



TERMS AND CONDITIONS OF BONVER WIN,  
a.s.

These Terms and Conditions, within the meaning of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as **the "Civil Code"** and the **"Terms and Conditions"**), govern the rights and obligations of the parties to a contract for participation in a technical game or live game concluded between a gambling participant (hereinafter referred to as **the "Participant"**) and the gambling operator, BONVER WIN, a.s, ID No.: 258 99 651, with registered office at Jungmannova 32/25, Nové Město, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague, file number B 28001 (hereinafter referred to as **"Operator"** and **"Technical Game Agreement"** or **"Live Game Agreement"** or **"Agreement"**).

## **1. Introductory Provisions**

- 1.1. The subject matter of these Terms and Conditions is the regulation of the mutual rights and obligations of the parties to the Contract, i.e. the Operator and the Participants, as natural persons participating in the technical game within the meaning of Section 3(2)(e) of Act No. 186/2016 Coll., on Gambling, as amended (hereinafter also referred to as the **"Act"** and the **"Technical Game"**) and the live game within the meaning of Section 3(2)(f) of the Act (hereinafter also referred to as the **"Live Game"**) operated by the Operator.
- 1.2. The terms and conditions of participation and the rules of the Technical Game are set out in the Technical Game Game Schedule available at [www.bonvercasino.cz](http://www.bonvercasino.cz) (the **"Technical Game Schedule"**). If the Technical Game Schedule sets out the rights and obligations of the Participant and/or the Operator in relation to the Technical Game in a different manner from these Terms and Conditions and if the two arrangements do not stand side by side, the Technical Game Schedule shall prevail to that extent. The Technical Game Game Plan is an integral part of the Technical Game Contract and the Technical Game Participant is obliged to familiarize himself with the Technical Game Game Plan.
- 1.3. The terms and conditions of participation and the rules of the Live Game are set out in the Live Game Game Plan available at [www.bonvercasino.cz](http://www.bonvercasino.cz) (the **"Live Game Plan"**). To the extent that the Live Game Game Plan sets out the rights and obligations of the Participant and/or the Operator in relation to the Live Game in a manner that deviates from these Terms and Conditions, and unless the two arrangements stand side by side, the Live Game Plan shall prevail to that extent. The Live Game Game Plan shall form an integral part of the Live Game Contract.
- 1.4. These Terms and Conditions form an integral part of the Contract.
- 1.5. These Terms and Conditions are divided into a Common Section (Sections 1 to 18 and 37), a Technical Game via Technical Equipment Section (Sections 19 to 23), a Technical Game via Remote Access via Internet Section (Sections 24 to 28), a Land-based Live Game Section (Sections 29 to 32) and a Broadcast Live Game Section (Sections 33 to 36).

## **2. Definition of terms**

- 2.1. Unless otherwise expressly stated in these Terms and Conditions, capitalized terms used in these Terms and Conditions have the following meanings and apply to both singular and plural terms:

### **AML Law**

Act No. 253/2008 Coll., on Certain Measures against the Legalization of Proceeds of Crime and Terrorist Financing, as amended;

<b>GDPR</b> Council of	Regulation (EU) 2016/679 of the European Parliament and of the  27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);
<b>Gambling</b>	Technical Game and Live Game operated by the Operator;
<b>Gambling Game operated in the Gaming Space</b>	Technical Game operated through technical equipment; and Land based Live Game;
<b>Game Plan</b>	Technical Game Game Plan or Live Game Game Game Plan;
<b>Gaming Space</b>	A gaming room, i.e. a separate, structurally separated area in which only Technical Game is operated by the Operator, or a casino, i.e. a separate, structurally separated area in which the Operator operates Live Game as its principal activity, Technical Game and, where applicable, bingo;
<b>Value Chips</b>	Chips bearing the official currency abbreviation and their denomination in that currency;
<b>Playing chips</b>	Chips that do not have a denomination or currency. Playing chips (also called " <b>Wheel Checks</b> ") vary in colour and can be obtained at the game table in exchange for Value chips;
<b>Internet application</b>	Computer application on web portal <a href="http://www.bonvercasino.cz">www.bonvercasino.cz</a> , through which registration for participation in the Technical Game and the Live Game and the creation of a User Account, as well as the placing of bets, is provided. Where applicable, the Internet application also means a software application designed for mobile or other devices, allowing remote access to the Internet, while some functionalities may be limited with regard to the type of device, but in no case will they be functionalities that ensure compliance with legal obligations;
<b>Casino</b>	a separate, structurally separated premises where the Operator operates, in accordance with the Law, Live Gaming as its main activity and other types of gambling, where applicable, on the basis of the relevant licence;
<b>Dealer</b>	A person operating a Live Game table;
<b>Land based Live Game</b> Participants;	Live Game operated in a Casino with the physical participation of
<b>Panic button</b>	A means of preventing participation in a Gambling Game;
<b>Internet Wallet</b>	A virtual wallet as part of a User Account that used to record funds, deposits, withdrawals, bets and winnings from the Technical Game operated by remote access via the Internet and the Live Game transmitted, through which the Participant makes all monetary transactions in connection with his/her participation in the Technical Game operated by

Remote Access via Internet or Live Streaming Games.

**Politically Exposed Person**

- a) A natural person who is or has been a prominent public position of national or regional significance, such as, in particular, the Head of State, the Prime Minister, the head of a central state administration body and his deputy (deputy, state secretary), a member of parliament, a member of the governing body of a political party, the head of a local authority, a judge of a supreme court, constitutional court or other supreme judicial body, against whose decision, generally with exceptions, no remedy is available, a member of the board of a central bank, a high-ranking officer of the armed forces or of a corps, a member or representative of a member, if a legal person, of the management or control body of a State-controlled commercial corporation, an ambassador or head of a diplomatic mission, or a natural person who holds or has held a similar office in another State, in a body of the European Union or in an international organisation;
- b) a natural person who is:
1. a person close to a person referred to in point (a),
  2. a partner or beneficial owner of the same legal entity or trust as the person referred to in point (a), or is known to the Operator to have any other close business relationship with the person referred to in point (a); or
  3. the beneficial owner of a legal person or, as the case may be, a trust known to the obliged person to have been created for the benefit of a person referred to in point (a).

A Politically Exposed Person shall also be deemed to be a person who has been a Politically Exposed Person as defined in (a) and/or (b) above in the 12 months preceding the transaction within the meaning of the AML Act with the Operator or the conduct to which these Terms and Conditions and the Agreement apply.

The Operator shall continue to apply the obligations and restrictions relating to Politically Exposed Persons under the AML Act for at least 12 months from the date on which the Politically Exposed Person ceased to hold the relevant office.

**Identity card**

A document issued by a public authority which must be valid, shows the identity of the holder, and states at least:

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- a) name(s),
- b) date of birth,
- c) birth number, if any,
- d) place of birth, and
- e) other personal details of the holder, if any, which are necessary for the Registration and identification of the Applicant under the Act and/or the AML Act.

A citizen of the Czech Republic shall present a valid ID card as proof of identity, if it cannot be presented, then a passport or a driving license; a foreign national shall present only a personal identification card (similar to a Czech ID card) or a passport or a residence permit for the Czech Republic as proof of identity;

**Live game broadcast**

A live game operated as an internet game in which the Bettor do not play against each other or against foreign Gambling Participants;

**Registration**

The process necessary to participate in the Technical Game and the Live Game, which includes ascertaining and verifying the identity and age of the person applying for registration, assigning access data or other means of access to the User Account, activating the User Account and, where applicable, setting Self-Restriction Measures;

**RVO**

Register of individuals excluded from participation in gambling;

**Self-limiting Measures**

are a means of responsible gambling under the Act; Self-Restrictive Measures are individually set by the Participant or individually rejected by the Participant. The setting or rejection of Self-Restrictions is a condition for the completion of the Registration;

**Contract**

Technical Game Contract or Live Game Contract;

**Studio**

The portion of the Casino, the location of which is permitted in the Gaming Space Location Permit, set aside by the Operator for the operation of the Live Game;

**A technical game operated through technical equipment**

Technical  
Game

operated through technical equipment directly operated by a Participant located in the Gaming Space;

**Technical game operated by remote access via the Internet**

technical game  
operated by the Operator via the Internet;

**Participant**

a natural person who has completed the Registration and has been issued with a User Account and participates in the Gambling Game;

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<b>Participant Card</b>	electronic card registered during Registration of the Participant through which the Participant is enabled to participate in the Gambling Game in the Gaming Area and which serves as a means of access to the User Account;
<b>User Account</b>	User Account as defined in the Act, which the Operator is established for each Participant at the time of successful completion of Registration. The User Account records all monetary and gaming transactions relating to the placing or cancelling of bets and the Participant has an overview of all his/her bets in the Game and payouts of winnings, including the deposit and withdrawal of funds to and from the User Account. The User Account is protected by a unique Participant identifier (username and password). The User Account can be accessed by the Participant by logging into the Internet Application / Web;
<b>Web</b>	Website <a href="http://www.bonvercasino.cz">www.bonvercasino.cz</a>
<b>Interested Operator;</b>	A person who wishes to participate in a Gambling Game at the Operator;
<b>ZZOÚ</b>	Act No. 110/2019 Coll., on the processing of personal data, as amended.

## **2. General conditions for participation in the Gambling Game**

- 2.1. The Technical Game operated by remote access via the Internet and the Live Game transmitted is accessible from the Website.
- 2.2. Unless expressly stated otherwise, for the purposes of these Terms and Conditions, the Remote Internet Access Technical Game and the Live Game also include any updates, corrections, new versions, etc. provided by the Operator.
- 2.3. Participants are entitled to free access to the Internet Application, including free access to the games offered in the demo version, which does not allow deposits or winnings and is therefore not a game of chance within the meaning of the Act. A deposit by the Participant is always required to participate in a game of chance within the meaning of the Act.
- 2.4. The base currency of the Technical Game is the Czech Crown (CZK). If the Technical Game is operated in Euro (€), then the Operator shall determine for each day the centrally determined rate for conversion between the Czech koruna and the Euro, which shall not deviate by more than 10% from the rate calculated using the exchange rate of the Czech koruna against the Euro announced by the Czech National Bank for the day preceding the day on which the centrally determined rate is determined (hereinafter referred to as the "**Centrally Determined Rate**"). If the existing Centrally Determined Rate deviates for 30 consecutive calendar days by more than 10% from the rate determined in accordance with the procedure set out in the preceding sentence, the Operator shall newly determine the Central Rate for the conversion between the Czech koruna and the euro. The gaming limits (maximum bet per game, maximum winnings per game) using the centrally determined exchange rate shall not exceed the gaming limits set out in Section 52 of the Act. The technical equipment will never allow the acceptance of more than one type of currency. The technical device is always set to receive only one currency, i.e. either CZK or €. A technical game in the Euro (€) currency can only be operated

via technical equipment directly operated by the Participant in the Gaming Area. The Operator shall publish in a legible and visible manner in each Gaming Space where it operates a Technical Game in the Euro (€) currency the Centrally determined exchange rate for the given calendar day for the conversion between the Euro (€) currency and the Czech Crown.

- 2.5. The in-game currency of the Live Game is the Czech koruna. In the case of a Land-based Live Game, it is indicated on the Live Game tables and Value Chips as "CZK" or "CZK".

### **3. Contract conclusion**

- 3.1. The Operator allows only Participants who have concluded a Contract with the Operator to participate in the Gaming Game.

- 3.2. The Contract may be concluded physically in the Operator's Gaming Area or electronically via the relevant registration interface in the Internet Application, in accordance with the procedure and under the conditions further set out in these Terms and Conditions or the Game Plan.

