

TSG Interactive plc

Game Plan for Odds Betting

1. Initial provisions

TSG Interactive plc is a company with the registered company address at Villa Seminia, 8, Sir Temi Zammit Avenue, Ta' Xbiex, XBX 1011, Malta (the "Operator"), operating games within the meaning of Act No. 186/2016, on Gambling (the "Gambling Act" or "GA") on its website, www.betstars.cz.

2. Definition and interpretation of terms

This document represents the game plan of betting played online within the meaning of the Gambling Act, effective as of January 1, 2017. The game plan was approved by the Ministry of Finance of the Czech Republic in an administrative proceeding on the basic license.

As a rule, the Operator operates the games in a manner guaranteeing equal conditions and equal chance to win to all gambling participants within the meaning of Section 7 (2)(c) of the Gambling Act.

Definitions of terms

AML Act – Act No. 253/2008 Coll., on certain measures against legalization of proceeds of crime and the financing of terrorist activities;

Temporary user account – a temporary player account opened for a gambling participant for the maximum period of 30 days until registration is completed and a user account established;

Identification and contact information – name, surname, maiden/birth name, if applicable, residential address, nationality, personal identification number or date and place of birth, if no personal identification number was assigned, and further, a delivery address, telephone number and an address for the delivery of electronic mail, and data box identifier, where the gambling participant uses a data box for private purposes;

Other payment means – a means of payment provided by an electronic money institution within the meaning of Act No. 284/2009 Coll., on Payment Systems;

Odds - the winning odds offered by the Operator for bets, or on which a bet was made;

Odds betting - a game in which winning is conditioned on a correct guess of the outcome of the betting event;

Official result - result of a betting event obtained from official sources and published by the Operator;

Politically exposed person – in particular a natural person who holds or held an important public office of national or regional importance, or such person's associate; for a full definition, see Section 4 (5) of the AML Act;

Registration – a process initiated at the player's request, its intended outcome being the establishment of a (permanent) user account;

Registered payment card – a payment card or other payment means held by the gambling participant, from which the gambling participant can fund his user account and to which funds can be transferred from his user account;

Registered payment method – a registered payment card or registered payment account;

Registered payment account – a payment account held by the gambling participant, from which the gambling participant can fund his user account and to which funds can be transferred from his user account;

Bet slip – a summary of selected markets and data concerning them, by means of which a bet is set up and then confirmed and placed by the gambling participant; it subsequently also serves as a confirmation of placing of the bet/bets by the gambling participant;

Bet – a non-refundable performance rendered by the gambling participant and determined voluntarily, to be compared to the outcome of odds betting;

Market – one of the potential outcomes (or developments) of a betting even on which gambling participants can bet;

Betting event – in particular a race, match, competition or other event enjoying public attention;

Self-limiting measures – measures for responsible gambling, which the gambling participant must set or decline on an individual basis before registration is completed, and which the gambling participant may change subsequently;

Contestant - a person, team or other group of persons taking part in the betting event;

Related markets - such markets where the outcome of one is likely to influence the outcome of another, or markets where one equals the other;

System – an application available on the website of the Operator or application for mobile phones and similar devices through which gambling participants log into their user accounts and can place bets;

Selection – a market chosen by the gambling participant;

User account – player's account established by the Operator, through which participation in a game is conducted, and in which funds are kept, in particular deposits, bets and winnings, separately from the funds of other gambling participants and the Operator;

Gambling participant – a natural person who registered for the game or for whom a temporary user account was set up;

Deposit – any performance authorizing participation in a game;

Winnings – funds to which the gambling participant is entitled if he wins a particular game; winnings include the funds (bet) invested by the gambling participant in the game; the amount of winnings is determined as the product of the odds at which the bet was accepted, and the amount of the bet made by the gambling participant;

Live betting – a type of betting where it is possible to place a bet during an ongoing betting event.

3. Conclusion of an agreement and registration

Registration shall be required for participation in any of the Operator's games (with the exception of participation on the basis of a temporary user account).

Only residents from the Czech Republic who are over 18 years old can play on the offer under the basic license, and the registration form will be amended as needed to comply with Czech regulation, in particular the Gambling Act. The Operator's system will particularly not allow participation in gambling of any person who has provided during the registration process a date of birth indicating that they are below 18 years old.

For purposes of registration, a person applying for registration shall:

- (i) provide the Operator with his identification and contact data;

(ii) set, on an individual basis, self-limiting measures pursuant to Section 15(2) of the Gambling Act or refuse, on an individual basis, to set such measures;

(iii) provide the Operator with the necessary data on his registered payment account or payment card pursuant to Section 78 of the Gambling Act.

Before a person applying for the registration may participate in the game, but in any case before registration is made, such person must further accept the contractual terms and conditions of the Operator; such terms and conditions can subsequently be accessed in the system (while these terms and conditions will not be in contradiction with this game plan).

The registration shall only be completed upon activation of a permanent user account after the data has been verified and confirmed. In the process of registration, the Operator verifies the identity of persons applying for registration in accordance with the requirements of the Gambling Act and the AML Act.

