

## **ACCESSION AGREEMENT**

Via the present Contract, OPAP S.A. provides you access to services of games of chance conducted through slot machines of VLT type, under the terms and conditions below.

The conclusion of the Accession Contract shall be completed through the submission of the Individual Player Card issuance application. Via this application, you declare at the same time that you unreservedly accept the terms and conditions included in the Contract and that you are bound to fully abide by them.

PLEASE read the terms and conditions of the Contract carefully, as they constitute source of rights and obligations. PLEASE do not proceed to the submission an Individual Player Card issuance application in case that you do not agree with and do not accept the terms and conditions of the Accession Contract in their entirety.

### **DEFINITIONS:**

**Individual Player Card (IPC):** shall mean the unique card for every Player, which bears the name of OPAP S.A., the number of the IPC and the helpline for the service and support of Players, which is issued and owned by OPAP S.A., and which is necessary for the participation of the Player in Games conducted through Slot Machines.

**Online Player Account:** shall mean the unique account kept by OPAP S.A. for every Player, so that he/she may participate in one or more Games.

**Regulation:** shall mean HGC decision no. 225/2/25.10.2016 (GGI 3528/B/01.11.2016) titled: "Regulation of Matters on the Conduct and Control of Games of Chance conducted through Slot Machines of VLT type", as applicable.

**Venue:** shall mean the space where Games are conducted through Slot Machines of VLT type, which bears the lawful operation Certification mark.

**Central Information System (CIS):** shall mean all necessary hardware and software for the organization, operation, conduct, monitoring, recording, control and central management of the Games conducted through Slot Machines of VLT type.

**Game Cycle:** shall mean a full sequence of events, which takes place on the screen of the Slot Machine from the start of the Game, after the Player chooses it, and until the final transfer of credits to the credits meter of the Player or the loss of all credits bet in this sequence.

**Game Guide:** shall mean the guide issued by OPAP S.A. for every Game or Games category, which is made available to the Player in hard copy at the Venue, or in soft copy through the relevant section in the Slot Machine and/or through OPAP S.A.'s website, and which sets out the specific terms and the method of participation in each Game.

**Game:** shall mean the certified, in accordance with the Regulation, game of chance conducted exclusively through Slot Machines of VLT type, which bears the relevant Certification mark.

**Slot Machine:** shall mean the certified, in accordance with the Regulation, slot machine of Video Lottery Terminal (VLT) type, which is used for the conduct of Games and bears the relevant Certification mark.

**Player:** shall mean the natural person who owns an Individual Player Card.

**Session:** shall mean the time period between the moment that the Player inserts the IPC to a Slot Machine, until the moment he/she takes it out.

**Playing Behavior:** shall mean all details identifying the way in which a Player participates in the Games, such as, indicatively, the Venues he/she visits, the Slot Machines he/she prefers, the Games in which he/she participates, the amounts he/she bets, the time (days and hours) he/she usually plays.

**Terminal:** shall mean the necessary equipment of the Venue, which is connected to the CIS, for the Player to be served by the personnel of the Venue.

**Venue Manager:** shall mean the natural person who is responsible for the smooth operation of the Venue, in compliance with the provisions of the legislation, of the Regulation and of the relevant decisions and instructions of the HGC.

### **A. SCOPE OF THE CONTRACT**

The present Accession Contract is concluded between a natural person, above twenty one (21) years old, and OPAP S.A. It includes the terms and conditions of the issuance, management and operation of the IPC, the terms and conditions of the participation of the Player in the Games, the code of conduct at the Venues, the winnings payment method, and the general framework governing the relationship between OPAP S.A. - Player. The natural

person undertakes the obligation to observe the terms of the present Contract, the Regulation and the applicable legislative and regulatory framework on the conduct of Games. OPAP S.A. issues the IPC only provided that the conditions set out by law, the Regulation and the present are met, while it observes the terms of the present Contract, the Regulation and the applicable legislative and regulatory framework on the conduct of Games.

## **B. TERMS OF ISSUANCE, MANAGEMENT AND OPERATION OF AN INDIVIDUAL PLAYER CARD**

### **1. TERMS AND CONDITIONS OF ISSUANCE**

1.1 The IPC shall be exclusively issued in the name of a natural person who is above twenty one (21) years of age, and provided that the latter acts on his/her own behalf. The IPC shall not be issued when:

- OPAP S.A. has repeatedly submitted reports to the Anti-Money Laundering and Anti-Terrorist Financing Commission regarding the applicant, as such details are kept by OPAP S.A.;
- the HGC has prohibited the issuance of an Individual Player Card in the name of a particular person;
- the name of the applicant is included in a list of police, administrative or judicial authorities, or of international institutions, due to his/her implication in illegal activities;
- the applicant has previously submitted to OPAP S.A. an exclusion request from the participation in the conduct of Games (self-exclusion request);
- the applicant already holds another IPC;
- the applicant, upon the submission of an IPC issuance application, presents an antisocial behavior (e.g. indications of use of drugs or alcohol, violence), that does not guarantee his/her free and without defects will upon the conclusion of the Contract and the conduct of Responsible Gaming.