- 3.3. Only a person may participate in the Gambling Game who:

- Is over 18 years of age,
  - is not excluded from participation in the Gambling Game pursuant to Section 16 of the Act,
  - is not restricted in his/her legal capacity,
  - is not an employee, member of the statutory body or shareholder of the Operator or a member of his/her family or close relative,
  - is registered to participate in the Technical Game with the Operator pursuant to Chapter 4 of these Terms and Conditions,
  - has been identified within the meaning of the AML Act and there are no obstacles to the conduct of trade or the establishment of a business relationship with the Operator within the meaning of the AML Act,
  - it is not registered with the RVO; and
  - meets all other conditions for entering into the Contract or participating in the Gambling Game pursuant to Act, the Game Plan and these Terms and Conditions.

- 3.4. In order to conclude the Contract, the Participant must furthermore set up self-limiting measures pursuant to the provisions of Section 14 et seq. of the Act or individually reject these; without this step, the Contract will not be concluded.

- 3.5. When filling in the registration form, the Participant confirms that he/she has read the relevant Game Plan, these Terms and Conditions and that he/she agrees to their wording by ticking the relevant checkbox. The Contract cannot be concluded without this consent. The Participant further confirms that he/she has read the Operator's Personal Data Processing Policy.

- 3.6. When concluding the Contract, the Participant is also obliged to provide at least two of the following contact details: (i) his/her e-mail address (ii) his/her telephone number (iii) his/her delivery address (iv) his/her data box identifier and allow their verification.

- 3.7. If the Contract is concluded in the Gaming Space, the Contract is concluded upon completion of the Registration in accordance with Chapter 4 of these Terms and Conditions and the deposit of identification,

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contact and access data together with the setting of self-limiting measures into the Operator's central system by an employee of the Operator, of which the Operator shall notify the Participant.

- 3.8. If the Contract is concluded via the Internet application, the Contract is concluded by sending the completed form to the Operator and its acceptance by means of a confirmation e-mail generated by the Operator's central system.

#### **4. Registration**

- 4.1. Participation in the Gambling Game is only available to Participants who have duly registered to participate in the Gambling Game in accordance with these Terms and Conditions, the Game Plan and applicable law. Registration is provided by the Operator upon request of the Gambling Participant.

- 4.2. Registration shall be carried out:

- In the personal presence of the Registrant at one of the Gaming Premises; or.
- without the personal participation of the Registrant via the Internet Application.

- 4.3. Registration of the Participant includes:

- ascertaining and verifying the identity and age of the person applying for Registration, including Identification and verification in accordance with the requirements of the AML Act.
- The Participant's familiarity with the relevant Game Plan and confirmation of this fact;
- verification that the Participant is not a person on the Register of Individuals Excluded from Gambling,
- the setting of self-limiting measures by the Participant pursuant to the provisions of Section 14 et seq. of the Act, or their individual refusal,
- the establishment and activation of a User Account through which the Participant accesses the Gambling Game and on which the Participant's funds, in particular deposits, bets and winnings, are recorded separately from the funds of other Gambling Game Participants and the Operator, and the allocation of access data or other means of access thereto.
- and, in the case of Registration for participation in a Technical Game operated by remote access via the Internet and a Live Game, the registration and verification of the Participant's registered payment account or registered means of payment in accordance with Section 6 of these Terms and Conditions,

- 4.4. Registration is available to any natural person who:

- is 18 years of age or older,
- is not excluded from participation in the Gambling Game pursuant to Section 16 of the Act and the Operator has verified this,
- is not restricted in his/her legal capacity,
- is not an employee, a member of the statutory body or a shareholder of the Operator or a member of his/her family or a person close to him/her;
- has provided the Operator with the identification and contact details required under Section 17b(1)(a) of the Act.



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a) a b) of the Act in conjunction with Section 130 of the Act; the identification data required under Section 17b(1)(a) of the Act, i.e. in the case of a natural person:

- name or names, as appropriate,
- the surname or maiden name, as appropriate,
- domicile, address of the place of permanent or other similar residence,
- nationality,
- birth number or date of birth if no birth number has been assigned,
- the number and type of Identity Card, the State or, where applicable, the authority that issued the Identity Card, and its period of validity; and
- place of birth

The Operator has verified either by conducting an identification of the Client under the AML Act or by accepting the Client's identification under the AML Act and has no doubt as to its veracity

- has set up self-limiting measures in accordance with the provisions of Section 14 et seq. of the Act, or has individually refused to set them up
- has been identified within the meaning of the AML Act and is not prevented from executing a trade or entering into a business relationship with the Operator within the meaning of the AML Act; and
- meets all other conditions for the conclusion of the Agreement or for participation in the Gambling Game according to Act, the Game Plan and these Terms and Conditions.

4.5. Registration is based on the information provided by the Participant in the registration form when concluding the Contract. The Operator may request other necessary data or documents required to fulfil the Operator's obligations under applicable law (in particular the AML Law), provided that if the Participant fails to provide such data or documents, the Operator shall not be obliged to allow the completion of the Registration.

4.6. In accordance with its obligations under the Act and the AML Act, the Operator shall verify the Registration Seeker's identification data required under Section 17b(1)(a) of the Act, depending on whether the Registration is made in the Gaming Space or via the Internet, as follows:

Verification of the Registration Applicant's identification data required under Section 17b(1)(a) of the Act in the context of registration in the Gaming Space

- Identification in accordance with the AML Act on the basis of the identity card presented.

Verification of the Registration Applicant's identification data required under Section 17b(1)(a) of the Act in the context of Registration by remote access via the Internet

- identification under the AML Act, with the specific method of identification chosen by the Participant from the options offered by the Provider at that time, generally in the following ways:
  - (i) without the physical presence of the Participant, by mediated identification made pursuant to the provisions of Section 10 of the AML Act; or

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- (ii) without the physical presence of the Participant, by acceptance of identification pursuant to Section 11 of the AML Act by a bank or other financial institution,
  - (iii) without the physical presence of the Participant by using a means of electronic identification pursuant to Section 8a of the AML Act.
- 4.7. The Participant acknowledges that if the Participant fails to provide the Operator with all the necessary information and documentation and fails to provide the Operator with the necessary assistance in verifying identity and age and identification under the AML Act, the Registration cannot be completed.
- 4.8. The Participant shall be obliged to individually set the self-limiting measures under the provisions of Section 14 et seq. of the Act or refuse to set them individually, which the Operator shall allow. Without this, the Registration cannot be completed.
- 4.9. As part of the verification of the Participant's identification data, which takes place in connection with the completion of the Registration and in other cases provided for by the applicable legislation of the Czech Republic, the Participant is also obliged to provide the Operator with information on whether he/she is a Politically Exposed Person.
- 4.10. If the User Account is set up at least in part for a Technical Game operated by remote access via the Internet and for a Live Game and if the Participant does not provide the Operator with the necessary data on the registered means of payment for the purposes of Registration in accordance with the provisions of Section 17e of the Act, in order to carry out their verification by the Operator in accordance with the procedure set out in Chapter 6 of these Terms and Conditions, the Registration shall not be completed.
- 4.11. Verification of the Participant's registration in the RVO is carried out within the framework of Registration through the Gambling Information System. In the event that the Operator discovers during the Registration process that the Participant is enrolled in the RVO, the Operator will not allow the Participant to complete the Registration. In the event that due to a technical error, caused in particular by an outage of the public administration information system, the Registration of a person registered in the RVO is completed, such person will be prevented from participating in gambling immediately upon discovering this fact. Verification of the Participant's registration in the RVO, if any, takes place each time the Participant logs into the User Account. In the event of an outage of the public administration information system, the most recently detected status of each Participant's RVO registration shall be taken into account.
- 4.12. As part of the Registration via the Internet Application, the Participant shall set up the access credentials with which he/she will log into his/her User Account. The Participant is obliged to handle his/her access data at all times in such a way as to prevent its misuse and access to unauthorised persons. The Operator shall not be liable for any misuse of the access data unless caused by the Operator.
- 4.13. The Operator is not responsible for the authenticity, validity and factual accuracy of the documents submitted by the Participant in the registration process. In case of any doubts about the authenticity, validity or factual accuracy of the documents provided, the Operator is obliged to refuse such document or to require the provision of additional documents.
- 4.14. By registering, the Participant confirms that he/she has read the valid version of the Game Plan, the Internet application through which the Participant can place bets and these Terms and Conditions issued by the Operator for participation in gambling. By registering, the Participant further confirms the truthfulness and accuracy of the data he/she has provided to the Operator, in particular that he/she is a person over 18 years of age and that he/she has familiarised himself/herself with the information on the processing of his/her personal data provided to the Operator in connection with the Registration.

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- 4.15. The Participant is obliged to make a change or request a change to his/her provided identification and contact details immediately after any of them have changed.
- 4.16. By registering via the Internet Application, the Participant confirms that he/she agrees to participate in the Loyalty Program and that he/she has read the terms and conditions of the Loyalty Program. The Loyalty Programme is a consumer competition operated by the Operator ("**Loyalty Programme**"). The terms and conditions of the Loyalty Programme are available on the Internet Application. If the Participant does not agree to participate in the Loyalty Program, he/she shall not complete the Registration. Participants who have established a User Account by registering through the Internet Application before the Loyalty Program has been launched will be automatically enrolled in the Loyalty Program at the time the Loyalty Program is launched. If a Participant whose participation in the Loyalty Programme has been established automatically according to the previous sentence or who has registered in the Gaming Space and logs into his User Account via the Internet Application does not agree to participate in the Loyalty Programme, he is obliged to cancel his User Account.
- 4.17. If the Participant fails to meet any of the conditions for Registration or fails to properly verify all information required by the Terms and Conditions, the Game Plan or the law, the Registration will not be completed. There is no legal entitlement to the Registration.
- 4.18. Once all conditions for Registration have been met in accordance with these Terms and Conditions, the Game Plan and the law, Registration is complete. Upon completion of the Registration, a User Account is created for the Participant.

## **5. Participant's User Account**

- 5.1. Together with the conclusion of the Agreement and the completion of the Registration, the Participant is provided with a User Account through which the Participant accesses the Gambling Game. Upon conclusion of the Agreement and completion of registration in the Gaming Area, the Participant is also issued a Participant Card and assigned a personal identification number (PIN) for the Participant Card. The Participant shall access the User Account in the case of Gambling Games operated in the Gaming Space via the Participant Card, or in the case of Technical Games operated remotely via the Internet and Live Games operated via the Internet Application, where the Participant shall enter his/her access data (name and password) entered in the registration form, as may be amended in the future.
- 5.2. The Participant is entitled to participate in the Technical Game operated remotely via the Internet and the Live Game only after logging into the User Account or, in the case of the Technical Game operated via a technical device and the Land-based Live Game, after presenting the Participant Card.
- 5.3. The User Account and the Participant Card may be used exclusively by the Participant. The Participant shall protect his/her access data to the User Account and prevent any third party from accessing the User Account or access data to it. The Subscriber shall also protect his/her Subscriber Card from loss or theft and shall not lend or otherwise provide it to any third party. The Operator shall not be liable for any misuse of the access data or the Subscriber Card caused by the Subscriber. In the event of any suspected disclosure or theft of Access Credentials or their misuse, the Participant must change his/her Access Credentials as soon as possible. In case of suspected disclosure of the PIN to a third party, the Subscriber shall change his PIN. In the event of loss or suspected theft of the Subscriber Card, the Subscriber must notify the Operator as soon as possible, who will block the Subscriber Card; for further

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participation in the Technical Game operated via a technical device, the Participant is required to apply for a new Participant Card.

- 5.4. The Operator shall not be liable for any damage resulting from unauthorised access to the Participant's User Account by a third party, unless this is due to a breach of the Operator's obligation.
- 5.5. Each Participant may have only one User Account with the Operator. The Participant shall use this User Account to participate in all types of gambling games permitted by the Operator, provided that the legal conditions are met.
- 5.6. The Gambling Participant is not entitled to use the funds registered on the User Account in any other way (monetary transactions, legalization of the origin of funds, etc.) than exclusively for the payment of the Gambling bet or for active participation in the Gambling game. In the event that the User's account balance shows a negative balance, the Gambling Participant shall be obliged to pay the incurred debt within 15 (fifteen) days from the date of the Operator's request to pay the incurred debt.