No person can have more than one user account registered with the Operator.

a. Identification and contact information

Persons applying for registration must provide their identification and contact information in the process of registration, without which such persons will not be allowed to participate in gambling, not even via their temporary user account.

Before any gambling participant can play the Operator's games, it is ascertained whether (i) participation in a game is not ruled out due to a self-limiting measure or pursuant to Section 16 of the Gambling Act, (ii) he does not feature on a sanction list or a list of politically exposed persons.

b. Self-limiting measures

When persons applying for registration register, they must select - or decline - self-limiting measures in accordance with Section 15 (2) of the Gambling Act.

Gambling participants can further select these measures at any time after their user accounts are established, and can select from a range of timeframes during which they cannot play. These range from hours, weeks or months, and can even involve a permanent user account closure. All of the measures take effect immediately upon being selected. A gambling participant can also subsequently modify these measures (i.e. increase the limits, decrease them or cancel the measure altogether). A change in the measure representing a loosening/cancelling of a measure takes effect 7 days after such a change was requested by a gambling participant. A change representing a tightening of a measure takes effect immediately, in any case no later than 24 hours after it was requested.

c. Registered payment method

Gambling participants will need to set up a registered payment account and payment card. For purposes of registration, a person applying for registration shall state:

- (i) the number or another unique identifier of the payment account of which he is the holder and from which exclusively, with the exception referred to in Sections 79 and 80 of the Gambling Act, he will transfer funds to the user account and to which, exclusively, he will receive funds from the user account; and/or
- (ii) the number or another unique identifier of the payment card or other payment instrument of which he is the holder and from which exclusively, with the exception referred to in Sections 79 and 80 of the Gambling Act, he will transfer funds to the user account and to which, exclusively, he will receive funds from the user account;

in such a manner that on the basis of that number or identifier, it is possible to identify that person as the holder of the registered payment account or the holder of the registered payment card.

Only a payment account held by a person authorised to provide payment services in a Member State of the European Union or in a state party to the Agreement on the European Economic Area may be a registered payment account.

Only a payment card issued by a person authorised to provide payment services in a Member State of the European Union or in a state party to the Agreement on the European Economic Area may be a registered payment card.

For payment method registration purposes, the gambling participant must prove to the Operator that he is the owner/holder of the same, as follows:

- (i) in case of a payment account and Visa, MasterCard, eKonto or Entropay payment card: by providing a bank account/payment card statement which clearly shows the number of payment account/payment card and the name and surname of the owner/holder which must be identical with the name and surname of the gambling participant applying for registration of that payment method;
- (ii) in case of payment means Neteller, Skrill, My Paysafecard, Comgate and WebMoney: by providing a screenshot made in the interface of the payment means, which clearly shows the payment method number and the name and surname of the owner/holder which must be identical with the name and surname of the gambling participant applying for registration of that payment method.

The gambling participant may have several payment methods registered but only one method at the time can be active.

Funds can be transferred to and from the user account only using the registered payment method, i.e., either through a registered payment account or registered payment card. Funds in the user account may be denominated in four different currencies, specifically, in U.S. dollars, euro, Canadian dollars and British pounds. If the user account is funded through a registered payment method denominated in a different currency (including Czech crowns) other than those listed above, a choice of one of the above currencies into which such funds will be converted is offered. "Wallets" are established for the individual currencies within the user account. When deposits are made to or withdrawal made from the user account, exchange rates published at www.xe.com are used for conversions between individual currencies; the exchange rates are updated every 60 seconds (the "XE exchange rate"). The Operator charges a fee for the conversion of currencies when the user account is funded or withdrawals made from the user account; the fee for individual currencies differs. Before a deposit is made, the amount to be charged to the registered payment method and the amount by which the balance in the user account will be increased (and vice versa in case of a withdrawal) is always displayed, i.e., the amount following the set off of all fees for currency conversions charged by the Operator. The Operator does not charge any other fees for deposits into or withdrawals from the user account. The transfer of funds from the user account into the registered payment method of the gambling participant is carried out within five business days from the gambling participant's transfer order.

In addition to restrictions stipulated by the Gambling Act, the Operator applies the following limits to deposits into and withdrawals from the user account (if the transaction is not settled in the currency of the limit, equivalents in other currencies using the XE exchange rate are used; if there is no limit for deposit or withdrawal indicated next to a payment method, then no limits apply to the method):

Limits applicable to deposits												
Method	Min per transaction				Max per transaction				Max per day			
	EUR	USD	CAD	GBP	EUR	USD	CAD	GBP	EUR	USD	CAD	GBP
Mastercard	10	10	10	10	590	640	800	520	590	640	800	520
Visa	10	10	10	10	590	640	800	520	590	640	800	520
my paysafecard	8	8	8	8	910	1,000	1,250	800	1,850	2,000	2,500	1,600
NETELLER	10	10	10	10	590	640	800	520	590	640	800	520
Entropay	10	10	10	10	590	640	800	520	590	640	800	520
Comgate	10	10	10	10	590	640	800	520	590	640	800	520
eKonto	10	10	10	10	590	640	800	520	590	640	800	520
Skrill	10	10	10	10	730	800	1,000	640	910	1,000	1,250	800
WebMoney	10	10	10	10	910	1,000	1,250	800	910	1,000	1,250	800

