terms of this Public Agreement.

“Lottery prize fund” means the amount of money and/or property winnings intended for the distribution of winnings by the Lottery Organizer.

“Online lottery” means a lottery conducted by accepting lottery bet from lottery participant (hereinafter referred to as the Participant) by means of telecommunication, software and hardware, which is used to collect, register, store and process information regarding accepted lottery bets. It also records and transmits the results of the prize fund draw of the Lottery.

“Payment System” means a set of tools and methods that ensure the settlement and execution of payment transactions between the User and the Lottery Organizer. Payment system is independent of the Lottery Organizer. It is provided to Users and the Lottery Organizer on the basis of relevant agreements. The risks of non-fulfillment of monetary obligations arising from the use of the Payment System shall be borne by the Party to this Public Agreement that uses such Online Lottery.

“Registration” means actions of an individual, expressed in creation of a personal account and filling in a profile with the User's information on the Website or in mobile apps of the Lottery Organizer.

“User” means an individual, resident in the Federal Republic of Nigeria, who uses information networks, systems and Internet resources, and who has registered on the Website or in mobile applications of the Lottery Organizer, intending to make a lottery bet.

“Website” means an information resource on the Internet, located at <http://www.wowlotto.ng>.

“Winning” means part of the prize fund of the Lottery in form of money or other property (hereinafter referred to as the “property winning”) that is transferred (issued) to a lottery participant, whose lottery bet is considered to be a winning bet in accordance with the Instruction/Game Rules for conducting the Lottery.

## **2. GENERAL PROVISIONS**

2.1. Public Agreement is an agreement entered into by the Lottery Organizer and Lottery Participant in order to offer participation in the Lottery to individuals who accept the Terms and Conditions of the Public Agreement in full and expresses such acceptance by the appropriate actions be requested on the Website.

2.2. Public Agreement is considered to be concluded in a simple written form, and, accordingly, does not require a single document signed by the parties, and is of full legal force.

2.3. User's registration on the Website or in mobile applications of the Lottery Organizer is considered to be a full and unconditional acceptance of the terms of Public Agreement.

2.4. The User acknowledges the right of the Lottery Organizer to unilaterally amend Public Agreement by uploading new versions of Public Agreement and posting the relevant information in electronic form on the Website or in mobile applications of the Lottery Organizer.

## **3. SUBJECT OF THE PUBLIC AGREEMENT**

3.1. The Lottery Organizer provides the User with the opportunity to become a participant of the Lottery after registering on the Website or in mobile applications of the Lottery Organizer in accordance with the established procedure, accepting the Public Agreement and paying the price of the lottery bet set by the Lottery Organizer.

The User is aware of the fact that participation in the Lottery and/or the use of electronic money may be illegal in the jurisdiction in which the User is located. The User assumes all risks arising from this prohibition.

3.2. The User becomes the owner of the lottery bet from the moment of registration of the information, which allows to: 1. further identify them as a participant of the Lottery, and 2. confirmation of the fact of the bet price being paid.

This information is delivered to the User in electronic form on the Website or in mobile applications of the Lottery Organizer.

#### **4. REGISTRATION PROCEDURE**

4.1. To make lottery bets, the User has to register on the Website or in mobile applications of the Lottery Organizer. Registration is carried out by specifying the User's personal data in the corresponding dialog boxes: mobile phone number in international format and email address. At the next step of registration the User shall receive an SMS and an email containing a code that they need to enter in the appropriate field, thereby confirming the act of registration of the User as a Lottery participant. User is then required to accept Public Agreement and deposit funds to the gaming account. The User uses login credentials (username and password) specified at the stage of registration during subsequent logins to the system.

4.2. After registration, a personal data set is created for the User, which contains data necessary to further identify them as a Lottery participant.

4.3. During registration, the User confirms the accuracy of data provided and agrees to the Public Agreement. If the User provides false or incomplete data, the Lottery Organizer is not responsible for non-performance or partial non-performance of obligations under the Public Agreement, including payment of winnings.