**6. Registered means of payment for the purposes of participation in the Technical Game operated by remote access via the Internet and the Live Game**

- 6.1. The Participant shall provide a number (or other unique identifier) as part of the Registration for the purposes of participation in the Remote Internet Access Technical Game and the Live Game:
  - his or her payment account of which he or she is the owner ("**Payment Account**"); or
  - his/her payment card or other means of payment held by him/her (hereinafter referred to as "**Payment Card**"),

(the Payment Account and the Payment Card are collectively referred to as the "**Registered Payment Instrument**").

The Participant acknowledges that without providing a Registered Payment Method, the Operator may not accept funds into the User's Account in the case of the Remote Access Technical Game and the Live Game and therefore it will not be possible to place any bets in this way.

The Participant acknowledges that without the provision of a Registered Payment Method, the Operator may not transfer funds from the User Account in the case of the Remote Internet Access Technical Game and the Live Streaming Game and therefore any winnings cannot be paid out in this way.

- 6.2. The Participant is not entitled to indicate as a Registered Payment Method in the Registration a payment account of which he/she is not the owner or a payment card of which he/she is not the holder. By entering a payment account or payment card as a Registered Payment Instrument in the Registration, the Participant confirms that he/she is the owner of the said payment account or card. The Participant shall be fully liable in the event of any false, incomplete or misrepresented information about the Registered Payment Instrument and shall indemnify the Operator against any loss incurred by the Operator as a result thereof.
- 6.3. The Operator may refuse to register a Payment Instrument entered by a Participant in the event of any doubt as to the owner or holder of the Payment Instrument, provided that the Participant shall

requested to provide the necessary evidence that he/she is the holder or owner of the payment instrument. In the event of any doubt as to the owner or holder of a payment instrument, the Participant may also be required to prove that he/she is the owner or holder of an already registered payment instrument. In the event that this fact is not proven, the Operator will not consider this payment instrument as a Registered Payment Instrument and will remove it from its records. If no means of payment is registered to the User Account thereafter, the Participant will be required to register such means of payment for the purposes of his/her participation in the Remote Access Technical Game and the Live Game within 7 working days. Until such time as the means of payment has been registered and verified, the Participant will not be allowed to place bets or withdraw funds in the Remote Internet Access Technical Game and the Live Streaming Game.

- 6.4. The Payment Account must be held with a person or the Payment Card must be issued by a person who is authorised to provide payment services in an EU Member State or EEA State. The registered means of payment must always comply with any other conditions specified in the Game Plan or legislation. Otherwise, the Operator is entitled to reject the Payment Account, other means of payment and/or the Payment Card and not to proceed with the Registration.
- 6.5. The Operator shall verify the Registered Payment Instrument in an appropriate manner. For verification, the Operator may use, for example, the first payment made by the Participant through the selected Registered Payment Instrument via the Internet Application on the basis of electronic communication with the financial institutions concerned. If it is not possible to verify the Registered Payment Instrument otherwise, the Operator may require the Participant to submit relevant contractual documentation (e.g. account agreement, payment account statement, internet banking statement, etc.).
- 6.6. As long as the Registered Payment Instrument is not properly verified, i.e. the Participant does not prove that he/she is its owner or holder, the Operator is entitled to refuse the Payment Account or Payment Card and the Participant acknowledges this with all the consequences arising therefrom in the context of the Technical Game operated by remote access via the Internet and the Live Game, i.e. in particular the Participant's inability to place any bet and the Operator's inability to pay out any winnings.
- 6.7. After the Participant has provided the number or other unique identifier of the Registered Payment Instrument, the verification takes place by means of a so-called Crown Payment, which the Participant will be asked to make. A Crown Payment is a verification payment in which a small amount (not exceeding CZK 1) is transferred from the Registered Payment Instrument to the beneficiary's account (the Operator's bank) and this process serves to verify by the Operator's Bank that the Registered Payment Instrument actually exists and that the Participant is its owner. The Participant acknowledges that the funds transferred in this way become the income of the Operator's bank operating this service (as a verification fee) after the verification payment has been made and are not credited to the User's account.
- 6.8. Each Participant may register and have verified several different Registered Payment Means, however, only one will be active at any one time. Funds cannot be transferred from and to a Registered Payment Instrument until it has been verified in accordance with the Terms and Conditions.

- 6.9. The Participant may request the Operator to change the Registered Payment Instrument by a request completed and sent to the Operator via the designated online form in the User Account. The Operator will subsequently contact the Participant regarding further action.

## **7. User account, funds and withdrawals**

- 7.1. A User Account is established on the basis of Registration.
- 7.2. The funds in the User Account are used solely for the purpose of their use in the Gambling Game. The User Account is not intended for the sole purpose of depositing, storing and withdrawing funds. The Participant is not entitled to transfer funds to the User Account or use such funds in any way for any purpose other than the use of the Gambling Game in accordance with these Terms and Conditions and the Game Plan, i.e. for the purpose of participating in the Gambling Game.
- 7.3. Together with the User Account, the Participant is provided with a virtual wallet as a part of the User Account, which is used to keep track of funds, deposits, withdrawals, bets and winnings from the Gambling Game operated in the Gaming Area ("**Land based Wallet**").
- 7.4. Together with the User Account, the Participant is provided with a virtual wallet as a part of the User Account, which is used to record funds, deposits, payouts, bets and winnings from the Gambling Game operated through the Internet Application, through which the Participant performs all monetary transactions in connection with his/her participation in the Gambling Game operated through the Internet Application (hereinafter referred to as the "**Internet Wallet**").
- 7.5. The Participant may only transfer funds to the Internet Wallet from a Registered Payment Instrument and may only receive funds from the Internet Wallet on a non-cash basis to such Registered Payment Instrument.
- 7.6. The Participant is not allowed to deposit funds registered in the Land based Wallet to the Internet Wallet or to transfer funds directly from the Internet Wallet to the Land based Wallet.
- 7.7. The Operator does not allow the transfer of cash or gaming funds in the User Account between the User Accounts of individual Participants. Participants who were using a temporary User Account under the Act as amended prior to the amendment to the Act effective January 1, 2024 may transfer funds from a temporary User Account to a User Account established under the Registration. It is not possible to create a new temporary user account.
- 7.8. Reports on deposits made, bets placed, winnings and other movements in the User Account are available through the Participant's User Account. Upon the Participant's request, the Operator shall provide the Participant with an extract of the data recorded in the User Account within the statutory time limit, provided that the Participant is entitled to submit such a request even after the User Account has been cancelled within 3 years from the date of its cancellation.
- 7.9. If the Participant participates in the Technical Game with multiple currencies, the User Account will contain the cash balances in both currencies separately. In case of participation in the Technical Game or the Live Game in CZK, only the part of the User Account held in CZK is active. In the case of participation in the Technical Game operated via a technical device in the currency€, only the part of the User Account held in € is active.
- 7.10. Funds in the User Account are not subject to interest.

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- 7.11. Withdrawal of funds from the User Account is subject to the terms and conditions set out in the Terms and Conditions and the Game Plan. The Participant shall request the withdrawal of funds in the relevant interface of the Internet Application or the Game Area. Unless there is a reason for refusal, delay or postponement of the payment of the funds in accordance with the Game Plan or legal regulations (in particular the Gambling Act or the AML Act), the Operator shall pay the funds without undue delay by the method chosen by the Participant in accordance with the Game Plan.
- 7.12. The Operator is entitled to specify the minimum and maximum amount of funds to be paid out for each payout method in the Game Plan.
- 7.13. The Operator is entitled to withhold tax or other mandatory levy, if provided for by law and in the amount provided for by law, on funds to be withdrawn from the User Account before they are paid to the Participant.
8. **Self-limiting measures, changes thereto**
- 8.1. The Participant is obliged to set up, or at least individually reject, the self-limiting measures pursuant to the provisions of Section 14 et seq. of the Act as part of the Registration process, in principle before the User Account is established.
- 8.2. Operator shall not Participant in any way encourage to mitigate/cancel/not adjust self-limiting measures.
- 8.3. The Operator will not allow the Participant to participate in the Gambling Game if this would violate the self-limiting measure set by the Participant. The Participant shall have no claim against the Operator in respect thereof.
- 8.4. The Participant may change the individual self-limiting measures once per calendar day within his/her User Account. If the Participant relaxes the self-limiting measures, the change shall be effective from:
- the beginning of the seventh (7th) calendar day after the date the mitigation is set, if the self-limiting measure is calendar day related; or
  - the calendar month immediately following the calendar month in which the mitigation is set, or the beginning of the seventh calendar day after the date the mitigation is set, whichever is later, if the self-limiting measure is a calendar month.
- 8.5. In the event that the Participant tightens the self-limiting measure, the Operator shall make such change effective immediately.
- 8.6. Self-limiting measures are set in Czech crowns. For the purpose of participation in the Technical Game operated via technical equipment in the Euro currency, the value of the set self-limiting measures in Czech crowns shall be converted into Euro currency at the Centrally determined exchange rate.
- 8.7. The Operator shall notify the Participant of the offer of use and the status of the set self-limiting measures each time he logs into the User Account.



- 8.8. The self-limiting measures set by the Participant shall always be observed by the Operator in relation to the User Account, regardless of the method of operation of the Gambling Game (both types of operation apply together).
- 8.9. The Operator allows Participants to use a means to prevent participation in the Gambling Game ("**Panic button**").
- 8.10. The Panic Button shall be available to the Participant both on the Internet Application and in the Gaming Area, visibly and in a manner that does not raise any doubt as to the meaning, purpose and manner of its use. The Operator shall provide the Participant with additional explanatory information regarding the meaning, purpose and manner of use of the Panic Button by means of an information message in the Internet Application and, upon request, by means of a briefing by the Operator's staff in the Gaming Area.
- 8.11. In the event of activation of the Panic Button, the Operator shall not allow the Participant to place a bet in any Internet gambling game operated by the Operator for a period of 48 hours from the moment of its use. At the same time, the Operator will forward the information about the activation of the Panic Button to the Ministry of Finance, which will result in an entry in the RVO. The Participant acknowledges that according to the Law, deletion from the RVO will be made no earlier than 48 hours after the activation of the Panic Button.
- 8.12. Upon use of the Panic Button, the Operator will offer the Participant a simultaneous request for long-term enrollment in the RVO and, if the Participant indicates a willingness to make such a request, the Operator will facilitate such enrollment. In this case, the Operator will then forward the information about the submission of the request for long-term enrolment in the RVO to the Ministry of Finance. The Participant's right to submit a request for long-term enrolment in the RVO without activating the Panic Button is not affected.
- 8.13. Each time a Participant logs in to his User Account, the Operator shall verify that the Participant is not enrolled in the RVO. A Participant who is enrolled in the RVO shall not be allowed by the Operator to use his User Account for as long as he is excluded from participation in gambling for that reason. The Participant acknowledges that if enrolled in an RVO, the Operator (or other operators) may not:
  - a) allow access to the Game Area,
  - b) create a User Account,
  - c) allow you to place a bet in a game of chance through your User Account,
  - d) allow the deposit of funds into the User Account.

## **9. Bonuses, VIP programs and other benefits**

- 9.1. The Operator may offer bonuses, VIP programs and other similar benefits and promotions to Participants. The terms and conditions of such bonuses, programmes, benefits and promotions will always be available on the Internet Application, the Website or on the Operator's website [www.bonver.cz](http://www.bonver.cz).

## **10. Other rights and obligations of the Subscriber**

- 10.1. The Participant is obliged to submit to the necessary identification and other checks of the Participant and his/her transactions when participating in the Gambling Game in accordance with the AML Law, and to provide all necessary cooperation to the Operator for this purpose.