Limits applicable to deposits (continued)									
Method	Max per week				Max per month				Velocity limit
	EUR	USD	CAD	GBP	EUR	USD	CAD	GBP	
Mastercard	1,400	1,500	1,900	1,200	2,750	3,000	3,750	2,400	5 attempts per 24 hours
Visa	1,400	1,500	1,900	1,200	2,750	3,000	3,750	2,400	5 attempts per 24 hours
my paysafecard	4,550	5,000	6,250	4,000	4,550	5,000	6,250	4,000	10 attempts per 24 hours / 3 deposits per 24 hours
NETELLER	1,400	1,500	1,900	1,200	2,750	3,000	3,750	2,400	5 attempts per 24 hours
Entropay	1,400	1,500	1,900	1,200	2,750	3,000	3,750	2,400	5 attempts per 24 hours
Comgate	1,400	1,500	1,900	1,200	2,750	3,000	3,750	2,400	5 attempts per 24 hours
eKonto	1,400	1,500	1,900	1,200	2,750	3,000	3,750	2,400	5 attempts per 24 hours
Skrill	2,750	3,000	3,750	2,400	5,500	6,000	7,500	4,800	n/a
WebMoney	2,750	3,000	3,750	2,400	4,500	5,000	6,250	4,000	n/a

Limits applicable to withdrawals					
Method	Rollback*		Overcredit**		Velocity limit
	Minimum	Maximum	Minimum	Maximum	
Mastercard	USD 50	n/a	USD 100	USD 6,500	3 withdrawals per 24 hours
Visa	USD 10	n/a	USD 100	USD 6,500	3 withdrawals per 24 hours
NETELLER	USD 50	n/a	USD 1	USD 50,000	3 withdrawals per 24 hours
Entropay	USD 10	n/a	USD 100	USD 6,500	3 withdrawals per 24 hours
Skrill	USD 50	n/a	USD 0.01	USD 5,000	3 withdrawals per 24 hours
WebMoney	n/a	n/a	USD 10	USD 5,000	1 withdrawal per 24 hours
Wire Transfer	n/a	n/a	USD 45,000	USD 1,000,000	1 withdrawal per 24 hours
Bank Transfer	n/a	n/a	USD 10	USD 44,499	1 withdrawal per 24 hours

* Rollback is deemed to mean a situation where the gambling participant is paid out, from his user account using his registered payment method, funds in an amount not exceeding funds deposited by the gambling participant into his user account using his registered payment method in the past and not yet paid out.

** Overcredit is deemed to mean a situation where the gambling participant is paid out, from his user account using his registered payment method, funds in an amount exceeding funds deposited by the gambling participant into his user account using his registered payment method in the past and not yet paid out.

The above daily, weekly and monthly limits for deposits and withdrawal limits represent the basic limits; the maximum limit may be increased by the Operator under certain circumstances, in particular depending on criteria such as the number of deposits made into the user account by a particular gambling participant, number of games played by the gambling participant, the time period elapsed since the activation of his user account, and the scope of additional screenings of the gambling participant carried out by the Operator. Before the Operator approves any increase of limits for the relevant gambling participant, a number of additional "know your client" checks of the participant must be performed, the extent of which depends on the limits requested, and which are always comprehensive and go above and beyond the checks and measures required under the AML Act and the Gambling Act. Where the Operator grants gambling participants maximum limits, the maximum limit for deposits is derived from daily, weekly and monthly limits for deposits which may be up to USD 200,000 for a daily limit, USD 300,000 for a weekly limit, and USD 500,000 for a monthly limit. No limit for withdrawals applies to such gambling participants in this case.

Bets are placed in U.S. dollars, euro or British pounds; if the gambling participant has not established a wallet in the currency he wishes to place bets in, that does not prevent participation in the game, and funds are converted. For instance, if the gambling participant wishes to place a USD 10 bet but only has euro in his user account, a currency conversion will take place and the appropriate amount according to the XE exchange rate will be debited to the user account. The gambling participant is not charged any fee for such currency conversion. All such transactions are duly recorded and the gambling participant can check them.

The operator shall make a record of each financial transaction into and from a user account. That record shall include without limitation data identifying the gambling participant, the transaction amount and the transaction execution date. The operator shall retain the records for at least 10 years.

4. Temporary account and account

Each gambling participant must set up a user account; during this process, the gambling participant's identification and contact data is obtained. The Operator will set up a temporary user account for the gambling participant for the period up to the completion of registration.

Temporary user accounts may be kept active for a maximum of 30 days. When the temporary user account is active, the total stake (including the aggregate of separate stakes) shall not exceed CZK 3,000. Deposited stakes or winnings cannot be withdrawn from a temporary user account.

If a gambling participant has been registered, the Operator shall transfer any recorded funds or gaming resources from the participant's temporary user account to his user account. If a gambling participant is not registered, the Operator shall return any undrawn deposit to him no later than 7 days from the date of closure of his temporary user account pursuant to the above-mentioned rules. Registration cannot be carried out once 30 days have elapsed since the date on which a person has applied for registration.