1.2 For every Player only one IPC is issued.

1.3 The Player shall be the only person using the IPC. The transfer of an IPC in any way, the concession thereof to a third person or the use thereof by a third person following authorization by the Player, as well as the communication of the Personal Identification Number (PIN) to a third person are prohibited. The Player shall be fully and exclusively responsible and shall bear the risk of any damage that may be incurred to him/her or to OPAP S.A. from the use of the card, in violation of this term, by a third person or from the access of a third person to the Online Player Account, using the Player's PIN.

### **2. PROCEDURE FOR IPC ISSUANCE**

2.1 The Individual Player Card is issued by OPAP S.A. with the simultaneous conclusion of the Accession Contract, following an application submitted to any Venue, as well as to points authorized by OPAP S.A. with properly trained personnel and infrastructure for the communication with CIS.

2.2 The application shall be accompanied by a copy of the identity card or passport. OPAP S.A. holds the right to request, per case, as to the identification of the applicant, other documents as well to crosscheck his/her details, while the Player shall provide any kind of assistance necessary for his/her identification.

2.3 The application serves as a solemn declaration towards OPAP S.A. and the HGC as to the accuracy and truthfulness of the details declared and as to the non-subjection of the applicant in the categories of persons for which no IPC is issued in accordance with the present terms.

2.4 In case the application is accepted, the IPC is issued immediately and delivered in person to the Player by the Venue personnel.

2.5 In case the application is rejected due to the non-fulfillment of the terms and conditions for the issuance of an IPC, the personnel of the Venue shall fill out in the application the rejection and the reason thereof in the relevant field. If the applicant wishes to receive more information, he/she may address OPAP S.A. in writing. The applicant has the option to submit his/her objections to OPAP S.A. in writing.

### **3. PERSONAL IDENTIFICATION NUMBER (PIN)**

3.1 The IPC works by using the Personal Identification Number of the Player, hereinafter the PIN. The PIN fully substitutes the signature of the Player, and is required for all operations through the Slot Machine or for transactions through the Terminal.

3.2 Following the issuance of the IPC, OPAP S.A., through the Venue personnel, delivers a temporary PIN to the Player generated by the CIS, which shall be entered by the Player upon the first use of the IPC once, to change the PIN through the Slot Machine.

3.3 The change of PIN is mandatory upon the first use of the IPC in the Slot Machine, and before the start of the first Game Cycle. Upon the change of PIN, the Player shall enter the number he/she wishes, which will apply thereafter for his/her participation in the Games, and for all other operations through the Slot Machine or the Terminal for which the use of PIN is required.

3.4 The Player shall memorize his/her PIN and ensure that no third person has access to it. In particular, the PIN shall not be mentioned on the IPC or kept with it.

3.5 In case the Player forgets his/her PIN, he/she may request the issuance of a new temporary one, through the submission of a written request to the Venue. Following the verification of the Player's details, for which (identification) the Player shall provide any detail and assistance requested, a new temporary PIN is issued. The Player contacts the call center to get the temporary PIN and follows and the change procedure described in term 3.3 to change it.

3.6 OPAP S.A. may, at its discretion, demand the change of PIN and proceed to the re-issuance of PINs for security reasons.

3.7 It is explicitly noted that the Player shall, for his/her own safety, change the PIN at regular intervals.

#### **4. ONLINE PLAYER ACCOUNT**

4.1 Every IPC corresponds to one Online Player Account, where all details laid down in the legislation and the regulatory framework are kept. There is one and single Online Player Account for every Player.

4.2 Any payments to and attribution of winnings from the Online Player Account through the IPC shall take place through crediting and deducting credits, respectively, to and from the Online Player Account, in accordance with the provisions of the present and the Regulation.

4.3 In case that credits are erroneously credited to the Online Player Account or more credits are credited (e.g. credits were credited even though there were no winnings, or more credits were credited that did not correspond to the winnings), OPAP S.A. will automatically deduct these credits from the Online Player Account and inform the player, without needing the cooperation of the Player to this end. In case that the balance of the Online Account does not suffice to deduct all credits that were erroneously credited, the Player shall immediately pay the difference. Until this payment is effected by the Player, OPAP S.A. holds the right to temporarily suspend the operation of the IPC and of the Online Account. The aforementioned apply as well in case of an erroneous deduction of credits.

