

# LUCKY GAME

## TERMS AND CONDITIONS

JUNE 2024

GAMEPROS UGANDA LTD

## **TERMS AND CONDITIONS**

### **1.0 GENERAL**

- 1.1. GAMEPROS is licensed and regulated in Uganda by NATIONAL LOTTERIES AND GAMING BOARD (NLGB), trading as LUCKY GAME.
- 1.2. The platform and the games are offered by GAMEPROS UGANDA LTD. (Hereinafter referred to as LUCKY GAME.
- 1.3. The following terms & conditions apply to the “Lucky Game” promotion. By participating in this game, you will be deemed to have read, understood and accepted the terms and conditions.
- 1.4. These T&C constitute a binding agreement between you and Lucky Game.
- 1.5. GAMEPROS UGANDA is a limited liability company incorporated in Uganda, Company Registration number 226315 and subject to Ugandan law.
- 1.6. LUCKY GAME reserves the right to amend these T&C. It is your sole responsibility to review this agreement and amendments each time you play, together with the specific rules for each game You choose to participate in, in order to remain updated with all amendments.
- 1.7. You fully understand and agree to be bound by the terms and conditions contained herein and as may be amended by us from time to time.
- 1.8. Rules and explanations of the rules of each game provided separately on the platform are incorporated into these T&C by reference.

### **2.0 ELIGIBILITY**

- 2.1 The promotion is open to persons who are 25 years of age and above.
- 2.2 The promotion is open to all subscribers of Airtel and MTN
- 2.3 You may only register and operate a single account with a single mobile money wallet account. If you hold more than one account with the same mobile money service provider we reserve the right to suspend duplicate accounts.
- 2.4 You may not access the Service by means of another person's account. Should you attempt to open more than one account, under your own name or under any other name, or attempt to access the Service by means of another person's account, we reserve the right to immediately close all your accounts and bar you from future use of any of Service.
- 2.5 The account registration process will use your mobile number as your unique identifier.
- 2.6 Should any customer give away, share or lose his/her account number and/or password, we will not be held liable for any claims that may result from, or regarding that account. Customers are solely responsible for their account transactions and should keep their account information strictly confidential.
- 2.7 Personal Use Only: Our Services are for personal, non-commercial use only. You agree that we are entitled to monitor your gameplay and use of our Service to

detect gameplay patterns indicative of professional, non-recreational play. Any professional use of our Service is prohibited.

### **3.0 PARTICIPATION**

- 3.1 This competition is through the Short Message Service (SMS) short code for notifications.
- 3.2 Participants shall register to participate in the prize competition by depositing through our short code 7100 on MTN. First time winners will receive an SMS notification confirming their registration and ticket purchase.  
For Airtel, one dials \*185\*5\*3\*9# and follow the prompts.
- 3.3 By registering an account, the participant represents and warrants that they are of legal age, are competent to enter into a binding legal agreement, and that you hereby understand and accept all the Terms.
- 3.4 Participants on MTN can send the word "STOP" or 7100 to opt out of the competition.
- 3.5 Minimum stake is 1,000/= and Maximum stake is 8,000,000/=.
- 3.6 The more one plays, the more chances to win. There is no restriction to the number of times that you can participate.
- 3.7 Participants are allowed to have only one member account.

### **PRIZES**

- 3.8 Winnings will be sent to the respective winners via the mobile numbers used to purchase the tickets.
- 3.9 Only one Prize can be won per LUCKY GAME bet, which will be the highest of the available Prize Categories achieved by, and relevant to, that LUCKY GAME bet.
- 3.10 All Winners notified via SMS will have their accounts credited immediately with their won cash in their LUCKY GAME wallets. The Amount Won can be immediately withdrawn to their MOBILE MONEY. The Mobile operator money movement rules and costs apply.

### **4.0 DEPOSITS TO MEMBER ACCOUNT**

- 4.1 The minimum deposit amount is 1,000/=. The maximum is 8,000,000/=.
- 4.2 All deposits shall be done via short code 7100 on MTN and on Airtel Dial \*185\*5\*3\*9# and follow prompts.
- 4.3 Participants should note that any amount deposited will be converted to bet tickets of an equivalent amount. Any amount below the minimum set deposit will be a top up to your e-wallet balance.
- 4.4 Participants trying to stake with insufficient balance in the account will be notified to top up before proceeding to play.
- 4.5 You will not receive any interest of any kind on funds deposited or held in your account, including any prize winnings.
- 4.6 Carrier charges apply.

4.7 If prior to LUCKY GAME becoming aware of the error, you withdraw funds that do not belong to you, without prejudice to other remedies and actions that may be available at law, the mistakenly paid amount will constitute a debt owed by you to LUCKY GAME.