Once the gambling participant has made a deposit using his registered payment method and funded his user account, he can start playing games and making bets. Deposits into the temporary user account may be made even through an unregistered payment method, subject to the aggregate statutory limit of CZK 3,000.

Under the Gambling Act, deposits can only be accepted and withdrawals made using the gambling participant's registered payment method (save for the above-mentioned exception applicable to temporary user accounts). Each deposit and withdrawal is monitored to prevent fraud. Transfers of funds between gambling participants are not permitted under the Gambling Act.

Refund of user account balance

In the event of termination of a temporary user account, the Operator shall transfer the undrawn deposits to the gambling participant within 7 days after such termination. In case the Operator does not possess data to a payment method of the gambling participant allowing the receipt of funds or if the transfer is unsuccessful, such gambling participant shall be prompted to provide data to such payment method. In case the gambling participant fails to provide such data, the undrawn deposits shall be transferred to the gambling participant by means of a virtual payment card (while the Operator charges EUR 3 for issuance of such virtual payment card) at the latest on the 7th day after the termination of the temporary user account.

In the event of termination of a permanent user account pursuant to a request of the gambling participant, the Operator shall transfer the user account balance to the gambling participant's registered payment method allowing the receipt of funds within 7 days after such termination. In case the gambling participant does not have a registered payment method allowing the receipt of funds or if the transfer is unsuccessful, such gambling participant shall be prompted to provide data to such payment method and verify that he is the owner/holder of such payment method. In case the gambling participant fails to provide data to such payment method and verify it by the 7th day after the termination of the user account, the user account balance shall be transferred to the gambling participant by means of a virtual payment card (while the Operator charges EUR 3 for issuance of such virtual payment card).

In the event of termination of a permanent user account by the Operator due to a gross breach or a consistent breach of the game plan or the law by the gambling participant, the Operator shall in its sole discretion either (i) block the gambling participant's access to gambling games and allow him to only withdraw the user account balance using a verified payment method allowing the receipt of funds, or (ii) transfer the user account balance to the gambling participant's registered payment method allowing the receipt of funds within 7 days after such termination, while in any case the gambling participant shall be informed of this by email. In case the gambling participant does not withdraw the user account balance in a reasonable period of time, or does not have a registered payment method allowing the receipt of funds, respectively, or further if the transfer is unsuccessful, the user account balance shall be transferred to the gambling participant by means of a virtual payment card (while the Operator charges EUR 3 for issuance of such virtual payment card). However, in case of reasonable suspicions of a fraud by the gambling participant by which the Operator and/or other gambling participants may have come to a monetary harm, the Operator shall have the right to withhold the user account balance until the case has been investigated, and, provided that the fraud is documented, unilaterally decrease the user account balance available for refund to the gambling participant by the amount of documented monetary harm for the purposes of its compensation.

5. Placing odds bets

Types of odds betting

The Operator offers the following types of odds betting:

Single Bet: A single is a bet on one selection related to a betting event. If the outcome of the selection that was bet on turns out to be true, the gambling participant is entitled to winnings in amount equal to the product of the odds at which the bet has been accepted, and the amount of the bet.

Accumulator Bet: An accumulator bet is a bet on two or more individual selections, and all selections included in the accumulator bet must be guessed correctly for the gambling participant to be entitled to a win. The amount of winnings for an accumulator bet is equal to the product of the odds of all the selections included in the accumulator bet, and the amount of the bet.

Types of markets

Bets can be placed on markets offered by the Operator for the individual betting events, in particular the following:

- the outcome of a betting event, e.g. win, loss, draw (if it can be achieved in that specific betting event);
- exact score at a given stage of a betting event (e.g. after a third, half or the entire regular time);
- win, advancement to a later stage, or specific position of a given contestant in short- or long-term betting events;
- facts directly related to the progress or result of a betting event, such as number of goals, points etc. scored by individual contestants, members of a team, or by all contestants in the competition (e.g. league) round, or the difference between the number of goals, points, etc. scored by individual contestants.

Placing the Bet

1. Gambling participants can play the games using two basic methods: either through an application they can download from the Operator's webpage (the Operator does not charge any fee for the download) and then install, or they can participate in a game directly on the Operator's webpage.
2. Gambling participants must log in into their user account. The system also includes identification and contact data of the Operator, of the government authority that has granted the basic license, and a link to the Operator's webpage containing a warning that participation in gambling may be harmful, including contact data of an institution engaged in the prevention and treatment of problems related to pathological gambling. The user interface contains an indicator of the elapsed time of participation in the gambling, and a warning that participation in gambling may be harmful.
3. After log-in, the gambling participant clicks on a tab to access specific categories of betting events that can be bet on. After a specific betting event category is selected, all the betting events available in that category are displayed.
4. After the gambling participant selects a specific betting event, all the markets offered in connection with that betting event and their odds are displayed.
5. After the gambling participant selects a specific market (for instance, the exact score of a betting event) he wishes to bet on, the gambling participant clicks on or puts in a specific outcome (e.g., 3:1 for the host team), and includes it in his bet slip as a result. The amounts of individual bets can be selected in the bet slip; gambling participants can only bet funds in their user accounts, or less, if they opted for self-limiting measures, as described above.
6. If the gambling participant includes multiple selections in the bet slip and checks the relevant boxes, accumulator bets and betting combinations pre-set by the Operator (see below), which can be put together using selections included in the bet slip by checking the relevant boxes, will be displayed automatically in addition to single bets. The gambling participant then indicates in the bet slip which of the bets on offer (single and accumulator bets) or betting combinations pre-set by the Operator the gambling participant wishes to bet on by putting in bet amounts next to such selected bets and betting combinations.