10.2. The Participant shall notify the Operator without undue delay (e.g. by modifying the details in the User Account or otherwise) of any changes in the Participant's identification, contact and other details provided at the time of Registration or otherwise relevant to the Participant's participation in the Gambling Game (including, for example, the fact that the Participant has become a Politically Exposed Person within the meaning of the AML Law, etc.).

10.3. In the event of a breach of any of the obligations set out in paragraphs 10.1 and 10.2 of the Terms and Conditions, the Operator shall be entitled to deny the Participant the transaction in question or suspend the Participant's User Account and further ability to participate in the Gambling Game. The Participant may request the Operator to terminate his User Account by sending an e-mail to the Operator's contact address [.podpora@bonvercasino.cz](mailto:podpora@bonvercasino.cz)

## **11. User and property rights to the Gambling Game**

11.1. The Participant acknowledges that the Gambling Game and its content are protected by intellectual property rights, in particular as copyright works, or as trademarks, industrial designs and other similar protected intangible assets within the meaning of the relevant legislation (hereinafter collectively referred to as "**Protected Goods**").

11.2. The Participant is entitled to use the Protected Assets made available by the Operator only to the extent and in the manner necessary to participate in the Gambling Game, in accordance with the Game Plan and these Terms and Conditions. The right to use the Protected Assets is granted to the Participant as a non-exclusive right, limited to the above-mentioned purpose, in the territory of the Czech Republic and for the duration of the Agreement, but no longer than for the duration of the property rights to the Protected Assets. The right to use the Protected Assets is granted free of charge.

11.3. The Participant shall not be entitled to use the Protected Assets otherwise than as provided in paragraph 11.2 of these Terms and Conditions. The Participant may use the Protected Assets only for its own personal purposes and shall not be entitled to use the Protected Assets for its own business activities or the business activities of a third party. The Participant is expressly prohibited from interfering with the Protected Assets in any way, modifying or altering them in any way, changing their titles or the name of the author, combining them with other works or Protected Assets or including them in collective works. Participant may not grant a license to the Protected Goods to a third party ( sublicense) or assign the right to use the Protected Goods to a third party. The Participant is expressly prohibited from publishing or permitting the publication of the Protected Assets in such a way that third parties may make unauthorized copying or other misuse of the Protected Assets.

11.4. Participant and Operator exclude all statutory licenses and free uses within the meaning of applicable law in favor of Participant with respect to the Protected Assets that may be contractually excluded.

11.5. In the event that the Participant uploads to the Gambling Game or otherwise provides any of his/her content to the Operator (especially within the User Account), the Participant warrants to the Operator that he/she has all necessary rights to such content and that by uploading it to the Gambling Game or otherwise providing it to the Operator, he/she does not unlawfully interfere with any third party's rights or violate any law. He also grants to the Operator the right to use such Participant Content free of charge for the purpose for which he provides the content to the Operator, to the extent and in the manner appropriate.

## **12. Participation in the Gambling Game**

- 12.1. The Participant's participation in the Technical Game and the Live Streaming Game will be interrupted for at least 15 minutes each time after 120 minutes or after the time limit set by the Law, during which time the Participant will not be allowed to participate in any Technical Game and the Live Streaming Game. In the event that the Participant does not participate in the Technical Game and the Live Streaming Game for a period of at least 15 minutes, the time period under this paragraph shall commence from the beginning. If the maximum participation time in the Technical Game and the Live Streaming Game is reached during the commencement of the Technical Game or the Live Streaming Game, i.e. the Technical Game or the Live Streaming Game is not completed, the Participant's participation in the Technical Game and the Live Streaming Game will only be terminated after the end of the Technical Game or the Live Streaming Game, i.e. the completion of the Technical Game or the Live Streaming Game
- 12.2. Where individual Gambling Games contain bonus games, such bonus games are not a separate Gambling Game, but together with the main game form a single Gambling Game.
- 12.3. During the course of a single game, the Participant may not make additional wagers and the Operator shall ensure that no game will not be less than 2 seconds.
- 12.4. If an active Participant action is required to continue a single game of Gambling, such active Participant action shall have no effect on the outcome of the game of Gambling.

### **13. Use of the Gambling Game**

- 13.1. The Remote Internet Access Technical Game and the Live Streaming Game are operated in a "platform as a service" mode, i.e. the Participant is only entitled to access the Remote Internet Access Technical Game and the Live Streaming Game remotely and will not receive any copy of the Remote Internet Access Technical Game or the Live Streaming Game.
- 13.2. The costs of accessing and using the Remote Internet Access Technical Game and the Live Game shall be borne by the Participant (in particular the cost of the Internet connection, the cost of deposits including bank charges for the transfer of funds by the Participant, etc.).
- 13.3. The Participant agrees to the use of remote communication facilities for the conclusion of the Contract by electronic means and Registration; the cost of these shall not differ from the normal rates of the respective communication service providers.
- 13.4. The Remote Internet Access Technical Game and the Live Streaming Game are provided to the Participant "as is", i.e. without warranty or liability claims. The Participant hereby expressly waives any other claims for defective performance. Similarly, this paragraph shall also apply to the content of the Technical Game operated by remote access via the Internet and the Live Game transmitted, in particular the individual games of chance within it, unless the Game Plans provide otherwise in a particular case. This is without prejudice to the Operator's obligation to refund the deposit in a game that has not been played, if applicable, on the basis of a User's claim, all under the terms and conditions and in accordance with the Game Plan and the Terms and Conditions
- 13.5. The Participant acknowledges that the Operator uses reasonable efforts to ensure the security of the transmitted information when creating and operating the Remote Access Technical Game and the Live Game. However, the Operator shall not be liable for any breach of security of the Platform and the transmitted information that occurs independently of the Operator's will despite the Operator's reasonable efforts to secure the information.

13.6. The Operator undertakes to use reasonable efforts to make the Gambling Game available and functional. The Participant acknowledges, however, that despite such efforts by the Operator, the Gambling Game or its individual parts may not always be fully available, in particular due to necessary maintenance of the Operator's hardware and software equipment or necessary maintenance of third party hardware and software equipment. The Operator shall not be liable for the unavailability or non-functionality of the Gambling Game, or any part thereof, caused by the failure or error of a third party or any other circumstance which has arisen independently of the Operator.

13.7. The Operator shall be entitled to make changes to the content and functions of the Gambling Game and the Internet Application at any time without prior notice (subject to the approval of changes by the Ministry of Finance where expressly required under the Act). This is done automatically and these Terms and Conditions shall apply to the updated Gambling Game. The Participant is not entitled to reject the changes. However, the Participant is free to terminate his/her use of the Internet Application or his/her participation in the Gambling Game at any time.

#### **14. Protection of rights**

14.1. The Participant is obliged to use the Internet Application and participate in the Gambling Game exclusively in accordance with the legal regulations, the Game Plan, the Terms and Conditions and, where applicable, other terms and conditions issued by the Operator and published on the Internet Application or on the Website (rules of bonuses, promotions, clubs, etc.):

- not attempt to influence the course or outcome of the Gambling Game;
- not to make unauthorised use of someone else's payment means;
- not to interfere with the rights of third parties when using the Gambling Game or as a result thereof; or  
Operator;
- will not tamper with the Gambling Game, the hardware and software used to operate the Gambling Game or any other Protected Assets, and will not attempt to gain access to the Internet Application, the Gambling Game and/or your User Account by any means other than using the designated access credentials; in particular, he/she shall not reproduce, modify, decompile or otherwise interfere with the Gambling Game or the Protected Assets in any way, including the related source code and related documentation, unless expressly authorised to do so, nor use the Internet Application or any device to participate in a Technical Game operated through a technical device in any way that could damage it;
- not use the Game of Chance in any way to infringe the rights of others, in particular to infringe intellectual property rights, privacy or data protection, personality rights, etc., to act unfairly or otherwise act unlawfully;
- not use the Gambling Game to send unsolicited messages, malicious computer programs or other illegal or harassing content;
- tampering with, altering, defacing or counterfeiting Value Chips, cards or Prize certificates,
- defacing, damaging or destroying the Live Game table,
- will not conceal, disguise or falsify his identity or other information concerning his person, personal and financial circumstances and his Gambling related transactions relevant to

identification and control of the Participant under the AML Act or otherwise influence the process identification;

- not allow another person to use the Gambling Game through his User Account;
- not tamper with the balance (cash or gaming funds) in his User Account or in the User Account of other persons;
- not pollute, damage or destroy the technical equipment through which the Gambling Game is operated;
- not to pollute, damage or destroy the equipment of the Gaming Area and its service areas;
- will not behave in the Gaming Space in a manner that harasses or is likely to harass other visitors to the Gaming Space;
- not to annoy other visitors to the Gaming Space by dirty clothes, smell or appearance when visiting the Gaming Space;
- not access the User accounts of other Users.

14.2. In the event of the Participant's actions in violation of the above obligations, the Operator has the right to exclude the Participant from participation in the Gambling Game for a limited or indefinite period of time. The Operator shall state the reason for excluding the Participant from participation in the Gambling Game. In such case, the Operator will allow the Participant to complete the current Game, log the Participant out of participation in the Gambling Game and allow the Participant to withdraw funds (balance) in his/her User Account.

14.3. In the event of the Participant's actions in violation of the above obligations, the Operator has the right to ban the Participant from the Gaming Area and impose a ban on the Participant from visiting the Operator's Gaming Areas for a limited or unlimited period of time. The Operator shall state the reason for banning the Participant. If the conditions for expulsion from the Gaming Space are met, the Operator shall allow the Participant to complete the current Game, log the Participant out of the Gaming Game and allow the Participant to withdraw funds (balance) from his User Account.

14.4. In the event that the Participant, by his/her actions in breach of the obligations under clause 14.1 of these Terms and Conditions, is proven to have unlawfully obtained or attempted to obtain a financial benefit, the Operator shall be entitled not to pay the Participant the funds obtained by such actions and the Participant's actions may be subject to criminal prosecution.

14.5. In the event that, as a result of a technical error, there is any unjustified change in the balance of the Participant's User Account, the Participant shall inform the Operator thereof without undue delay. The Operator shall be entitled to adjust the Participant's balance to reflect the actual balance without further delay. The Participant has the right to complain about the Operator's actions in accordance with the Terms and Conditions and the Game Plan.

14.6. The Operator shall not be liable to the Participant for any damages, unless the claims are claims that cannot be validly waived by the Participant (e.g. intentional infliction of damage by the Operator, damage caused by gross negligence of the Operator).

## **15. Account blocking and suspension**

15.1. In the event of a breach of any of the Participant's obligations under these Terms and Conditions, the Game Plan or the law, the Operator has the right to refuse to execute an individual transaction,

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block the Participant's ability to participate in gambling or suspend access to the User Account, at the Operator's sole discretion. The Operator shall notify the Participant of such action in an appropriate manner.

15.2 In the event that a measure is taken pursuant to paragraph 15.1 of these Terms and Conditions, and if the other conditions under the Terms and Conditions and the Game Plan are met, the Operator shall not be obliged to pay the Participant any winnings from his User Account.

15.3 The Participant has the right to complain about the Operator's actions in accordance with these Terms and Conditions.

## **16. Duration and termination of the contract**

16.1. The Contract is concluded for an indefinite period and its duration is linked to the duration of the User Account. Upon cancellation of the User Account, the Contract shall terminate.

16.2. The Participant is entitled to terminate the Agreement at any time, even without giving any reason. In such case, the Participant shall send a request for cancellation of the User Account to the e-mail address [podpora@bonvercasino.cz](mailto:podpora@bonvercasino.cz), or send the request by mail to the Operator's registered office address, or use the procedure for cancellation of the User Account via the Internet application. The Subscriber will be informed of the receipt of the request by a confirmation sent to him/her using any appropriate contact details and containing all the elements required by the Law. Until the User Account is fully cancelled, the Participant may withdraw his/her request, in which case the Operator shall be entitled to reimbursement of the expenses demonstrably and reasonably incurred in connection with the cancellation of the User Account.

