Terms and conditions

Last Update: 06.12.2023

Version: 2.3

1. GENERAL

We, the website <u>www.lukki.com</u> ("Brand", "Website", "Company", "We", "Us", "Our") ensure that the Casino operates in accordance with applicable laws and regulations.

It is the player's sole responsibility to inquire about the existing laws and regulations of the given jurisdiction for online gambling.

2. RESPONSIBILITY OF THE PARTIES

The responsibilities for the fulfillment of these Terms and Conditions are allocated as follows:

- "Casino" ("Company", "We", "Us", "Our", "Website") provider of the facilities You use for entertainment purposes;
- "You" ("Player", "Your") end user, a participant in the casino games of chance:

By accepting these Terms and Conditions, you acknowledge that participating in games of chance carries the inherent risk of financial loss. The Casino shall not be held accountable for any damages or losses arising from your use of our services.

The Casino disclaims liability for issues related to hardware or software malfunctions, interruptions or losses in your Internet connection, or any other technical problems that might impede your access to the Website or disrupt your gameplay.

In the unlikely case where a wager or bet has been confirmed or a payment has been performed in error, the Casino reserves the right to the following actions:

 to cancel all wagers or bets accepted containing such an error, effectively reverting the account to the prior state in full; • to correct the mistake by re-settling all the wagers or bets at the correct terms that should have been available at the time that the wager or bet was placed in the absence of the error;

If the Casino mistakenly credits Your account with a payment, bonus or bonus funds or winnings that do not belong to you, whether due to a technical issue, error in the paytables, human error, or otherwise, the amount and/or the winnings from such bonus or deposit will remain the Casino property and will be voided. In case of the withdrawn funds that do not belong to you before We become aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. You are obliged to notify the Casino of any event of incorrect crediting within 24 hours from the event by email.

Furthermore, neither the Casino nor its management, employees, partners, or service providers guarantee that the software or the Website will meet all purposes, be error-free, or maintain uninterrupted accessibility. The Casino disclaims all liability for any direct, incidental, consequential, or special losses, expenses, or damages incurred from the use of the Website or participation in its games.

By using the Website, you agree to fully indemnify and hold harmless the Casino, including its management, employees, partners, and service providers, from any costs, expenses, losses, damages, claims, or liabilities that might arise from your use of our services.

Lastly, you acknowledge that the Casino has the sole discretion to determine any violations of these Terms and Conditions, which may result in sanctions as outlined in our Violations Policy. Such sanctions may include suspension, restrictions on communication channels, or permanent bans from participating in games of chance on the Website.

3. RESTRICTED COUNTRIES POLICY

The Casino accepts players only from those countries and geographic regions where online gambling is allowed by law. Your consent to the Terms and Conditions confirms that You are solely responsible for participating in games of chance offered by the Website and do not breach laws applicable to You in the local jurisdiction. Depositing real funds and playing for real money is subject to the laws of Your country, and it is Your sole responsibility to abide by your local regulations. Players are strongly recommended to inquire about the existing and applicable gambling laws and regulations before participating in games of chance on the website.

The Casino reserves the right to verify Your identity during the KYC (Know Your Customer) procedure. Should You breach the Restricted Countries Policy, the Casino does not guarantee the availability of a refund in case You manage to complete payment in breach of the Policy. Notwithstanding the above, the Casino will apply reasonable measures to remit the funds.

Restricted Countries Policy explicitly states that all bonuses are not available to players from Sweden. Any winnings obtained from the bonus regardless of the event or reason that occurred, issued to the Player from the country listed as Restricted or Restricted for receiving bonuses is automatically considered void.

For more information on countries restricted from receiving bonuses in the Casino, please see <u>Bonus Terms and Conditions</u>.