6.1. Betting combinations pre-set by the Operator include the following:

- 6.1.1. Trixie – 4 bets on 3 different selections: 3 accumulator bets, always on 2 selections, and 1 accumulator bet on all 3 selections;
- 6.1.2. Patent – 7 bets on 3 different selections: 3 single bets, 3 accumulator bets, always on 2 selections, and 1 accumulator bet on all 3 selections;
- 6.1.3. Yankee – 11 bets on 4 different selections: 6 accumulator bets, always on 2 selections, 4 accumulator bets, always on 3 selections, and 1 accumulator bet on all 4 selections;
- 6.1.4. Lucky 15 – 15 bets on 4 different selections: 4 single bets, 6 accumulator bets, always on 2 selections, 4 accumulator bets, always on 3 selections, and 1 accumulator bet on all 4 selections;
- 6.1.5. Super Yankee – 26 bets on 5 different selections: 10 accumulator bets, always on 2 selections, 10 accumulator bets, always on 3 selections, 5 accumulator bets, always on 4 selections, and 1 accumulator bet on all 5 selections;
- 6.1.6. Lucky 31 - 31 bets on 5 different selections: 5 single bets, 10 accumulator bets, always on 2 selections, 10 accumulator bets, always on 3 selections, 5 accumulator bets, always on 4 selections, and 1 accumulator bet on all 5 selections;
- 6.1.7. Heinz – 57 bets on 6 different selections: 15 accumulator bets, always on 2 selections, 20 accumulator bets, always on 3 selections, 15 accumulator bets, always on 4 selections, 6 accumulator bets, always on 5 selections, and 1 accumulator bet on all 6 selections;
- 6.1.8. Lucky 63 – 63 bets on 6 different selections: 6 single bets, 15 accumulator bets, always on 2 selections, 20 accumulator bets, always on 3 selections, 15 accumulator bets, always on 4 selections, 6 accumulator bets, always on 5 selections, and 1 accumulator bet on all 6 selections;
- 6.1.9. Super Heinz – 120 bets on 7 different selections: 21 accumulator bets, always on 2 selections, 35 accumulator bets, always on 3 selections, 35 accumulator bets, always on 4 selections, 21 accumulator bets, always on 5 selections, 7 accumulator bets, always on 6 selections, and 1 accumulator bet on all 7 selections;
- 6.1.10. Goliath – 247 bets on 8 different selections: 28 accumulator bets, always on 2 selections, 56 accumulator bets, always on 3 selections, 70 accumulator bets, always on 4 selections, 56 accumulator bets, always on 5 selections, 28 accumulator bets, always on 6 selections, 8 accumulator bets, always on 7 selections, and 1 accumulator bet on all 8 selections; and
- 6.1.11. Super Goliath – 502 bets on 9 different selections: 36 accumulator bets, always on 2 selections, 84 accumulator bets, always on 3 selections, 126 accumulator bets, always on 4 selections, 126 accumulator bets, always on 5 selections, 84 accumulator bets, always on 6 selections, 36 accumulator bets, always on 7 selections, 9 accumulator bets, always on 8 selections, and 1 accumulator bet on all 9 selections.

These combinations represent a simplified way of placing a larger number of bets without having to put them into the bet slip one by one. For instance, if the gambling participant makes 5 selections in the bet slip, ticks all the relevant boxes in the bet slip, and then puts in USD 1 next to the Lucky 31 combination offered, 31 x USD 1 will be bet in total, i.e., USD 1 per each bet included in the combination. The bets included in the combination are separate and are evaluated separately, i.e., each single bet and accumulator bet in a combination will have its own outcome, and if the selection(s) are guessed correctly, it will mean a win equal to the product of the amount of the bet (USD 1 in this particular example) and its odds.

7. Finally, when the gambling participant is prepared to place his bet(s) included in his bet slip, he just clicks on "Place Be", and a summary of the bet(s) will be shown within the same tab. However, an odds bet shall not be placed if between the inclusion of the bet in the bet slip and the processing of the bet by the Operator, the odds offered for the selection change. In such case, the gambling participant will be alerted to the fact and asked if he wishes to place bets at such new, current odds shown in the warning notice. Before the gambling participant clicks on "Place Bet" he can also tick the relevant box by which he accepts a potential change of odds between the inclusion of the bet in the bet slip and clicking on the relevant button.
8. Once the bet is placed, the Operator will deduct the amount corresponding to the amount of the placed bet(s) from the gambling participant's user account. Gambling participants can also track their placed and pending bets by clicking on the "Open Bets" tab. This tab also contains a link to another tab where the gambling participant can view the history of all bets placed by that gambling participant.

