

Operational Manual

Product industry	Online Gaming
Regulator	CGA (Curacao Gaming Authority)
Operator	LUCKYROO N.V.
Approved as of:	(SMES) Solutions for Management and Employment Support N.V.
Version No.:	ver. 1.0
Adoption Date:	24/06/2026



Director

(SMES) Solutions for Management and Employment Support N.V.

REGULATORY BASIS

This Operational Manual is maintained pursuant to Article 5.9, first paragraph, of the National Ordinance on Games of Chance (Curaçao), which requires the holder of a license issued under Article 5.1, first paragraph, to maintain at all times an operational manual describing the manner and degree of compliance with the National Ordinance and the rules and restrictions attached to the Gaming License.

1. OVERVIEW OF GAMES OF CHANCE: OFFERINGS, WAGERING FRAMEWORK, PAYMENT OPTIONS, PAYOUT PRACTICES, SOFTWARE SYSTEMS, AND RESULT GENERATION

In accordance with its licensed scope of operations, the Operator facilitates access to a diversified suite of Games of Chance. This section outlines the principal game categories available to players, the mechanics of participation, payment and withdrawal channels, betting ranges, payout rules, the technology powering gameplay, and the systems in place for determining outcomes.

1.1. Game Offering and Mechanics

The Operator provides access to multiple categories of chance-based games. These are developed and maintained in compliance with international technical and regulatory standards.

Slot Games

Players engage with virtual reel-based machines, each featuring distinctive symbols and payline configurations. Paytables accompany each slot title and display the rules for payout combinations, bonus events, and multipliers. The outcome of each spin is autonomously generated by a Random Number Generator (wRNG), ensuring non-sequential and unpredictable results.

Blackjack

A card comparison game wherein participants strive to reach a total card value closest to 21 without exceeding it. The game permits a range of strategic actions, such as hitting, standing, doubling down, or splitting pairs. The dealer's actions follow pre-defined rules, typically drawing on 16 or less and standing on 17 or above. Card distribution is based on a digital shuffle process backed by RNG, simulating real-world randomness.

Roulette

Players place wagers on the anticipated landing position of a ball spun around a wheel containing numbered slots. Both European (single zero) and American (double zero) formats may be available. Various bet types (e.g., straight, split, red/black) are supported. The ball's final position is digitally simulated using RNG to ensure fair, random results.

Video Poker

Each game begins with five randomly dealt cards. Players may hold or replace cards to form the best possible hand. The rules mirror those of traditional poker, with payouts based on standard hand rankings. RNG logic determines both the initial deal and replacement cards, ensuring the integrity of the draw.

Live Casino Games

Live dealer tables replicate the in-person casino experience through live-streamed sessions conducted by trained human dealers. Games adhere to traditional rules and include real-time interaction. Unlike RNG-based games, outcomes are the result of physical events (e.g., card draws or wheel spins), which are captured and transmitted through digital systems to the player interface.

1.2. RNG Systems

The results of all virtual games are determined by Random Number Generator (RNG) systems, which are used by all game providers:

- to determine the result of each game session;

- to use mathematical and/or hardware methods to generate random number;
- to guarantee honesty (the result does not adjust to the player or the casino).

Random Number Generator (RNG) system:

a) Use industry-approved methods to ensure results are completely random	b) Are seeded with securely generated, non-deterministic values to prevent predictability	c) Are subject to ongoing evaluations to ensure compliance and uphold randomness integrity
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1.3. Sports Betting Options

The Operator's betting platform includes functionality for placing wagers on live and upcoming sporting and e-sports events. The following betting formats are supported:

- **Single Bets:** A wager placed on a single outcome. Winnings are calculated as stake × odds.
- **Accumulator Bets:** Combine multiple unrelated selections. A failed leg voids the entire bet. Odds of all legs are multiplied for payout. Related outcomes are not permitted and are automatically removed.
- **System Bets:** Comprised of multiple smaller accumulators based on a fixed number of outcomes. Systems can include up to 20 outcomes and 184,756 possible combinations.
- **Chain Bets:** A sequence of single bets, where the original stake rolls over with each win. Settled in the order listed on the slip. The stake continues until the chain balance is depleted.
- **Advance Bets:** Offered based on potential returns from open bets scheduled to conclude within 48 hours. Unsettled bets must cover the Advancebet amount to avoid cancellation. Deposits made after such bets cannot be used for repayment.
- **Multibets:** Consist of mixed single and accumulator bets. May include a "Lobby" selection, which must win for the entire bet to stand. If no Lobby is included, the bet is processed as a system bet.
- **Conditional Bets:** Bets processed in a specific sequence, with each subsequent stake depending on returns from the preceding one. If a selection loses and no funds remain, the bet ends.
- **Anti-Accumulators:** These bets win if any leg of an accumulator loses. They require unrelated outcomes and are calculated using inverse probabilities.
- **Lucky Bets:** A combination of single bets and all possible accumulators based on 2–8 selections. A payout is possible with at least one correct pick.
- **Patent Bets:** Include all accumulator combinations for 3–8 selections. A minimum of two correct picks is needed to yield a winning accumulator.