Users from the following countries and their territories ("Restricted Countries List") are not allowed to deposit and play real money games: Afghanistan, Aland Islands, Albania, Algeria, American Samoa, Andorra, Angola, Anguilla, Antarctica, Antigua and Barbuda, Argentina, Armenia, Aruba, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bhutan, Bolivia, Bonaire, Bosnia and Herzegovina, Botswana, Bouvet Island, British Indian Ocean Territory, Brunei Darussalam, Bulgaria, Burkina Faso, Burundi, Cabo Verde, Cambodia, Cameroon, Cayman Islands, Central African Republic, Chad, Chile, China, Christmas Island, Cocos (Keeling) Islands, Colombia, Comoros, Congo, Democratic Republic of the Congo, Dutch West Indies, Cook Islands, Costa Rica, Croatia, Cuba, Curação, Cyprus, Czech Republic, Côte d'Ivoire, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Falkland Islands (Malvinas), Faroe Islands, Fiji, France, French Guiana, French Polynesia, Gabon, Gambia, Georgia, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guinea, Guinea-Bissau, Guyana, Haiti, Hawaii, Heard Island and McDonald Islands, Holy See (Vatican City State), Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iran, Iraq, Isle of Man, Israel, Jamaica, Jersey, Jordan, Kenya, Kiribati, Kyrgyzstan, Lao People's Democratic Republic, Latvia, Lebanon, Liberia, Libya, Liechtenstein, Lithuania, Macao, Macedonia, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Martinique, Mauritania, Mauritius, Mayotte, Mexico, Micronesia, Moldova, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nauru, Netherlands, Nepal, New Caledonia, Nicaragua, Niger, Nigeria, Niue, Norfolk Island, North Korea, Northern Mariana Islands, Oman, Pakistan, Palau, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Pitcairn, Poland, Portugal, Puerto Rico, Qatar, Republic of the Congo, Réunion, Romania, Rwanda, Saint Barthélemy, Saint Helena, Saint Kitts and Nevis, Saint Lucia, Saint Martin (French part), Saint Pierre and Miguelon, Samoa, San Marino, Sao Tome and Principe, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra

Leone, Singapore, Sint Maarten (Dutch part), Slovakia, Solomon Islands, Somalia, South Georgia and the South, Sandwich Islands, South Korea, South Sudan, Spain, Sri Lanka, St Eustatius And Saba, Suriname, Svalbard and Jan Mayen, Swaziland, Sweden, Syrian Arab Republic, Taiwan, Tajikistan, Tanzania, Thailand, Timor-Leste, Togo, Tokelau, Tonga, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Turks and Caicos Islands, Tuvalu, Uganda, Ukraine, United Kingdom, United States of America, United States Minor Outlying Islands, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Virgin Islands, Wallis and Futuna, Western Sahara, Yemen, Zambia, Zimbabwe.

4. GAMES AVAILABILITY AND RULES

By accepting these Terms and Conditions you confirm that you know and understand the rules of the games offered on the Website. It is at your discretion to familiarise yourself with the theoretical payout percentage of each game. Please bear in mind that some games may be unavailable in certain jurisdictions, as required by the policies of game providers which may change from time to time.

Using a VPN to bypass a provider's block is strictly prohibited and may lead to confiscation of winnings.

1. Absolute Restriction

NetEnt will not permit NetEnt Casino Games to be supplied to any entity that operates in any of the below jurisdictions (irrespective of whether or not NetEnt Casino Games are being supplied by the entity in that jurisdiction) without the appropriate licenses.

Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Spain, Sweden, Switzerland, United Kingdom, United States of America.

2. Blacklisted Territories

All NetEnt Casino Games may not be offered in the following territories:

Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Belgium,
Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, Ecuador, Ethiopia,
France, Ghana, Guyana, Hong Kong, Italy, Iran, Iraq, Israel, Kuwait, Latvia,
Lithuania, Mexico, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines,
Portugal, Romania, Singapore, Spain, Sweden, Switzerland, Sudan, Syria, Taiwan,
Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United States of America,
Yemen, Zimbabwe.

- 3. Blacklisted Branded Games Territories
 The followed NetEnt Branded Games have some further restrictions in addition to
 the Blacklisted Territories set out above:
- 3.1 In addition to the jurisdictions set out in paragraph 2, Planet of the Apes Video Slot must not be offered in the following territories:

 Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine
- 3.2 In addition to the jurisdictions set out in paragraph 2, Vikings Video Slot must not be offered in the following jurisdictions:

 Azerbaijan, Cambodia, Canada, China, France, India, Indonesia, Laos, Malaysia,

 Myanmar, Papua New Guinea, Qatar, Russia, South Korea, Thailand, Turkey,

 Ukraine, United States of America.
- 3.3 In addition to the jurisdictions set out in paragraph 2, Narcos Video Slot must not be offered in the following territories: *Indonesia, South Korea.*
- 3.4 In addition to the jurisdictions set out in paragraph 2, Street Fighter Video Slot must not be offered in the following territories:

Anguilla, Antigua & Barbuda, Argentina, Aruba, Barbados, Bahamas, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Chile, Clipperton Island, Columbia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Greenland, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Japan, Martinique, Mexico, Montserrat, Navassa Island, Paraguay, Peru, Puerto Rico, Saba, Saint Barthelemy, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, South Korea, Suriname, Turks and Caicos Islands, United States of America, Uruguay, US Virgin Islands, Venezuela.