4.8 In the event of an incorrect crediting, you are obliged to notify LUCKY GAME immediately by phone.

4.9 Carrier charges apply.

## **5.0 CLOSING OF ACCOUNT**

5.1 You may close your account at any time and LUCKY GAME will return to you any and all funds from Your Member Account subject to the deduction of relevant withdrawal charges.

5.2 The method of repayment will be at our absolute discretion.

5.3 LUCKY GAME reserves the right to close Your Member Account and to refund to you the "Account balance", subject to the deduction of relevant withdrawal charges, at LUCKY GAME's absolute discretion and without any obligation to state a reason or give prior notice.

5.4 Dormant Accounts

5.4.1 Your account will be considered dormant if it has not had any activity for 6 months. Account activity is defined as the following: making of a deposit or withdrawal; placement of a bet.

5.4.2 After 6 months the funds in your account will be confiscated.

5.5 Refusing and Suspending Accounts

5.5.1 We may refuse to register you as any customer or elect to de-register, exclude or suspend you as a customer from the Service at any time, for any reason or for no reason whatsoever.

5.5.2 You acknowledge that we have no obligation whatsoever to provide you with prior notice of our decision to refuse; de-register; exclude or suspend you as a customer, nor are we required to furnish you with any reasons for such decisions.

5.5.3 If we de-register, exclude or suspend you, we shall have the unlimited right to:

5.5.4 withhold payment to you of any contested funds, whether such funds are deposits, refunds, bonuses, free monies, credits, pay-outs or the like;

5.5.5 Establish the specific criteria with which you must comply in order to be allowed access to the Service (and your account, if applicable); and Furnish information about you to law enforcement agencies (if the reason for such termination, de-registration, exclusion or suspension was fraud or some other form of illegal misconduct), collection agencies and/or intra-group sportsbook/casino databases. You hereby irrevocably authorize us to do so in our absolute discretion.

## **6.0 CUSTOMER FUNDS PROTECTION**

- 6.1 Inter-Account Transfers: The transfer of funds between individual accounts is strictly prohibited.
- 6.2 Any monies held in your account shall not attract interest.
- 6.3 If we incur any chargebacks, payment reversals or other charges in connection with your account, we reserve the right to recover such amounts from you.
- 6.4 You represent, warrant and undertake that no chargebacks or other payment reversals or cancelations shall be made concerning account without our prior written consent. In the event of any such chargeback, reversal or cancelation, you agree to indemnify and hold us harmless against any amounts, costs, claims, damages and expenses arising in connection with such chargebacks, reversals or cancellations, or in connection with our efforts to recover such sums from you.
- 6.5 You are solely responsible for any applicable taxes on any prizes and/or winnings that you collect from your use of the Service over and above taxes collected by us on your behalf. We will deduct applicable taxes from any prizes or winnings prior to payment to you; as a result, you acknowledge and agree that any amounts you receive shall be net of such deductions.
- 6.6 Customers who win the Jackpot must provide a copy of their proof of identity, address, copies of credit cards and/or other appropriate documentation when withdrawing credits. Proof of identity must match the registered name and surname. If any customer fails to provide this within 2 weeks of our request, the account may be subject to lock out and winnings and/or cash-ins made, voided. In cases of fraudulent documentation, accounts will be locked and all balances forfeited.
- 6.7 Winnings will only be paid to customers having one account with a single mobile money account. All winnings will be void for customers with more than one active account with the same mobile service provider. We allow only one account with one mobile money wallet account per computer, mobile device, household, IP address unless permission is granted otherwise by us in writing.

## **7.0 RESPONSIBLE GAMING**

- 7.1 We are committed to doing best endeavors to give our customers an enjoyable gaming experience, whilst recognizing that gambling can cause problems for a minority of individuals. To ensure that the player continues to enjoy safe and manageable play we fully support responsible gaming and have numerous measures in place to offer checks.
- 7.2 Self-Execution  
We offer self-execution provisions as one of a range of proactive measures to assist those with gambling problems. SMS STOP to short code 7100
- 7.3 You can also write to us on [info@luckygame.co.ug](mailto:info@luckygame.co.ug) to request for temporary closure of your account for your preferred time duration.