1.4. Payment Infrastructure

The Operator processes financial transactions exclusively through regulated Payment Service Providers (PSPs). A wide array of regional and global deposit and withdrawal methods are supported under contractual merchant arrangements.

Key principles regarding monetary transactions:

- Identity verification is mandatory, and the Operator observes due diligence obligations.
- Withdrawals are available around the clock.
- Deposits via e-payment methods cannot be withdrawn in cash.
- Withdrawal amounts must correlate with legitimate betting activity. Bets must total at least the deposit amount and carry minimum odds of 1.1. Repetitive low-risk betting (e.g., opposing outcomes) is excluded from this calculation.

- Suspicious account activity may result in withdrawal suspension pending further verification.
- Withdrawals must be processed using the same method as the deposit. If multiple deposit methods were used, withdrawals must be proportionally split.
- Only the registered account holder's financial instruments are eligible for use in transactions.

2. PERIODIC TESTING AND VALIDATION OF RANDOM NUMBER GENERATORS: METHODS, STANDARDS, AND CERTIFICATION FRAMEWORK

To maintain the integrity of its digital gaming operations, the Operator relies on robust Random Number Generator (RNG) systems. These systems serve as the foundation for producing fair and unbiased outcomes across all virtual games. This section outlines the objectives, compliance benchmarks, testing methods, and third-party validation procedures used to evaluate RNG performance on a recurring basis.

2.1. Objective of RNG Quality Monitoring

The RNG serves as the core mechanism ensuring unpredictability and impartiality in game outcomes. To fulfill regulatory obligations and foster trust among users, each RNG deployed must demonstrate:

a) Proven randomness and statistical uniformity	b) Resistance to manipulation or prediction	c) Ongoing compliance with common- accepted standards
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2.2. Technical and Regulatory Compliance

All RNGs must comply with globally accepted frameworks governing random number generation. These include:

Cryptographic Integrity	Seed Security	Auditability and Documentation
RNGs must generate values based on algorithms with strong entropy characteristics, or utilize hardware-based randomness sources	Initial seed values must be non-deterministic and securely generated to eliminate predictability	The internal logic, generation flow, and system architecture must be fully documented for inspection

2.3. Statistical Testing Procedures

To ensure performance consistency, RNG outputs are subjected to a comprehensive set of diagnostic tests which may include:

Frequency Distribution Analysis	Verifies that outcomes occur with expected frequency over time, indicating even distribution
Runs Test	Identifies unusual clustering or repetitive patterns in output sequences that may suggest bias
Autocorrelation Evaluation	Assesses whether consecutive outputs influence each other, which would undermine randomness

Chi-Square Goodness-of-Fit Test	Compares the observed distribution against the theoretical model of uniform probability
Entropy Analysis	Quantifies the degree of randomness; higher entropy scores indicate reduced predictability and stronger randomness

2.4. Third-Party Certification and Oversight

Before any RNG can be deployed within the Operator's environment, it must be independently audited and certified by an internationally recognized testing laboratory. This process can include:

a) Review of algorithm source code	b) Analysis of output samples for statistical validity	c) Verification of seed management and result logging processes
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These evaluations ensure that the RNG meets certain regulatory and technical requirements for licensed gaming platforms where it is necessary. Certifications are renewed on a recurring basis to confirm continued reliability and regulatory alignment.

