

## **Terms and Conditions**

Last Updated: January 14, 2025

These Terms and Conditions form a binding legal agreement regarding your use of the website <https://www.Midasjackpots.com/>, and any and all services provided by Prosperous Play US, LLC (“Prosperous Play”) related thereto, including, but not limited to, any and all subdomains, subpages, mobile versions, and successor sites thereof (the “Website”).

ALL DISPUTES REGARDING YOUR USE OF THE WEBSITE ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL BASIS. SEE PROVISIONS REGARDING “DISPUTE RESOLUTION AND ARBITRATION AGREEMENT” BELOW MORE INFORMATION.

THE WEBSITE DOES NOT OFFER REAL MONEY GAMBLING. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY IN ORDER TO PARTICIPATE IN ANY GAMES OR USE THE WEBSITE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING ANY GAMES.

You must read these Terms and Conditions carefully before checking the box for acceptance and/or otherwise using the Website. By using the Website or by clicking to accept or agree to these Terms, or by otherwise accessing the Games or registering an Account, you confirm that you have read, accept and agree to be bound and abide by these Terms and Conditions, our Privacy Policy, Responsible Social Gaming Policy, Sweeps Rules, and all other terms relating to your use of the Website. If you do not want to agree to these Terms of Use, our Privacy Policy, Sweeps Rules, or any other policy relating to your use of the Website and/or participation in the Games, you must not access or use the Website.

Prosperous Play reserves the right to amend the Website, and any service or material we provide on the Website, in our sole discretion, without notice, at any time.

Prosperous Play will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to Participants, including Registered Users.

## 1. **DEFINITIONS**

Account means an account held by a Registered User.

Excluded Territory means the state of Connecticut, Delaware, Idaho, Michigan, Montana, and Washington[AW1] in the United States, and any other jurisdiction outside of the United States and Canada.

Game means any one or more Gold Coin Game(s) or Sweepstakes Game(s) available on the Website. Prosperous Play reserves the right to add and/or remove Games from the Website at our sole discretion. Prosperous Play may stop (permanently or temporarily) providing any Games or any features within the Games and/or otherwise provided on the Website. Prosperous Play also retains the right to create limits on your ability to access the Games and/or other features offered on the Website at our sole discretion at any time.

Gold Coins means the virtual social gaming currency offered by the Website that enables you to participate in Gold Coin Games. The Website gives you free Gold Coins whenever you register an Account, and thereafter on a daily basis and/or other ways via the Website's free alternative methods (as more fully described in our Sweeps Rules). You may also win Gold Coins when you participate in a Gold Coin Game. Gold Coins have no real-world monetary value, and cannot under any circumstances be redeemed for prizes, cash, or any other form of currency.

Gold Coin Game means any game played with Gold Coins. Gold Coin Games are social games provided for entertainment purposes only. You may win more Gold Coins from playing Gold Coin Games. You cannot win prizes from participating in Gold Coin Games.

Payment Provider means any third party retained to accept payment from any Participant.

Participant or you means any person who participates in Games provided on the Website.

Prizes means Sweeps Coins and/or other prizes won from playing a Sweepstakes Game. Prizes are redeemable in accordance with our Sweeps Rules.

Registered User means a Participant who has successfully registered an Account.

Sweeps Coins means free sweepstakes entries used to play Sweepstakes Games. Prosperous Play may give you Sweeps Coins free of charge when you register an Account, as a free promotion/bonus item when you purchase Gold Coins, or via each of our free alternative methods (as more fully described in our Sweeps Rules). You may also win more Sweeps Coins when you play Sweepstakes Games. The Website does not allow you to purchase Sweeps Coins.

Sweeps Rules means the Sweeps Rules available on the Website.

Sweepstakes Games means any game played with Sweeps Coins. Only Sweeps Coins actually won from participating in a Sweepstakes Games (rather than collected using one of the free alternative methods offered by the Website) are eligible to be redeemed for prizes. Sweepstakes Games are played in accordance with our Sweeps Rules.

Third Party Websites means a third party website not controlled by, or affiliated with, Prosperous Play.