16.3. The Operator is entitled to terminate the Agreement by notice sent to the Participant via any of the Participant's contact details, for:

- the Participant allowing a person who is not entitled to participate in the Gambling Game to participate in the Gambling Game, namely in particular because he/she is registered in the RVO or is under 18 years of age,
- sharing of the User Account by the Participant with other persons,
- deliberate misrepresentation of information by the Participant during the Registration process or any circumvention of the AML/CFT measures under the AML Act;
- Influencing or attempting to influence the outcome of the game by the Participant;
- fraudulent conduct or attempted fraudulent conduct by the Participant;
- misuse of foreign payment funds by the Participant;
- Failure by the Participant to return funds after an unauthorised credit of winnings;
- death of the Participant;
- Participant's User Account balance being zero for more than twelve (12) months or Participant's failure to log in to his/her User Account for 24 months;
- a material breach of an obligation under the Act by the Participant in connection with participation in Gambling through the User Account;

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- the Participant's conduct contrary to good morals or public order, in particular vulgar, harassing or otherwise inappropriate behaviour in communication with the Operator or other Participants (e.g. Chat), repeated sedition in the Gaming Space, damaging the Operator's property in the Gaming Space or other conduct in the Gaming Space that reaches the intensity of a misdemeanour or a criminal offence (e.g. disorderly conduct, intense drunkenness with damage, fighting) or other conduct referred to in paragraph 14.1. of these Terms and Conditions;
- the termination of the Operator's base licence for the Technical Game or Live Game for which it is A user account is created without a new user account being added to the expired basic authorisation;
- to protect the Participant if continued participation in Gambling could seriously endanger the Participant's life or health, in particular due to the Participant's gambling addiction;
- termination of the business relationship pursuant to the AML Act if the Participant fails to provide the necessary cooperation in control or identification or if there is any other reason for which the Operator, as an obliged person under the AML Act, is obliged to terminate the business relationship pursuant to Section 15 of the AML Act.

16.4. The Operator shall always specify the reason for termination in the notice.

16.5. The Participant has the right, if he/she believes that the Operator's termination is unjustified or has doubts about the correctness of the termination of the User Account, to appeal against the Operator's termination within 15 days from its delivery, in which he/she is obliged to state the reasons for his/her doubts and what he/she sees as the Operator's incorrect procedure. The Operator is obliged to acknowledge receipt of the objection without undue delay and to provide the Participant with a written explanation within 30 days from the date of receipt of the objection. If the objection is justified, the Operator shall not cancel the User Account and the notice shall not be taken into account.

16.6. If notice is given, Operator shall:

- a) immediately prevent the Participant from placing a bet in the Gambling Game and depositing funds into the User Account; and
- b) promptly inform the Participant, using the Participant's valid contact details, of the cancellation of the User Account, of the reason indicating that the User Account cancellation condition has been met and of the possibility to object to this procedure; this does not apply if the User Account is cancelled due to the death of the Gambling Participant,
- c) evaluate all games of Gambling, if permitted by the Act; if the User Account is cancelled due to the cancellation or termination of the Basic Permit, the Operator shall, instead of evaluating the game of Gambling, return to the Participant the deposit in the game of Gambling whose evaluation is to take place after the date of cancellation or termination of the Basic Permit,
- d) in accordance with consumer law, settle the defective performance rights relating to related to the Gambling Game exercised up to the date of the evaluation of all bets pursuant to paragraph (c),
- e) consider any objection raised by the Participant to the cancellation of the User Account; and

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- f) attempt to pay the Participant all funds recorded in the User Account no later than 30 days from the date on which the last of the steps under subparagraphs (a) to (e) above, using the payment details available to it from the Participant and, if not available, by postal order to the Participant's home or permanent or other similar residence address, if a postal order can be sent to that address.
- 16.7. In the event of termination, the Operator shall allow the Participant access to his User Account until the date of termination, without prejudice to paragraph 16.6(a).
- 16.8. If notice is given, the User Account shall be terminated on the earlier of the date on which the User Account has been fully withdrawn following the completion of the steps in paragraph 16.6(a) to (e) or the expiry of the time limit in paragraph 16.6(f).
- 16.9. The expiration of the time limit under paragraph 16.6(f) shall not extinguish the claim for payment of funds from the User Account recorded in that User Account on the date of its termination.
- 16.10. In the event of termination or cancellation of the Agreement, all rights of the Participant shall be terminated or extinguished to the Protected Assets.
- 16.11. If the Participant is in the Gaming Space at the time of cancellation of the User Account, any balance of funds registered in the User Account, to the extent that it does not exceed CZK 270,000, will be paid to the Participant in cash before leaving the Gaming Space. If for any excusable reason the balance cannot be paid to the Participant before his/her departure from the Gaming Space, the Operator shall pay the balance within 60 days from the date of cancellation of the User Account. In the event that the User Account is cancelled without withdrawal of funds, all funds recorded in the User Account shall be returned to the Participant within the statutory period using the payment details available to the Operator from the Participant and, if not available, by postal order to the Participant's home address or place of permanent or other similar residence, if a postal order can be sent to that address.
- 16.12. In the event of cancellation of the User Account, information about any self-limiting measures set by the Participant will be stored in the Operator's system, at least for the period of time for which the self-limiting measures would have been in effect if the User Account had not been cancelled. If a Participant cancels a User Account and establishes a new User Account with the Operator within 7 calendar days and a self-limiting measure was in effect at the time the User Account was cancelled, the Operator will not allow that Participant to set a less restrictive self-limiting measure during Registration.
- 16.13. In the event of cancellation of a User Account at the request of a Participant, Operator shall issue a confirmation of the request to such Participant, if requested by the Participant.
- 16.14. The Operator shall be entitled to set off its claims against the Participant, if any, before refunding funds from the User Account or paying out any prizes from the User Account.
- 17. Support, complaints, out-of-court dispute resolution**
- 17.1. A Participant who has not been paid his/her winnings may claim his/her winnings through Website or via the Operator's electronic address: [podpora@bonvercasino.cz](mailto:podpora@bonvercasino.cz).



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The Operator will carry out the necessary investigation. If the complaint is not satisfied, a report will be drawn up and sent by the Operator to the Participant at the e-mail address provided during Registration within 7 days of the receipt of the complaint by the Operator. The report shall record the identifying details of the Participant who submitted the complaint, including telephone number and email address, and information about the submission of the complaint.

- 17.2. Any manipulation of the Claim Report by the Participant which is contrary to these Terms and Conditions or the Game Plan shall render the Claim Report invalid and, if the Claim relates to the payment of a prize, the Participant shall irrevocably forfeit to the Operator the right to payment of the prize on the basis of such invalid Claim Report. If such tampering with the Claim Log is for the purpose of misappropriating prizes, it shall have serious consequences and the Participant shall expose himself to the possibility of criminal sanctions.
- 17.3. If the investigation of the Claim Report determines that the balance of funds in the User's Account is incorrect, the Operator will determine all movement of funds in the User's Account in the Operator's system history. In the event that the investigation determines an error, the Operator shall arrange for correction by paying the difference to the Participant.
- 17.4. In the event that the status of the Participant's self-limiting measures is inconsistent with the set values, the Participant may complain about this via the Internet Application or to the Gaming Operator. The Operator will check the status of the Participant's Self-Restriction settings in the Operator's system history. In the event that the investigation reveals a discrepancy between the Participant's settings and the settings in the Operator's system, the Operator shall ensure that the Operator's system settings are corrected.
- 17.5. The Participant may also complain about defects not expressly mentioned herein or in the Game Plan via the Internet Application or to the operator in the Gaming Area. The Participant may also complain about defects by sending an e-mail with a description of the defect found and the reasons for the complaint to the Operator's e-mail address: [podpora@bonvercasino.cz](mailto:podpora@bonvercasino.cz).
- 17.6. The Participant shall claim immediately after the occurrence of the claimed event, but no later than within 6 months of its occurrence. This is without prejudice to the Participant's right to claim the prize by way of a claim within 1 year, unless the prize has been credited to the User Account automatically.
- 17.7. The Operator will send the Participant an acknowledgement of receipt of the claim immediately upon receipt and will ensure that the claimed defects are investigated and, if applicable, rectified. The acknowledgement of receipt of the claim shall include at least the date on which the Participant submitted the claim, what is the content of the claim, the method of handling the claim requested by the Participant and the contact details of the Participant for the purpose of providing information on the handling of the claim.
- 17.8. The Operator shall investigate the complaint properly and the Operator shall notify the Participant of the outcome of the complaint procedure within 30 days of the Participant's claim by telephone or e-mail according to the information provided by the Participant. The result of the complaint procedure and the findings of the complaint investigation shall be recorded in a report which the Operator shall send to the Participant at the e-mail address specified in the report within 7 days of the notification of the result of the complaint procedure to the Participant.



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- 17.9. The Participant may object to the settlement of the complaint within fifteen days of being notified of the outcome of the complaint procedure. The Director of the Operator shall decide on the objection.
- 17.10. The costs of the complaint shall be borne by each party.
- 17.11. Claims submitted in a manner other than as provided for in these Terms and Conditions shall not be taken into account.
- 17.12. In the event that a consumer dispute arises between the Operator and the Participant as a consumer in connection with participation in the Gambling Game, which cannot be resolved by mutual agreement, the Participant may submit a proposal for out-of-court resolution of such dispute to the designated entity for out-of-court resolution of consumer disputes, which is: the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, email: [adr@coi.cz](mailto:adr@coi.cz), website: [adr.coi.cz](http://adr.coi.cz). The Participant may also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.
- 17.13. If the dispute between the Participant and the Operator cannot be resolved amicably, the courts of the Czech Republic are competent to decide on disputes between the Operator and the Participant and the law of the Czech Republic is applicable.

## **18. Personal data**

- 18.1. The Participant acknowledges that in the context of participation in the Gambling Game, as a result of the fulfilment of the Operator's obligations set out in the Act, the AML Act or other legal regulations, his/her personal data will be processed by the Operator as a personal data controller in accordance with the GDPR and the ZZOZ. Information on the processing of the Participant's personal data by the Operator is provided in the document "Personal Data Protection", which is available at <https://www.bonver.eu/ochrana-osobnich-udaju>.
- 18.2. In the event of a change in the Participant's contact or identification data, the Participant is obliged to notify the Operator of such change without undue delay, no later than within 3 (three) days of such change, primarily by modifying the data in his User Account. Upon request, the Participant shall prove to the Operator the truthfulness and accuracy of the changed data.
- 18.3. The Operator may continuously check the correctness of the Participant's identification and contact details during the duration of the User Account using appropriate means of communication and the Participant is obliged to provide the Operator with cooperation.

## **TECHNICAL GAME OPERATED THROUGH TECHNICAL EQUIPMENT DIRECTLY OPERATED BY THE PARTICIPANT LOCATED IN THE GAMING AREA**

## **19. Conditions of participation in the Technical Game operated via technical equipment**

- 19.1. For the purposes of this section, Technical Game means only Technical Game operated via Technical Equipment, unless otherwise stated. The Technical Game is operated on the Gaming Premises. A valid and effective version of the Game Plan for the Technical Game shall be available at all times in a conspicuous place in each Gaming Space in paper form.

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- 19.2. The Operator shall not participate in the Technical Game operated by it on technical equipment authorised by it or authorise any other person to participate in such participation. A person who carries out an activity related to the operation of the Technical Game for the Operator may not participate in a game of chance in the Gaming Area where he carries out such activity.
- 19.3. The Operator shall not allow a Participant to participate in the Technical Game on multiple Technical Devices at the same time under the User Account.
- 19.4. In the event that during the course of one game of the Technical Game, there is a connection failure or other malfunction or other circumstance that results in the failure to display or complete a played game of the Technical Game, such game of the Technical Game will be completed as follows, depending on the type of Technical Game involved:
- a) A Technical Game for which completion of the game is not contingent on the Participant's action will be automatically closed and the result of the game will be displayed in the statement of closed bets within the User Account;
  - b) A Technical Game that requires action by the Participant to complete the game will be completed by the Participant at the next time the Participant logs on to the relevant Technical Device, and play of the Technical Game will resume from the point at which it was interrupted.
- 19.5. Each Technical Device allows Participants to view the simplified content of the Game Plan within the scope of each Technical Game directly on one of the screens of the Technical Device. Participants may also consult the overall content of the Game Plan in paper form within the Gaming Area. The simplified content must not contradict the full Game Plan.