2.5. Recognized Certification Authorities

The Operator works with reputable and accredited testing organizations to validate the integrity of its RNG systems. Approved certifiers include, but are not limited to:

- Gaming Associates (<https://gamingassociates.com/>)
- SIQ (<https://www.siq.si/en/>)
- Gaming Laboratory International (<https://gaminglabs.com/>)
- QUINEL (<https://www.quinel.com.mt/>)
- BMM (<https://bmm.com/>)
- Global Lab (<https://www.globaltestinglabs.com/>)
- eCogra (<https://ecogra.org/>)
- Lean Lab (<https://www.leanlab.co/>)
- itech Labs (<https://itechlabs.com/>)
- Trisigma (<https://trisigma.com/>)
- SQS (<http://soqus.com/en/>)

Approved jurisdictions of the certificate include, but are not limited to

- Malta,
- UK,
- Spain,
- Serbia,
- Georgia,
- Romania,
- Greece,
- Czechia,
- Macao,
- Ontario,

- **In-Transit Encryption:** All data transmissions between systems—whether internal, external, or user-facing—are secured with transport encryption protocols (e.g. TLS/SSL). This prevents interception, tampering, or eavesdropping.
- **Data Integrity Assurance:** Integrity verification techniques, including hashing and digital signatures, are employed to detect unauthorized alterations. Automated monitoring routines ensure data fidelity is preserved.

3.5. Access Management and Activity Logging

Controlled Access: System access is restricted according to role and necessity. Users are granted permissions aligned with their duties—for instance, operational staff may not access financial data, while auditors receive limited read-only access. High-privilege accounts require multi-factor authentication and follow stringent password management protocols.

Audit Trails: Every user interaction involving personal data is logged automatically. Each log entry includes timestamp, user identity, and the specific action performed. These immutable logs are routinely reviewed for anomalies and retained securely, providing full traceability for internal oversight or regulatory inquiry.

3.6. Backup and Recovery Strategy

To safeguard against data loss and enable fast recovery, comprehensive backup procedures are implemented:

- Daily full backups are executed, supplemented by hourly transaction logs.
- Backup data is encrypted and stored off-site in geographically separate locations.
- Restoration processes are regularly tested to confirm readiness in case of emergency.

This approach aligns with industry best practices for disaster recovery, allowing for service restoration with minimal downtime in the event of failure, attack, or loss of infrastructure.

3.7. Personal Data Governance and GDPR Alignment

The Operator applies data protection practices consistent with both local regulatory frameworks and the European Union's General Data Protection Regulation (GDPR). Key elements include:

Data Minimization and Purpose Limitation: Only essential information is collected and retained. Data use is limited strictly to operational functions such as account administration, responsible gaming, AML/KYC checks, and service delivery.

Player Rights Management: Individuals can request access to their personal information or demand its correction or removal, in accordance with GDPR rights of access and erasure. Procedures are in place to respond within regulatory deadlines.

Risk Assessment Protocols: For activities involving elevated privacy risks—such as large-scale profiling or the integration of new identity verification tools—the Data Protection Officer (DPO) oversees a Data Protection Impact Assessment (DPIA) to evaluate potential impacts and mitigation steps.

Compliance Documentation: Security processes, user access logs, employee training, and audit records are maintained in a structured format. This documentation serves as evidence of ongoing compliance and enables accountability under supervisory reviews.

3.8. Data Retention and Secure Disposal

Personal data is retained only for durations required by applicable laws and operational policies. For instance, under Curaçao's anti-money laundering regulations, financial and transactional data may be held for five to seven years.

Once the relevant retention period concludes—or upon the verified closure of a player account—data is permanently erased or anonymized using secure deletion methods. These may include cryptographic wiping (e.g., key destruction), secure overwriting routines, and physical media sanitization (including degaussing or shredding of decommissioned hardware).

All deletion activities are tracked, and records are retained for audit purposes. These disposal procedures reflect the GDPR principle of storage limitation, ensuring that no personal information is kept beyond its legitimate use.

4. VISUAL INTERFACE ELEMENTS PRESENTED TO PLAYERS VIA PLATFORMS

The Operator’s website and mobile application employ a carefully structured visual interface intended to deliver clarity, accessibility, and regulatory compliance. All design components are crafted with the following key goals in mind:

4.1. Purpose of Visual Presentation

Player Engagement	Transparency and Clarity	Player Protection
The layout and visual flow prioritize a smooth and immersive user experience, tailored to encourage exploration and ongoing participation	Important terms of service and platform features are made visually accessible, ensuring that players remain fully informed throughout their engagement	Interface elements actively support responsible gaming protocols by clearly communicating restrictions and offering help links for users at risk

While layout elements may adapt between subpages to reflect content or promotional focus, specific visual components remain visible sitewide to provide a uniform and legally compliant player experience.

