I. General provisions

- 1. The organizer of the tournament under the name "Oddsee" (hereinafter: "Rozgrywki") is Oddsee Sp. Z oo with its seat in Gdańsk (80-864), at Jana z Kolna 11, entered into the register of entrepreneurs of the National Court Register kept by the District Court Gdańsk - North in Gdańsk, VII Commercial Division of the National Court Register, under the KRS number: 0000912839, NIP: 5833433895, REGON number: 389530529, share capital: PLN 20,000 - hereinafter: "Organizer" or "Oddsee".
- 2. The games will be run on the Web Application (hereinafter: the "Application") starting on November 1, 2022 until further notice.
- 3. The games are organized in virtual space.
- 4. The Organizer declares that the Games are not a game of chance, a raffle lottery, a mutual bet, a promotional lottery, as well as a game where the result depends on the case in any of the forms provided for in the Act of 19 November 2009 on gambling (text one Journal of Laws of 2022, item 888, as amended).
- 5. The Organizer is responsible for conducting the Games, providing the Application through which the Games are conducted, and selecting the winners of the Games.
- 6. The Competition Participant's task is to select the results of sports events in the world and in real time as part of the Tournaments in the form of a turn-based game. After each Turn, participants earn points depending on the correctly selected results of sports events. The place on the Tournament Table decides about the winnings.

II. Participation in the Games

- 1. Natural persons over 16 years of age may take part in the Games.
- 2. Employees of the Organizer and members of their families, i.e. spouses, parents and siblings, are not excluded from participation in the Games.
- 3. The necessary conditions to take part in the Competition are:
 - a. having an active account in the Application,
 - b. the Participant's declaration during registration that he has read these Competition Regulations and accepts their provisions.
- 4. By registering in the Games, the participant voluntarily agrees to the processing of personal data provided in the Competition registration form by the Organizer for purposes related to the conduct of the Games. The consent may be revoked at any time.
- 5. By registering in the Games, the Participant may voluntarily consent to the processing of personal data provided in the Competition registration form by the Organizer in order to inform in the future about the provision of similar

games related to Sports Games in the Application. The consent may be revoked at any time.

- 6. Detailed information on the purpose, method and scope of personal data processing can be found in the Personal Data Protection Policy.
- 7. Acceptance of these Regulations also means that the Customer agrees to the provision of electronic services.

III. Agreement for the provision of electronic services

- 1. The conclusion of the contract for the provision of electronic services takes place upon the acceptance of the provisions of the Regulations.
- 2. By accepting the Regulations, the Participant agrees that Oddsee will send all correspondence related to the functioning of the Application and the Competitions taking place within it by e-mail to the e-mail address provided by him. The participant has the right to transfer these documents to his own information carrier.
- 3. The participant may withdraw from the contract for the provision of electronic services, without giving reasons, by submitting a declaration within 14 days from the date of its conclusion. Withdrawal from the contract for the provision of electronic services is tantamount to the request to delete the account set up in the Application and resignation from the possibility of using it.
- 4. The contract for the provision of electronic services may be terminated by either party, without notice, for important reasons, which are considered in particular a breach of the provisions of the Regulations.
- 5. The contract for the provision of electronic services is automatically terminated if the account is deleted by the Participant.
- 6. All complaints regarding the provision of electronic services should be submitted by traditional or electronic correspondence to the Organiser's address.

IV. Protection of intellectual property

- 1. The Application contains content that is protected by intellectual property law, including in particular trademarks, know-how, the concept of the Games, graphic forms of the Application interface and other intangible goods subject to protection.
- 2. By concluding a contract for the provision of electronic services, we grant the Participant a license to use the Application. The license is non-exclusive, non-transferable , without the right to grant any further license and is not territorially limited. We grant licenses free of charge for the duration of the contract for the provision of electronic services.
- 3. The license allows you to use the Application to the extent that it is necessary for the proper, i.e. in accordance with the Regulations, use of the Application.

- 4. The license entitles you to use the Application in the following scope: entering information into the device's memory, saving information in the device's memory, displaying it on a mobile device, duplicating it in the device's memory, necessary to use the Application.
- 5. The Participant is not entitled to use the Application to a greater extent than resulting from the Regulations and the law.
- 6. The Participant undertakes to use the Application solely for his own use.
- 7. In the event of breach by the Participant of the terms of the license, Oddsee is entitled to terminate the contract for the provision of electronic services with immediate effect.