Live Betting

The Operator offers a live betting option for some markets, i.e., the option of placing a bet during an ongoing betting event (that is, even after it has started). A live bet will not be accepted if the odds for the relevant market change after the bet was placed on the bet slip but before it was processed. In such case, the gambling participant will be alerted to the fact and asked whether he wishes to place bets at the new, current odds, shown in the warning notice. Before the gambling participant clicks on "Place Bet" he can also tick the relevant box by which he accepts a potential change of odds between the inclusion of the bet in the bet slip and clicking on the relevant button.

Further, the Operator does not guarantee the possibility of live betting for any betting event or market; it further reserves the right to close or suspend the acceptance of live bets for a given event or market at any time.

The Operator reserves the right to implement a delay in the process of placement of bets on the markets selected.

Miscellaneous

The Operator is not required to provide gambling participants with any added information concerning betting events/markets. If such information is displayed in the system, it is only indicative, and gambling participants should not solely rely on it when placing bets, but should rather gather enough information about the relevant betting event/market also from other sources.

Accumulator bets will not be accepted if they contain related selections. Bets accepted in error, at variance with the previous sentence, will be assessed as follows: a related selection with the highest odds will be assessed, and the other related selections included in the accumulator will be assessed at the odds of 1.0.

The deadline for placing a bet shown next to the individual betting events or markets serves for information purposes only. The Operator reserves the right, at its own discretion, to suspend,

partially or completely (with regard to some markets only), a betting activity at any time where it deems necessary.

Except as provided below under “Bet Cancellation”, a placed bet remains in place and cannot be canceled once it is accepted. It is the responsibility of every gambling participant to verify the accuracy of data when placing a bet.

The minimum amount of an individual bet varies depending on the type of a betting event/market and can be set within an interval of 0.01 to 0.1 USD / EUR / GBP. However, the Operator reserves the right to set a higher minimum amount of a bet, and to do so only for certain betting events or markets or their categories.

The System will not accept a bet (whether simple or accumulator) whose potential amount of winnings would exceed USD 50 000 or an equivalent of this amount in another currency. The maximum amount of an individual bet is limited only by the rule contained in the previous sentence, i.e. it can be determined as an amount equal to the limit of USD 50 000 divided by the odds of the respective bet.

It is not permitted to place bets based on an order of a third party (e.g. through a betting agent) and/or by a proxy. Where the violation of this rule is proved, the Operator is entitled to cancel such bets. In case of a reasonable suspicion of violation of this condition, the Operator is entitled to refuse to accept the relevant bet.

In case of a gross breach or a consistent breach of the game plan or the law, the Operator shall be entitled to cancel the gambling participant's user account through which the game plan or the law was breached, and terminate the contractual relationship with such gambling participant.

6. Determining the result, entitlement to receive winnings and payout of winnings

The gambling participant is entitled to receive winnings if the selection bet on turns out to be correct. Where accumulator bets are placed, the gambling participant is entitled to receive winnings if all selections within that accumulator bet turn out to be correct. The amount of the winnings is the product of the amount of the bet and the odds at which the bet has been accepted unless provided otherwise in this game plan.

The Operator may modify the odds, e.g., enhance the odds by means of a percentage increase. The terms on which such modification is made must be published by the Operator in advance, and the modification must be shown in the bet overview and recorded in betting history in the Operator's database. The methods of modifying (enhancing) the odds or the bets applied by the Operator include in particular:

- a) enhancement of the overall odds in which a bet would otherwise be placed, provided that the gambling participant meets the condition of (i) a certain minimum number of selections and/or (ii) minimum overall odds for all selections in a given bet and/or (iii) minimum number of selections in a particular category of betting events designated by the Operator (e.g., bets on the football Premier League, or a particular tennis tournament); and
- b) an overall increase of odds offered for (i) a given betting event, (ii) a given market, (iii) bets on a certain number of markets chosen by the Operator for that purpose and offered to the gambling participant, even for a limited period of time (e.g. a day).

The method of determination of outcomes and bet assessment in odds betting

In the case of all betting events, bets are assessed pursuant to the official results. Any subsequent correction or amendment to this result (due to a disqualification of any contestant later on, or a default result) will not apply for assessment purposes. The Operator's external contractors monitor

influencing of sport results against match-fixing, whether in terms of the overall outcome, course of the match or its individual parts.

Unless listed otherwise for a particular betting event, the outcomes of all bets shall be determined based on the official outcome of the betting event at the end of “regular time”. For the purposes of this game plan, regular time is defined as interpreted by the official rules published by the relevant governing sports association (or other competent body in the case of markets not related to sports). For football, for example, regular time is stipulated to be 90 minutes including injury time, but excluding extra time or penalties. The Operator may make exceptions to this provision in advance, which shall be indicated in the system.

If a betting event without a fixed regular time is not finished but a result is officially announced, any potential winnings shall be determined based on that particular official result (e.g., ski jumps, Formula 1, baseball), unless this game plan expressly stipulates otherwise.