## **2. OPERATOR**

2.1. The Website is owned and operated by Prosperous Play US, LLC.

## **3. ELIGIBILITY**

3.1. By registering an Account and/or otherwise participating on the Website, you represent and warrant that:

(a) You are over 18 years of age or such higher minimum legal age of majority in the jurisdiction of your residence and are, under the laws applicable to you, legally allowed to participate in the Games offered on the Website;

- (b) You do not reside in or access the Website from any Excluded Territory;
- (c) You are participating in the Games strictly for recreational, amusement, and entertainment purposes only;
- (d) You are participating in the Games on your own behalf and not on the behalf of any other person;
- (e) All information that you provide to us is accurate and complete, and you will immediately notify us of any change to such information; and
- (f) You will not be involved in any unlawful or prohibited activity in relation to your or a third party's participation in any of the Games and you will not use any software-assisted methods or techniques (including, but not limited to, bots designed to play automatically) for your participation in any of the Games. You acknowledge that we reserve the right to invalidate any participation in any Game and/or terminate your Account in the event of such behavior.

3.2. Prosperous Play does not provide gambling services and the Games are not meant to be used in relation to any gambling activity. Prosperous Play offers entertaining online social casino games and related sweepstakes promotions not meant to trigger the prohibitions imposed by state and federal gambling laws in those states where Prosperous Play operates. You agree not to use the Website if doing so would violate the laws of your state, province, or country. It is the Participant's responsibility to ensure that his/her participation on the Website is lawful in their jurisdiction. Any person who knowingly accesses the Website in an Excluded Territory or commits any act in violation of the representations and warranties set forth herein, including any attempt to circumvent any geo-fencing and/or other restrictions put in place by the Website, shall be in breach of these Terms and Conditions and may be subject to civil and/or criminal liability as a result thereof.

3.3. Employees of Prosperous Play, any of their respective affiliates, subsidiaries, holding companies, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Games and their immediate family (spouse, parents, siblings and children, whether the relationship is by birth, marriage or adoption) are not eligible to win any Prize(s) offered by the Website.

#### **4. ACCESS TO WEBSITE**

4.1. Subject to your agreement and continuing compliance with these Terms and Conditions, Prosperous Play grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and use the Website, solely for your personal private entertainment and no other reason.

4.2. You acknowledge and agree that your license to use the Website is limited by these Terms and Conditions and if you do not agree to, or act in violation of, these Terms and Conditions, your right to use the Website may be immediately terminated.

4.3. You assume all risk relating to your use of and/or access to the Website. Where the Website or any Game is deemed to be illegal under the laws of the jurisdiction in which you reside or are situated, you will not be granted any license to use the Website or any of the Games and must refrain from accessing the Website or any Game. Any use of the Website in any jurisdiction where access to the Website is prohibited (including, without limitation, any Excluded Territory) shall be deemed void as a matter of law.

#### **5. REGISTERED ACCOUNT**

5.1. You may have only one Account on the Website. If we discover that you have opened more than one Account or are sharing an Account with anyone else, in addition to any other rights that we may have, we reserve the right to suspend or terminate any or all of your accounts and terminate, withhold, or revoke any Prizes (including, without limitation, any redemptions).

5.2. You agree to keep your registration details up to date at all times.

5.3. It is your sole and exclusive responsibility to ensure that your Account login details and any payment methods are kept secure and are only accessible by you. You should not share your Account or password with any another person. If you become aware, or reasonably suspect that, your Account has been compromised in any way, you must notify us immediately. You are solely responsible for anything that happens through your Account, whether or not you undertook those actions. You acknowledge that your Account may be terminated if someone else uses it and engages in any activity that breaches these Terms and Conditions or is otherwise illegal. You acknowledge that in no event shall Prosperous Play be responsible for any abuse or misuse of your Account due to your disclosure of your login details to any third party, whether such disclosure is intentional or accidental.

5.4. You are not allowed to transfer Gold Coins or Sweeps Coins between Accounts, or from your Account to other players, or to receive Gold Coins or Sweeps Coins from other Accounts into your Account, or to transfer, sell and/or acquire Accounts. Any attempt to do so will result in the automatic termination of your Account.