4.4. After creating login credentials, the User should not disclose/ communicate their username and password to anyone else (whether deliberately or accidentally). If the User has lost or forgotten their login credentials, the User can reset their password by clicking on the "Remind password" button at the link located below the login window.

4.5. The User is fully responsible for the safety of their password and bears responsibility for any actions and transactions performed using the account. The User is also fully responsible for all losses incurred through the fault of the User or third parties.

4.6. The User agrees to immediately notify the Lottery Organizer of any unauthorized access to the User's account and/or any security breach. The User agrees to provide the Lottery Organizer with proof of such unauthorized access upon request. Under no circumstances will the Lottery Organizer be liable for any damages incurred by the User as a result of the misuse of the User's username and password by any other person or unauthorized access to the User's account, regardless of whether they were authorized by the User or made it without the User's knowledge.

#### **5. PROCEDURE FOR MAKING LOTTERY BETS**

5.1. To make a lottery bet in the Lottery, the User shall deposit money to the account in the following order:

- select the menu item "Top up your account";

- choose from the suggested list a convenient way to top up the account;
- act in accordance with the steps of the proposed procedure.

Sometime later the credited amount will be reflected in the account.

5.2. To make bets the User has to transfer to the gaming account an amount, not less than the price of the selected lottery bet.

5.3. The lottery Organiser has set the following limits on the amount of money to be credited to the User Game Account:

- minimum amount is 100 NGN;
- maximum amount is 1 000 000 NGN.

## **6. INSTRUCTIONS / GAME RULES**

6.1. In order for the User to make a lottery bet, a variety of Graphical Interfaces is provided in the corresponding section of the Website and mobile applications of the Organizer.

6.2. The winning of a lottery bet is determined in accordance with the rules of the game immediately after it has been made.

Each lottery sequence may have one game or more games (playing fields).

The availability and amount of winning are determined in accordance with the rules of the game, as specified in Graphical Interfaces on the Website or in mobile applications of the Lottery Organizer.

In the case there is only one field of play, the winning bet is determined by the matching of numbers, symbols, letters, according to the rules specified in Graphical Interfaces on the Website or in the mobile applications of the Lottery Organizer. If there is more than one field of play, the winnings on the lottery bet are equal to the sum of the winnings on all the games.

6.3. After the Lottery participant performs the necessary actions with the Graphical Interface, the result of checking the lottery bet for winning is displayed on the screen. If the participant's lottery bet is a winning bet, the winning amount is displayed on the screen. If the participant's lottery bet is not a winning bet, the following message is displayed on the screen: "You did not win" or "Winning is 0".

When making a lottery bet, the participant's gaming account balance is reduced by the amount of the price of this lottery bet.

6.4. In the case of a disruption in the connection between the participant's device and the software after making a lottery bet using the graphic interface, the software will automatically check the lottery bet for winning and will reflect it in the participant's personal account.

The winning can be used by the User to make lottery bets and can also be obtained by the User using the available withdrawal methods.

## **7. DEPOSITING AND WITHDRAWAL**

7.1. The User has the right to take part in the Lottery if there are money available on the gaming account.

The User understands and agrees that the gaming account is not a bank account, and, therefore, it is not subject to guarantees and other tools for protecting bank accounts and/or deposits (deposit insurance, bank

insurance, guaranteed refund of money from deposits, etc.), as well as any similar insurance systems. No interests are charged to the funds at the gaming account.

7.2. The deposit of money for participating in the Lottery is carried out using Payment Systems. The Lottery Organizer has the right to unilaterally change the methods and conditions for depositing money. The relevant changes to the Public Agreement come into force from the moment such changes are posted on the Website.

The User bears all risks of making wrong payments when depositing money to the gaming account.