Unless otherwise stated in the system, in relation to all selections for an overall winner of the betting event, it is understood that if a bet is placed on a contestant who fails to participate for any reason, the bet will be considered lost if the betting event takes place, i.e., it is not cancelled.

The Operator reserves to reduce the winnings where two or more contestants tie for a position which is decisive for the outcome of the bet (e.g., the bet was placed on the specific position of the relevant contestant), with the winnings being divided by the number of contestants tying for the same position.

A minor error in the contestant's name will not be taken into consideration in the assessment of bets, provided that such error does not concern the substance of the bet placed, and cannot put the gambling participant in error.

The method and time limits for the pay-out of winnings:

All winnings are credited to the gambling participant's user account immediately upon the conclusion of the last betting event to which the bet relates, and after the publishing of the official results of such betting event.

In the event that a user account is credited with winnings as a result of an error, the Operator is entitled to deduct such incorrectly credited winnings from the user account of the respective gambling participant even without his consent. The Operator shall inform the gambling participant when proceeding in such manner.

To withdraw money, gambling participants may click “Cashier” in the system and select “Cash Out”. They will then be prompted to enter a cash-out amount. Once they confirm the amount, the money will be transferred into their registered payment method.

In order to combat money laundering, the Operator applies the following measures:

- The identities of gambling participants are properly verified and sufficient information gathered and recorded to permit the Operator to perform “know your customer” checks.
- New gambling participants who do not appear to be legitimate or where there is suspicion of criminal conduct or association are referred to the Money Laundering Reporting Officer and/or other appropriate officers before any active relationship is entered into.
- Established relationships are regularly monitored, to ensure that play is congruent with gambling participant profiles.
- Analytical tools are continuously applied to measure current and historical patterns of play of the gambling participants in order to identify potentially suspicious activity, especially in connection with large or abnormal transactions.

- Suspicious activity is acted on and reported promptly in accordance with internal procedures and will trigger further reporting to applicable law enforcement and administrative authorities in accordance with applicable requirements.
- Records are retained to provide an audit trail and to serve as potential evidence.

The Operator cooperates and coordinates with any ensuing investigations or prosecutions by applicable law enforcement and regulatory agencies.

Irregular Betting

Where the Operator has reasonable doubts about the regularity of a bet, the Operator is entitled to:

- request further information from the gambling participant as may reasonably be required to investigate whether the gambling participant's actions constitute irregular betting;
- employ all reasonable means to investigate whether the bet is irregular;
- suspend the payment of winnings and/or their withdrawal from the user account,

and if these doubts are confirmed, the Operator shall be authorized to cancel such bet.

The Operator under no circumstances assumes any liability for any losses suffered by the gambling participant or other persons as may be incurred in connection with the placement of an irregular bet.

The Operator reserves the right, at its sole discretion, to collect and process any information in connection with the gambling participant's betting patterns, personal data, depositing of funds and any other related information and inquiries that will help the Operator to investigate any suspected breach of these game plan.

When exercising its rights, the Operator shall always proceed in a manner guaranteeing equal conditions for all gambling participants.

Bet Cancellation

The Operator shall cancel bets in the following cases:

- error in announcing a betting event or accepting a bet (except for odds on a market) through the Operator's fault (for instance due to technical or human error);
- placing the bet no longer makes sense due to force majeure (for instance, change of rules applicable to the betting event);
- in the case of erroneously offered odds, which, if combined, make it possible for the gambling participant to certainly win;
- where due to a technical or other error a bet is accepted which does not meet all of the requirements set out in the Gambling Act, AML Act or the present game plan or which otherwise contradicts the same;
- with respect to odds betting save for live betting:
 - betting effected after the betting event has started;
- with respect to live betting:
 - betting effected on particular selections after their outcome has become known;
- betting effected on particular selections which have already been decided;

- the cancellation (including retroactive cancellation) of a betting event or the non-announcement of its official outcome;
- betting effected for the better position of any of the contestants, if none of them takes part in the betting event;
- betting effected for the individual result of a contestant in a given market, where such contestant does not participate in it (e.g., a bet on whether the contestant or a team member scores a goal);
- a change in the location of the betting event (i) to take place at the opponent's home stadium, (ii) in the case of international matches, in another foreign country (this provision does not apply to a betting event taking place on neutral ground, to betting events within a tournament, bets on position in the table and other bets of a long-term nature, as well as cases where the opponent's home ground is chosen as the location of the betting event);
- in the event that a betting event is suspended or postponed and is resumed or takes place more than 72 hours after its originally scheduled start (this does not apply to odds betting on betting events where the outcome is already clearly determined);
- not all matches or other events take place in the given contest (league) round in relation to the bets linked to the course of such round (e.g., bets for how many goals will be scored in the given league round);
- the terms of the betting event were changed or the event terminated early, and the exact outcome bet on could not be reached;
- a baseball match does not take place at the time announced by the Operator for any reason; and
- due to a retirement during a tennis match (this does not apply to odds betting on betting events where the outcome is already clearly determined at the moment of retirement, e.g., the result of the first set if retirement occurs in the second set).