V. Hardware requirements and registration conditions 1.

The participant is not entitled to:

- a. post illegal or offensive content in the Application,
- b. post false or misleading content in the Application,
- c. post in the Application content that contains harmful code (e.g. viruses) or may cause disruptions or damage to the Application,
- d. take actions contrary to the Regulations,
- e. use the Application or its mechanisms to organize Mutual Bets, lotteries or any games, the outcome of which depends on the case, in any of the forms provided for in the Gambling Act of 19 November 2009.
- 2. To use the services available in the Application, you must have:
 - a. e-mail address and the corresponding electronic mailbox on any website, secured with a password;
 - b. access to a device connected to the Internet, e.g. a computer, telephone, tablet, which has a memory that allows you to store documents in electronic form;
 - c. access to a program that allows you to open and read documents in .pdf format, eg Adobe Reader, and to open photos in .jpg format .
- 3. To be able to use the Application, you must download it and install it on your device or log in to the application on the website www.oddsee.com.
- 4. The Application is downloaded in accordance with the rules specified by the following stores: Google Play (for Android), AppStore (for iOS) or another Application distribution channel.
- 5. The costs of data transmission required to download and use the Application shall be borne by the Participant on the basis of contracts concluded with telecommunications operators or Internet providers. Oddsee is not responsible for the amount of fees charged for the use of data transmission necessary to download and use the Application.

- 6. To participate in the Competition, you must create an account in the Application.
- 7. The participant can register in two ways:
 - a. By providing registration data, filling in the account registration form in the Application and confirming the registration by clicking on the activation link sent to the e-mail address provided by the Participant; after clicking on the activation link, the Participant will be redirected to the page with information about the successful activation of the account. The Participant should go to the Application to log in to the newly created and activated account using the login and password provided during registration.
 - b. By logging in to the Participant's account held by him on one of the social networking sites Google or Meta (formerly Facebook); in such a situation, providing registration data is not required, and the Participant agrees to the Organizer downloading his data provided on the social network used for registration; after Registration, the Participant will be automatically registered and logged in to the newly created and activated account.
- 8. The Participant's name may not violate the provisions of the Regulations, in particular, contain offensive or vulgar words. Oddsee reserves the right to change the Participant's name if it is classified as inconsistent with the Regulations.
- 9. If the Participant uses hardware and software that do not meet the technical requirements of the Application, Oddsee cannot guarantee the correct functioning of the services and informs that this may have a negative impact on their quality.
- 10. Apart from the cases provided for by applicable law, Oddsee is not liable for damages caused by:
 - a. inadequate connection quality, operation of malware on the device, damage or defect of telecommunications devices, power systems, operating systems, failure of the telecommunications network or power outage, interruption of the connection while using the Application, and any other interruptions in the operation of the Application, caused by independent of us,
 - b. failure to deliver or incorrect delivery of SMS or e-mail messages by the operators serving them,
 - c. force majeure, which is understood as extraordinary, external and unforeseeable and preventable events, which constitute an obstacle to the performance or proper performance of the contract for the provision of electronic services,

- d. change of settings on the mobile device or its software, made in order to use the Application in a manner inconsistent with the Regulations,
- e. sharing login data with third parties,
- f. by third parties, as a result of the device being made available to them by the Participant or in the event of loss of the SIM card or device.
- 11. The participant may delete his account. After deleting the account, the Participant's data is archived and processed for the time needed to achieve the purposes of their processing. The consequence of deleting the account is the loss of the entire pool of accumulated points and tokens irretrievably.
- 12. The Participant's use of the Application in a manner inconsistent with the Regulations, in particular by placing offensive, vulgar content in it, intended to mislead another person or aimed at influencing the operation of the Application or its damage, may result in a temporary suspension or removal of Participant's account via Oddsee. The Participant whose account was suspended or removed on the above basis shall not be entitled to any claims for damages or claims for the return, transfer or any settlement of points or tokens assigned to the Participant's account in the Application.