5.5. Prosperous Play reserves the right to deactivate your Account in the event your Account has been inactive for a period of at least twelve (12) months. In the event of deactivation, you acknowledge that all unredeemed Prize(s) associated with your Account are subject to forfeiture.

5.6. If you wish to terminate your Account, you may do so at any time via the Website or by emailing [Support@midasjackpots.com](mailto:Support@midasjackpots.com). Terminating your Account will forfeit all continued access to and right to use, enjoy or benefit from any Gold Coins, Sweeps Coins, and/or unredeemed Prizes associated with your Account.

5.7 Prosperous Play may suspend or delete your Account or any licenses granted herein at any time, for any reason, in our sole discretion. Termination of your Account will result in the forfeiture of all continued access to and right to use, enjoy, or benefit from any Gold Coins, Sweeps Coins, and unredeemed Prizes associated with your Account. Prosperous Play reserves the right to terminate your Account at any time, and you will be responsible for all charges to your Account at the time of termination.

## **6. GOLD COIN PURCHASES**

6.1. You are responsible for all transaction fees, charges or related costs that may be incurred as a result of your purchase of Gold Coins.

6.2. You represent and warrant that you are the lawful owner of any payment method used by you to make any purchase(s) on the Website. It shall be a violation of these Terms and Conditions for you to use any payment method that is not owned by you. Prosperous Play reserves the right to suspend and/or terminate your Account without notice upon being notified that any purchase made with your Account is charged back and/or was not made in the name of the person registered to the Account. Prosperous Play reserves the right to request documents and/or other necessary information to verify the legal and beneficial ownership of the payment method used by you to make Gold Coin purchases. In the event of a dispute regarding the identity of the person making a purchase, the purchase will be deemed made by the person in whose name the Account is registered. You acknowledge that no purchase is necessary in order for you to participate in any Games. For more information, please review our Sweeps Rules.

6.3. Prosperous Play utilizes one or more Payment Providers and you may be required to agree to additional terms and conditions directly with such Payment Providers. It is your sole responsibility to review and understand any applicable terms and conditions of any Payment Provider. Prosperous Play reserves the right to request documents and information to verify the ownership of the payment method you use to make any purchases. You agree that we and/or our Payment Providers may store your payment information to process future purchases. You must promptly inform our Payment Providers of all changes, including changes in your address and changes in your credit or debit card used in connection with billing or payment through the Website, if applicable. You are responsible for any credit card charge backs, dishonored checks, and any related fees that Prosperous Play incurs with respect to your Account, along with any additional fees or penalties imposed by our Payment Providers. In no event will we be liable to any Participant for any loss, damage or liability resulting from the Payment Provider's negligence and/or acts beyond the authority given by Prosperous Play.

6.4. Prosperous Play will not extend you any credit whatsoever for the purchase of Gold Coins.

6.5. From time to time, we may assign minimum or maximum Gold Coin purchases as specified and offered on the Website.

6.6. All purchases of Gold Coins are final and are not refundable, transferable or exchangeable. You agree to notify us of any billing problems or discrepancies within thirty (30) days from the date of your purchase. If you do not bring them to our attention within thirty (30) days, you agree that you waive your right to dispute such problems or discrepancies. You agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and any other liability incurred by us (including costs and related expenses) that were caused by or arise out of payments that you authorized or accepted or that were authorized or accepted using your Account (even if not authorized by you).

6.7. Purchasing Gold Coins allows you to participate in Gold Coin Games. A purchase is not a deposit of funds that can be withdrawn. Gold Coins do not have any real money value.

6.8. Prosperous Play reserves the right to suspend your Account if you have one or more purchases returned or charged back. In the event of any return or charge back, the amount of such purchases will constitute a debt owed by you to us and you must immediately remit payment for such purchases through an alternative payment method. Until payment is received by us or our Payment Provider, any purchases and/or winnings will be deemed void and requests to redeem Sweeps Coins for Prizes will not be allowed. Prosperous Play reserves the right to reverse the dispersal of any Sweeps Coins, and to withhold or cancel any Prizes generated from Sweeps Coins, associated with Gold Coin purchases that result in a chargeback.