3.5 In addition to the jurisdictions set out in paragraph 2, Fashion TV Video Slot must not be offered in the following territories: *Cuba, Jordan, Turkey, Saudi Arabia.*

Universal Monsters (Dracula, Creature from the Black Lagoon, Phantoms Curse and The Invisible Man) may only be played in the following territories:

Andorra, Austria, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Cyprus, Finland, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Liechtenstein, Luxembourg, Malta, Moldova, Monaco, Montenegro, North Macedonia, Norway, Poland, Russia, San Marino, Serbia, Slovakia, Slovenia, Turkey and Ukraine.

Players from Canada are not eligible to play the games from NYX.

5. FEES AND TAXES

You are fully responsible for paying all fees and taxes applied to your winnings according to the laws of the jurisdiction of your residence.

6. USE OF THE PLAYER'S ACCOUNT

Your registration and the continued use of Casino services confirm Your being of age (18 or older) as required by applicable laws and regulations. You shall not provide access to the Casino account to any third party, including, but not limited to minors.

The Website can only be used for personal entertainment purposes and shall not be used for any type of commercial profit.

You are allowed to create and own only one (1) account at a time. Creation, possession, or usage of more than one (1) account (hereinafter - "Duplicate") leads to the cancellation of all payments to You and termination of the account(s) in violation of that rule by the applicable Violations Policy. Any bonuses or winnings received or accrued during the playthrough using a Duplicate account will be reclaimed by the Casino in full per the Violations Policy.

You must maintain your account and keep your details up-to-date. We strongly recommend contacting customer service to address the related matters.

7. KYC PROCEDURE

Know Your Customer (KYC) is the obligatory player verification procedure designed to ensure that the casino account holder is: i) a real person; ii) the funds deposited are of legitimate origin and belong to the casino account holder and iii) the funds released to the Player by the Casino will reach the destination payment account and person.

Typical KYC documentation required to consider the verification complete is listed below. Please note that the Casino reserves the request for additional documentation at its sole discretion.

- 1. proof of identity: government-issued identification that must contain the following info: full name, date of birth, issuance/expiry dates, and the photo; Examples: passport, identity card, driver's license.
- 2. proof of payment: the document confirming that You sent the payment to the Casino. In principle, it must show the sum debited, the name of the payment account holder, and the payment date. However, given the variety of payment methods available, their verification procedures might be slightly different.
- 3. proof of address: the document confirming Your place of residence stated during the registration process showing: your full name, residence address, and the issuance/expiry dates. Please note that You should submit the proof of residence no older than 90 days (3 months) of issuance.

Once the Know Your Customer procedure has been completed, You will be informed by email. You can also inquire about your procedure status by contacting customer service. Kindly note that the completion of Know Your Customer does not preclude the casino from requesting additional information (including, but not limited to the new proof of identity if the old one has expired or proof of address if You state the change in residence, etc.)

Non-provision on the Know Your Customer documentation prevents You from receiving payments from the Casino, of which you will be informed by email. The Casino will make reasonable efforts of several attempts to contact you using the details stated in your account. Note that the absence of contact from You or the continued refusal to complete the requested procedure(s) might result in account suspension and consequent closure. The outstanding account balance before account suspension or closure would be subject to payment after You complete the requested procedures.

The funds confirmed to be obtained with ill-gotten means or during any violation of the Casino Terms and Conditions according to the Violations Policy would be retained by the Casino.

8. PAYMENTS POLICY

The Website offers a variety of payment methods. Please visit the <u>Payments Page</u>, contact our support team at support@lukki.com, or use a live chat facility to inquire about the payment methods most favorable and suitable for your country of residence.

Using third-party payment systems is expressly prohibited. The Casino is not responsible for the lost funds deposited from or withdrawn to third-party payment

accounts. If the security check finds You in violation of the previously specified rule, the Casino reserves the right to void all resulting winnings.

The website allows playing with the following currencies: EUR, USD, CAD, NOK, AUD, NZD, ZAR, CHF, BTC, USDT, ETH, BCH, XRP, BNB, DOG, TRX, ADA, LTC.

