

## GENERAL TERMS AND CONDITIONS OF USE

### ESTORIL SOL DIGITAL

(2021/06/07)

#### **Statements, Warnings and General Comments**

Access and use of the services on this site are subject to the General Terms and Conditions of Use shown below, which you can print by clicking the "print" button on your browser or by selecting "Print" in the file menu, and which you can also download to your hard disk by clicking the relevant button. These General Terms and Conditions of Use contain legal information about viewing and using the services offered on the websites of ESTORIL SOL DIGITAL (<https://www.esterilsolcasinos.pt>), afterwards in this document referred to as "the Sites" or individually as "the Site".

Please read our carefully General Terms and Conditions and our Privacy Policy, which are a necessary condition for registering and making use of our services.

By accessing this Site, their pages content or the services offered, you explicitly acknowledge that you have taken note of these General Terms and Conditions of Use, you undertake to comply with them unreservedly and you agree to:

- a) Have acknowledged and accepted this Terms and Conditions of Use.
- b) Don't find yourself in a situation where you are prohibited by the law of playing, such as:
  - You are under 18 and banned or restricted;
  - You have requested or have been imposed a ban to play;
  - You own a title as a sovereign organ, or as a Republic Representative or as a member of the Autonomous Regions Government;
  - You are a Magistrate, or part of any member of the authorities, such as the Police and all law enforcement or of a Company that controls, inspects and regulates the games;
  - You are a member of any social organs or an Estoril Sol Digital employee;
  - Have access to the games Software;
  - Led, organize or explore any organizations or competitions that can have a connection to matches that can be targeted.

- c) Authorize Estoril Sol Digital to verify the veracity of all details given upon registration and will send all documents required as soon as requested.
- d) Have acknowledged that the amount available to withdraw, on your Player's account, can only be transferred to a bank account to which you are the account holder.
- e) Have acknowledged and understood the privacy and bonus policy running on our site.

The ESTORIL SOL DIGITAL Sites offer casino games and sports betting. Use of gaming services requires you to create a personal account and explicitly and irrevocably accept these General Terms and Conditions of Use. The Gaming Regulations, and our Bonus Regulations form an integral part of these General Terms and Conditions of Use.

If you do not agree with the content of these General Terms and Conditions of Use, we ask you not to visit or use the Site.

The casino games provided on our Sites are compliant with Portuguese law. It is important that you find out about the present legislation in your country of residence before registering. Some casino games may be prohibited there by law or subject to certain conditions. ESTORIL SOL DIGITAL accepts no liability under any circumstances if one of the casino games offered by ESTORIL SOL DIGITAL is illegal in your country of residence.

ESTORIL SOL DIGITAL gambling technical system complies with and observes the current law on money laundering and the financing of terrorism.

Estoril Sol Digital collects and treats personal data in compliance with the legal duties to which it is subject, doing so to the strictest extent necessary and legally required for the creation and activation of the registration and the account of the player. The personal data are processed automatically for the purposes mentioned in our data protection regulation which is an integral part of these Terms and Conditions and can be consulted ([HERE](#)), namely to manage the registration and account of players and for promotion and marketing of our products.

By accepting these Terms and Conditions you are also expressly giving your consent for Estoril Sol Digital SA to collect and process your personal data.

The data collected is shared in encrypted language with the regulator (SRIJ) and with associated entities, namely the gaming providers.

The holder of the data enjoys the rights conferred by law, and, in particular, the rights of access and rectification, and for this purpose the Estoril Sol Digital SA should be contacted.

Because your data circulates in an open network, they risk being seen and used by unauthorized third parties.

It is compulsory to fill in the data marked with an asterisk \*

Your e-mail address allows us to faster contact with you in the event of additional clarification.

In case you do not check the option that prevents the sending of messages containing information regarding the services and activities of Estoril Sol Digital, your consent will be assumed in relation to this sending, which may cease as soon as you mark the respective option in any of the received messages.

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## **Article 1 – Identification**

The Site <https://www.estorilsolcasinos.pt>, which is dedicated to gaming, is explored and the responsibility of ESTORIL SOL DIGITAL Online Gaming Products and Services S.A.

Anonymous Society of Portuguese right, with its registered office based at Rua Melo e Sousa 535, Bloco 2, A, 2765-253 Estoril (Portugal) and company number CAE 70220, 62020 and will hereinafter be referred collectively as ESTORIL SOL DIGITAL, to whom has been attributed, issued by SRIJ (Serviço de Regulação e Inspeção de Jogos), all licenses legally needed to operate in Portugal.

## **Article 2 - Definitions**

**Player account:** The Player account is a personal account created by a private individual (the "Player") only used to the practice of games, allowing the player to access the Software under the conditions defined in the present Terms and Conditions, laws and applicable legislations, in where is credited and debited all transactions made by the player.

**Contract:** the contract refers to all the clauses described in the present Terms and Conditions of Use, the regulations and instructions for the Software, the casino games, the Bonus regulations, and the privacy policy of ESTORIL SOL DIGITAL available on the Site.

**User/Player:** refers to any person of at least 18 years of age who has registered on the Site and holds a Player account, or any person accessing the Sites and software without registering.

**Software:** refers to all the programs, files, data or any other content of <https://www.estorilsolcasinos.pt> (the "Site") or associated with the Sites that allow the Player to participate in online gaming.

**Player name and password:** the name of the player and the password that the Player has chosen during registration for the online Sites

**Exploring Entity /We/Us:** ESTORIL SOL DIGITAL, Online Gaming Products and Services, S.A.

**Rollover or Playthrough:** the number of times that the bonus amount must be played before the bonus can be withdrawn by the Player.