4.4 The Player may, at any given moment, be informed on the available balance of his/her Online Account, by visiting the relevant section of the Slot Machine and using the PIN.

4.5 Furthermore, he/she may receive immediately in summary and in aggregate the transactions of the day, following a request submitted to the Venue.

4.6 Finally, he/she may request the detailed history of Sessions and financial transactions, for the time period explicitly stipulated in his/her request directly to OPAP S.A., following a relevant written request to the Venue or OPAP S.A. The detailed history of the Online Account shall be sent to the Player or the Venue declared by the Player as point of receipt. In case the time period is not specified in the Player's request, the detailed history regards the semester preceding the date of submission of the request.

#### **5. LOSS - THEFT - MALFUNCTION OF IPC**

5.1 The Player shall take all necessary measures to safeguard his/her IPC and PIN. In particular, he/she shall:

- use the IPC in accordance with the terms of the present, governing its issuance and use;
- strictly observe the instructions issued by OPAP S.A. from time to time, for cases of loss, theft or unauthorized use; and
- in particular, immediately notify OPAP S.A. through its call center once he/she becomes aware of the loss, theft or unauthorized use of the IPC by a non-beneficiary. OPAP S.A. keeps recorded files of the aforementioned notifications.

5.2 After OPAP S.A. is notified on the loss, theft or unauthorized use, the IPC is automatically canceled by OPAP S.A. The Player may submit a request for the replacement of the IPC to a Venue.

5.3. After OPAP S.A. is notified on the loss, theft or unauthorized use, the Player is not held responsible for any action where the IPC was used.

5.4 The Player shall be held responsible for any action that may have been carried out by a third person until OPAP S.A. was notified, while the latter bears no responsibility towards the Player.

5.5 The Player may submit a request to replace his/her IPC to a Venue, in case it is confirmed that the IPC malfunctions or has been destroyed. To replace the IPC, it is necessary to deliver the body of the previous IPC.

5.6 OPAP S.A. may impose charges for the issuance of a new IPC, in accordance with the price list eventually applicable and posted at the Venue.

## **6. CANCELLATION OF IPC - DEACTIVATION OF ONLINE ACCOUNT**

6.1 Besides the cases of term 5.4 above, the IPC may be canceled in the cases of the following paragraphs.

6.2 **PLAYER'S REQUEST:** The Player may submit a request to OPAP S.A., at any given moment, to cancel the IPC.

6.3 **HGC DECISION:** The IPC shall be obligatorily canceled, in case the HGC decides so.

6.4 **OPAP S.A. DECISION:** The IPC may be canceled by OPAP S.A. at any given moment and, indicatively, for technical or security reasons, or in case of an ex post revocation of the acceptance of the present terms or of the Accession Contract by the Player, or revocation of the Player's consent to OPAP S.A. to store and process his/her personal details. The cancellation takes place without prior notification of the Player. For the same reasons, OPAP S.A. may proceed to the suspension of operation or to the deactivation of an Online Player Account.

6.5 **CASE OF PLAYER EXCLUSION:** The IPC shall be obligatorily canceled in case the Player is excluded by the HGC or OPAP S.A., per what is specified in the relevant term below, in which case the Online Player Account is deactivated.

6.6 **BALANCE OF ACCOUNT:** In case the IPC is canceled, which means that the Online Account shall be deactivated, term 19.2 shall apply.

## **7. SUSPENSION OF IPC OPERATION**

OPAP S.A. holds the right, at any given moment and at its discretion, to temporarily deactivate the IPC, without prior information of the Player.

## **8. EXCLUSION OF PLAYER - LIMITATIONS OF USE**

8.1. **SELF-EXCLUSION:** Every person may, by his/her own volition, be excluded from participating in the conduct of Games. The Self-Exclusion is carried out following a Self-Exclusion request, either before the issuance of the IPC or after; thus, the operation of the Online Player Account is suspended and his/her participation in the Games through the IPC is prohibited.

8.2 **SELF-EXCLUSION BEFORE THE ISSUANCE OF THE IPC:** A Self-Exclusion request before the issuance of the IPC shall be accepted only for an indefinite time period, through a request in written submitted to a Venue or directly to OPAP S.A., and following an identity check, or by calling OPAP S.A.'s call center and following an identity check; its revocation is possible only after the lapse of six (6) months from the Self-Exclusion date.