7.3. The moment of receipt of money by the Lottery Organizer for the purposes of the Public Agreement shall be the moment when the corresponding amount is reflected at the User's gaming account.

7.4. In case of depositing money using available Payment Systems, the corresponding Payment system is responsible for the timely and complete execution of the User's order to transfer money to the Lottery Organizer. The relationships between the User and the Payment system are regulated by the relevant agreement between them. The risk of loss, incomplete or untimely transfer of money through Payment Systems is borne by the User in full. In case of transferring money to the User (receiving a prize, transaction dispute, etc.), the corresponding Payment system is responsible for the timely and complete execution of the order of the Lottery Organizer or the User.

7.5. Money transfers between the Lottery Organizer and the User are made in Nigerian Naira.

7.6. Money winning shall be transferred to the User's gaming account immediately after determining the winning lottery bet and can be used for further making bets. Winnings are paid out in accordance with the Instruction for conducting the Lottery.

The Lottery Organizer has the right to take photos and (or) videos of the User in the event of Win. The User agrees that such photo and (or) video materials are the property of the Lottery Organizer and can be used by the Lottery Organizer for marketing purposes.

7.7. The User may at any time submit a request for withdrawal of winnings from the gaming account, provided that:

7.7.1. all payments transferred to the gaming account have been checked for any unacceptable actions, and no payments have been cancelled or otherwise revoked;

7.7.2. any verification actions referred to in Section 8 of the Public Agreement have been properly carried out;

7.7.3. the Lottery Organizer has only one active (unfulfilled) request for withdrawal of the User's winnings from the gaming account.

7.8. When making an application for withdrawal, the User shall consider the following:

7.8.1. information in the User's account must be fully filled in and contain at least one confirmed phone number. The Lottery Organizer reserves the right to periodically check the validity of the phone number. If the Lottery Organizer is unable to contact the User using a previously confirmed phone number, this number will be considered invalid.

7.8.2. money shall be withdrawn by the same method that was used to deposit them to the account, considering the restrictions and procedures set out in Section 7 of the Public Agreement. In the event there is no technical possibility of such action, money may be paid out by the decision of the Lottery Organizer in another way permitted by law, which is available to the User. All costs associated with the withdrawal of money when changing the method used for deposit are borne by the User.

7.8.3. providing the withdrawal transaction for the amount above N10,000,000 per week can take up to 2 weeks to process.

7.9. The Lottery Organiser has set the following limits on the amount of winnings to be paid out of the User's Game Account:

- minimum amount is 500 NGN;
- maximum amount per day is 10 million NGN;
- maximum amount per month is 100 million NGN.

7.10 Property Winnings are issued by the Lottery Organizer.

7.11. The User has the right to withdraw from the gaming account only the funds received as winnings from the made lottery bets. Costs related to transfer of money to the gaming account by the User, the User's withdrawal of funds from the gaming account, shall be borne by the Organizer, unless otherwise provided by the Public Agreement.

7.12. In case of suspicious or fraudulent money deposits including the use of stolen bankcards and/or any other fraudulent activity and/or any other activity of a fraudulent nature (including any chargebacks or cancellations), also including money deposits for the purpose of exchanging between Payment Systems, the Lottery Organizer reserves the right to block the User's account, to cancel any payments made and to charge back any winnings. The Lottery Organizer has the right to inform the authorities of any fraudulent payments or other illegal activity. In no event the Lottery Organizer shall be liable for any unauthorized use of bank cards, regardless of whether the loss or theft of the cards has been reported.

## **8. CONFIDENTIALITY AND PRIVACY POLICY**

8.1. By accessing and/or using the Website and/or official mobile applications, User hereby consents to the collection, storage, use, processing, disclosure of personal data and tracking User by linking collected User's data with other data in accordance with the applicable law and the Privacy Policy.

8.2. Personal information that Users provide to the Lottery Organiser and any information about use of the Website that the Lottery Organiser obtains will be subject to the Privacy Policy.