**Sites:** refers to the websites of ESTORIL SOL DIGITAL available under the URL, <https://www.estorilsolcasinos.pt> and other websites with URLs acquired by ESTORIL SOL DIGITAL.

**You:** The Player

**The Parties:** refers to the Player and ESTORIL SOL DIGITAL jointly.

### **Article 3 - Modifications**

ESTORIL SOL DIGITAL reserves the right to modify and update the present General Terms and Conditions of Use, access to and content of its Sites and bonus regulations at any time without prior notice. If the General Terms and Conditions of User are modified, players will be informed the next time they connect to the site <https://www.estorilsolcasinos.pt> by means of an appropriate message.

Any connection to the Site by the Player after being notified of changes in the functionalities of the Site or amendments to the General Terms and Conditions of Use will be deemed to be acceptance of the changes made.

### **Article 4 - Protection of personal data and cookies**

We take the utmost care to protect the personal information you provide to us. ESTORIL SOL DIGITAL takes the appropriate technical and organizational measures necessary to protect your personal data from abuse, destruction, loss or any other action that can compromise the safe and confidential preservation of your personal data.

ESTORIL SOL DIGITAL applies strict and extensive security measures to prevent unauthorized access to your personal data or any abuse of these data.

ESTORIL SOL DIGITAL sees to the adequate, relevant and non-excessive collection of the personal data, taking into account the purpose of processing as indicated in this declaration. Your personal data will not be kept for longer than is necessary to achieve the purpose of processing, unless data retention is imposed by a law, decree or order.

You can find our data protection regulations [HERE](#) and our cookies policy [HERE](#).

### **Article 5 - Creating a Player account**

Participation in the games available on this Site requires you to create a personal Player account on our Site using the registration form provided. It is not possible to play on our Site without a personal Player account.

Only physical persons with legal capacity and aged 18 or over are authorized to create a player account on a ESTORIL SOL DIGITAL Site. Moreover, the player should not be prohibited from playing by the legislation in force in Portugal, or in his country of residence.

The casino games and sports betting offered are only available to physical persons aged 18 and over. ESTORIL SOL DIGITAL reserves the right to demand proof of the player's age and to check the information supplied at any time.

Each physical person is entitled to have a maximum of one (1) player account on our website EstorilSolCasinos.pt. The player account cannot be transferred to or used by a third party, even if with consent.

To create an account, simply click on the "Create my account" button and follow the instructions on the screen. To create an account, the Player must verify his/her identity and supply the following personal information:

- surname
- first name
- full name
- date of birth
- nationality
- place of birth
- job title
- country of residence
- national registration number
- tax payer number
- postal address
- postal code
- telephone number
- email address
- any other information requested during the online registration process.

All fields are mandatory and verified.

Player account validation will only become effective upon verification of your identity.

You can send the proof of ownership of the payment bank account where the amounts from the requests for withdrawal from your player account will be credited. This proof can be sent at any time through the menu "my account".

Furthermore, the Player must specify his/her login details indicating:

- A username of his/her choice (providing it is not already in use by another Player);
- An ID (player's name) that is different from the username;
- A password of his/her choice.

ESTORIL SOL DIGITAL reserves the right to prohibit the use of usernames that it considers inappropriate. Only the Username will be visible to other Players; the ID and password will remain strictly confidential.

The Player can amend his/her personal information and login details at any time, with the exception of his/her name, place and date of birth, national registration number and tax payer number, by clicking on "My Account".

If you live in a country other than Portugal, you are responsible for checking that the legislation in your country allows you to register and play on our Site.

Once the information has been entered, you will be asked to accept the General Terms and Conditions of Use and our Privacy Policy. You will not be able to continue the registration process without the fulfillment of said requirements.

The Player can then, after account verification, access his "user account" page, the Site, the online gaming applications, the sports bets and deposit money.

During registration, the Player will be sent an email containing a hyperlink on which he/she has to click to confirm his/her email address and to activate the function to withdraw money from the site. After clicking on the link, it will appear a page on the EstorilSolCasinos.pt website informing the player that the account has been verified.

ESTORIL SOL DIGITAL will acknowledge receipt of the documents you have transmitted and will perform all the verifications required to ensure that the data provided in the online registration form matches the transmitted documents.

If it should appear that the registration conditions mentioned above are not met or cease to be met, or that the information provided is not or is no longer accurate/true/complete/up-to-date, ESTORIL SOL DIGITAL reserves the right to refuse to create the Player account or to close the Player account.



## **Article 6 - Account and password**

You are personally responsible, at all times, for all activity on your player account. You must keep your account information secret, especially your password, and all operations carried out under your account. You agree to notify ESTORIL SOL DIGITAL immediately, using the following email address: **support@estorilsoldigital.com**, in the event of unauthorized use of your account or your password, or any security breach.

You may be held liable for any harm suffered by ESTORIL SOL DIGITAL, or any other use of the Site due to the use of your ID, password or account by another person.

If you forget your password, click on the "Forgotten your password?" link on the Site home page and enter the email address associated with your Player account. ESTORIL SOL DIGITAL will then send you an email with a link allowing you to generate a new password.

ESTORIL SOL DIGITAL reserves the right to demand that you change your username and password if it believes that they no longer ensure adequate security.

ESTORIL SOL DIGITAL accepts no liability for loss or harm suffered by the player as a result of unauthorized use of his/her connection details by third parties, even without the player's knowledge.