8.3 **SELF-EXCLUSION - RESTRICTIONS OF THE PLAYER:** Every Player holds the right to submit a Self-Exclusion request or set other restrictions to his/her participation after the issuance of the IPC, such as:

- Self-Exclusion for an indefinite term;
- Self-Exclusion for a particular time period;
- Stop of the Session and exclusion of the Player from the conduct of Games until 00:00:00 of the same calendar day (day stop).
- Loss limit per time period (per session, day, week, month);
- Time limit per time period (per session, day, week, month).

8.4 The Player is asked to seek more information as to the options he/she has in the Games Guide or in the relevant material on Responsible Gaming made available in hard copy at the Venues, or through the Slot Machines or OPAP S.A.'s website. Furthermore, the Player shall, upon the commencement of the first Session following his/her registration, set:

- i. a loss limit per Session;
- ii. a day loss limit;
- iii. a day time limit.

The Player may modify these limits through the Slot Machine.

8.5 The Self-Exclusion request shall be submitted to OPAP S.A. by filling out the relevant special form at the Venue, or by calling OPAP S.A. call center, and after an identity check.

8.6 The Player sets restrictions (time - loss limits) through the respective section of the Slot Machine.

8.7 The restrictions set by the Player shall apply for the time they were set. The application of stricter restrictions to the Player has immediate effect. The application of looser restrictions to the Player shall enter into effect after the lapse of the time for which the previous stricter limitations were set. To lift the indefinite Self-Exclusion or the Self-Exclusion for a time period exceeding six (6) months, a written request shall be submitted only after the lapse of six (6) months from the date of commencement of the Self-Exclusion.

8.8 HGC DECISION: The exclusion of the Player may be decided by the HGC, in which case it applies as of the entry of the decision to the CIS.

8.9 OPAP S.A. DECISION: The exclusion of the Player may also be decided by OPAP S.A., at its absolute discretion and indicatively:

- In case it is proven that the information provided by the Player is untrue;
- In case that the Player's activity falls under the provisions of the legislation on money laundering and terrorism financing;
- In case of violation of the provisions of the legislative and regulatory frameworks governing the Games;
- In case the Player presents a criminal, antisocial or violent behavior, destructs or attempts to destruct the equipment of the Venue or seems to be using drugs or to be under the influence of alcohol or other addictive substances;
- In case the Player was ex post included in one of the categories of persons for which it is not permitted to issue an IPC;
- In case the terms of the present Accession Contract are not observed.

OPAP S.A. holds the right, at its discretion, to decide the subjection of the Player to particular restrictions instead of the exclusion.

The Player holds the right to submit his/her objections to OPAP S.A. in writing, which shall answer in a justified manner, unless otherwise established in the applicable legislative and regulatory framework.

## **9. NOTIFICATION OF CHANGE OF PERSONAL DETAILS**

9.1. The Player shall inform OPAP S.A. on every change to his/her personal details declared upon the submission of an IPC issuance application or later on, within reasonable time since the occurrence of the said change, by presenting the relevant supporting documents proving the change.

9.2 For this notification, the Player shall fill out and sign a personal details change notification application. The application, which serves as a solemn declaration towards OPAP S.A. and the HGC, shall be handed by the Player to the Venue.

9.3 The Player shall promptly notify OPAP S.A. on every change to his/her person, due to which he/she is entered in the categories of persons for which the issuance of an IPC is not allowed.

## **C. TERMS AND CONDITIONS OF PARTICIPATION IN THE GAMES**

### **10. PARTICIPATION METHOD**

10.1 To participate in the Games, an IPC is required which shall be issued in the Player's name.

10.2 To participate in the Games, the Player shall insert the IPC in the slot of the Slot Machine, and enter his/her Personal Identification Number (PIN).

10.3 The participation in the Games takes place against the payment of the fee set out. The minimum amount of initial entry to every Game Cycle is set to €0.10 and the maximum amount to €2.

10.4 The Player participates in the Game he/she will choose in the ways set out each time by OPAP S.A., among which are the following means:

- In cash;
- Use of prepaid card;
- Reinvestment of credits.

10.5 The participation in Games on credit is prohibited.

10.6 For every Game there are different rules of participation, which are laid down in the Game Guide.

## **11. GAMES CONDUCT METHOD**

11.1 The Games are based on actual or virtual rotating cylinders bearing several symbols. Winning depends on the formation of lines with combinations of similar or different symbols. Every winning combination for every line is laid down in the payout table of every Game, as can be found in the relevant section of the Slot Machines.

11.2 In case there are more than one winning combinations per line, the one paying the highest winnings is considered to be the valid one, while the rest combinations are not taken into account.

11.3 The Player selects the value his/her entry (within the limits mentioned above in 10.3), as well as the number of lines on which he/she will bet. The number of lines he/she may choose and the way of betting on them are set out in the relevant section of the Slot Machine for every Game.