4.2. Static UI Components

These core elements are embedded across all pages of the gaming site and mobile interface. Their placement and availability are governed by the platform’s user experience standards and are not dependent on content-specific pages.

■ Header Components

The top section of each page includes:

Main Navigation Tabs	Direct links to all principal gaming categories (e.g., slots, live games, sports betting)
Account Access	Shortcut to the user’s profile and wallet, including balance, preferences, and settings
Brand Logo	Centrally positioned to reinforce platform identity and brand recognition
Localization Controls	Options to select preferred language and view local time, enhancing user accessibility

■ Footer Components

Displayed at the bottom of each screen, the footer contains key compliance and support information, including:

Age Restriction Notice	Visual reminder that access to gaming is restricted to legal-age users only
Licensee Details	Full legal name and registered address of the Operator
Licensing Information	Official license number and confirmation of regulatory oversight by the Curaçao Gaming Authority (CGA)
Responsible Gaming Access	Direct link to the Responsible Gaming Policy and external assistance resources
Regulatory Seals	The platform’s digital compliance badge issued by the CGA

Terms & Conditions	Structured legal references covering major operational policies (e.g., deposits, withdrawals, bonuses)
Social Media Links	Icons linking to the Operator's verified accounts on relevant platforms for support and engagement updates

4.3. Design Consistency and Regulatory Alignment

All interface components are implemented according to internal UX/UI standards to ensure consistent placement, visibility, and performance. While stylistic updates or enhancements may occur periodically, the presence of the listed visual elements remains a constant throughout all user sessions, supporting legal obligations and ensuring easy navigation.

5. ACCESS RESTRICTION CONTROLS FOR PROHIBITED INDIVIDUALS

To uphold legal compliance and support responsible gaming practices, the Operator has implemented a comprehensive system of technical measures designed to block access for users who are barred from participation – either by regulatory mandate or through voluntary self-exclusion. These controls operate across several layers of the platform and are routinely reviewed and updated to meet current legal and industry standards.

5.1. Age Restriction Enforcement

Mandatory Date of Birth Declaration	During account creation, users are required to input their full date of birth. The platform automatically screens this data to ensure the registrant is 18 years or older, in accordance with legal requirements
Automated Identity Verification	As part of age validation and fraud prevention protocols, the system may request government-issued identification. Submitted documents are assessed using certified third-party KYC solutions to verify authenticity and confirm age
Manual Review by Compliance Personnel	If automated verification yields uncertain results, the Compliance Team conducts a manual review of submitted documentation to determine whether the user meets the platform's age eligibility standards
Immediate Suspension of Underage Accounts	Should it be confirmed at any stage that a user is below the legal age threshold, the account is permanently closed. Any associated activity or financial transactions are nullified in accordance with the platform's Terms and Conditions

5.2. Geographic Access Restrictions

IP-Based Location Monitoring	The platform utilizes automated IP detection to identify users' physical locations. Access is immediately restricted for users attempting to connect from countries or jurisdictions where online gambling is prohibited or unlicensed
Dynamic Territory Restrictions	The system maintains an up-to-date list of blocked regions. As regulations evolve, access controls are updated in real time to reflect any new jurisdictional restrictions
Enforcement of Regional Bans	Users identified as residing in prohibited territories are denied platform access. Any account found to be in violation of geographic restrictions may be suspended, with related transactions voided in accordance with internal policy

5.3. Identity and Account Integrity

Verification of Contact Details	New users are required to validate either their email address or phone number during registration. This is done via a confirmation link or a one-time password (OTP) to ensure contact information is accurate and belongs to the registrant
Detection of Duplicate Accounts	The platform enforces a one-user-one-account policy by automatically screening for shared indicators such as IP address similarities, device fingerprints, and variations in personal data. Potential duplicates are flagged for further review
Manual Review of Identification	In situations where automated systems cannot confirm identity, the Compliance Team manually inspects submitted documents to validate user information and eligibility
Know Your Customer (KYC) Triggers	Full identity verification is initiated under the following circumstances: • Upon reaching predefined deposit thresholds • Before processing a user's first withdrawal • When suspicious or irregular account activity is detected • As part of scheduled account verification reviews