The minimal deposit amount is 20 EUR/USD, 30 CAD/AUD/NZD, 200 NOK, 400 ZAR, 0.0001 BTC, 0.001 BCH, 0.01 LTC, 0.01 ETH, 0.001 XRP, 1 DOGE, 5 USDT, 2 ADA, 10 TRX, 0.01 BNB, and depends on the payment method You choose. The same applies for the maximum amount. Please be advised to check the Payments page or contact the casino support service for more details.

Please note that due to the nature of cryptocurrencies, deposit limits cannot be applied to the cryptocurrency deposits. Please feel free to use any other available deposit limitation option.

The minimal amount for withdrawal is 20 EUR/USD, 30 CAD/AUD/NZD, 200 NOK, 335 ZAR, 0.0006 BTC, 0.001 BCH, 0.01 LTC, 0.01 ETH, 0.001 XRP, 0.01 DOGE, 20 USDT, 9.0 ADA, 1100.0 TRX, 0.02 BNB, and would depend on the payment method you choose, with the same applied to the maximum amount. If the requested amount exceeds the limits of a particular payment method, it will be paid out in installments.

The Casino has a maximum withdrawal amount limitations of:

4000 EUR/USD/CHF, 6,000 CAD/AUD/NZD, 40,000 NOK, 65,000 ZAR, 0.10 BTC, 4,000 USDT per day; with the casino day starting at 00:00 and ending at 23:59 UTC (Coordinated Universal Time);

8000 EUR/USD/CHF, 12,000 CAD/AUD/NZD, 80,000 NOK, 130,000 ZAR, 0.21 BTC, 8,000 USDT per week; starting from the first successful payment sent to You during this week;

30,000 EUR/USD/CHF, 42,000 CAD/AUD, 48,000 NZD, 300,000 NOK, 500,000 ZAR, 0.8 BTC, 30,000 USDT per month; starting from the first calendar day of the month;

The above limitation is present at all times unless specified in the Terms and Conditions of a specific promotion. Withdrawal amount limitations might be also changed for the players with a higher VIP level at the Casino's sole discretion, of which players will be informed beforehand.

If your account has a winning balance subject to withdrawal more than 30,000 EUR/USD/CHF, 42,000 CAD/AUD, 48,000 NZD, 300,000 NOK, 500,000 ZAR, 0.8 BTC, 30,000 USDT, the Casino reserves the right to divide the payout into monthly installments of a maximum of 30,000 EUR/USD/CHF, 42,000 CAD/AUD, 48,000 NZD, 300,000 NOK, 500,000 ZAR, 0.8 BTC, 30,000 USDT until the full amount has been successfully paid out.

All progressive jackpot winnings are subject to full payment.

Maximum cumulative profit on all Casino Games (excluding any progressive jackpot wins) in any daily period (00:00-23:59 UTC) by each customer shall be capped at USD 100,000 (or currency equivalent) for VIP users, and at USD 50,000 (or currency equivalent) for non-VIP users. If a bet or wager is made by you that takes your profits over the limit within the daily period (00:00-23:59 UTC) you will be paid out up to USD 100,000 for VIP users and USD 50,000 (or currency equivalent) for non-VIP users and users on a Vip trial period, and any excess profits may, at our discretion, be voided entirely.

The Casino is not a financial institution and must not be treated as such. Your account will not bear any interest and no funds conversion or exchange services will be offered to You at any time.

9. FRAUD PREVENTION

The Casino utilizes a strict anti-fraud policy and various tools to prevent and detect fraudulent activities that could compromise the integrity and fairness of the gambling environment.

If You are suspected, including, but not limited to:

- collusion with other players events comprised of cooperation between two or more players to cheat or obtain an unfair advantage over the casino, e.g. sharing information or coordinating bets;
- development of strategies aimed at obtaining an unfair advantage and/or winnings - the intent to manipulate the game outcome with illicit profits secured;
- fraudulent actions against other casinos or within the Casino network and/or against payment providers - deceptive acts or schemes aimed at defrauding other casinos under the same platform or within the same network or targeting payment providers with the same actions;

- chargebacks initiating chargebacks of transactions or disputing the transactions made;
- creating more than one account with the intent of assuming the other person's identity regardless of the purpose;
- engaging in low-risk gameplay systematically covering only red/black outcomes in roulettes or systematically covering seventy (70) or more percent of the table (more than 25 of 36 numbers on the table) with the intent to disguise the origin and/or transfer the funds between players within the Casino:
- other types of fraudulent activities not included in the above list, as stipulated by the current fraud and money laundering prevention and combating financial terrorism practices;

The Casino has zero tolerance for advantage play. Any player who will try to gain the advantage of casino promotions agrees that obtained winnings and the promotions would be voided for the following reasons:

- use of stolen cards;
- creating more than one account in order to get an advantage from casino promotions;
- provision of deliberately incorrect registration data;
- provision of forged or intentionally modified original documents;
- any other fraudulent actions aimed at gaining the edge over the Casino;

The Casino reserves the right to apply restriction measures if any actions from the above would be detected in Your account, including, but not always limited to: voiding of any winnings obtained in violation and indefinite barring to the casino account access.