## **7. GAMEPLAY**

7.1. You may participate in any Game only if you have sufficient Gold Coins or Sweeps Coins (as applicable) in your Account. Gold Coins or Sweeps Coins that have been submitted for play and accepted cannot be changed, withdrawn, or canceled and the Gold Coins or Sweeps Coins (whichever applicable) will be deducted from your Gold Coins or Sweeps Coins balance instantly.

7.2 Prosperous Play reserves the right to declare participation in and/or the result of a Game void, in our sole discretion, if we discover that there was any Website error, mistake, malfunction, failure to operate as intended, misprint or technical error on the pay-table, win-table, minimum or maximum stakes, odds or software.

7.3. In the event of a discrepancy between the result showing on a Participant's device and Prosperous Play's software, the result on the Prosperous Play's software will be the official and governing result.

## **8. PROMOTIONAL PLAY MODE**

8.1. All promotions, including Sweepstakes Games, contests, special offers and bonuses are subject to these Terms and Conditions, the Sweeps Rules and any additional policies that may be published at the time of the promotion.

8.2. In the event and to the extent of any conflict between these Terms and Conditions and any promotion-specific terms and conditions, the promotion-specific terms and conditions will apply.

8.3. Prosperous Play reserves the right to withdraw or modify any promotions without prior notice to you.

8.4. If, in the reasonable opinion of Prosperous Play, it is determined that a Registered User is abusing any promotion to derive any advantage or gain for themselves or other party, we may, in our sole discretion, withhold, deny or cancel any advantage, bonus or Prize as we see fit.

## **9. PRIZE REDEMPTION**

9.1. Subject to these Terms and Conditions, Prize redemptions will be paid to the payment method connected to your Account. If this is not possible, then the redemption will be paid to an alternative bank account as provided by you to Prosperous Play.

9.2. Prior to the redemption of any Prize(s), we reserve the right to conduct any identification, credit and/or other verification checks that we may reasonably require and/or that are required of us under applicable laws and regulations or by relevant regulatory authorities.

9.3. Prosperous Play reserves the right to carry out such additional verification procedures in the case of any redemption request. Additional verification procedures may, for example, include requests for, and our examination of, copies of your identification documentation (including photo identification) and proof of your address. Until all required verification checks are completed to our satisfaction:

(a) Any request you have made for redemption of Prizes will remain pending; and

(b) Prosperous Play reserves the right to restrict your Account in any manner that we may reasonably deem appropriate, including by suspending or deactivating your Account.

9.4. Where any identification, credit or other verification check we require cannot be completed to our satisfaction because you have not provided any document we request from you in the form that we require within 30 days of the date the document was first requested, you acknowledge that we are under no obligation to continue with the

verification check and may in our sole discretion deactivate your Account. In the event thereof, all unredeemed Prize(s) associated with your Account shall be subject to forfeiture.

9.5. Prosperous Play reserves the right to run external verification checks on all cardholders with third party credit agencies.

9.6. Prosperous Play reserve the right to set a minimum redemption request value and/or limit the value of Prize redemption allowed per day.

9.7. In New York and Florida, the maximum redemption value for a Prize won from any Sweepstakes Game is USD \$5,000 and values in excess of USD \$5,000 will not be redeemed.

9.8. It is your responsibility to ensure that your financial institution will accept payment of Prize redemptions from us into your bank account.

9.9. We will not pay Prize redemptions into an account or to a payment method which does not match the name you provided when registering your Account.

9.10. You agree that you are solely responsible for the accuracy of all details requested by us in order to process any Prize redemption. You further agree that in the event the details you have provided are not accurate, and we have processed the payment using the details you have provided, the redemption of that Prize is complete and we are not required to reverse or reissue the payment.

9.11. You acknowledge and agree that, if your financial institution will not accept payments from Prosperous Play or where your bank account or payment method does not meet the requirements in these Terms and Conditions:

(a) You will be required to nominate an alternative bank account for payment;

(b) There will be delays in the processing of the payment to you; and

(c) If you are unable to nominate an alternative bank account which meets the requirements set out in these Terms and Conditions within sixty (60) days of a request from us to do so, Prosperous Play is not obligated to make relevant payments to you and may in its discretion deem the Prizes to be void.