VI. Game

- 1. Participation of the Participant in the Competition is possible after logging in to the Participant's Account created in the Application and consists in reading the betting offer and the related official announcements of the Organizer.
- 2. At the time of registration, the Participant receives tokens to be used in the Competition.
- 3. Participation in the Games consists in selecting the results of the events included in the Competition's offer divided into Tournaments and betting on the result of individual events in the Tournament Tournaments with the number of chips selected by the Participant.
- 4. As part of the Games, the following are organized:
 - a. Classic Tournaments, within which individual betting Rounds differ in terms of their duration, and in order to place a bet within a given Turn, the Participant is obliged to monitor the opening and closing dates of registration for a given Turn;
 - b. Open Tournaments, where betting on all turns is available from the moment the Tournament opens.
- 5. The duration of a given Tournament is defined in its description. Joining the Tournament is possible no earlier than the date of its registration and no later than its closing date.
- 6. Joining the Tournament does not require any additional payment and is not connected with the withdrawal of tokens from the Participant's account.

- 7. There are betting Rounds within each Tournament; in each Round, Participants may bet on the events provided by the Organizer.
- 8. During a given Turn, the Participant may bet on one event (Simple Bet) or on many events (System Bet).
- 9. For each of the events in Turn, a rate reflecting the probability of a given event is predicted.
- 10. The description of each Turn specifies the maximum number of events that the Participant can bet in a Turn, the maximum number of Coupons that the Participant can bet per Turn and the maximum price of one Coupon, which is the product of the odds for individual events placed by the Participant.
- 11. In each case, the bet is placed as a result of the acceptance of the offer selected by the Participant and the payment of a pool of chips for the bet, which is confirmed by an electronic entry in the Participant's Account in the form of a Coupon, which is a proof of the bet.
- 12. Before the final approval of the bet, the participant of the Game is obliged to check the correctness of his instruction with the offer and official announcements of the Organizer related to the offer.
- 13. The list of bets (Coupons) placed by the Participant is available on the Participant's Account.
- 14. The application allows you to view the content of Coupons placed by other Participants only after the end of the Turn to which a given bet was related.
- 15. The participant has the option to remove the bet (by removing the Coupon) until the Round is closed. The chips used to place the bet will be automatically returned to the Participant's account.
- 16. The Organizer reserves the right to close or remove an event, Tour or Tournament in the event of events that prevent the settlement of the bet. In such a situation, the Participant has the right to remove the bet in accordance with point 15 above. If the Participant fails to remove the bet manually, after the deadline on which the Turn was to be completed, the Participant's Coupon will be settled at odds 1/1 and the Participant will receive points after the completed Turn.
- 17. Participants have the option of creating tournament subgroups and holding Closed Competitions within them (hereinafter referred to as: Clash Game). Participation in the Clash game requires an invitation from the group founder, and the Organizer cannot grant access to a person who has not received an invitation. As part of the Clash game, Participants place bets in accordance with the general rules resulting from these Regulations, with the difference that the results of the classification - in addition to the general classification - will also be created separately within the group created.

VII. Odds and scoring

- 1. The Organizer indicates the rates for individual events in the Application in the description of a given event within the Tour.
- 2. The event rate determined for a given option selected by the Betting Participant is used to calculate the winnings.
- 3. At any time of accepting bets, until the end of a given Turn, the Organizer reserves the right to change the amount of odds for any outcome of the event.
- 4. The current rate (obtained on the bet confirmation) at the time the bet is placed is considered to be the applicable odds for calculating the winnings.
- 5. The right to win occurs when the results of all bet events are correctly determined and the relevant provisions of these Regulations are complied with. The "win" is the number of points received by the Participants, which then determines the Participant's point classification.
- 6. The amount of winning in the case of simple bets is determined as the result of the sum of the bet chips multiplied by all the odds of correctly selected outcomes of the bet events.
- 7. In the case of a system bet, a win is only generated if the outcome of all bet events is correct. The amount of the winnings is determined as the result of multiplying the sum of the chips staked for each event by the product of the odds of the individual events.
- 8. The official result of the event determined in accordance with the rules set out above, the Organizer is obliged to present the Application Participant immediately after the official result is announced and determined by the Organizer on the terms specified in the Regulations.
- 9. For all bets, the official result is the result obtained in accordance with the regulations in force in the field of competition, e.g. for bets on regular game events, i.e. a football match, the official result is the result obtained after the statutory playing time has elapsed.
- 10. In the case of bets involving interrupted, missed events or otherwise preventing the proper qualification of their result, the Organizer, in accordance with point VI point 16, reserves the right to close or remove such an event, also after its completion. The settlement of the Coupon follows the rules set out in point VI point 16 of the Regulations.
- 11. In the event of an event in which two or more starters take the same place placed in bets - for the settlement of bets, it is considered as the official result that each of these starters took the same place (e.g. if players "A" and "B" took the same place). first place, the winner is both player "A" and "B"), unless the Organizer has specified different settlement rules and communicated them to betting participants before the end of the betting process.
- 12. In the event of an event for which the Organizer provides a handicap result in the betting program, the actual result adjusted for the handicap will be