The Casino will retain any payments if Your account raises reasonable suspicions or if You have been involved in manipulating the casino systems. Criminal charges will be brought against any player or any other person(s) who has/have manipulated the casino system or attempted to do so. The Casino reserves the right to terminate and/or change any games or events that were proven to be externally manipulated to restore the gameplay to a pre-violation state.

Should You become aware of any possible errors or incompleteness in the software, You agree to refrain from taking advantage of them. You agree to report to the Casino any error or incompleteness immediately. Should You fail to fulfill such obligations, the Casino has a right to full compensation for all costs related to the error or incompleteness, including any costs incurred in association with the respective error/incompleteness and the failed notification.

Funds deposited to the Casino are intended for entertainment purposes only. As a money laundering prevention measure, any deposit is subject to wagering x times - meaning the player must place bets 3 times before the funds become available for withdrawal. The Casino will cancel any payments until the player has sufficiently wagered the deposits connected.

10. REFUND POLICY

A refund request will only be considered if it is requested within the first twenty-four (24) hours of the alleged transaction, or within thirty (30) calendar days if a Player alleges that another individual has accessed his/her Player Account.

If you have funded your account with a Credit Card Casino reserves the right to pay all withdrawal requests up to the total amount deposited as refunds against the purchases you have made. If your withdrawals exceed the total amount deposited, any excess amount will be paid to you via one of our alternative methods available.

Before a refund is processed all bonuses and winnings in your balance will be deducted prior to calculating the amount to be refunded.

In case any Credit Card purchases are considered to carry an unacceptable risk for security or legal reasons either by our Payment processors or by the Casino, we will initiate refunds for all such transactions back to the Credit Card, and notify all the appropriate authorities and parties.

All costs that may occur upon refund procedure are on the player.

Contact our support team at support@lukki.com to inquire about the possibility of a refund. List of required documents to proceed with the refund (please note that additional documents could be requested): photo of ID, photo or screenshot of the payment system, photo or screenshot of the document confirming the current address. We reserve the right to make a phone call to the number provided in your user account, which, at our discretion, can be a necessary part of the KYC procedure. Withdrawals may be terminated until the account is fully verified. We will make reasonable efforts to contact you regarding the withdrawal of funds, but if we are unable to reach you (by email or phone) within two (2) weeks from the date of the withdrawal request, the account will be locked since you have failed to pass the KYC procedure. All refund payouts are, in principle, processed between five and seven (5-7) banking days.

11. DORMANT ACCOUNTS

If You have not logged in or logged out for six consecutive months, your account obtains Inactive (dormant) status. The Casino reserves the right to charge Your account for a monthly administrative fee of a minimum 10 EUR (or an equivalent amount in Your account active balance currency) as long as Your account has a positive balance. By submitting the consent with these Terms and Conditions, You authorize the Casino to debit this fee from Your account at the beginning of the month following the day on which Your account has obtained Inactive status, of which You will be informed by email. The Casino will stop deducting the administrative fee if your account is reactivated or the account balance reaches zero.

12. COMPLAINTS PROCEDURE

All players are offered the designated procedure of addressing their complaints to the casino. You are encouraged to submit the complaint through customer support channels, including, but not limited to: live chat facilities, support email address, or online form. You will be informed upon the receipt of the complaint no later than 24 hours after the submission. Once the Casino has finished the investigation, You will be informed of the results and resolution by email. A follow-up may be conducted to provide feedback regarding the complaints process and the outcomes. All complaints, investigations, and resolutions will be documented for record-keeping and quality-assurance purposes.

You may escalate the complaint to the gambling authority or request a review by a designated gambling dispute resolution service should You not be satisfied with the Casino resolution.

13. EXPIRY PERIOD

You agree that any claim and/or cause of action arising out of or related to these Terms and Conditions or a service provided by the Casino must be filed within one (1) year after such claim or cause of action arose.