9.12. Prize redemptions will be in United States Dollars.

9.13. Sweeps Coins may be forfeited if an Account is deactivated or terminated for any reason.

9.14. If we mistakenly credit your Account with Prizes that do not belong to you, whether due to a technical error, human error or otherwise, the amount credited will remain Prosperous Play's property and will be deducted from your Account. If you have been transferred cash or Prize(s) that do not belong to you prior to us becoming 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. In the event of an incorrect crediting, you are obligated to immediately notify us by using the "Contact" link on the Website.

## **10. RESPONSIBLE SOCIAL GAMING**

10.1. Prosperous Play encourages its Participants to practice responsible gaming. For more information, please visit our Responsible Social Gaming Policy.

## 11. **PROHIBITED CONDUCT**

11.1. You agree that you will only use the Website in accordance with these Terms and Conditions. By registering an Account and/or otherwise accessing the Website, you agree that you will not, directly or indirectly:

(a) Hack into any part of the Games or Website through password mining, phishing, or any other means;

(b) Attempt to modify, reverse engineer, or materially interfere with any part of the Games or Website;

(c) Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

(d) Circumvent the presentation or function of any Game so as to obtain information that Prosperous Play has chosen not to make publicly available on the Website;

(e) Engage in any form of cheating or collusion;

(f) Use the Website to facilitate any type of illegal money transfer (including money laundering proceeds of crime);

(g) Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;

(h) Use any device, software or routine that interferes with the proper working of the Website;

(i) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;

(j) Engage in any activity that violates any applicable federal, state, local or international law or regulation;

(k) Attempt to interfere with the proper working of the Website or any Game; or

(l) Use the Website for any purpose other than as offered by us, including using the Website in any way that is prohibited by these Terms and Conditions or that is violative of any applicable law, regulation, or treaty of any applicable governmental body, including: (i) laws prohibiting illegal gambling; (ii) intellectual property right laws protecting patents, copyrights, trademarks, trade secrets, and any other intellectual property right, including making, obtaining, distributing, or otherwise accessing illegal copies of copyrighted, trademarked, or patented materials, deleting intellectual property right indications and notices; (iii) laws against obscene, lewd, defamatory, or libelous speech; and (iv) laws protecting confidentiality, privacy rights, publicity rights, or data protection.

11.2. You shall not use the Website for any unlawful fraudulent activity or prohibited transaction under the laws of any jurisdiction that applies to you.

11.3. If Prosperous Play suspects that you may be engaging in, or have engaged in any prohibited conduct, your access to the Website and/or your Account may be immediately suspended or terminated. If your Account is deactivated or suspended under such circumstances, Prosperous Play is under no obligation to reverse any Gold Coin purchases you have made or to redeem any Prizes that may be in your Account. Prosperous Play reserves the right to pass any necessary information on to the relevant authorities, other online service providers, banks, credit card companies, Payment Providers or other financial institutions. You agree to cooperate fully with any investigations into such activity.

## **12. INTELLECTUAL PROPERTY**

12.1. The Website and all features (including but not limited to all Games, information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) relating thereto, are owned by Prosperous Play, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

12.2. These Terms and Conditions govern your use of the Website for your personal, non-commercial use only. Your use of the Website does not provide you with any intellectual property rights in the Website. You may not reproduce or modify the Website in any way.

12.3. You grant us, and represent and warrant that you have the right to grant us, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way we see fit, any information, images, videos, comments/messages, music or profiles you publish or upload to any website or social media page controlled and operated by Prosperous Play.

12.4 All rights not expressly granted herein are reserved by Prosperous Play. Any use of the Website not expressly permitted by these Terms and Conditions shall constitute a breach hereof and may violate copyright, trademark and/or other laws.

12.5. All trademarks and logos displayed in the Games and/or on the Website are the property of Prosperous Play and/or their respective owner and are protected by applicable trademark and copyright laws. You must not use such marks without the prior written permission of Prosperous Play and/or its respective owners.