Bets will be cancelled primarily before their assessment. In the event of the cancellation of a bet, the Operator will make every effort to contact the gambling participant before the betting event starts. If the reason for cancellation is only discovered after the bet assessment, the Operator will cancel the bet retroactively.

Where a single bet is cancelled, the bet (deposit) is refunded; the gambling participant will therefore receive an amount equal to their bet. As regards accumulator bets, the bet will be cancelled only if there is a reason to cancel all selections included in the accumulator bet; if only a portion of an accumulator bet (only some of the selections) is cancelled, the remaining part of such bet will continue to be valid, whereas the odds for the cancelled selections will be replaced with 1.0 odds.

In the event of the erroneous settlement of a bet, the Operator will rectify any error and re-settle the bet. Any funds and/or winnings credited to a user account or cashed out due to an error may not be used or paid out, and the Operator will cancel any transactions for which such funds were used. In such case, the gambling participant is obligated to surrender such amounts at the Operator's request. If there are any funds in the gambling participant's user account, the Operator is authorized to withdraw the relevant amounts from the user account and/or cancel the transaction.

If funds are credited to the user account in error, the Operator shall deduct such incorrectly credited funds from the gambling participant's user account even without the gambling participant's consent, provided that the gambling participant was demonstrably able to ascertain that the winnings had been credited to his user account without authorization. Should such funds be used for odds betting or as bets in other games run by the Operator, all such bets will be cancelled. Such course of action

will be followed even in case that the relevant bets have already been assessed, and any winning proceeds paid out of the user account. Should this result in a negative balance in the user account, the gambling participant shall be obliged to settle the resultant debt within 10 days from the Operator's notice.

VIP Scheme

The Operator provides a VIP Scheme to gambling participants on the same terms for all gambling participants; under the VIP Scheme, gambling participants earn reward points as a result of their game play on the Operator's website.

A gambling participant earns a certain amount of reward points dependent on the amount, type, and value of odds bets placed. The reward points earned are subsequently converted into 'StarsCoins', which may ultimately be converted into merchandise and similar goods or funds credited to the gambling participant's user account. The terms and conditions for obtaining 'StarsCoins' will be published in the system.

The Operator may further provide gambling participants with deposit bonuses. Such bonus (and its amount) is displayed in the wallet accessed from the system, separate from other funds of the gambling participant, and is awarded to the gambling participant for making a deposit into his user account. However, the gambling participant cannot dispose with such funds in any way (unlike with funds deposited in his user account) until he receives a certain number of reward points. Any credited but currently blocked amount of the bonus will be released (and converted into funds as a result) step by step, gradually, whenever the gambling participant reaches a certain predetermined number of reward points announced by the Operator. Once any part of the bonus is released, i.e., converted into funds, such funds will have the same nature as deposits in the user account made by the gambling participant; it means that they may be used to bet or withdrawn by transfer to the registered payment method of the given gambling participant. Gambling participants have certain previously determined time intervals for the release of the entire bonus amount (i.e., to obtain the required number of reward points); if the bonus amount is not fully released within this time interval, it will be impossible to release the remaining part of the bonus, and the gambling participant's right to the bonus will be extinguished (precluded).

7. Claims and complaints

If a gambling participant is not satisfied with the services rendered, he can contact the Operator through a special form (Contact Support Form), or by sending an email to support@betstars.cz, in which he will describe in detail what problems he had encountered and what kind of solution he is looking for. The Operator will subsequently send the gambling participant an automatic confirmation of receipt of the complaint, and contact the gambling participant to resolve the situation with him. Such complaints are assessed within 90 minutes. Most complaints are resolved within seven days; if the complaint is not resolved within said time, the complaint is escalated to the management, and resolved within thirty days in such case. The Operator will extend this term (and will not dismiss the complaint after it elapses) by the time spent waiting for information and documentation to be delivered by the complaining gambling participant. A complaint can be filed within six months from the occurrence of the fact to which the complaint pertains. The preceding sentence does not preclude the gambling participant's right to claim the winnings within 1 year from the date of the evaluation of the respective market.

In the event of a dispute about the acceptance (or rejection) of any bet via the gambling participant's user account, the relevant records in the bet database log of betting Operator shall be decisive.

Gambling participants who are not satisfied with the way their complaint was resolved can ask the Operator to refer the case for a further assessment to the Senior Agent, the Escalation Point or to the Manager on Duty.

Gambling participants may also submit their disputes to the relevant body for out-of-court resolution of consumer disputes; the Czech Trade Inspection Authority serves as such for the gambling sector (see www.coi.cz).

8. Transitory and final provisions

In situations not covered by this game plan, or if its interpretation by the gambling participant and the Operator differs, the decision of the Operator will be binding. The relationship between the gambling participant and the Operator will be governed by Czech law. If any dispute between the gambling participant and the Operator cannot be resolved amicably, courts of the Czech Republic will have jurisdiction over such disputes.

This game plan shall enter into force on the day of entering into force of the decision on the granting of the basic license, ref. no.: MF-41208/2016/34-17.

Disclaimer: This version of the game plan is an unofficial translation of the binding Czech language version of the game plan approved by the Ministry of Finance of Czech Republic.