11.4 The Player has the option to use a multiplier, through which the eventual winnings that may derive from the particular entry of the Player are multiplied.

11.5 The specific conduct method of every Game, the winning combination of symbols and the possible options of lines or scattered combinations (scatter) are set out in the Game Guide.

## **12. BONUSES**

12.1 OPAP S.A. may reward its Players. The terms and conditions governing the loyalty programs are formed observing the provisions of the Regulation and in accordance with the principle of equal treatment of all Players to be rewarded. OPAP S.A. may proceed, at any given moment, to the cancellation of any program for any reason, at its discretion.

12.2 The maximum amount of winnings, per the Regulation, in every Game Cycle is set to 5,000 EUR, including the value of all additional rewards of the Game, excluding an eventual Jackpot, in accordance with the Regulation.

## **13. JACKPOT**

13.1 A monetary prize of fixed or gradually increasing value is awarded to the Players, in case an event constituting a JACKPOT derives from the random number generator.

13.2 The event constituting JACKPOT is set by OPAP S.A., following HGC's approval when required in accordance with the Regulation, or following the issuance of a relevant Ministerial Decision when required.

## **14. FINANCIAL TERMS - ATTRIBUTION OF WINNINGS**

14.1 The deposits of amounts to the Player's Account are interest-free, regardless of the amount kept in his/her account.

14.2 The winnings of the Player deriving from his/her participation in the Games are added as credits to his/her available balance right after the completion of the Game Cycle from which they derived.

14.3 The maximum amount of winnings (including Bonuses) per Game Cycle may not exceed five thousand (5,000) EUR. The Player can be informed through the Slot Machine and the informational material at the Venue on the applicable maximum limits each time. Once the Player reaches this maximum limit, the Game Cycle stops.

14.4 Following the completion of every Session, the available balance of the Player is credited to his/her Online Account as credits, after deducting the corresponding tax to be attributed to the Hellenic State.

14.5 The Player may redeem credits from the available balance of the Player Account, in accordance with the provisions of HGC decision no. 129/2/7.11.2014, as applicable. In particular, without prejudice to the monetary limits laid down in the aforementioned HGC decision, the Player may redeem credits from the available balance of his/her Account as follows:

- Through the IPC, from the Venue cash desk. To this end, the Player requests from the Venue employee the withdrawal of money from his/her Online Account. The withdrawal is carried out obligatorily following presentation and use of the IPC in the cash desk card reader, and use of the PIN. If the PIN is correct, a check is carried out as to whether the Online Player Account contains the necessary funds. If the amount is available, the transaction is carried out normally, the money is paid in cash and a receipt is printed in two (2) copies, one (1) for the Player and one (1) for the Venue, with the details of the Venue, the Online Player Account number, the date and time of the transaction, the number of the transaction and the amount redeemed;
- To an account kept by the Player at a credit institution or payment institution. The Player, upon his/her registration or at any other moment, provides the Venue Manager with the details of his/her bank account

(IBAN and BIC). To this end, the Player shall present a copy of his/her bank account details or bankbook, proving that the bank account is in the Player's name, or that he/she is co-beneficiary of the account. The documents are digitized and sent to OPAP S.A., and the Player requests from the Venue employee the withdrawal of money from his/her Online Account. The withdrawal is carried out obligatorily following presentation and use of the IPC in the cash desk card reader, and use of the PIN. If the PIN is correct, a check is carried out as to whether the Online Player Account contains the necessary funds. If the amount requested is available, the transaction is executed normally, provided that the bank account number of the Player is confirmed. In case the Player does not confirm the bank account number registered in his/her Online Account, or there is no bank account registered, new documents shall be presented in order for the new details to be entered. If the Player does not have the aforementioned necessary documents, the transaction is canceled. In case the Player confirms the bank account number registered in his/her Online Account, the transaction is completed through a wire transfer. A receipt is printed in two (2) copies, one (1) for the Player and one (1) for the Venue, with the details of the Venue, the date and time of the transaction, the number of the transaction, the details of the Online Player Account and of the bank account, and the amount redeemed. The money is deducted from the Player's Account and transferred to a settlement account. On the next business day, a file with payments to the Players is sent to the bank executing the payments. The payments are carried out within three (3) business days. In case the transaction is executed, the money is transferred to the bank account indicated by the Player. In case the transaction is rejected due to the fact that the bank account is not correct or is inactive a) the money is returned to the Online Player Account, b) OPAP S.A. informs the Player on the rejection of the transaction. The Player shall go to a Venue and register the IBAN correctly to repeat the payment process.