### **13. THIRD PARTY WEBSITES**

13.1. The Website may include and/or contain links to Third Party Websites and/or other resources provided by third parties for your convenience only. You acknowledge and agree that Prosperous Play has no control over the contents of any Third Party Website or resources, and shall not be responsible for any loss or damage that may arise from your use thereof. Any links to Third Party Websites do not indicate that Prosperous Play is affiliated with and/or sponsors or endorses any goods or services offered by such Third Party Website.

13.2. Third Party Websites are subject to the terms and conditions outlined by that third party. You are solely responsible for the reviewing and understanding the terms and conditions relating to any Third Party Website. If you decide to visit any Third Party Website or other third party resources linked to the Website, you acknowledge that you do so entirely at your own risk and subject to the terms of use for such Third Party Websites

### **14. DISRUPTIONS**

14.1. The Website is provided “AS IS” and, to the fullest extent permitted by law, we make no warranty or representation, whether express or implied, in relation to the quality, fitness for purpose, completeness or accuracy of the Website.

14.2. Prosperous Play is not liable for any downtime, service disruptions, lagging, or any technical issues relating to Game play, nor attempts by you to participate by methods, means or ways not intended by us.

14.3. Prosperous Play accepts no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with the Website including, without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, and/or any person’s misuse of the Website.



14.4. In the event of a Website system malfunction, all gameplay on the Website is void.

14.5. In the event a Game is started but fails to conclude because of any Website failure or failure of any Game functionality, Prosperous Play will use commercially reasonable efforts to reinstate the amount of Gold Coins or Sweeps Coins played (whichever applicable) in the Game to you by crediting it to your Account; provided, Prosperous Play's failure to do so shall not be considered a breach of these Terms and Conditions or otherwise entitle you to any relief pertaining thereto. Prosperous Play reserves the right to alter Account balances and details to correct such mistakes.

14.6. Any part of the Games that indicates or lends to incorrect or suspect behavior (as determined in Prosperous Play's sole discretion) affecting Prize redemption, game data, Gold Coin balances, Sweeps Coins balances or other balances, for whatever reason (including, but not limited to, software failure, malfunction, or a bug affecting the Website and/or any Game), will be canceled and removed from the Website. Account balances and details may be altered by Prosperous Play in such cases in order to correct any mistake.

14.7. Prosperous Play reserves the right to suspend, modify, remove or add Games and/or any other services or features to the Website at its sole discretion with immediate effect and without notice to you.

14.8. Prosperous Play may temporarily suspend the whole or any part of the Website or any Game for any reason at our sole discretion. Prosperous Play may, but will not be obliged, to give you notice as is reasonably practicable of such suspension.

## 15. **PRIVACY POLICY**

15.1. All information you provide to us shall be managed in accordance with the terms set forth in our Privacy Policy, found at <https://www.Midasjackpots.com/privacy>.

## **16. COMPLAINTS**

16.1. If you have a complaint regarding our Website, you may contact us by emailing [Support@midasjackpots.com](mailto:Support@midasjackpots.com).

## **17. DEACTIVATION/SUSPENSION OF ACCOUNT**

17.1. Prosperous Play reserves the right to deactivate or suspend your Account for any reason whatsoever at any time without notifying you.

17.2. Without limiting clause 17.1 and/or any other provision contained in these Terms and Conditions, we reserve the right, at our sole discretion, to deactivate or suspend your Account where we have reason to believe that you have engaged in any of the following activities:

(a) You breached, or assisted another party to breach, any provisions of these Terms and Conditions or our Sweeps Rules, or we have reasonable ground to suspect such breach;

(b) You have more than one Account;

(c) The name registered on your Account does not match the name on the payment method used to make purchases on your Account;

(d) You provided incorrect or misleading information while registering an Account;

(e) Your identity and/or legibility to receive any Prize(s) cannot be verified;

(f) You attempted to use your Account through a VPN, proxy or similar service that masks or manipulates the identification of your real location;