considered official. A handicap is about giving one participant or team participating in the event offered a better starting position at the start of the event - in the form of additional points, number of goals, time, etc.

- 13. The official result determined in accordance with the rules set out above is not affected by subsequent decisions (e.g. protests, doping controls, forfeitures, etc.).
- 14. An official result of an event will not be determined if it has taken place before the date stated in the betting schedule and all bets on that event have been accepted after the event has started.

VIII. Classifications

- 1. Based on the total number of points scored in the Games, the Organizer creates the Tournament Table, including all Participants registered in the Games, taking part in a given Tournament. The place of individual Participants in the Table changes during the Tournament, as points are awarded after the completed Tournaments. After the end of the Tournament, the place in the Table is final and constitutes the basis for awarding the award by the Organizer.
- 2. In addition to the Tournament Table, the Organizer also creates the Seasonal Table, including all Participants registered in the Competition and taking an active part in bets within the Competition of a given sport discipline in the current season. The place of individual Participants in the Table changes during the season, as points are awarded after completed Tournaments and Tournaments. After the end of the season, the place in the Table is final and is the basis for awarding the distinction by the Organizer.
- 3. The results in the tables will be additionally ranked according to the region and sports disciplines bet by the Participants.

IX. Awards

1. For achieving a specific qualification in the Tournament Table or Seasonal Table, the Organizer provides for the award of distinctions in the form of an additional graphic decoration in the Tables, the right to periodically use the Premium functionality, additional Tokens, additional points to be used in Tournaments or other, provided by the Prize Organizer. Detailed rules for granting distinctions will be specified in the Annex to the Regulations.

X. contact

1. Contact with the Organizer is possible in electronic form to the e-mail address: <u>contact @ oddsee.com</u> or by traditional correspondence to the following address: ul. Jana z Kolna 11, 80 - 864 Gdańsk.

XI. Complaints procedure

- 1. Each Participant may submit a complaint to the Organizer in connection with the Competition.
- Complaints may be submitted in electronic form to the e-mail address: contact @ oddsee.com or by traditional correspondence to the following address: ul. Jana z Kolna 11, 80 - 864 Gdańsk.
- 3. The complaint should include: name and surname and correspondence address of the person submitting the complaint, as well as a detailed description of the reason for the complaint and the requested request.
- 4. Complaints may be submitted throughout the Tournament and no later than 14 days after its end in terms of allegations regarding a given Tournament. The date of registering the impact of the e-mail message containing the complaint on the server is decisive for meeting the deadline for submitting the complaint.
- 5. The organizer will consider the complaint within 14 days from the date of its receipt. The Organizer shall inform the Participant who submitted the complaint in writing about the consideration of the complaint, by registered mail sent to the Participant's return address, immediately after its consideration, and additionally by e-mail. For complaints submitted in electronic form, the response will be sent only in electronic form.
- 6. The participant has the right to pursue unrecognized claims in court proceedings before the place of jurisdiction for the Organiser's seat.

XII. Newsletter

- 1. By checking the appropriate box in the registration form, the Participant may start using the service of delivering content via e-mail (hereinafter: Newsletter) by the Service Operator.
- 2. The Service Operator is Oddsee Sp. z o. o. with its seat in Gdańsk (80-864), at ul. Jana z Kolna 11, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register, under KRS number: 0000912839, NIP: 5833433895, REGON number: 389530529, share capital: PLN 20,000 hereinafter: "Service Operator" or "Oddsee".
- 3. To use the Newsletter service, it is necessary to have access to the Internet and an e-mail address, but it is not necessary to meet specific technical requirements apart from having a standard operating system and a standard web browser.
- 4. The Newsletter service consists in the free of charge sending by the Service Operator to the e-mail address provided by the Participant, messages containing information about the offer, events and news in the field of the

Service Operator's activities, use of the Application and related events (including, inter alia, events sports).