## **Article 7 - Obligations relating to use of the Site**

By using this Site, the Player undertakes:

- to use the Site, or its Services, only for the purposes authorized by (a) the General Terms and Conditions of Use including the gaming regulations and by (b) any law, regulation, practice or directive generally accepted in the Player's territory of residence;
- not to disrupt or interfere with the security or to participate in any other form of abuse of the Site, the services, the system resources, accounts, servers or networks connected to or accessible via the Site or the related or linked websites;
- not to create or use a false identity on this site;
- not to disseminate false information or illegal notices;
- not to attempt to obtain unauthorized access to the Site;
- not to use the Site for purposes that are illegal or liable to harm the reputation of ESTORIL SOL DIGITAL (or third parties);

- not to modify or attempt to modify, by means of any processes or tools whatsoever, the software, the gaming mechanisms offered, specifically with the aim of changing the results;
- not to use or attempt to use stochastic calculation (martingales) or any software with artificial intelligence in relation to the use of the games;
- not to harm the intellectual property rights of ESTORIL SOL DIGITAL or third parties;
- not to reproduce all or part of the content of the Site on any medium whatsoever without the authorization of ESTORIL SOL DIGITAL;
- not to use personal information which you might access via our Site to distribute unsolicited messages to the email inboxes of other web users ("spamming"), for any commercial or non-commercial purpose or in any other unauthorized way;
- not to upload, send, transmit by email or in any other way any content that might be illegal, harmful, threatening, abusive, constituting harassment, defamatory, vulgar, obscene, pornographic, threatening to other people's privacy, hateful, racist or objectionable in any other way;
- to comply with any tax liabilities;
- not to authorize a third party to use your account, payment methods or the user account of a third person or another Player, even if with consent;
- to respond to any requests by ESTORIL SOL DIGITAL relating to your account and proceed to send any document or evidence relevant relating to your age, your bank details, the deposits you have made etc.;
- not play against yourself, either through it, or through another operator;
- Notwithstanding other provisions, ESTORIL SOL DIGITAL reserves the right at any time, to not accept the establishment of a registration or a player account, to suspend them or cancel them, whenever the user, account and / or registration is suspected of fraudulent behavior, or attempted of misuse of the internet site, before, during or after the creation of the player registration and/or the account.

The Player acknowledges and agrees that it is forbidden to obtain loans to play and that ESTORIL SOL DIGITAL and their respective governing bodies, employees and other collaborators are forbidden from granting loans to players or from making available, directly or indirectly, devices which allow players to grant loans to each other.

Furthermore, you agree that you are solely responsible for the actions and communications performed or transmitted via the Site and in particular from your account.

## **Article 8 - Player guarantees**

The Player declares and guarantees that:

- has read and understood these General Terms and Conditions of Use, accepts the rules pertaining to the casino games and sports betting available on the Site;
- understands that may win or lose money while participating in the games on the Site and agrees to assume sole responsibility for the consequences of any financial losses, waiving any recourse in this regard against ESTORIL SOL DIGITAL;
- is of legal age to create an account and is not legally prohibited from doing so;
- is not prohibited from gambling by any body and that has not been banned from gambling on the Site by ESTORIL SOL DIGITAL;
- the information and personal data supplied are accurate, truthful and complete;
- the funds that will be used to play or bet on the Site do not originate from an illegal source;
- will not engage in criminal activities, directly or indirectly, involving a Player Account and undertakes not to use the Services for the purpose of transferring funds or carrying out an illicit, fraudulent activity, or any prohibited transaction (including money laundering), in compliance with the laws of all the jurisdictions to which (s)he is subject;
- is not acting on behalf of a third party.

## **Article 9 - How to use the games**

### **9.1. General**

Participation in the games is exclusively remote via the Site, using the Player's username and password.

The Site can be accessed via all computer equipment, specifically a PC, mobile phone or by any other means with an Internet connection (smartphones, iPhones, iPod, iPads, Tablets, gaming consoles, SmartTVs etc.). Some games may require you to download specific gaming software.

In order to connect to the Site, the Player acknowledges and accepts that he/she must have hardware equipment and software, as well as an Internet connection compatible with the conditions for provision of the games offered by the Sites. ESTORIL SOL DIGITAL recommends that Acrobat Flash Player and the following elements should be available:

**Hardware and operating system:**

PC: Windows XP or higher;

Macintosh: Mac OS X or higher.

**Browser software:**

IE 8 or higher with Javascript activated;

Firefox 5.0 or higher with Javascript activated.

**Connection type:** min. ADSL 512.

If the Player does not have this minimum configuration, he/she may not be able to take advantage of the Services offered online by ESTORIL SOL DIGITAL.

## **9.2. Games**

You participate in a game by placing a stake of a certain amount equivalent to one of the suggested stakes. The stakes and possible winnings can be found in the respective game regulations. The Player has a free choice of stakes for each game.

The stake is immediately debited from the Player Account.

If the Player Account does not contain sufficient funds for the chosen game, the Player will not be able to participate in the game of his/her choice.

The Player will immediately be informed of the result at the end of a game; any winnings will be credited to his/her Player Account.

If a game is interrupted before the end by the Player, the latter will lose the chance of any winnings. If a game is interrupted before the end because of a technical problem, the Player must contact Customer Service immediately. Having analyzed how the game progressed and the technical problem, ESTORIL SOL DIGITAL will write a technical report taking into account the applicable game rules. The technical report on how this game progressed will constitute the sole evidence for calculating the loss or winnings. No discussion will be entered into.

If, for any reason, one or more games proves not to be or have been in compliance with the game rules or these General Terms and Conditions of Use, ESTORIL SOL DIGITAL reserves the right to correct them, so as to comply with the normal running of the game. The technical report on how the erroneous game progressed will constitute the sole evidence for calculating the (corrected) loss or winnings. No discussion will be entered into.

**The rules relating to the Games offered by ESTORIL SOL DIGITAL are subject to specific terms and conditions of use which you can view in each of the games.**

## **9.3 Bets**

### 9.3.1. Definitions

A Single/Multiple bet is the choice of one or more results, within multiple possible outcomes in a sports event.