8.3. The Privacy Policy published on the Website constitutes an integral part of the Terms. The Privacy Policy can be accessed using the Privacy Policy link.

8.4. In an event User wins, if required by law, the Lottery Organiser shall provide the third party with details of any win/claimed by or paid to User.

8.6. The Lottery Organiser reserves the right to request additional information when User makes a claim.

## **9. INTELLECTUAL PROPERTY**

9.1. All components and Content of the Website and the Website as a whole, content on its social media accounts (including but not limited to Facebook, Twitter, UserTube, LinkedIn) belong to the Lottery Organiser by virtue of the fact of its creation or by virtue of the relevant contracts.

9.2. The Website, Content, and materials available on the Website are protected with, including, but not limited to copyright, trademarks, trade secrets.

9.3. Software used by the Lottery Organiser to provide Lottery Online Lottery is the intellectual property of the Lottery Organiser by virtue of the fact of its creation or by virtue of the relevant contracts.

9.4. The Website with all the Content it contains is for User personal, informational and non-commercial use. User must not reproduce, reprint, publish, modify, distribute, display, transmit, license, transfer or otherwise exploit content or technology from the Website without our express via a written consent.

9.5. Violation of any of the intellectual property rights of the Lottery Organizer and the owner of the Software is strictly prohibited.

## **10. OBLIGATIONS**

10.1. The Lottery Organizer undertakes to provide the User with the opportunity to participate in the Lottery in accordance with the Public Agreement.

10.2. The User has to:

10.2.1. Enter accurate information when registering, in accordance with clause 4.1. of the Public Agreement and not to disclose their account information, including email address and password, to third parties.

10.2.2. Comply with the terms of the Public Agreement.

10.2.3. Take all necessary measures to maintain confidentiality.

10.3. The User is fully responsible for paying all taxes and fees applicable in connection with any winnings received because of participating in the Lottery. If the winning is subject to taxation by the local legislative, tax or other authorities, the User is responsible for reporting the winnings and/or losses to the relevant authorities.

10.4. Taking into account the rights granted to the User under the Public Agreement, the User guarantees, confirms and agrees that:

10.4.1. The User is a resident of the Federal Republic of Nigeria, User's age is at least 18 years old or the User has reached the age of majority, which is legally allowed to participate in lotteries according to the laws of the Federal Republic of Nigeria.

10.4.2. The User is a rightful owner of money in the gaming account. All information that the User has provided to the Lottery Organizer and Payment Systems during the registration process and further is correct, up-to-date, accurate and fully corresponds to the name(s) on the credit/ debit payment card(s) or other current accounts that are used to deposit money to the User's account or receive money from the User's account.

10.4.3. Money that the User deposits to the gaming account are not of criminal and/or illegal origin.

10.5. The User is fully aware that there is a risk of losing money in the process of participating in the Lottery and is fully responsible for any losses associated with participation in the Lottery. The User agrees that User takes part in the Lottery solely by their own choice, decision and at their own risk. The User has no right to make any claims against the Lottery Organizer in connection with losses, damages and/or not winning the Lottery.

10.6. The User fully understands the general methods, rules and procedures for participating in the Lottery on the Internet. The user understands that it is the responsibility of the User to ensure that the bets are correct. The User undertakes not to perform any acts or actions that may damage the reputation of the Lottery Organizer.

10.7. By agreeing to the Public Agreement, the User grants the Lottery Organizer the right to periodically conduct any checks (at the discretion of the Lottery Organizer or required by third parties including but not limited to regulatory authorities) to confirm the User's contact information, hereinafter referred to as the

“Verification”, and to prove that the User owns the gaming account, as well as the accounts for Payment Systems to deposit/withdraw money.

10.8. During Verifications, the Lottery Organizer may restrict the User's ability to withdraw money from the account.

10.9. If any information provided by the User is false, inaccurate, misleading and/or otherwise incomplete, it may be considered as a violation of the Public Agreement by the User. In this event the Lottery Organizer has the right to close their gaming account immediately and/or refuse the User to participate in the Lottery in addition to any other actions at the discretion of the Lottery Organizer.