14.6 In case the Online Player Account is deactivated, the balance remains available until the lapse of the time period provided for in the legislation for the prescription. After this time period ends, any remaining credits shall be attributed to the Hellenic State.

14.7 The Player's winnings are taxed in accordance with the provisions of the tax legislation per Session, and currently in accordance with the Code Provisions on the Taxation of Inheritance, Donation, Parental Grants, Dowries and Winnings from Games of Chance, as follows:

- Net winnings from €0.01€ to €100 are not taxed;
- Net winnings from €100.01€ to €500 are taxed with coefficient 15%;
- Net winnings from €500.01€ and beyond are taxed with coefficient 20%.

## **D. GENERAL FRAMEWORK**

### **15. VENUES OF CONDUCT**

15.1 The Games are lawfully conducted, exclusively at OPAP S.A. Venues, which bear a lawful operation Certification mark on their entrances, granted by the HGC.

15.2 Any agreements, oral or written, between the Players and the Venue Manager and/or the personnel, shall have no validity towards OPAP S.A. The Venue Manager and the eventual personnel of the Venue cannot undertake any commitments or conclude any obligations in the name of OPAP S.A. towards the Player.

### **16. CODE OF CONDUCT**

16.1 The Player, upon his/her entry to the Venue, shall behave properly and keep a low profile.

16.2 The entry to the Venue shall be prohibited to the Player following the consumption of alcohol, or if he/she is under the influence of addictive substances, or drowsy.

16.3 The Player shall comply with the instructions or suggestions of the Venue Manager and personnel.

16.4 The Player shall present his/her identity card and any other document certifying his/her identity, whenever this is requested by the Venue personnel or the HGC personnel authorized to this end, and in general he/she shall provide the necessary assistance for his/her identification.

16.5 The Player shall refrain from any action which could affect the free and independent will of another Player, especially through inciting, encouraging or advising another Player.

16.6 The Player shall not be accompanied to the Venue by a minor or a person under twenty one (21) years of age. Any kinship or guardianship relation does not lift this prohibition.

16.7 In case of non-compliance with the code of conduct of the present article, the Venue Manager or personnel may take all necessary legal measures for the Player to leave the Venue.

#### **17. PLAYER'S RESPONSIBILITY - PLAYER'S OBLIGATIONS**

17.1 The Player, via the present Contract, states that his/her participation in the Games constitutes his/her free and independent decision.

17.2 The Player shall comply at all times with the terms of the present, as they apply from time to time, and with the applicable legislative and regulatory framework, for which OPAP S.A. does not bear any responsibility to inform him/her.

17.3 The Player shall cooperate with OPAP S.A. so as to provide the HGC with any details it requests.

17.4 In case the Player violates the terms of the present and/or the applicable legislative and regulatory framework governing the Games, the Player shall compensate OPAP S.A. and any eventual third parties claiming under it for any incidental or consequential damage, with OPAP S.A. holding the right to exclude the Player from participating in the Games.

#### **18. LIMITED LIABILITY CLAUSE OF OPAP S.A.**

18.1 OPAP S.A. shall not be held responsible for any financial damage incurred to a Player that may be due to technical problems or to any other failure of technical nature, due to which the access of the Player to the Games and the services provided through Slot Machines is difficult or impossible, which is not due to fraudulence or grave negligence of OPAP S.A. or its agents, or which is due to factors exogenous to OPAP S.A. or its agents.

18.2 OPAP S.A. shall not be held responsible for any damage caused by the eventual improper use of the IPC or the Player Account by the Player himself/herself or third persons that do not hold the right to use the IPC and/or the Player Account.

18.3 OPAP S.A. shall not be held responsible for any damage that may be caused by the unilateral deactivation or cancellation of the IPC, which is carried out in accordance with the terms of issuance, management and operation of the IPC. OPAP S.A. shall attribute to the Player the balance of his/her Online Account, unless it is entitled or obliged to withhold it due to another legal cause, per the provisions of term 19.2.

18.4 OPAP S.A. holds the right to interrupt the Game Cycle and the Session for security reasons, especially in case the maximum time of inactivity, set by OPAP S.A., as described in the Games Guide, is exceeded.

18.5 OPAP S.A. shall not be held responsible in case the Game Cycle is interrupted for technical or security reasons before its completion, besides attributing to the Player the credits he/she had in the Online Account before the start of the particular Game Cycle.

18.6 OPAP S.A. holds the right to cancel a Game Cycle or a Session, or, in general, to refuse to provide its services, to not pay winnings to the Player, and to consider his/her participation invalid, in case there are reasonable grounds for irregular conduct of the Game Cycle, especially in case there are indications of fraudulence or intervention to the result with deceitful methods.