## **20. Access to the Game Area and information obligation**

- 20.1. Every time a visitor to the Operator's Gaming Space, including a Participant, enters the Gaming Space, he/she must be identified (the method of identification and data retention is governed by the AML Act), his/her age must be verified and it must be checked that the visitor is not registered in the RVO. If a visitor to the Gaming Space, i.e. a Participant, is registered in the RVO, that visitor will not be admitted further to the Gaming Space. For this purpose, the Participant shall present his/her Participant Card to the Gaming Space Operator and, if the physical form of the Participant Card cannot be verified, his/her ID Card. Upon presentation of the Participant Card or ID Card, the Gaming Space Operator shall identify the Participant - i.e. verify that he/she is registered and that he/she is the Participant who is identical to the holder of the Participant Card or ID Card and allow him/her to enter the Gaming Space. At the same time, the Participant is recorded in the daily register of visitors to the Gaming Area. A Visitor who is not registered shall present his/her ID Card to the Gaming Area operator upon entry.
- 20.2. If the Gaming Space Operator finds that the Participant's behaviour, dirty clothes, smell or appearance annoys or could annoy other visitors to the Gaming Space, he/she is entitled to refuse him/her entry to the Gaming Space.
- 20.3. The Operator shall post at each Gaming Position in a legible and conspicuous manner, accessible to the Participant at all times, on the Technical Game:
- a) the Operator's identification and contact details,

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- b) identification and contact details of the institution dealing with the prevention and treatment of problems related to pathological gambling,
- c) information on the prohibition of participation in gambling by persons under 18 years of age,
- d) a warning that participation in gambling may be harmful,
- e) an offer to use self-restraint measures,
- f) A game plan,
- g) the amount of the highest bet and the highest prize, if the nature of the Technical Game allows; and
- h) a time display visible at all times while participating in the Technical Game.

## **21. User Card**

- 21.1. For the purpose of issuing a Participant Card, the Registrant may provide the Operator with a photograph showing his/her physical appearance or allow the Operator to take such a photograph. If the Registrant does not provide the photograph or allow it to be taken, the Participant Card will not display the physical form of the Participant. The Registrant will be advised that in such a case it will not be possible to verify his/her physical appearance from the Participant Card and such Participant will always be required to present his/her ID upon entering the Gaming Area in order to participate in the Technical Game.

## **22. Placing bets**

- 22.1. Only cash is accepted as the subject of a deposit or wager in a Technical Game operated via the Technical Facility. The gaming currencies of the Technical Game are the Czech koruna and the euro, the respective currencies are indicated within each Technical Game as indicated below:

- ***Czech koruna as "CZK" or "CZK",***
- ***Euro as "EUR".***

- 22.2. The limits for the amount of the highest bet and the highest prize and the value of the minimum and maximum win shares common to all Technical Games operated in the Gaming Area are as follows:

Max bet: CZK 100/game, CZK 1,000/casino

Max win: 50,000 CZK/game, 500,000 CZK/casino Winning

percentage 75.00-99.00 %

Values in the game currency Euro (€) are valid at Centrally Set Odds.

- 22.3. It is not possible to play both currencies together on one technical device. After depositing funds into the coin/banknote acceptor, the balance on the User's account (in the Credit field) is only in that currency. Upon completion of participation in a technical game on a given technical device, the operator will always withdraw all funds recorded in the Credit field of the User Account (hereinafter referred to as "Credit" or "Credits"), or the Participant may use the Credit on another technical device located in the same Gaming Area that allows the transfer of

Credit. In this case, the Credits are registered in the Participant's User Account and after logging on to another technical device that allows the transfer of funds from the User Account, the balance from the User Account will be transferred to the Credit field of the technical device. Before leaving the Gaming Area, the Participant is always obliged to ask the operator to withdraw all funds (Credit) from the User Account. If all the funds (Credit) from the User Account are not withdrawn directly in the Gaming Space, then the Operator shall immediately invite the Participant via any contact details or in person to collect the balance in any Gaming Space or to provide the Operator with the unique identifier of the payment account held with a person authorised to provide payment services in an EU Member State or in a State which is a contracting state of the Agreement on the European Economic Area. In the event that the Participant fails to provide the payment account number even after a subsequent request by the Operator or fails to withdraw all funds (Credit) from the User Account directly in the Gaming Space, the Operator is obliged to repeat the procedure of sending the request by registered letter to the Participant's home address or correspondence address every 12 months until the expiry of the period of limitation for unjustified enrichment in accordance with the Civil Code. The Operator shall deduct from the balance of any funds (Credit) in the User's Account the costs charged by the carrier for sending repeated notices by registered mail. The Operator is not obliged to repeatedly call the Participant by registered letter if the balance of funds (Credit) in the User Account does not exceed the cost charged by the carrier for sending the registered letter.

22.4. The specific values of the following Technical Game limits are listed within the rules of each Technical Game:

- a) the minimum and maximum bet per game of the Technical Game,
- b) the amount of the minimum winning stake of the Technical Game,
- c) the amount of the statistical average hourly loss of the Technical Game.

22.5. The placing of bets on a Technical Game can only be done using technical equipment. The Operator will only allow the Participant to participate in such Technical Games that are part of the Game Plan.

22.6. A condition for placing a bet on a Technical Game is logging into the User Account via the Participant Card. The Credit field becomes part of the User Account. The Coin and Banknote Acceptors will then be unblocked for coin or banknote insertion. Therefore, the Participant can also increase the amount indicated on the "Credit" display by inserting coins (valid only for the currency "CZK" or "CZK") or by inserting banknotes.

By inserting coins of CZK 1, 2, 5, 10, 20 or 50 (depending on the technical equipment and software settings) into the coin acceptor, the value of CZK 1, 2, 5, 10, 20 or 50 is added to the "Credit" display.

Inserting 100, 200, 500, 1000, 2000 or 5000 "Kč" banknotes (depending on the equipment) into the banknote acceptor, the value of 100, 200, 500, 1000, 2000 or 5000 "Kč" (depending on the equipment) is added to the "Credit" display.

Inserting 5, 10, 20, 50, 100, 200 or 500 "EUR" notes (depending on equipment) into the banknote acceptor, the value of 5, 10, 20, 50, 100, 200 or 500 is added to the "Credit" display "EUR" (depending on the equipment).

The method of deposit is dependent on the specific configuration of the Technical Game equipment and individual deposit methods may be restricted or prohibited or, where applicable, limited to accepting only some of the coins or notes listed above. The Participant is informed about the values of acceptable coins and banknotes directly at the Technical Game equipment. Once the Participant has logged into the User Account, it is possible to select the Technical Game in which the Participant may participate. The rules of each Technical Game and the method of play for each individual Technical Game are included in the Game Plan.

- 22.7. The Participant selects a specific Technical Game from the Technical Device menu via the touch screen. The amount of the bet is governed by the Game Plans of each Technical Game. For some Technical Games, the Participant may also select the number of game lines and the bet amount for each of them or the total bet per game.
- 22.8. The bet placement is the moment when the Participant selects the start of the game after selecting the Technical Game, the number of game lines for games that allow it, the bet amount per line or the whole game. The Participant selects the start of the game via the touch screen of the Technical Device or by pressing the appropriate button. At the moment of the game start, the bet is placed and the corresponding amount is deducted from the Participant's User Account from the Credit field at the latest before the end of the game. By placing a bet, the Participant accepts the provisions of the Game Plan of the specific Technical Game as binding.
- 22.9. A bet may be placed if the amount of the bet is less than or equal to the balance in the User Account or the Participant's Credit screen and the Participant's bet parameter settings correspond to the Game Plan of the Technical Game in question.
- 22.10. The Participant is responsible for the correct placement of the bet.
- 22.11. The database of the server to which the Technical Devices are connected registers all bets, winnings and number of Games within each Technical Game offered as cumulative values, as well as all individual deposits, payouts, bets, winnings and number of Games in total for all gambling games offered by the Operator together. The database of the server to which the Technical Devices are connected also maintains a history of the last 25 to 1,000 Gaming Phases (depending on the equipment) conducted on specific Technical Devices.

### **23. Evaluation of bets, eligibility and payout of winnings**

- 23.1. The outcome of the game is determined in its entirety by comparing the results of the random process formed by the RNG with the Scoring Table included in each individual Technical Game and corresponding to the Game Plan. This random process cannot be influenced by the Operator, the Participant or any other third party and the outcome of the random process is not known to anyone in advance. The game always starts by pressing the "Start/Collect Winnings" button (or the "Auto Start" button) to start the game and always ends by displaying the result of the game. If the resulting combination of symbols at the end of the game phase matches any of the winning combinations listed in the scoring table, the result of the game phase is displayed on the technical equipment screen.
- 23.2. An Entrant is entitled to win if the following conditions are cumulatively met:
  - a) the outcome of the game corresponds to the winning combination specified in the rules of the specific Technical Game contained in the specific section of the Game Plan; and
  - b) there has been no breach of the Game Plan, the Terms and Conditions, the Act or any other legislation.

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- 23.3. Only cash may be the subject of a prize.
- 23.4. After the end of the Technical Game in which the Participant has achieved a winning combination and the other conditions under paragraph 23.2. are met, the Operator shall ensure that the funds are credited to the Participant's User Account.
- 23.5. To terminate participation in the Technical Game, the Participant is obliged to remove the Participant Card from the reader on the technical device. Subsequently, the funds are paid out in the manner specified in paragraphs 23.6. and 23.7. of these Terms and Conditions. To withdraw the funds, the Participant is obliged to call the Game Room operator via the "Withdrawal" button.
- 23.6. The Operator shall pay the funds from the User Account to the Participant upon his/her request after logging out of the User Account and terminating participation in the Technical Game in cash after verification of the amount of funds on the relevant electronic indicator. The Operator shall ensure that it does not disburse funds from the User Account to any person other than the Participant to whom the User Account has been set up.
- 23.7. Pursuant to paragraph 23.6 of these Terms and Conditions, the Operator shall only proceed in the case of cash withdrawals that do not exceed CZK 270,000 or unless the cash withdrawal is restricted for another excusable reason. In the event that the amount of funds to be paid out exceeds CZK 270,000, the Operator shall, in accordance with the provisions of Act No. 254/2004 Coll., on Restrictions on Cash Payments, as amended, pay out such funds only by wire transfer. The Provider shall pay the prize to the Participant's account. In the event that the Participant does not provide an account number at Registration or later, the Provider shall request the Participant to provide the account number before leaving the Gaming Area and the Participant shall provide the Provider with a payment account number to which the Provider shall transfer the funds. The time limit for payment of funds under this paragraph is 60 days from the Participant's legitimate claim (request for payment of funds) and disclosure of the account for payment.
- 23.8. The Operator will only pay the Participant any winnings achieved in a proper manner in accordance with the Game Plan, the Terms and Conditions and the Act. The Operator shall be entitled not to pay out any prize obtained in violation of the Game Plan, the Terms and Conditions and the Act, in particular by proving the Participant's conduct described in paragraph 16.3 and/or 17.22. 23.2. above, and at the same time there has not yet been a disbursement of funds from the User Account, the Operator shall be entitled to deduct the corresponding amount from the User Account of the User, while at the same time notifying the Participant in an appropriate manner of this fact together with the reasons for which the deduction has been made.
- 23.9. In accordance with the provisions of Section 7(2)(c) of the Act, all Participants have equal conditions, including equal opportunities to win prizes.