10.10. If the User is unable to confirm the acceptable age for participation in the Lottery (clause 8.4.1 of the Public Agreement) the Lottery Organizer has the right to suspend or block the User's gaming account.

10.11. The Lottery Organizer does not accept money that does not belong to the User, i.e. money of third parties (friends, relatives, partners and/or the User's spouse). The User undertakes to deposit money to the account only from the account/system and/or payment cards that are registered on the User's name. If the User violates this condition, the Lottery Organizer reserves the right to refuse to accept gaming bets and/or transfer the winnings in favor of the User. When a bank transfer is needed to return money to the rightful owner, all bank costs associated with such transfer shall be borne by the recipient of money.

10.12. The User undertakes not to waive previously conducted transactions, not to cancel them in any other way, not to revoke any depositing operations in the account and in any such case undertakes to compensate the Lottery Organizer for any expenses incurred by the Lottery Organizer as a result of such User action.

## **11. ERRORS**

11.1 Lottery Organiser will use reasonable endeavours to avoid any error and reserve the right to correct any errors, but beyond this no warranty is given.

11.2 Where Lottery Organiser become aware of an error Lottery Organiser will use reasonable endeavours to inform User of the error. In the event that Lottery Organiser cannot contact User to correct an error for any reason, Lottery Organiser shall have no liability in respect of payment or any Winnings connected with the error.

11.3 User shall immediately notify Lottery Organiser if any funds are credited to User in error. Should such a mis-credit occur, the funds in question shall not be withdrawn or otherwise used by User, and Lottery Organiser reserves the right to withdraw or recover these funds.

## **12. PROHIBITED ACTIVITIES**

12.1. The following User activities are not permitted and constitute a breach of the Public Agreement:

12.1.1. Use of illegal acts (fraud), including the use of malicious programs, errors in the software of the Lottery Organizer, the use of automated players (“bots”), the use of stolen, cloned or otherwise illegally obtained credit or debit card data when depositing money to the gaming account.

12.1.2. Participation in any criminal activity, including money laundering, financing of terrorist activities and any other activity with criminal consequences.

12.1.3. Entering into or attempting to enter into collusion, and/or intending to participate directly or indirectly in any scheme of collusion with another User while participating in the Lottery. The Lottery Organizer is not responsible for any losses or any damage incurred by Users as a result of collusion, fraudulent actions and other illegal operations or deception.



12.2. The Lottery Organizer also sets the following rules of using the Website and participating in the Lottery.

12.2.1. It is prohibited to use offensive or aggressive manner of communication; to use abusive language, threats, belittling or violent actions towards Users and employees of the Lottery Organizer.

12.2.2. The User shall use the Website and mobile applications of the Lottery Organizer only for personal entertainment purposes and shall not use, copy, distribute, modify the Website and mobile applications of the Lottery Organizer or any part thereof, in any form, without the prior written consent of the Lottery Organizer.

12.2.3. The User is prohibited from hacking, attempting to hack and/or gain access to, or otherwise circumvent, the Lottery Organizer's security system. If the Lottery Organizer suspects that the User has tried or is trying to hack, access or otherwise circumvent the security system of the Website and/or mobile applications of the Lottery Organizer, the Lottery Organizer has the right to immediately prohibit the User from accessing the functionality of the Website and mobile applications of the Lottery Organizer as well as to block the User's gaming account. The Lottery Organizer also reserves the right to inform the authorities about the hacking (attempted hacking).

12.3. The Lottery Organizer is in no way responsible for any losses or damages, that the User or a third party may incur as a result of technology failures caused by attacks, viruses or other technologically harmful materials when using the Website or mobile applications of the Lottery Organizer, and/or downloading any materials, any links located on the Website or mobile applications of the Lottery Organizer.