18.7 OPAP S.A. in no case shall be held responsible against the Player for lost profit of the Player suffered from the participation or not in the Games.

#### **19. TERM - TERMINATION**

19.1 The present Contract is concluded as a contract of indefinite term and may be terminated in writing, whenever and without previous notification, from whichever contracting party. The aforementioned termination shall mean cease of the Contract upon its receipt by the contracting party in writing.

19.2 In case of a complaint, the IPC shall be canceled and the Online Player Account connected to it shall close; if OPAP S.A. holds no legal right due to any cause (such as, indicatively, right to retention or offset) or obligation (such as, indicatively, following an order or judgment of any competent administrative or judicial authority) to commit the balance of the Online Account, the Player shall hold the right to receive the balance of his/her Online Account available upon the time of deactivation, following the provision of all necessary details by him/her and on the condition of his/her identification. OPAP S.A. holds the right to deduct any amount which corresponds to proven costs that it paid to keep the Account, as these costs are listed in detail by OPAP, following a relevant request of the Player, as well as to unilaterally proceed to an offset with any claim that it holds against the Player due to any cause.



## **20. AGREEMENT OF PROOF**

20.1 The contracting parties agree that the details lawfully entered to the Central Information System, as well as the records and details of OPAP S.A., issued and kept for accounting and supervising reasons in hard or soft copy, in accordance with the eventual legislative and regulatory requirements, including copies and excerpts thereof, serve as proof as to the entries they contain.

20.2 The copy or excerpt of the Online Player Account history constitutes adequate proof as to the transactions effected, the history of transactions of the Account and the balance available.

20.3 In case there are differences between the details entered in the Central Information System and the Online Player Account with other documents and details, the first ones shall always prevail.

20.4 OPAP S.A. shall keep proofs of its transactional relationship with the Player in electronic form, for as long as it is set out in the applicable provisions.

## **21. ASSIGNMENT**

The Player shall not assign or transfer any right and/or obligation deriving from the present Contract to any natural or legal third party.

## **22. PROCESSING OF PERSONAL DATA**

22.1 OPAP S.A. may keep and process records with the personal data willingly communicated by the Player through the submission of the IPC issuance application or later on, always in accordance with the applicable legislative and regulatory provisions, especially the ones on the protection of the person against the processing of personal data.

22.2 The Player provides to OPAP S.A., via the present, his/her explicit consent for the processing of his/her personal data, to the extent and degree permitted by article 3 of the Regulation, such as indicatively:

- storing, acquiring, copying, and using, for compliance reasons with the applicable legislative and regulatory framework and for scientific purposes, personal data which is entered in the CIS and regards himself/herself and the use of the Games, such as, indicatively, his/her personal details and the details of his/her Playing Behavior;
- storing, acquiring, copying, and using, for the implementation of loyalty programs in accordance with the commercial communication rules issued by the HGC, personal data which is entered in the CIS and regards himself/herself and the use of the Games, such as, indicatively, his/her personal details and the details of his/her Playing Behavior;
- storing, acquiring, copying, and using, for general commercial purposes, other personal data it receives by the Player outside of the CIS and which regards himself/herself and the use of the Games, and depersonalized data and statistics and demographic details, as well as forwarding them to and from OPAP S.A. Group companies or companies affiliated with it;
- processing details communicated by the Player for statistical purposes and for reasons of improvement of the services provided, on one hand within the framework of establishing and attending to the client relationship with OPAP S.A., and in particular he/she agrees to the storage of personal data that does not regard his/her identity for ten (10) years as of the conclusion of the client relationship, and to the safeguarding of the personal data concerning the transactions effected through the IPC for at least ten (10) years as of the time they were effected.

22.3 Once the Player fill in the relevant field in the IPC issuance application, he/she provides his/her consent for the storage, acquisition, copy and use, for commercial communication purposes, of personal data entered in the CIS which regards himself/herself and the use of the Games, such as, indicatively, of personal details, excluding the details of his/her Playing Behavior.

22.4 In any case, every Player holds all rights on his/her personal data before OPAP S.A., as subject of such personal data, namely the rights to information, access, objection and the right to temporary judicial protection, in accordance with the provisions of L. 2472/1997, as eventually applicable.

22.5 OPAP S.A. holds the right, though, to use or communicate the Player's personal data, provided that such action is considered (a) necessary for its compliance with the provisions of law and the fulfillment of its regulatory obligations, (b) in compliance with a court order, and (c) necessary for the protection of OPAP S.A.'s rights and ownership.

22.6 The Player acknowledges that the collection and processing of the aforementioned data is necessary for the fulfillment of the objectives and for the client relationship with OPAP S.A. to work in general, while any revocation of the present consent of the Player shall provide OPAP S.A. with the right to cancel the IPC.