(g) You are not over 18 years of age or such higher minimum legal age of majority in the jurisdiction of your residence;

(h) You are located in a jurisdiction where participation on the Website is illegal (including, without limitation, any Excluded Territory);

(i) You have allowed (whether intentionally or unintentionally) someone else to use your Account;

(j) You have colluded with any other Participant(s), (for example, playing the Games in a coordinated manner with other Participant(s) involving the same (or materially the same) selections);

(k) Where Prosperous Play has received a chargeback, claim or dispute and/or a return notification relating to any payment method associated with your Account;

(l) You have failed our due diligence procedures, or are found to be cheating, money laundering, or undertaking any kind of fraudulent activity; or

(m) Prosperous Play determines that you have employed or made use of a system (including machines, computers, software or other automated systems such as bots), which gives you an unfair advantage.

17.3. If Prosperous Play deactivates or suspends your Account for any of the reasons referred to in clause 17.2 above, you will be liable for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by Prosperous Play arising therefrom and you agree to indemnify and hold Prosperous Play harmless on demand for such claims.

17.4. If we have reasonable grounds to believe that you have participated in any of the activities set out in clause 17.2 above, we reserve the right to withhold all or part of the balance and/or recover from your Account any Prizes, Gold Coins or Sweeps Coins, whether or not attributable to any of the activities contemplated in clause 17.2.

17.5. If your Account is deactivated due to fraudulent or illegal activity (including, any of the activities set out in clause 17.2), the unredeemed value of any Prizes allocated or credited to your Account may be forfeited.

17.6. If your Account is deactivated as a result of closure of the Website, we will make commercially reasonable efforts to enable redemption of any existing Prizes associated with your Account, but all of your rights to use, enjoy or benefit from the Gold Coins and Sweeps Coins will be terminated.

17.7. The rights set out in this clause 17 are without prejudice to any other rights that we may have against you under these Terms and Conditions or otherwise.

## **18. INDEMNITY AND LIMITATION OF LIABILITY**

18.1. You agree to indemnify and hold harmless Prosperous Play, our directors, officers, employees, shareholders, agents and affiliates, parent company and any of our subsidiaries against any and all cost, expenses, liabilities and damages (whether direct, indirect, special, consequential, exemplary or punitive or other) arising from any participation by you relating to the Website, including without limitation:

(a) Accessing or using the Website;

(b) Facilitating or making a purchase through your Account; and

(c) Acceptance and/or use of any Prize.

18.2. To the fullest extent permitted by applicable law, under no circumstances whatsoever will we or our affiliates, subsidiaries, partners, officers, directors, employees, shareholders, agents, licensors, subcontractors and suppliers, be responsible or liable to you or to any other entity, even if advised of the possibility of such damages, under any legal theory, whether contract, tort or otherwise, for any indirect, incidental, consequential, special, exemplary, or punitive damages, including any lost profits and lost business opportunities, business interruption, lost revenue, income, goodwill, use of data or other intangible participation or any other act or omission by us.

18.3. To the fullest extent permitted by applicable law, under no circumstance will we, our affiliates, subsidiaries, partners, officers, directors, employees, shareholders, agents, licensors, subcontractors or suppliers, be liable to you for more than the amount you have paid to us in the thirty (30) days immediately preceding the date on which you first assert any such claim. Your sole and exclusive remedy for any dispute with us is to stop using the Website and to close your Account.

18.4. You recognize and agree that the warranty disclaimers in clause 14, and the indemnities and limitations of liability in clause 18, are material terms and that they have been taken into account and reflected in the decision by you to enter into and agree to these Terms and Conditions. Depending on where you reside and use the Website, some of the limitations contained in clause 18 may not be permissible. In such cases, they will not apply to you, solely to the extent that they are prohibited.

18.5. Clause 18 shall survive the termination of your participation on the Website for any reason.

## **19. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT**

Please read this clause carefully as it requires you to arbitrate certain disputes and claims on an individual basis and limits the manner in which you can seek relief from Prosperous Play. This clause will be constructed under and be subject to the Federal

Arbitration Act, notwithstanding any other choice of law set out in these Terms and Conditions.