12.4. The Lottery Organizer has the right to check the lottery bets made by the User. If during the check it turns out that the User has committed fraudulent actions, as well as actions aimed at gaining an advantage by using vulnerabilities and/or errors on the Website or mobile applications of the Lottery Organizer, the Lottery Organizer may decide to restrict the User's access to the Website and mobile applications of the Lottery Organizer, as well as temporarily or permanently block the User's account. The decision on payment of the balance in this case is made by the Lottery Organizer unilaterally.

### **13. DISCLAIMERS AND LIMITATION OF LIABILITY**

13.1. The Content and Online Lottery on the Website are provided without any guarantees, conditions or warranties as to its accuracy, quality, and fit for a particular purpose or need. Lottery Organiser does not guarantee that Website is error-free, reliable or will operate without interruption.

13.2. If User is not satisfied with the conditions and/or quality of the Website, User must stop using the Website. Using the Website shall mean that User have no claims against the Lottery Organiser.

13.3. IN NO EVENT SHALL, THE LOTTERY ORGANISER ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO USER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE Online Lottery FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF Online Lottery TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED

(THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF User USE OF THIS SITE OR THE Online Lottery FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE LOTTERY ORGANISER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.4. the Lottery Organiser will not be liable for any loss of profits, indirect, special or consequential loss suffered or incurred by User that arises out of the withdrawal of any Game or from the participation or non-participation in any Game.

13.5. All information and Online Lottery provided on the Website are provided on a strictly "as is" basis without any warranty whatsoever.

13.6. Any Online Lottery offered by the Lottery Organiser, its business activities are carried out on the Lottery Organiser's own behalf. Lottery Online Lottery or any other business activities are not sponsored by any entity, including but not limited to companies and platforms used to market the Lottery Online Lottery (e.g. Apple, Google etc.).

13.7. The Parties are released from liability for non-performance or improper performance of obligations under the Public Agreement, if the non-performance or improper performance was the result of the occurrence of force majeure, that is, events of an extraordinary nature, the occurrence of which the Parties could not foresee or prevent (force majeure).

Such circumstances include military actions, strikes, natural disasters, epidemics, fires, acts and actions of state bodies, illegal actions of third parties that make it impossible to fulfill obligations under the Public Agreement.

13.8. The Lottery Organizer is released from liability for non-performance or improper performance of obligations under the Public Agreement, if the non-performance or improper performance was the result of the suspension or termination of the communication channels and networks used for interaction with Users.

13.9. In case of violation of the obligations specified in clauses 10.4.1 - 10.4.3 of the Public Agreement, the User undertakes to compensate the Lottery Organizer's losses related to such violations in full.

#### **14. CUSTOMER COMPLAINTS AND DISPUTES**

14.1 Lottery Organiser will endeavour to provide the Online Lottery using reasonable care and skill. Lottery Organiser makes no further warranty or representation, whether express or implied in relation to the Online Lottery and all warranties or conditions are hereby excluded, to the fullest extent permitted by law.

14.2 Lottery Organiser uses reasonable endeavours to avoid any error but beyond this no warranty is given. Lottery Organiser reserves the right to correct errors on the Website or in relation to the Online Lottery.

14.3 Lottery Organiser makes no warranty that the Online Lottery will be uninterrupted, timely, secure or error-free. In the event of any system or communication error, Lottery Organiser will not be liable to User as a result of any such errors and we reserve the right to withhold the payment to User of any Winnings in such circumstances.

14.4 Nothing in the Agreement shall exclude or limit any person's liability:

- a) For fraud;
- b) For death or personal injury caused by its negligence;
- c) Which it is not lawfully permitted to exclude or limit.

14.5 User acknowledge and agree that in accepting the Agreement User do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether or not such person is a party to the Agreement) unless expressly set out in the Agreement.

