

TERMS AND CONDITIONS

NAIRAMAX LOTTO

FOREWORD

Please read these Terms and Conditions carefully before using our Website. The Terms and Conditions and Privacy Policy are published herein and may be reviewed or updated at any time. The updated version of these Terms and Conditions will take effect immediately on the next visit or log in on the Website.

I. INTRODUCTION

1.1 These Terms and Conditions ("Terms and Conditions" or "T&C") shall be valid for all betting games offered by Nairamax Lotto (a company duly incorporated under the Laws of the Federal Republic of Nigeria).

1.2 Nairamax Lotto shall offer betting services through various channels not limited to POS, SMS, and USSD hereinafter referred to as 'the Service'.

1.3 By registering on the Website or by visiting the Player Account, Players accept using the Service and are bound by the following terms and conditions:

- (i) The General Terms and Conditions;
- (ii) The Betting Rules;
- (iii) The Privacy Policy;
- (iv) The General Lottery Betting Rules;
- (v) All terms and conditions and/or rules concerning bonuses, promotions and special offers which may be advertised in any part of our website;
- (vi) All further terms and conditions contained in any of the software which you may download in order to be able to use the services we provide.

1.4 All the terms and conditions listed in this page shall together be referred to as "the Terms of Use". "User" and "Customer", "You" and "Your" refers to you, the person accessing the Service and accepting the Company's terms and conditions. Whenever the Customer uses the service, such as to place a bet or to participate in any of the promotions offered, he/she agrees to be bound by the Terms of Use, including any amendment which may periodically take place.

1.5 The Terms and Conditions contained herein represent the complete, final and exclusive agreement between the Customer and the Company and supersede and merge all prior agreements, representations and understandings.

II. TERMS OF USE AND/OR SERVICE

2.1 By using the service, the Customer confirms that he/she has attained the age of 18, as Nairamax Lotto does not accept any User under the age of 18. Nairamax Lotto reserves the right to verify any Customer's statement of age and to exclude Customers from its services if there are any doubts regarding the attainment of the minimum age required. Any Customer using our services, who is identified as underage, shall have all his/her winnings forfeited and his/her (betting) account (hereinafter referred to as the "Account") shall be blocked immediately.

2.2 Each Customer who is desirous of having access to services and products offered by Nairamax Lotto must open a lottery Account. By opening a Nairamax Lotto account and by placing a bet on any of our lotto games, the User confirms that he or she retains the legal capacity to enter into an agreement with the Company. If one of these conditions is not met, the User's account will be closed and all other necessary measures will be implemented.

2.3 Non-Commercial, non-professional purposes: the Customer's interest in using the service is of a personal nature, and is to be used purely for personal entertainment. Any commercial and professional interest is discarded.

2.4 Nairamax Lotto does not warrant the constant availability and functionality of all or any products offered by Nairamax Lotto. Nairamax Lotto shall not be held liable and will be held harmless by the Customer for any damages, losses, costs, loss of profits or any other disadvantage a Customer may incur in connection with any disconnection from or the non-availability of any of the products offered by Nairamax Lotto for whatever reason(s).

2.5 Nairamax Lotto shall not be held liable in any case for any damage or loss caused directly or indirectly by the service or by its contents or by the contents provided by a third party, unless they are based on intentional or gross negligence.

2.6 Nairamax Lotto shall not be liable if the Customer is unable to place a bet due to congestion on the system or any other electronic communication media used for the purposes of playing our lottery games.

2.7 Unless otherwise stated, all indicated dates and times are based on WAT (West African Time). Any exception to the existing Terms of Use will be communicated in written form to the Customer. Any verbal statement made by Nairamax Lotto employees or affiliates will not be considered in case of a dispute.

2.8 The betting contract, as well as any other legal relationship between the Customer and the Company, for every circumstance not regulated by the Terms of Use, is subject to Nigerian laws. The betting service is available in Nigerian Naira (NGN) only.

2.9 The Customer has the right to accept or reject the company publicity in relation to the usage of the name, town/city of residence and/or the image of the Customer for publicity or our own promotional material. The Company may contact you to provide such material. The Company would only seek this material in the event of a large (a sum not less than NGN 500,000.00) win on any of the Company's products or competitions. The Company would always make every reasonable attempt of contacting the Customer before using/requesting such material (reasonable is defined as three attempted contact attempts by telephone, e-mail or text message).