#### **TECHNICAL GAME OPERATED BY REMOTE ACCESS VIA THE INTERNET**

#### **24. Technical equipment**

- 24.1. For the purposes of this section, a Technical Game means only a Technical Game operated remotely via the internet, unless otherwise stated. For the purposes of operating the Technical Game as an Internet Game, the Technical Facility means the server to which individual Participants connect at any time via the Internet using an independent device. The server completely manages, records, secures and offers the Participant a wide range of Technical Games. The gameplay of each Technical Game offered by the Server to a Participant is controlled by a Random Number Generator ("RNG"), which creates a random process that produces a game result.
- 24.2. The Technical Facility also provides for the Registration of each Participant to the Technical Game, maintains the personal data of all Participants, establishes and maintains User Accounts for all Participants, records all gaming and monetary transactions associated with the operation of the Technical Game, establishes and maintains all means of access to each Participant's User Accounts, and establishes, maintains and monitors each Participant's self-limiting settings.
- 24.3. The Operator of the Technical Game operated as an online game does not offer or provide any independent facility to participate in the Technical Game, even through a third party.

## **25. Access to the Internet Application**

- 25.1. The Participant logs into the Internet Application using the assigned access data. Each time a Participant logs into the Online Application, the Participant will be verified that the Participant is not enrolled in an RVO.
- 25.2. The Participant shall be responsible for keeping the assigned access data to the User Account secret throughout his/her participation in gambling games operated by the Operator and the Operator shall not be liable for their misuse as a result of the Participant's breach of this obligation.
- 25.3. In the event that during the play of a Technical Game there is an internet connection failure or other malfunction or event (e.g. closing of the web browser window by the Participant) which results in the failure to view or complete the Technical Game, the Technical Game will be completed as follows, depending on the type of Technical Game concerned:
- a) A Technical Game that does not require the Participant's interaction to complete the Technical Game will automatically terminate and the result of the Technical Game will be displayed in the transaction history of the Internet Application; and
  - b) a Technical Game where the Participant's interaction is required to complete the Technical Game will be completed by the Participant at the next time the Participant logs into the Internet Application, and the Technical Game will resume at the stage at which it was interrupted. If the Participant's next login to the Online Application exceeds any of the legal or self-limiting limits, or if the Participant's next login to the Online Application is more than 90 days away, the incomplete Technical Game will be terminated and the Participant's stake will be refunded.

## **26. Description of the Internet Application**

- 26.1. The Internet Application is a computer application located on the Operator's website: [www.bonvercasino.cz](http://www.bonvercasino.cz), or a software application designed for mobile or other devices, through which the Participant's registration and access to his/her User Account is provided, and further



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placing bets on the Technical Game operated as an online game. In order to participate in the Internet-based Technical Game, the Participant connects to the relevant server via the Internet at any time using an independent device. The full list of Internet-based Technical Games and their detailed rules are set out in a separate section of the Game Plan.

- 26.2. The Internet Application displays the following at all times when the Participant is logged in to his User Account:
- a) an indicator of the Participant's duration of participation in the Technical Game operated as an Internet Game,
  - b) a warning that participation in gambling may be harmful,
  - c) identification and contact details of the Operator,
  - d) the identification and contact details and designation of the governmental authority that authorized the game, including the authorization number,
  - e) identification and contact details of the institution dealing with the prevention and treatment of problem gambling,
  - f) a prohibition on participation in gambling by persons under 18 years of age,
  - g) Game plan,
  - h) the balance of funds in the Participant's User Account; and
  - i) the amount of the highest bet and the highest winnings.

The information under a) and b) above is displayed for the entire duration of the Participant's participation in the online game.

The Internet Application also allows for the display of additional information.

- 26.3. Help is available within the Internet Application for each Technical Game operated as an Internet Game. In the event of a conflict between the Help and the rules of the relevant Internet Game contained in the Game Plan, the provisions of the Game Plan shall prevail. The terminology used in the Help may differ from the terminology used in the Game Plan. In the event of any doubt by the Gambling Participant as to the meaning or significance of the Help or the terminology used in the Help for a particular Technical Game operated as an Internet Game, the Participant shall contact the Operator in advance and request clarification.
- 26.4. Currency of the Technical Game - the game currency of the Technical Game operated via the Internet is the Czech Crown (CZK).
- 26.5. The condition for the Participant to log in to the User Account is identification through the assigned access data. After entering the access data into the Internet application, the central system of the Operator verifies the Participant and notifies the Participant of the offer of use and the status of the self-limiting measures set by the Participant. The "Credit" display, which is located both on the main page of the Portal and in the individual games of the Technical Game, at this moment becomes part of the Participant's User Account, the part of it where the funds for the Technical Game operated via the Internet are registered. Upon successful verification of the Participant, the Operator's central system opens the Participant's game session, which means that from this moment on it records all the Participant's activities and ensures that the Participant does not exceed his/her self-limiting



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measures, and also suspends the Participant's participation in the gambling game for a period of 15 minutes if the Participant's participation in the gambling game reaches 120 minutes. Non-cash deposits and withdrawals shall be made via an active Registered Payment Instrument.

- 26.6. For non-cash withdrawals from the Internet Wallet, a Registered Payment Instrument is used.
- 26.7. Game selection - the web application offers one or more games Technical games via the Internet. The specific Technical Game operated via the Internet is selected and activated by the Participant by touching or clicking the relevant game symbol on the main menu screen. Playing a Technical Game via the Internet can be controlled via the tick box on the screen. The various Technical Games operated via the Internet are shown on the main menu screen. If a Participant chooses to play a different Technical Game, he/she can do so by touching the "*Game Selection*" ("*Menu*") button or by selecting the same box on the screen, which will take him/her to the main menu where he/she can select a different game by touching it. The status of the "*Credit*" display does not change when the game is changed.
- 26.8. Maximum bet per game - the maximum bet per game in Technical games will not exceed CZK 1,000. The exact value of the maximum bet for each specific Internet-based Technical Game that is part of the Internet-based Technical Game offer is determined by the Game Plan for each individual Internet-based Technical Game.
- 26.9. Minimum Win Shares - the minimum win share of an Internet-based Technical Game is set at a minimum of 75% and a maximum of 100%. The exact value of the fixed win percentage for each and every Internet-based Technical Game that is part of the Internet-based Technical Game offer is determined by the Game Plan for each and every Internet-based Technical Game.
- 26.10. The maximum prize - the prize for a single Internet-based Technical Game game shall not exceed CZK 500 000.

## **27. Placing bets**

- 27.1. Only cash is allowed as the subject of a deposit or wager in a Technical Game operated via the Internet.
- 27.2. The placing of bets on the Internet-based Technical Game is done via the Internet Application. The Participant selects the game from the Internet Game Technical Games menu in the Internet Application. The setting of the bet amount is governed by the rules of the individual Technical Games listed in the specific section of the Game Plan. For some Technical Games operated as an Internet Game, the Participant may also select the number of game lines and the bet amount for each of them or the total bet per game.
- 27.3. A bet is placed when the Participant selects the start of the game after selecting the Technical Game operated as an Internet Game, the number of game lines, the amount of the bet per line or the total bet per game of the Technical Game, as applicable. The Participant selects the start of the game via the Internet Application. At the moment of the start of the game, the bet is settled and the corresponding amount is deducted from the "*Credit*" indicator and thus also from the Participant's User Account at the latest before the end of the game. By placing a Bet at the latest, the Participant accepts the rules of the specific Technical Game according to the Game Plan as binding.

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27.4. A bet can be placed if the amount of the bet is less than or equal to the amount displayed in the "Credit" screen and the Participant's bet settings correspond to the Game Plan of the Technical Game.

27.5. The Participant is responsible for the correct placement of the bet.

27.6. The Operator has the right to discontinue accepting bets on any of the Technical Games operated as an Internet Game at any time, even without giving any reason.

27.7. All bets, winnings and number of games within each offered Gambling Game are registered in the database of the Internet Application as cumulative values as well as all individual deposits, payouts, bets, winnings and number of games in total for all offered Gambling Games together. A history of games played within the facility is also maintained in the Internet Application database.

## **28. Evaluation of bets and game termination, claiming and payment of winnings**

28.1. In order to win a prize, the Participant must place a bet and meet the other conditions set out in the Terms and Conditions and the Game Plan. The amount of the bet, the number of prizes and their individual and aggregate prizes are determined by the rules of the specific Technical Game operated via the Internet.

28.2. The outcome of the game is determined in its entirety by comparing the results of a random process, consisting of the RNG, with the scoring table included in each individual Technical Game and corresponding to the Game Plan. This process cannot be influenced by the Operator, the Participant or any other third party and the outcome of the process is not known to anyone in advance. The game always starts by pressing the "Start/Collect Winnings" button (or the "Auto Start" button), which starts the game and always ends by displaying the result of the game. If the resulting combination of symbols at the end of the game phase matches any of the winning combinations listed in the scoring table, the result of the game phase is displayed on the Internet Application screen.

28.3. The outcome of each sub-game phase is always determined by an uncontrollable circumstance which is not known to anyone in advance and is of such a nature that it cannot be influenced by the Operator or the Participant. This fact for each Technical Game is provided only by RNG.

28.4. The overall result of the Game is displayed on the screen of the Internet Application after the completion of all the partial phases of the Game.

28.5. A single game of the Technical Game is completed either when no win is achieved (i.e. a win is 0) or when the total result of the game from all phases is displayed on the screen below the reels. The displayed game result is then converted into in-game currency at a 1:1 ratio on the 'Credit' display and the 'End of Game' message appears on the screen. At this point, the bet can be changed and/or a new game can be started.

28.6. If the Technical Game contains a bonus game, freespins or jackpot, the triggering of which is not linked to the placing of an additional bet in the game, it is not a separate game within the meaning of Section 50 of the Act, but together with the base game in which it was triggered, constitutes a single Technical Game within the meaning of Section 50 of the Act.

28.7. An Entrant is entitled to win if the following conditions are cumulatively met:

- a) the outcome of the game corresponds to the winning combination specified in the rules of the specific Technical Game contained in the Special Section of the Game Plan; and

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- b) there has been no breach of the Terms and Conditions, the Game Plan, the Act or any other legislation.

28.8. Only cash may be the subject of a prize.

28.9. After the end of the game in which the Participant has achieved a winning combination, and at the same time the other conditions under paragraph 28.7. are met, the Operator shall ensure the possibility of crediting the funds to the Participant's User Account.

28.10. The Operator shall pay the Participant the funds to the Registered Payment Instrument. The time limit for the disbursement of funds under this paragraph shall be 60 days from the time the Participant requests the disbursement of funds registered in his User Account.

28.11. The Operator will only pay the Participant any winnings achieved in a proper manner in accordance with the Terms and Conditions, the Game Plan and the Act. The Operator is entitled not to pay out any prize obtained in violation of the Terms and Conditions, the Game Plan or the Act, in particular by proving the Participant's conduct described in paragraph **Error!** If it becomes apparent that funds have been credited to the Participant's User Account pursuant to paragraph 28.99 above without the prerequisites pursuant to paragraph 28.7 above having been fulfilled, and at the same time the funds have not yet been paid out from the User Account, the Operator is entitled to deduct the corresponding amount from the Participant's User Account, while at the same time informing the Participant in an appropriate manner of this fact together with the reasons for which the deduction has been made.

#### **LAND BASED LIVE GAME**

#### **29. Conditions of participation in the Land Based Live Game**

29.1. Only registered Interested Persons will be allowed to participate in the Land Based Live Game by the Operator. Each Interested Person is required to provide identification in order to participate in the Land Based Live Game.

29.2. Identification of Interested Persons shall be made upon entering the Casino. Upon entering the Casino, as part of the Identification process, the Operator will verify that the Applicant is not registered in the RVO. If the Operator determines that the Applicant is registered in the RVO, the Applicant will not be allowed to continue to enter the Casino.