14.7 Lottery Organiser accepts no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time, whether under contract, tort (including negligence) or otherwise.

14.8 Lottery Organiser accepts no liability for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

14.9 This clause 11 does not affect User's statutory rights.

14.10 If User wish to raise a complaint please contact Lottery Organiser either by email, phone or in writing. All contact details can be found on the Website.

14.11 Lottery Organiser will endeavour to resolve any disagreements quickly and efficiently. If User are not satisfied by the response of Support Team, User can ask for the dispute to be escalated to manager or supervisor.

## **15. TERM AND TERMINATION PROCEDURE**

15.1. The Public Agreement comes into force from the moment of acceptance by the User, which is made in accordance with clause 2.3 of the Public Agreement, and is valid for an indefinite period until being terminated in accordance with the legislation and/or this Agreement.

15.2. The Agreement may be terminated in the following cases:

15.2.1. when agreed between the Parties;

15.2.2. unilaterally at the initiative of the Lottery Organizer in case of violation, non-performance and (or) improper performance of the terms of the Public Agreement by the User;

15.2.3. unilaterally at the initiative of the User by deleting the account on the Website or in mobile applications of the Lottery Organizer.

15.3 We may terminate, vary or suspend User access to the Online Lottery immediately and without prior notice:

a) If User breach these Agreement;

b) If at our discretion (acting reasonably), we consider that the Users conduct compromises our position in any manner;

c) If we cease to offer the Online Lottery relating to the Online Lottery advertised on the Website;

d) For any other reason at our sole discretion, acting reasonably.

## **16. CLAIMS, APPLICABLE LAW AND DISPUTE RESOLUTION**

16.1. Claims for the winning lottery bets will not be accepted after three months from the end of relevant sequence of the Lottery.

16.2. All disputes arising from the performance of the Public Agreement or in connection with it shall be resolved through negotiations and consultations between the Parties.

16.3. If the dispute has not been resolved through negotiations, each of the Parties has the right to apply to court for protection of its rights and legitimate interests.

16.4. The Parties accept the obligation to comply with the pre-trial (claim) procedure for dispute settlement. Claims shall be sent by the Parties in writing by mail.

16.5. In case of refusal to satisfy the claim or failure to receive a written response within one month from the receipt of the written claim, the Party that has sent the claim has the right to refer the dispute to court in accordance with the legislation of the Federal Republic of Nigeria.

16.6. The jurisdiction for disputes arising from the Public Agreement is determined by the location of the Lottery Organizer.

16.7. The legislation of the Federal Republic of Nigeria applies to the relations of the Parties arising from or related to the performance of the Public Agreement.

## **17. DETAILS OF THE PARTIES**

17.1. The Parties unconditionally agree to consider User's details to be the information specified by the User during registration in accordance with clause 4.1. of the Public Agreement.

17.2. Details of the Lottery Organizer:

Gab Lotto Limited

4b Olutunda Street, Off Coker Road,

Town Planning Way, Ilupeju - Lagos,

Federal Republic of Nigeria

## **18. WRITTEN COMMUNICATIONS**

18.1. Applicable laws require that some of the information or communications we send to User should be in writing. When using the Website, User accepts that communication with us will be mainly electronic. We will contact User by e-mail, SMS text messaging or provide User with information by posting notices on the Website. For contractual purposes, User agrees to this electronic means of communication and User acknowledge that all contracts, notices, information and other communications that we provide to User electronically comply with any legal requirement that such communications be in writing.

## **19. NOTICES**

19.1. All notices given by User to Lottery Organiser must be given by e-mail at support@wowlotto.ng. Lottery Organiser may give notice to User at either the e-mail or postal address User provided to Lottery Organiser. Unless otherwise specified, notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an e-mail or a text message is sent, or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee or in the case of a text message that such message was sent to the specified mobile telephone number of the address.