The Betting Slip contains all the selected bets registered by the player with one or more possible outcomes.

A single bet contains only one selection, which must be a winning one, in order for your bet to win. The possible returns are calculated by multiplying the value of your bet by the odd available.

A multiple bet contains 2 or more different selections, and all must be winners in order for this betting slip to be a winning one. If a single outcome is lost, the entire betting slip is considered lost. The total odd of the multi-bet is the result of the multiplication of the odds values available in the betting slip for each of the selected events. The potential returns is the result of the total odd multiplied for the bet made.

Example: If a Player bets 5 euros that Porto will beat Benfica (odds=1,5), and that Sporting will beat Braga (odds=2). The final odds will be 3 ( $1,5 \times 2 = 3$ ) and, if Porto and Sporting both win, the total winnings will be 15 Euros (5 euros  $\times$  (1,5  $\times$  2)).

If Benfica wins and Sporting draw, this is a losing bet.

If one of the selected bets from the multi bet slip is cancelled, the winnings are calculated based on the remaining odds, if all are won.

### 9.3.2 Betting Slip Registration

A placed bet will only be valid after its acceptance by the system of ESTORIL SOL DIGITAL. Each valid bet will generate a reference and the bet amount will be immediately debited from the player's account. Bets will not be valid if there are not enough funds in the Player account.

It is the customer's responsibility to ensure that the details of their bets are correct. Once the bets have been placed, they cannot be canceled by the customer.

The only accepted currency to place bets on ESTORIL SOL DIGITAL is Euro.

All bet selections are subject to limits set by ESTORIL SOL DIGITAL.

Bets will be settled, based on the official final results of the event(s), as soon as possible, as a rule up to one hour after the end of the event(s), being any winnings credited to the Player's account.

### 9.3.3 Error Correction

All odds are subject to variation and only become permanent when a bet is placed.

ESTORIL SOL DIGITAL reserves the right to, at any time, correct obvious errors in the insertion of the betting odds, or to cancel bets based on typos, incorrect participants, incorrect leagues, or incorrect result types.

No player can make any claim for damages from ESTORIL SOL DIGITAL as a result of such errors.

### 9.3.4 Bet Limits

The maximum and minimum amount authorized for all sports bets is set by ESTORIL SOL DIGITAL, which reserves the right to change it without prior notice. In addition, ESTORIL SOL DIGITAL also reserves the right at any time to impose limits on matches, events or markets.

ESTORIL SOL DIGITAL may set limits on potential winnings for certain bets or events.

### 9.3.5 Late bets

Pre-match bets are not accepted after the start, or bets the result of which is already known at the time the bet is placed

### 9.3.6 Return

Whenever a single bet is void, the bet amount will be refunded to the Player, with no right to any winnings.

Whenever, in a multiple bet, it is verified that only in relation to some event (s) the bet must be canceled, with the remaining selections remaining valid, the total odds will be modified taking into account the cancellation of the selection in specific.

### 9.3.7 Suspension of an Event

An event will be deemed to have been suspended if interrupted earlier than the minimum time set for the competition to which it belongs. If the event is permanently suspended, it will be deemed to have been canceled.

Single bets placed on the canceled event will be refunded.

Multiple bets, including the canceled event, remain valid and the corresponding winnings will be calculated by multiplying the odds of the remaining events, excluding the canceled event.

### 9.3.8 Changes in the beginning of the Event

If the start time of an event is changed, ESTORIL SOL DIGITAL reserves the right to void bets on that event, unless otherwise stated in the [Betting Rules](#).

### 9.3.9 Bets Results

ESTORIL SOL DIGITAL will check the results of an event based on the official final results announced at the end of the competition. Bets will be settled based on the results published on the ESTORIL SOL DIGITAL site on "Results".

Any complaints regarding the accuracy of results shown on the websites of ESTORIL SOL DIGITAL, should be based on official results (in particular, the results shown on the websites of official agencies responsible for the event).

During the broadcast of live events, the results considered valid will be those immediately announced at the end of the event / competition. Any changes, subsequent to these results, will be disregarded to determine the winning bets.

If an event / tournament is suspended, this suspension will not affect settled bets for previously determined markets.

If a game is definitely considered unfinished, ESTORIL SOL DIGITAL reserves the right to cancel all bets placed on this event, unless otherwise noted in the [Betting Rules](#).

Unless stated otherwise in the [Betting Rules](#), the result announced on the date of a match is what will be taken into account to determine the winning bets.

Any subsequent changes to the result by the official or disciplinary authorities will not be considered to determine the winner of the bets.

### 9.3.10 Collusion and Unions

Players must place their bets individually. If there is evidence of a set of bets placed by a Player or group of Players, that results in undue profits, they may be held responsible to the competent authorities for the purpose.

### 9.3.11 Fraudulent Competition

If there are any suspect of fraud, match-fixing or other irregularities that may compromise the integrity of a bet, the event in question will be suspended from the list of events and bets on this event may be void.

### 9.3.12 Bet cancellation

ESTORIL SOL DIGITAL reserves the right, at its discretion, to declare a bet totally or partially canceled in the following situations:

- INCORRECT PLAYER OR TEAM NAMES – Bets can be cancelled if at least one of the player/team names is wrongly displayed on the website, at the point of being impossible to correctly identify it or easily confuse it with another player/team.
- INCORRECT LEAGUES – Bets can be cancelled if the league/competition to which the event belongs is wrongly displayed on the website, at the point of being impossible to correctly identify the league/competition or easily confuse it with another league/competition.
- INCORRECT OUTCOME - Bets can be cancelled if the outcome is wrongly displayed on the website, at the point of being impossible to correctly identify it or easily confuse it with another outcome.