## **8.0 WAGER RULES**

8.1 The following amounts of wager are allowed: Any amount between 1,000/= and 8,000,000/=

## **9.0 PRIVACY POLICY**

- 9.1 You hereby acknowledge and accept that it is necessary for LUCKY GAME to collect and otherwise process your personal data in order to allow you access and use of the PLATFORM and in order to allow you to participate in games. All personal data collected shall be kept by LUCKY GAME until required for the purpose of providing the services.
- 9.2 LUCKY GAME will protect your personal information and respect your privacy in accordance with best business practices and applicable laws.
- 9.3 LUCKY GAME will only use your personal data to allow you to participate in the games and to carry out operations relevant to your participation in the games, and for the purposes of carrying out verification procedures in relation to your participation in such games.
- 9.4 Your personal data will not be disclosed to third parties, unless such disclosure is necessary for processing of your requests in relation to your participation in the games or unless it is required by law. As LUCKY GAME's business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the PLATFORM, personal data may be disclosed to them. Internally, your personal data will be accessed by employees of LUCKY GAME, such as customer support and the payment team for purpose of providing the necessary assistance and for them to be able to perform their work. You hereby consent to all such disclosures.
- 9.5 You have the right to access personal data held by LUCKY GAME about You.
- 9.6 In order to provide you with an efficient service, LUCKY GAME and/or its service providers may require to transfer your personal data from one partner to another. You hereby consent to your personal data being so transferred.
- 9.7 In the processing of Your Member account and associated transactions, LUCKY GAME may have recourse to disclose information to credit rating agencies, fraud detection agencies, and anti-money laundering agencies. You hereby consent to such disclosures.
- 9.8 We may also inform you of changes, new services and promotions we think that you may find interesting.
- 9.9 LUCKY GAME shall forward your personal information to the relevant Authorities at the NATIONAL LOTTERY AND GAMING BOARD (NLGB) when it is obliged by law to do so, and shall not be held responsible for any results that may ensue from acting in accordance with the law.

## **12. BREACHES, PENALTIES AND TERMINATION**

- 12.1. If You breach any provision of these T&C or the published policies, LUCKY GAME has a reasonable ground to suspect that You have breached them, LUCKY GAME reserves the right not to open, suspend, close Your Member Account, withhold payment of Your winnings and apply such funds on account of any damages due by You.
- 12.2. If LUCKY GAME suspects that you are engaged in illegal or fraudulent activities when using the PLATFORM; or in breach of this agreement; or that you are having problems with creditors or otherwise detrimental to our business, we may freeze or terminate your account or cancel any stakes at our absolute discretion.
- 12.3. You acknowledge that LUCKY GAME shall be the final decision-maker of whether you have violated LUCKY GAME's rules, terms or conditions in a manner that results in your suspension or permanent barring from participation in our PLATFORM.

### **13.0 INTELLECTUAL PROPERTY**

13.1 GAME PROS UGANDA LTD is the sole owner of the trademark LUCKY GAME and the LUCKY GAME logo. Any unauthorized use of the LUCKY GAME trademark and the LUCKY GAME logo may result in prosecution.

13.2 [www.luckygame.co.ug](http://www.luckygame.co.ug) is the uniform resource locator of LUCKY GAME and no unauthorized use may be made of this URL on another website or digital platform without our prior written consent.

13.3 LUCKY GAME is the owner or the rightful licensee of the rights to the technology, software and business systems used within this PLATFORM.

13.4 The contents and structure of LUCKY GAME's PLATFORM IS subject to copyright © and database rights in the name of LUCKY GAME. All rights reserved. The copyright in this PLATFORM including all text, graphics, code, files and links belong to LUCKY GAME and the site may not be reproduced, transmitted or stored in whole or in part without our written consent. Your registration and use of our system does therefore not confer any rights whatsoever to the intellectual property contained in our system.

13.5 Links to the PLATFORM therein may not be included in any other website without the prior written consent of LUCKY GAME.

13.6 You agree not to use any automatic or manual device to monitor LUCKY GAME PLATFORM or any content therein. Any unauthorized use or reproduction may be prosecuted.

### **14.0 APPLICABLE LAW AND JURISDICTION**

14.1 These T&C are governed by the Laws of the NATIONAL LOTTERIES AND GAMING BOARD (NLGB)

### **15.0 Limitation of liability**

15.1 You enter the PLATFORM and participate in the games at your own risk. The PLATFORM and the games are provided without any warranty whatsoever, whether express or implied.

15.2 Without prejudice to the generality of the preceding provision, LUCKY GAME, its directors, employees, partners, service providers:

15.3 Do not warrant that the software or the PLATFORM is/are fit for their purpose;

15.4 Do not warrant that the software and PLATFORM are free from errors;

15.5 Do not warrant that the PLATFORM and/or games will be accessible without interruptions;

15.6 LUCKY GAME will not be liable for misinterpretation/distortion of SMS messages as a result of the customer's mobile handset. A list of unsupported handsets is published on our website [www.luckygame.co.ug](http://www.luckygame.co.ug) and is continuously updated.

15.7 Any message that does not conform to the structure and format of LUCKY GAME messages is considered null and void. The customer should contact customer care in such cases to have the message resent to their phone.

15.8 Shall not be liable for any loss, costs, expenses or damages, whether direct, indirect, special, consequential, incidental or otherwise, arising in relation to your use of the PLATFORM or Your participation in the games.