## **20. TRANSFER OF RIGHTS AND OBLIGATIONS**

20.1 The Public Agreement is binding on User and the Lottery Organiser and on our respective successors and assigns.

20.2 User may not transfer, novate, assign, charge or otherwise dispose of the Agreement, or any of User rights or obligations arising under the Agreement, without our prior written consent.

20.3 We may transfer, novate, assign, charge, sub-contract or otherwise dispose of the Agreement, or any of our rights or obligations thereunder, at any time.

## **21. EVENTS OUTSIDE OUR CONTROL**

21.1 Lottery Organiser will not be liable or responsible for any failure to perform, or delay in performance of, any of Lottery Organiser obligations under the Public Agreement or the Agreement that is caused by events outside Lottery Organisers' reasonable control ("Force Majeure Event").

21.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Lottery Organiser's reasonable control and includes in particular (without limitation) the following:

- a) Strikes, lock-outs or other industrial action;
- b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e) The postponement or cancellation of any Draw;
- f) Impossibility of the use of public or private telecommunications networks;
- g) Delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system;
- h) The acts, decrees, legislation, regulations or restrictions of any government or regulator;
- i) Failure of any telecommunications system.

21.3 Our performance under the Public Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Public Agreement may be performed despite the Force Majeure Event.

## **22. PUBLICITY**

22.1 Lottery Organiser may approach User for Users consent to refer to Users winning in which case we will respect User privacy and insure that we only use material to which User have consented.

22.2 All media enquiries regarding Lottery Organiser received by User must be referred to Lottery Organiser immediately. User agree to fully indemnify Lottery Organiser against all claims, losses, costs and expenses (including legal fees) arising out of any breach by User of the provision of this clause 19.

## **23. WAIVER**

23.1 If Lottery Organiser fails, at any time during the term of the Public Agreement, to insist upon strict performance of any of User obligations under the Public Agreement or any of the Agreement, or if we fail

to exercise any of the rights or remedies to which we are entitled under the Public Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve User from compliance with such obligations.

23.2 A waiver by Lottery Organiser of any default shall not constitute a waiver of any subsequent default.

23.3 No waiver by Lottery Organiser of any of the Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to User in writing.

## **24. SEVERABILITY**

24.1 If any of the Agreement or any provisions of the Public Agreement are determined by any court or competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **25. ENTIRE AGREEMENT**

25.1 The Public Agreement, our Privacy Policy, our Acceptable Use Policy and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Public Agreement and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

25.2 We each acknowledge that, in entering into the Public Agreement, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Public Agreement except as expressly stated in the Agreement.

25.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently).

## **26. OUR RIGHT TO VARY PUBLIC AGREEMENT**

26.1 We have the right to revise and amend the Public Agreement from time to time.

26.2 Changes to the Public Agreement will be notified to User by a prominent notice on the Website which User will need to accept by ticking the appropriate box, prior to coming into effect. Revised Public Agreement will also be emailed to User directly. User access and use of the Online Lottery will be governed by the amended terms as soon as the amendments are notified on the Website. It remains Users responsibility to check the Agreement periodically to ensure that they meet with User approval. If User continue with the Online Lottery, User continuation will be confirmation of User acceptance of the amended Public Agreement.

## **27. THIRD PARTY RIGHTS**

27.1. Unless otherwise expressly stated, nothing within the Public Agreement shall create or confer any rights or any other benefits in favour of any person other than User and Lottery Organiser.

## **28. GENERAL**

28.1 In the Agreement, reference to the singular shall include references to the plural and vice versa. Headings are for convenience only and shall not affect interpretation.

28.2 In the event of any inconsistency between the Agreement and any document referenced herein (including the Game Rules) the Agreement will prevail.

## **29. LINKS TO OTHER THIRD-PARTY WEBSITES**

29.1. The Website may contain links to third-party websites that are not owned or controlled by the Lottery Organiser.

29.2. The Lottery Organiser has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. The Lottery Organiser shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content or goods available on or through any such websites.