### 9.3.13 Betting Rules

Any additional information or rules about bets, related to a specific type of sport, will be summarized in the [Betting Rules](#).

In the event of a contradiction between these general betting provisions and the [Betting Rules](#), the later shall prevail.

### 9.3.14 Bet Particularities

In case of "odd even number" bets regardless of the sport or the stake, if the result is "0", the result of the bet is considered an even number.

### 9.3.15. General Conditions of "Free Bets"

Access the terms and conditions regarding free bets [HERE](#).



### 9.3.16. «Opti-Odds»

«Optimal Odds» is a totally new concept on World Betting Market and rewards Players by increasing odds each time they add selections in their Betting Slips. The higher the number of selections added to your Betting Slip, the greater your potential earnings.

Each time a player adds selection in its Betting Slip, the original odd of each selection is multiplied by a coefficient (Called "Opti-Odds") which varies according to number of selections. In the Betting Slip, the player can see directly the evolution of the original odds.

Note: Opti-odds are only applicable to odds equal to or higher than 1.20.

When not applicable, that information will appear on the Betting Slip.

### 9.3.17. Cash-Out

The "Cash-out" function allows bets to be settled before its outcome is known.

Events available for "Cash-out" are tagged by a specific label.

The amount available to "Cash-out" is decided by ESTORIL SOL DIGITAL and displayed in the dedicated section.

The amount available for a "Cash-out" varies according to the evolution of the odds.

The "Cash-out" function is available in Prematch and Live, on Single or Combi bets.

Whenever a "Cash-out" is activated on a qualifying bet for any given promotional offer (Freebets, Cashbacks, etc.), the promotion will be automatically canceled.

Bets placed with Freebets will not be available for "Cash-out".

A bet that is cashed out will not be considered for any Bonus Playthrough.

The decision to cash out a bet is irrevocable. Bets that were already cashed out cannot be cancelled.

ESTORIL SOL DIGITAL reserves the right to deactivate / suspend the "Cash-out" function without prior justification or warning.

ESTORIL SOL DIGITAL reserves the right to refuse / cancel a "Cash-out" request if:

- a) The odds have changed;
- b) The "Cash-out" has been offered incorrectly;

- c) The outcome of a bet is already known when the player initiates the "Cash-out";
- d) A player abuses the function.

ESTORIL SOL DIGITAL does not guarantee the availability of the "Cash-out" continuously. Even if the "Cash-out" had been previously announced as being available for any given event or bet at a given time and doesn't become available again before the end of the event or events, the bet will be settled according to the official results.

ESTORIL SOL DIGITAL won't take responsibility if the "Cash-out" feature is unavailable for technical reasons, and if such unavailability takes place, all bets will remain open and will be settled according to the official results.

If the "Cash-out" request is successful, this information will be displayed, and the bet will be settled immediately. The final result of the event(s) will have no impact on your "Cash-out" amount.

#### **Article 10 - Bonus**

You can view ESTORIL SOL DIGITAL's Bonus Regulations [HERE](#).

#### **Article 11 - Depositing and Withdrawing Money**

The Player's use of the Player account is strictly limited to his participation in the online gaming available on the Site and excludes any other use, especially as a bank account.

ESTORIL SOL DIGITAL transfers the available amount in the player's account to the, previously validated, payment account within the legal time limit.

In order to prevent fraudulent or abusive behavior, ESTORIL SOL DIGITAL will fulfill the legal duties that underlie it, namely those relating to the prevention of money laundering and terrorism financing.

The Player undertakes to indemnify, with a judicial decision in favor of ESTORIL SOL DIGITAL, any loss or damages it may suffer as a result of improper or abusive use of the Player Account, including image damage and lost profits.

The Player is responsible for finding out in advance with his bank or payment service provider about any transaction costs that might be directly charged by the bank.

The Player declares to be aware that any financial transaction is subjected to the usual timescales for bank transactions. It is also the responsibility of the Player to check that all information required to verify the transaction has been provided to ESTORIL SOL DIGITAL.

Under no circumstances can ESTORIL SOL DIGITAL be held responsible if a payment is made to a Player's bank account that might have been the subject of fraud.

No credit can be transferred until the Player's account has been verified by ESTORIL SOL DIGITAL. For this to be verified, we need the Player to send us a proof of IBAN, which contains, in a single official document, the following data:

- Date of issue;
- IBAN number (same as registered on our website);
- Your name as the bank account holder (No accounts are allowed on behalf of third parties);
- Identification / Logo of the Bank;
- Documents printed via homebanking should be dated and contain the URL / Link of the bank's website;
- For proof of IBAN stamped and signed manually by the bank entity, a legible photograph with 4 visible corners must be sent. Scans are not supported even in color and jpeg format.

Documents that are not accepted:

- Documents whose image is cut off or unreadable;
- Documents printed via home-banking with no date and/or with no URL/Link of the Bank website;
- Documents whose name is not visible;
- Documents whose name is not the holder;
- Documents whose IBAN does not correspond to the number registered in our website (upon withdraw request);
- Documents without the logo of the bank entity.

ESTORIL SOL DIGITAL reserves the right to request any information or documents deemed necessary to verify deposits and withdrawals of money.

Once your request has been verified, deposits made by means of a credit card or any other payment method will be executed immediately unless there is a technical problem.

When making your first deposit we request the sending of proof of ownership of the bank account of payment where will be credited the amounts from requests to withdraw of the player account.