- 5. By concluding a contract for the provision of the Newsletter service with the Service Operator, the Participant provides his e-mail address provided in the registration form in order to receive the messages referred to in the above provisions.
- 6. The provision of the Newsletter service will start after the conclusion of the contract for the use of the Newsletter service.
- 7. Individual messages sent as part of the Newsletter service are works within the meaning of copyright and are protected by law, therefore it is forbidden to copy, modify and use them in a manner inconsistent with the intended purpose without the express and consolidated consent of the Service Operator, expressed in at least a documentary form .
- 8. The contract for the delivery of the Newsletter is concluded for an indefinite period. The participant has the unlimited right to terminate it without giving any reason at any time. The termination notice should be submitted by e-mail or by traditional correspondence to the address of the Service Operator. The service operator may suspend or terminate the delivery of the Newsletter, about which he will inform the Participants who have concluded a contract for its delivery to the e-mail addresses indicated by them.
- 9. The Service Operator reserves the right to remove from the base of recipients of the service e-mail addresses, the owner of which has not consented to the provision of the service, as well as nonexistent or incorrect addresses.
- 10. The Service Operator is also the Administrator of personal data processed in order to provide the Newsletter service. Personal data is processed on the basis of a registration application, during which the Participant indicated his e-mail address and expressed the will to conclude a contract for the provision of the Newsletter service, always in accordance with the law and only for purposes related to the provision of the service. Providing this data is of course voluntary, but necessary for the provision of the service. In the remaining scope, information on the method of personal data processing can be found in the GDPR clause available on the Application website.
- 11. Due to the method of providing the Newsletter service, the Participant has the right to initiate a complaint procedure, to which the provisions of point XIII apply accordingly.

XIII. Final Provisions

1. In the event of postponing, repeating, canceling a sports event and in other situations not provided for in these Regulations, the Organizer will make a

decision on how points are awarded and to which classification they relate, after prior acquainting with the decision of the organizer of the sports event.

- 2. The Organizer informs that events that are not part of the standard operation of the Games, which cause or may cause disruptions to the operation of the Games, may have an impact on its course. In such situations, the decision to continue the Games is made by the Organizer.
- 3. The participant may resign from participation in the Games by providing the Organizer with such a declaration by e-mail sending an e-mail to the following address: <u>contact @ oddsee.com</u>. Resignation in the event of a Winner forfeits the right to the Award.
- 4. The organizer is entitled to amend these Regulations in the case of, inter alia, the necessity to take into account changes in legal regulations in order to clarify the provisions that raise doubts of the Participants or to better protect them, as long as it does not deteriorate the conditions of participation in the Games and change the basic rules of the Games. Amendments to the Regulations will not infringe the rights acquired by the Participants. Information about the amendment to these Regulations will be made available in the Application and will be sent by e-mail to all Participants who have signed up for the Competition before the date of amending these Regulations and have consented to the processing of personal data.
- 5. Participants will be notified of changes to these Regulations in advance, enabling them to become familiar with the changes in these Regulations and possible withdrawal from participation in the Competition. If the Participant does not accept the changed provisions of these Regulations, the Participant has the right to withdraw from participation in the Competition without any consequences.
- 6. The Organizer is not responsible for any arrangements, settlements or other types of agreements concluded by Participants through the Application or outside it, in connection with the Competition.
- 7. The Organizer is not responsible for any damage caused to any third party as a result of the Participant's use of the Application in a manner inconsistent with the Regulations, its intended use or the provisions of applicable law.
- 8. In matters not covered by these Regulations, the relevant generally applicable provisions of law shall apply.
- 9. These Regulations are valid from November 1, 2022 until the end of the Games, with the proviso that its provisions to an appropriate extent will be used to conduct any complaint proceedings.
- 10. The provisions of these Regulations do not infringe the rights of Participants who are consumers under applicable law, which shall apply first, before the provisions of these Regulations.