5.4. Device Identification and Session Management

Device Profiling	The system collects technical attributes from user devices—such as browser type, screen resolution, operating system, and installed plugins—to build a profile for each session. This information is used to detect attempts to access or create multiple accounts from the same setup and trigger appropriate action
Login Session Oversight	Simultaneous logins across multiple devices are generally restricted. When access is attempted from a new location or unrecognized device, the user may be required to complete additional verification steps
Inactivity-Based Logout	To prevent unauthorized use, user sessions are automatically terminated after a period of inactivity, particularly to safeguard access from shared or unattended devices

5.5. Login Protection Measures

Multi-Factor Authentication (MFA)	Users have the option to enhance their account security by enabling MFA, which requires a verification code from an authenticator app or SMS in addition to the standard password
Login Attempt Surveillance	The platform monitors failed login attempts. If a user exceeds the allowed number of retries, the account is temporarily locked and flagged for further investigation by the security team
Automated Threat Prevention	CAPTCHA technology is used during login and registration processes to block bot traffic and protect the platform from automated attacks or abuse

5.6. Fraud Monitoring and Behavioral Analysis

User Behavior Monitoring	Analytics continuously evaluate player activity—covering deposits, gameplay, withdrawals, and login behavior—to identify irregular patterns that may indicate fraud or misuse
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Real-Time Risk Alerts	High-risk actions—like frequent location changes, flagged payment use, or rapid transactions—trigger instant alerts for fraud team review
Transaction Rate Controls	The platform applies velocity limits to control the frequency of transactions. These measures are designed to deter automation attempts and detect abrupt shifts in user behavior that may suggest account compromise

5.7. Enforcement Against Prohibited Users

Voluntary Exclusion Controls	Players who self-exclude or request a cooling-off period are systemically restricted from accessing their accounts or engaging in any form of gameplay or transactions
Internal Blacklisting	Accounts linked to confirmed policy violations—such as chargebacks or identity fraud—are added to a secure internal blacklist and permanently denied platform access

6. TECHNICAL INFRASTRUCTURE OVERVIEW AND EMERGENCY RESTORATION CAPABILITIES

The Operator's technical environment is purposefully built for operational continuity, incorporating fault-tolerant infrastructure, systematic recovery protocols, and adaptive backup solutions. This setup enables ongoing service delivery even in the face of technical failure, security incidents, or physical disruption.

6.1. Core Systems and Hosting Setup

Critical services—including financial, administrative, and gaming platforms—are hosted within an in-house data center. The facility supports the following:

a) Secure server rooms	b) Virtualized server framework	c) Routine data backup procedures are in place to ensure recovery and operational continuity
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6.2. Network Structure and Backup Strategy

The network is designed for resiliency, ensuring connectivity and quick restoration in the event of failure:

a) Routers and switches are in place	b) Regular backups of important data and system settings	c) Stored copies of network settings to help restore operations if required
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6.3. Disaster Recovery Procedures

Upon detection of system failure or physical disruption, the Operator activates a step-by-step restoration plan. Each phase is assigned to designated personnel and supported by checklists for efficiency:

Hardware Recovery	Damaged components are identified and swapped with on-hand spares or pre-configured standby units. Vendor contacts are maintained for emergency replacements
System Recovery	Core systems are restored using verified system images. Application data is reloaded, and security patches are applied
Network Restoration	Connectivity is re-established using backup ISPs and reconfigured VPN tunnels. Monitoring services are resumed

Communication Tools	Email operations are transferred to cloud-based services if needed. Voice systems are rerouted or forwarded to mobile devices. Voicemail messages are updated accordingly
Endpoint Access	Once backend services are online, staff workstations are restored using standard imaging tools. Secure access instructions are distributed for remote login