## **Article 12 - Guarantees and Limitation of Liability**

The Player uses this Site entirely at his/her own risk. Unless otherwise specified and to the maximum extent permitted by law, this Site and all its content, the Software, the gaming services offered and the information on or related to the Site are provided "as is" and "depending on availability", without any guarantee of any type whatsoever, either explicit or implicit. In particular, ESTORIL SOL DIGITAL makes no guarantees that the Site and its software will meet the Player's requirements, is not subject to disruption, is adequate, secure or free of errors and bugs at all times and it cannot be used by third parties in bad faith trespassing intellectual property rights. ESTORIL SOL DIGITAL does not guarantee that all faults are corrected, but will make every effort in this direction.

As a result of the above, the Player acknowledges that ESTORIL SOL DIGITAL, its directors, employees, agents or sub-contractors cannot be held liable, based on the services offered or information provided, for any harm or loss.

ESTORIL SOL DIGITAL also cannot be held liable if, for any reason beyond its control, one or more games or services end up being modified, postponed or cancelled or temporarily made unavailable due to maintenance or updates.

Likewise, ESTORIL SOL DIGITAL reserves the right to interrupt or suspend one or more games or services offered on the Sites without notice at any time and without reason or grounds. In this case, ESTORIL SOL DIGITAL cannot be held liable in any way and Players cannot claim any compensation of any type whatsoever.

In the event of system errors that occur during auditing or at the level of software features or components, neither ESTORIL SOL DIGITAL nor our software supplier can be held liable by the Player or any third party for any costs, expenses, losses or complaints arising from such errors. In the case of such errors, ESTORIL SOL DIGITAL reserves the right to remove all the games affected by the software, to cancel all games affected by such an error, and to take any other measures necessary to rectify such an error.

Regardless of the cause, if ESTORIL SOL DIGITAL should be held liable, for whatever reason or on whatever grounds, including negligence, for any harm or inconvenience of any type whatsoever, either directly or indirectly, foreseeable or unforeseeable, including harm resulting from a gambling addiction (medical care, job loss, hospitalization costs etc.), the maximum amount of indemnity for which ESTORIL SOL DIGITAL can be held liable will be limited to the lowest of the amounts below, with all causes and damages taken together: 1) the amount of the

commissions collected by ESTORIL SOL DIGITAL in relation to the player account in question over the three months immediately preceding the complaint; 2) or the amount of 500 euros (five hundred euros).

Finally, the Player will not hold ESTORIL SOL DIGITAL responsible for any harm or inconvenience of any nature, suffered, directly or indirectly, by the Player or a third party, whether foreseeable or otherwise, as a result of abuse or improper use of the Site, the Software or the games, by a Player or a third party, in particular harm relating to pecuniary loss, lack of winnings, data loss, damage to property or physical harm.

### **Article 13 - Intellectual property**

The Player declares that is aware that ESTORIL SOL DIGITAL is the owner or beneficiary of the intellectual property rights relating to all the trademarks, company names, symbols, commercial names, domain names or URLs, logos, photography, databases, sound, video clips, animations, images, text etc. or any other distinctive signs as well as the software and the games presented on the site.

The Player benefits only from a personal, non-exclusive, temporary, reversible and nontransferable access and usage license that is strictly limited to non-commercial use of the software and applications on the Site.

Any other use of the gaming services of distinctive symbols of ESTORIL SOL DIGITAL that goes beyond the Player's legitimate authorized access is strictly prohibited.

The Player will avoid infringing the rights of intellectual property, previously mentioned, in any way whatsoever, especially through the reproduction, communication, use, even if partially, of distinctive symbols or the use of all or part of the content of the Software, games, Site or any element of the Site, without the prior written consent of ESTORIL SOL DIGITAL.

### **Article 14 - Term**

These General Terms and Conditions of Use are valid indefinitely until the Player cancels the registration. The Player can take advantage of the Services as soon as the registration has been confirmed by ESTORIL SOL DIGITAL.

## **Article 15 – Players Account Deactivation/Suspension/Cancelation**

The registration and the player account can be modified by ESTORIL SOL DIGITAL on the situations mentioned on the law and regulations. ESTORIL SOL DIGITAL can proceed, namely, on the following circumstances:

### **a) Suspension of registration or account of the Player.**

The Player is prevented from participating in games and bets, deposits into the account, namely when:

- i. The player's registration or account haven't been accessed by the player for a continuous period of 2 years;
- ii. The player has self-excluded him/herself for undetermined, determined and for that period of time;
- iii. The player paused the game, and during the time the pause is defined;
- iv. When ESTORIL SOL DIGITAL has evidence or record of evidence, collected by itself or by third parties, namely by institutions providing financial services, that indicates practices of fraudulent or illegal activities by the Player, or the use or attempted illegal use of the Site, Software, gaming services, including the use of a player account by another player (even if with consent), the use of means of payment, including counterfeit, cloned, stolen or object of any other illegal procedure, the solicitation of third parties through illegal commercial practices for subtraction of values;
- v. When there have been acts of piracy on the Site, the Software or the game services, or its attempt, including the misuse of personal data or the violation of the intellectual property rights of ESTORIL SOL DIGITAL or third parties;
- vi. When there has been any collusion between players or between these and third parties, or attempted collusion, to obtain an illegitimate gain to the game or using the player account;
- vii. When ESTORIL SOL DIGITAL has indications that the User has violated one or more clauses of the General Terms and Conditions of Use available on the website;
- viii. When the Player has not provided, within the requested period, all the supporting documents necessary to confirm changes to his registration or account;
- ix. When the data or documents provided by the player are incomplete or incorrect and even when the new documents differ from the previous ones, in which case the suspension will remain in force until the doubt is clarified in a satisfactory manner and without prejudice to the deadlines set for cancellation of the player's account;

- x. When the Player is or becomes in one of the situations in which he is prevented from playing and that is comminuted by the law or the regulations with the suspension of account;
- xi. When there has been abuse or appropriation of data in the procedure of creation of the register or of the account of player and without prejudice of the participations that are legally pertinent;

**b) Cancellation of registration or Player account.**

The Player is prevented from performing any game operations, particularly when:

- i. the player has self-excluded for undetermined time;
- ii. an uninterrupted period of 2 years has elapsed from the date of its suspension;
- iii. the player's registration or account haven't been accessed by the player for continuous period of 2 years;
- iv. the Player account or registration has been deactivated or canceled;
- v. there is termination of the game contract at the player's initiative.