19.1. By agreeing to these Terms and Conditions, you agree that any and all past, present and future disputes, claims or causes of action between you and Prosperous Play or its related or affiliated companies, agents, employees or representatives, which arise out of or are related to, these Terms and Conditions, the formation of these Terms and Conditions, the validity or scope of this arbitration agreement, your participation or other access to or use of the Website, or any other dispute between you and Prosperous Play (collectively, "Disputes"), will be governed by the procedure set out below.

19.2. Before filing a claim against Prosperous Play, you agree to try to resolve any complaint in accordance with clause 16.

19.3. Prosperous Play agrees that it will take all reasonable efforts to contact you and resolve any claim prior to taking any formal action.

19.4. Arbitration Agreement. By agreeing to these Terms and Conditions, both you and Prosperous Play agree to resolve any Disputes through final and binding arbitration.

19.5. Opt-out of Arbitration Agreement. You may decline this agreement to arbitrate by contacting [Support@midasjackpots.com](mailto:Support@midasjackpots.com). within 30 days of registering your Account. Your email must include your first and last name and a statement that you decline this arbitration clause. By opting out of this clause, you will not be precluded from using the Website.

19.6. You and Prosperous Play agree that:

(a) The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer

Related Disputes, or successor rules, which are in effect at the time of arbitration is sought (the AAA Rules). Those rules are available at [www.adr.org](http://www.adr.org);

(b) Arbitration will proceed on an individual basis;

(c) Arbitration will be handled by a sole arbitrator in accordance with the AAA Rules;

(d) The AAA rules will govern payment of all arbitration fees; and

(e) Except as otherwise may be required by the AAA Rules, the arbitration will be held in the jurisdiction in which you reside, conducted via telephone or other remote electronic means.

19.7. You and Prosperous Play agree that the arbitration of a Dispute will proceed on an individual basis. To the maximum extent permitted by applicable law, neither you nor Prosperous Play shall be entitled to consolidate, join or coordinate Disputes by or against other individuals or entities, or participate in any claim as part of a class, group, collective, coordinated, consolidated, mass, or representative proceeding, or arbitrate or litigate any dispute in a representative capacity, including as a representative member of a class or in a private attorney general capacity or otherwise seek to recover for losses incurred by a third party. In connection with any Dispute, any and all such rights are hereby expressly and unconditionally waived

## **20. GENERAL TERMS**

20.1. These Terms and Conditions constitute the entire agreement between us with respect to your use of the Website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between us with respect to your use of the Website.

20.2. Prosperous Play reserves the right to modify these Terms and Conditions, or to implement or amend any procedures, at any time, with or without notice. Any amendments will be published on the Website and such changes will be binding and effective immediately upon posting and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms and Conditions constitutes your agreement to the changes.

20.3. You are solely responsible for any taxes which apply to any purchases made or Prizes that you collect from participating on the Website.

20.4. Prosperous Play will not be liable or responsible for any failure to perform, or delay in performance, of any of our obligations under these Terms and Conditions that are caused by events outside of our reasonable control.

20.5. Nothing in these Terms and Conditions will be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between us.

20.6. If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

20.7. If you have any questions regarding these Terms and Conditions or any other part of our Website, please contact us [Support@midasjackpots.com](mailto:Support@midasjackpots.com).

20.8 You authorize Prosperous Play to email you notices, advertisements, and other communications. You understand and agree that such communications may contain information about the Website and related promotions. This authorization will continue until you request us to

remove you from our email list.



20.9 You agree to be bound by any affirmation, assent, or agreement you transmit through the Website. You agree that when you click on an “I agree,” “I consent,” or other similarly worded button, check box, or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable as to the terms thereof and the legal equivalent of your handwritten signature.

20.10. The Terms and Conditions prevail over any communication between us via email or chat.

20.11. These Terms and Conditions are personal to you, and are not assignable, transferable or sub-licensable by you, except with our prior written consent. Prosperous Play reserves the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to you.

20.12. These Terms and Conditions will be governed and interpreted in accordance with the Laws of the State of Texas without regard for its choice or conflict of law principles.