29.3. Upon Identification, the Operator shall verify the identity and age of the Applicant and take other actions as provided for by the Act, the AML Act, the Game Plan and the Terms and Conditions.

29.4. When identifying the Applicant, the Operator shall record and verify the identification data from the Identity Card (if any) and record the type and number of the Identity Card, the period of its validity and the state or authority that issued it. At the same time, the Operator shall verify the conformity of the Applicant's image with the image on the Identity Card. The Operator shall also record in the daily register at least the name and surname, date of birth and date and time of entry to the Casino of the Applicant.

29.5. If the Applicant's entry in the RVO or his/her identity or age cannot be verified, the Applicant will no longer be admitted to the Casino.

29.6. The Game Plan and Terms and Conditions are available for inspection at the Casino at any time.

#### **30. Value Chips and Playing Chips**

- 30.1. The purchase and exchange of Value Chips for cash shall only take place at the Casino cash desk or at the Live Game tables. The value of Value Chips received by a Participant when purchasing Value Chips is equal to the face value of the money exchanged at the Casino cashier or Live Game table. All foreign currencies listed on the Casino's cashier are accepted for the purchase of Value Chips.
- 30.2. Play Chips can only be obtained by exchanging for Value Chips at the Gaming Table. The value of the Playing Chips shall be determined by the Participant, and the value of the Playing Chips shall correspond to one of the denominations of the Value Chips on the gaming table as determined by the Operator. Upon completion of the game, it is the Participant's responsibility to request the relevant gaming table operator to exchange the Play Chips for Value Chips and the relevant gaming table operator will make such exchange upon the Participant's request.
- 30.3. It is prohibited to take Value Chips outside the Casino gaming area. It is prohibited to use Value Chips to pay any debts not arising from gambling.
- 30.4. The use of Value or Play Money chips from other operators is prohibited in the Casino.

### **31. Placing bets**

- 31.1. The game currency of the Live Game is the Czech koruna, marked as "CZK" or "CZK" on the Live Game tables and Value Chips.
- 31.2. Each Live Game table has written information on the current values of the highest and lowest possible Live Game bets on that table.
- 31.3. Each Participant may participate in a game on no more than one Live Game table at any one time.
- 31.4. In the Live Game, bets may only be placed using Value or Playing Chips placed on the relevant Live Game table(s) according to the rules of each Live Game as set out in the specific section of the Game Plan. In the event that more than one Participant is participating in each Live Game on the same gaming table and there is no separate field on the Live Game table for each Participant to place his/her bet, each Participant must be "in control" of his/her bets so that the Participant who placed the bet can be paid the winnings
- 31.5. Each Participant is responsible for ensuring that his/her bet has been placed correctly on the Live Game table or that the Dealer has correctly accepted his/her bet. The Dealer will accept bets until the Dealer announces the end of accepting bets.
- 31.6. the bet stands as placed on the Live Game table, including the amount. This does not apply if the amount of the bet exceeds the maximum value for that bet type set by the Operator. In such a case, the bet is accepted in the amount corresponding to the highest value of that bet type with the excess being returned by the Dealer to the Participant.
- 31.7. In the event that the Participant disagrees with the Dealer's decision to accept or not accept the bet, the highest ranking employee of the Operator present in the Casino at the time shall make the decision.

### **32. Claim to winnings and, payment of winnings**

- 32.1. A Participant shall be entitled to a prize upon the cumulative fulfilment of the following conditions:

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- a) the result of the game corresponds to the combination specified in the rules of the particular Live Game mentioned in specific section of the Game Plan, and
- b) there has been no breach of the Game Plan, the Terms and Conditions, the Act or any other legislation.

32.2. Only cash may be the subject of a prize.

32.3. The Operator shall pay the Participant the prize immediately at the Casino where the prize was won, but no later than within 60 days from the date on which the Participant claimed the prize, except for the situation under paragraph 32.5 of the Terms and Conditions. In the event that the Operator does not pay the prize immediately at the Casino, the Operator shall issue a prize certificate to the Participant.

32.4. The Operator pays the winnings against Value Chips presented at the Casino cashier. In the event that the amount of the prize paid out exceeds CZK 270,000, the Operator is obliged to pay such prize only by wire transfer in accordance with the provisions of Act No. 254/2004 Coll., on Restrictions on Cash Payments, as amended. For this purpose, the Participant shall provide the Operator with an account number to which the Operator shall transfer the prize. In such case, the Operator shall issue a prize receipt to the Participant.

32.5. The Operator shall only pay the Participant the prize won in a proper manner in accordance with the Game Plan, the Terms and Conditions and the Act. The Operator shall be entitled not to pay out any prize obtained in violation of the Game Plan, the Terms and Conditions or the Act, in particular by proving the Participant's conduct described in paragraph 14.1. of the Terms and Conditions.

#### **LIVE GAME BROADCAST**

### **33. Conditions of participation in the Live Game**

33.1. In the case of a Live Game, the Dealer shall perform the acts related to the commencement of the game, the creation of the random process and the acts related to the termination of the game. The Game is broadcast from the Studio on the Internet Application/Web.

33.2. The Operator shall not allow the Participant to participate in the Live Game broadcast at multiple Live Game tables simultaneously.

33.3. The Operator shall not allow a Participant to place a bet in any game of the Live Game if less than 15 minutes have elapsed since the last time the Live Game was played in a continuous sequence of bets of at least 120 minutes.

33.4. A Participant may place a bet in an ongoing Live Streaming Game if the prohibition under the preceding paragraph would prevent the player from completing a live game in progress.

33.5. A continuous sequence of bets under the preceding paragraph means the successive placing of bets in a game of the Live Streaming Game where the interval between the scoring of the Live Streaming Game and the placing of a bet in the next game is less than 15 minutes. A single continuous sequence of bets shall include all games of Live Streaming Games operated by the Operator.

- 33.6. The length of a continuous betting sequence as defined in the preceding paragraph means the time from the placing of the first bet in that sequence until the last game of the Live Streaming Game in that sequence has been settled.

#### **34. Description of the Internet Application**

- 34.1. The Internet application is a computer application located on the Operator's website: [www.bonvercasino.cz](http://www.bonvercasino.cz), or a software application designed for mobile or other devices, through which the Participant's registration and access to his/her User Account and placing bets on the Live Game is ensured. In order to participate in the Live Game transmitted via the Internet, the Participant connects to the relevant server at any time via an Internet-independent device. The full list of Live Streaming Games and their detailed rules are set out in a separate section of the Live Game Schedule.

- 34.2. The Internet Application displays the following at all times when the Participant is logged in to his User Account:

- a) An indicator of the Participant's duration of participation in the Live Game being transmitted,
- b) a warning that participation in gambling may be harmful,
- c) the operator's identification and contact details,
- d) the identification and contact details and designation of the governmental authority that authorized the game, including the authorization number,
- e) identification and contact details of the institution dealing with the prevention and treatment of problem gambling,
- f) prohibition of participation in gambling by persons under 18 years of age,
- g) Game Plan,
- h) the balance of funds in the Participant's User Account; and
- i) the amount of the highest bet and the highest prize.

The information referred to in 26.2.a) and 26.2.b) above shall be displayed for the duration of the Participant's participation in the Internet Game.

The Internet Application also allows for the display of additional information.

- 34.3. Help is available within the Internet Application for each Live Streaming Game operated. In the event of a conflict, the provisions of the Game Plan and the Terms and Conditions shall prevail. The terminology used in the Help may differ from the terminology used in these Terms and Conditions or the Game Plan. In the event of any doubt by the Gambling Participant as to the meaning or significance of the Help or the terminology used in the Help for a particular Game, the Participant shall contact the Operator in advance and request clarification.
- 34.4. The currency of the Live Game is the Czech Crown (CZK).
- 34.5. The Internet application offers one or more games. The specific Live Game is selected and activated by the Participant.

#### **35. Placing bets**

- 35.1. Individual bets on the Live Game are placed by the Participant via the Internet Application.
- 35.2. A bet can only be placed if the balance in the User's account matches or exceeds the amount of the bet and does not contradict the settings of the Self-limiting Measures parameters.
- 35.3. Bets are placed using the following procedure:
  - a) The Participant logs into the User Account.
  - b) The Participant starts the relevant Live Game, the rules of which are set out in a separate section of the Game Plan.
  - c) Once the game is started, the Participant may place bets.
- 35.4. Placed bets are registered in the Operator's system. The Participant's bets are recorded in the relevant section of the User Account, where each bet placed is specified by a unique identifier.
- 35.5. The time at which a bet is placed is the time at which the bet record is registered in the Operator's system. In case of doubt, the record of the time of placing the bet in the Operator's system shall always prevail.
- 35.6. The Operator shall have the right to suspend the acceptance of bets on any of the Live Games at any time without giving any reason.
- 35.7. Matters not covered by this section with respect to the placing of bets shall be governed mutatis mutandis by Chapter 27 of these Terms and Conditions.

### **36. Claim to winnings, payment of winnings**

- 36.1. A Participant is entitled to win if he/she has won or achieved a winning combination that is required under the rules of the relevant Live Game to win and at the same time these Terms and Conditions or the Game Plan have not been violated in any way.
- 36.2. The Participant does not have to actively claim the prize in the Internet Application or on the Website. Once the result of the relevant Live Game has been determined and the conditions for payment of the Prize have been met, the prize will be automatically credited to the Participant's User Account.
- 36.3. In case of any doubt as to the entitlement to the prize, the record of the game result in the Operator's system shall always be decisive. Should the record not be made despite the Operator's best efforts (e.g. due to a technical error in the system), the bet will be returned to the Participant's User Account.
- 36.4. If there is any interruption of the game started by the Participant (e.g. internet connection failure), the game will be automatically completed. Should the Participant have further bets or interactions affecting the outcome of the game after the interruption, the completion of the game is addressed for each specific Live Game in a separate section of the Game Plan. A record of the automatically completed game can then be found by the Participant in the transaction history in the relevant section of the User Account.
- 36.5. If there is any interruption of a game in progress by the Operator (e.g. a technical fault, failure of the Dealer to follow the established procedures, who makes an error that cannot be corrected - see the rules of specific Live Games in the specific section of the Game Plan) before a record of

the result of the game in the Operator's system, the Participant's stake will be refunded. If the Operator interrupts the game after the result of the game has been recorded in the Operator's system, the Participant will find the result in the transaction overview in the relevant section of the User Account.

### **37. Common and final provisions**

- 37.1. The Agreement is concluded in the Czech language. Concluded Contracts are archived by the Operator in electronic form. Access to these archived contracts is exclusively available to the Operator or the Operator's contractual partners.
- 37.2. If any provision of these Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity and effectiveness of the other provisions of the Terms and Conditions.
- 37.3. The Operator is entitled to amend or modify these Terms and Conditions, including the Game Plan, at any time. Such addition and/or amendment will be published on the Website. On the effective date of the new version of the Terms and Conditions or the Game Plan, the previous terms of use shall cease to be effective. If the Participant does not agree with the change to the Terms and Conditions or the Game Plan, he/she has the option to terminate the Agreement at any time.
- 37.4. The Participant agrees that the Operator has the right to assign the Contract or part of it to a third party. The Participant may not transfer, assign, pledge or otherwise encumber its claims against the Operator without the Operator's prior written consent.
- 37.5. The Operator shall, except as provided by law, maintain the confidentiality of the Participants and their participation in the Gambling Game. The obligation of confidentiality does not apply in cases where the Participant releases the Operator from the obligation of confidentiality. The Operator cannot be released from the obligation of confidentiality until it is known whether the Participant has won a prize in accordance with the Terms and Conditions and the Game Plan.
- 37.6. These Terms and Conditions, as well as all legal relations arising thereunder, are governed by the laws of the Czech Republic.
- 37.7. These Terms and Conditions shall come into force on 3 July 2025.