**c) Deactivation of the account, or Player registration.**

The Player is prevented from performing any game operations, particularly when:

- i. have been imposed a ban to play to the player;
- ii. in case of death of Player.

The cancellation and deactivation of the Player's account prevent the holder from performing any gaming operations, but does not prevent access to the information contained therein.

Player will be notified by email about suspension, cancellation or deactivation of their player account. ESTORIL SOL DIGITAL will inform the player, if applicable, the amount of any credit balance available and carry out the transfer within 48 hours to the indicated and titled payment account.

For exceptional reason, justified and previously communicated to SRIJ, the transfer referred above may be deferred when ESTORIL SOL DIGITAL has evidence that the transfer is related to the practice of the crimes of money laundering or terrorist financing.

## **Article 16 - Self-Exclusion**

The Player can self-exclude from accessing and using the Site and may choose the intended Self-Exclusion time period. To choose this option, the Player must access the "My Account" section of the Site and then select the "My Settings" tab where he/she can find the "Self-Exclusion" field.

The player may also request their self-exclusion from the Regulation and Gaming Inspection Service. Details about the procedure for making this request for self-exclusion can be checked here: <http://www.srij.turismodeportugal.pt/en/responsiblegambling/selfexclusion/> .

During the period in which they are excluded, the register and the Player's account remain suspended or canceled, depending on the situation, and he/she may not play or deposit values in the account, in regulatory terms.

## **Article 17 - Account Closure**

The player can close his account at any time by sending a registered letter to ESTORIL SOL DIGITAL, Online Gaming Products and Services, SA, Rua Melo e Sousa, Nr. 535, Bloco 2-A, 2765-253 Estoril - Portugal, or via email to [support@estorilsoldigital.com](mailto:support@estorilsoldigital.com).

The contract will be terminated as soon as the player receives a written notice by the ESTORIL SOL DIGITAL, Online Gaming Products and Services, SA, to confirm the termination of the contract.

## **Article 18 – Player’s Deposit and Bet limits**

The player can set deposit and bet limit. To establish these limits the player must access the Site area "My Account" and then access the tab "My Settings" where you can find the fields "deposit limit" and "bet limit."

## **Article 19 – Player’s account cancelation consequences**

The cancellation of the account means that the player:

- will cease use of the Site, Software and games; and,
- will delete all copies from the computer or any other device.



The permanent cancelation of the player account entails the immediate payment of the amounts contained in this Player account to the respective bank account of the Player, provided that the holder has not committed any fraudulent activity involving the account lock.

If such payment is not possible, for reasons attributed to the player, especially if the player has changed the details of the bank account without notifying the ESTORIL SOL DIGITAL, under no circumstances can ESTORIL SOL DIGITAL be held responsible for non-payment. The Player must proceed with the sending of the new details, in the manner determined in these Terms and Conditions.

ESTORIL SOL DIGITAL will inform about the cancellation via email.

### **Article 20 - Responsible gambling**

ESTORIL SOL DIGITAL invites you to gamble with moderation.

The Player is informed that, with some people, an increase in the duration or frequency of gambling may trigger a state of dependency or may lead to a certain psychic fragility.

The Player should know that addiction consists of an inappropriate, persistent and repeated gambling habit. The pleasure of gambling turns into a pressing need to gamble, at the cost of serious consequences for the player and the people around him/her.

The Player can read the "[Responsible Gambling](#)" section, always available on all pages of the ESTORIL SOL DIGITAL site. In this section, the Player can see all the mechanisms that have been implemented on the site, advices on how to prevent and fight against excessive gambling and the risk of addiction, the procedure for registering on the list of those excluded from gambling and information of the organization "[Linha Vida](#)" specialized in fighting addiction problems.

### **Article 21 - Verification**

ESTORIL SOL DIGITAL may at any moment check the solvency of a Player, with the support of financial entities and third-party payment service providers, as well as any information related to his/her registration and account.

ESTORIL SOL DIGITAL may ask the Player, at any moment, for details of his/her bank account and financial transactions executed in the context of using the Site.

## **Article 22 – Complaints**

In the case of any complaint related with games or payment of winnings, the Player can go directly to the "Help" tab on the Site or send an email to [support@estorilsoldigital.com](mailto:support@estorilsoldigital.com).

Complaints must be submitted no later than 14 days after the event giving rise to the complaint happened. Otherwise the complaint will be deemed inadmissible. However, the Player acknowledges and accepts that ESTORIL SOL DIGITAL is not obliged to investigate or follow up a complaint made by one Player against another Player.

## **Article 23 - Transferability of the contract**

The Player's rights and obligations cannot be transferred to a third party without the prior consent of ESTORIL SOL DIGITAL.

ESTORIL SOL DIGITAL is authorized to sell the Software, the Site and some or all of the gaming services without the prior consent of the Player.

## **Article 24 – Security**

ESTORIL SOL DIGITAL implements security measures to protect the personal information the Player provides against unauthorized access and use. Nevertheless, the Player acknowledges and accepts the fact that transmissions via the Internet are never completely confidential and secure. The Player acknowledges that any message or information transmitted on our Site may be read or intercepted by other people, even if a special notice specifies that a given transmission is encrypted.