22.7 The Player declares that his/her rights deriving from the provisions of articles 11 to 13 of L. 2472/1997 were communicated to him/her, and in particular:

- that he/she holds the right to have access, against a fee determined by the Hellenic Data Protection Authority, to the personal data OPAP S.A. holds, and to be informed on all personal data concerning him/her, as well as its origin, the purpose of its processing, the recipients or recipients categories thereof, and the development of its processing since he/she was last updates, and
- that he/she holds the right to submit an objection in writing, against the aforementioned fee, regarding the processing of his/her personal data, by submitting a request for a particular action, such as correction, temporary non-use, non-transfer or deletion thereof, without prejudice to the consequences set out above for the cancellation of the IPC, addressing the responsible person for the processing of personal data of OPAP S.A.
- The Player declares that he/she wishes to be informed by OPAP S.A., and by Group companies, on new Games and services they offer, and provides his/her explicit consent for the processing of data to this end.

22.8 OPAP S.A., to the extent that this is imposed by the applicable legislation and the regulatory framework, as well as for reasons of protecting transactions and of safeguarding the quality of the services provided, may record and archive all telephone communications of the Player, and other electronic communications and requests, via which the Player asks for clarifications regarding his/her Online Account or submits complaints, and also the entry and stay of the Player at the Venue. The Player, in case of a telephone communication, shall be informed on the aforementioned recording upon the start of the call with OPAP S.A., while a relevant sign notifying on the CCTV shall be posted in the interior of the Venues.

22.9 OPAP S.A. shall use reasonable and appropriate technical and organizational means to ensure that the processing of and access to the data of the Player does not incur accidental or unlawful loss, access or disclosure. The Player agrees that these means constitute sole responsibility of OPAP S.A. regarding the safety and treatment of data, and that they exhaust any obligation of secrecy.

### **23. COMPLAINTS**

23.1 OPAP S.A. wishes to respond to the Players' demands, ensuring a high level of services, fully observing the principles of Responsible Gaming. In case the Player has any problem with OPAP S.A. regarding its provision of services relating to the Games conducted through Slot Machines, he/she shall inform OPAP S.A. by filing a complaint, in order for the latter to examine and settle the issue.

23.2 In case of a complaint that regards the dispute of the Online Player Account balance or of transactions of the Online Account, it shall be immediately submitted, by filling out the relevant document at the Venue, and in any case before twenty five (25) transactions (amounts credited/debited to the Online Player Account) are carried out since the disputed entry.

23.3 In case of a complaint that regards the result of a Game Cycle, the non-attribution (in part or in whole) of winnings from a Game Cycle, the complaint shall be immediately submitted, by filling out the relevant document at the Venue, and in any case before ten (10) Game Cycles are conducted since the disputed Game Cycle.

23.4 Any other complaint shall be filed within a reasonable time since the event it regards, and it may be submitted either via phone to the call center of OPAP S.A., or in writing through the special complaints box at each Venue, or via letter to OPAP S.A., address 108 Athinon Ave., to the attention of KEP.

23.5. OPAP S.A. shall make every reasonable effort to reply to the complaints submitted within one month as of their receipt.

### **24. CALL CENTER AND RESPONSIBLE GAMING LINES**

Representatives of OPAP S.A. are always at the Player's disposal to attend to him/her and inform him/her on any matter regarding the conduct of Games through Slot Machines, as well as to provide information regarding the provision of assistance in case of an addiction.

To this end, the Player may call from a landline or a mobile phone, bearing the charges of calling a landline or those charges set out in the pricing policy of the phone operator of the Player, the following line:

210 5798888

## **25. MISCELLANEOUS**

25.1 The present Contract, as well as the texts to which it refers, consist the full agreement of OPAP S.A. with the Player regarding the matters it regulates.

25.2 In case any of the terms of the present is ruled void or invalid, this will not affect the validity or force of the other terms. OPAP S.A. may readjust any term, which is ruled void or invalid, in order for the reason of voidness or invalidity to be eliminated, keeping though its content to the extent possible.

25.3 OPAP S.A. may, following an approval of the HGC, amend any of the present terms or impose additional terms, while the amendment or the new term respectively shall be entered into force upon the day of its notification to the Player through the screen of the Slot Machine, and of the way he/she may search for the new terms. The acceptance of the amended or new terms respectively is carried out online. In case the amendments are not accepted, and for as long as this is the case, OPAP S.A. holds the right to refuse the provision of its services to the Player.

25.4 The present Contract is governed by Greek law. Any dispute that may arise from this Contract shall fall under the exclusive competence of the Courts of Athens.