## **Article 25 - Availability of the Services**

Connection to the Site and use of the services offered means that the Player is aware of and accepts the characteristics and limitations of the Internet, especially regarding technical performance, response times for viewing, querying or transferring information, the risks of interruption and, more generally, the risks inherent in any connection and transmission via the Internet or via mobile telephony networks, the lack of protection of certain data against any embezzlement and the risks of contamination by any computer viruses circulating on the Internet and mobile phone networks.

ESTORIL SOL DIGITAL will make every effort to ensure that, the Site and the files that can be downloaded from it, are free of bugs, viruses, Trojan horses and unauthorized spyware.

Nevertheless, ESTORIL SOL DIGITAL can under no circumstances be held liable for (not an exhaustive list):

- transmission and reception or failure to receive data and/or information via the Internet or mobile phone networks;
- any malfunction of the Internet and mobile phone networks that prevents our Services from running and/or functioning properly;
- failure of any receiver or communications equipment;
- any data loss;
- any software malfunction;
- consequences of any computer virus or bug, anomaly or technical fault;
- any harm caused to a User's computer, mobile phone or equipment;
- any technical, hardware or software fault of any type, that may have harmed a User's computer, mobile phone and/or other equipment's.

It is your responsibility to take all appropriate measures to protect your own data on your computer, tablet and/or mobile phone against any breaches. Moreover, ESTORIL SOL DIGITAL is only obliged to make best efforts to ensure the continuity of its Services.

In principle the Site is accessible 24 hours a day, 7 days a week, except for scheduled or unscheduled interruptions for the purposes of maintenance or in case of force majeure.

## **Article 26 - Hyperlinks**

### *Creating links to the pages on the Site*

No links to the home page or to any other pages on the Site may be created without the prior written consent of ESTORIL SOL DIGITAL. It is necessary and mandatory that a mention to any ESTORIL SOL DIGITAL brands, must be clearly made on or near the link. This authorization does not apply to websites distributing illegal, violent, controversial, pornographic, xenophobic or widely offensive information and/or contents.

The authorization to create the links specified in this article must be requested by sending an email to the following address: [info.online@estoril-sol.com](mailto:info.online@estoril-sol.com). The request must include the address (URL) of the page on which the link will appear on the third-party site.

### *Inclusion and use of frames*

Any use or reproduction, even if partial, of any of the elements of the Site within a third-party site by means of inclusion methods, frames, inlining or any other methods of a similar nature are strictly prohibited.

#### Links on the Site

It is possible that the Site may contain links to third party websites or web pages. Such sites are provided solely for your convenience and information. ESTORIL SOL DIGITAL makes no guarantee and accepts no liability in respect of third-party hypertext links and/or the content of those sites.

The Player access those websites at his/her own risk and acknowledges that the websites may be subjected to different terms and conditions of use and other privacy protection provisions than those applicable to this Site.

#### **Article 27 - Non-renunciation**

The fact that ESTORIL SOL DIGITAL chooses not to apply any of the terms, commitments or conditions in these General Terms and Conditions of Use, strictly to a specific User, can never be interpreted as renunciation by ESTORIL SOL DIGITAL to do so, nor as an abandonment of its rights. ESTORIL SOL DIGITAL may require strict and complete application to a User of some or all of the aforementioned terms, commitments and conditions of these General Terms and Conditions of Use at any moment.

#### **Article 28 - Invalidity**

The provisions of these General Terms and Conditions of Use should always be interpreted to be compliant with the applicable law. However, if any provision of these General Terms and Conditions of Use should be pronounced or found to be null and void or invalid, the validity of the remaining provisions shall remain unaffected.

#### **Article 29 - Languages**

ESTORIL SOL DIGITAL offers its services to Players by means of forms in Portuguese, and English. These General Terms and Conditions of Use are translated into each of these languages depending on your choice of navigation. The Portuguese version shall prevail in the event of a conflict between the translation and the Portuguese version.

### **Article 30 - Archiving and evidence**

The files, data and documents kept by ESTORIL SOL DIGITAL on storage media in ESTORIL SOL DIGITAL's information systems, under reasonable conditions of security shall be considered as evidence of communications and the results of games entered into between the Player and ESTORIL SOL DIGITAL.

ESTORIL SOL DIGITAL will keep any written records documenting any agreement concluded between ESTORIL SOL DIGITAL and a Player for the purpose of taking advantage of ESTORIL SOL DIGITAL's services in electronic form without disclosing these documents to third parties.

In the event of discrepancies between the result of a game or bet shown on the Site and the result recorded directly or indirectly by ESTORIL SOL DIGITAL, especially on its computer server via the Software, the result recorded by ESTORIL SOL DIGITAL shall prevail at all times.

### **Article 31 - Additional information**

If a Player has any questions relating to these General Terms and Conditions of Use or the Services in general shown on the Site, he/she is invited to contact ESTORIL SOL DIGITAL on the following email address: [support@estorilsoldigital.com](mailto:support@estorilsoldigital.com).

### **Article 32 - Applicable law - Disputes**

The present Contract is subject to Portuguese law, without prejudice to the mandatory provisions that the Player would be entitled to enforce in application of article 6 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations.

In the event of disagreement or dispute between the Player and ESTORIL SOL DIGITAL arising from or relating to the use of the sites, the parties should attempt to resolve this dispute quickly and in good faith within 14 days of notification by one of the Parties. If it is not possible to resolve this dispute within the specified deadline, the Portuguese courts shall have sole competence to recognize any dispute concerning the application or interpretation of these General Terms and Conditions of Use.

The Player acknowledges that, any contradictory legislative provision, any complaint or action against ESTORIL SOL DIGITAL must be lodged no later than one year after the event giving rise to it.

### **Article 33 – Language for reference**

In case of any differences between the Portuguese other versions of these regulations, translated into other languages, the Portuguese version prevails.