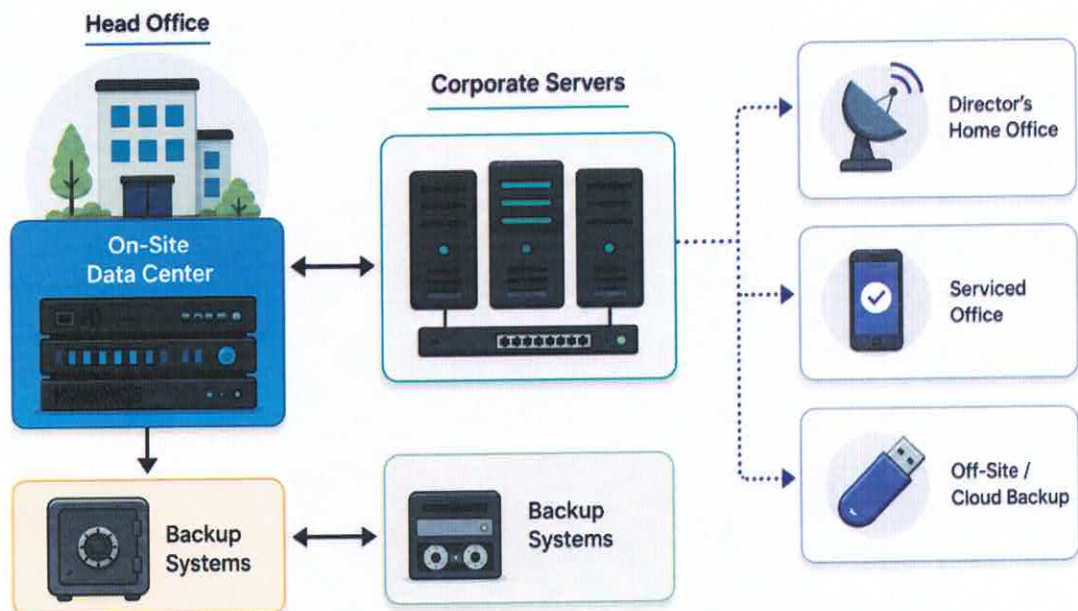
6.4. Staff Coordination and Communication

To ensure alignment and fast decision-making during emergencies:

a) A designated Incident Lead initiates the plan and coordinates the overall response	b) Team leaders manage specific areas: IT for systems, Admin for logistics, Facilities for premises, and Communications for internal and external updates	c) Multiple contact methods are used—phone, SMS, email, and messaging apps—to ensure message delivery even if primary systems are unavailable	d) Status updates and support resources are shared through scheduled briefings or online dashboards. Message templates for alerts and external notices are prepared in advance
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Figure: Technical Infrastructure and Emergency Recovery Model

Technical Infrastructure Overview and Emergency Restoration Capabilities



7. RESPONSIBLE GAMING

The Operator is committed to promoting responsible gambling practices that protect players from harm and uphold ethical standards in all areas of operation. The Operator ensures compliance with Curaçao regulations and reflects in its policies industry best practices to safeguard vulnerable individuals, prevent underage participation, and enable informed decision-making.

7.1. Objectives of Responsible Gaming

Responsible Gaming provisions are implemented to:

- Promote gambling as a form of entertainment, not a source of income.
- Prevent access by underage or prohibited individuals.
- Identify signs of problem gambling and intervene early.
- Provide effective self-limitation and exclusion tools.
- Educate players and staff on risks and protective measures.
- Comply with all applicable regulations and licensing conditions.

7.2. Player Information & Transparency

The Operator ensures that Responsible Gaming (RG) resources are clearly displayed and easily accessible across all user interfaces. The RG Policy is available in multiple languages and integrated into registration flows, account settings, and help pages.

Players have access to:

- Explanations of responsible gambling tools (limits, time-outs, self-exclusion).
- Guidance on safe play, signs of problematic behavior, and support links.
- Real-time tracking tools to monitor play sessions and transaction history.

7.3. Age Verification Controls

To restrict access by minors:

Age confirmation is required at registration.

Date of birth, ID checks, and payment method ownership are verified.

Government-issued ID (e.g. passport or driver's license) is mandatory for withdrawals or triggered events (e.g. cumulative deposits).

Accounts found to belong to underage users are immediately closed, funds refunded (except where restricted), and all activity voided.

The Operator encourages use of parental control tools (e.g. Net Nanny, CyberSitter) for shared devices.

7.4. Tools for Player Self-Control

Players can actively manage their gambling behavior via configurable limits and access restrictions:

- Deposit Limits: Players may set limits per day, week, or month. Reductions take immediate effect; increases are subject to a 7-day cooling period.
- Loss & Wager Limits: Where supported by the platform, additional caps can be applied to total losses or bet amounts over a defined period.
- Session Timers: A real-time session tracker is displayed during gameplay.
- Reality Checks: Players receive notifications summarizing time spent and net outcomes at regular intervals.
- Cooling-Off Periods: Users can suspend access for 24 hours, 7 days, 1 month, or 3 months. During this time, login and gameplay are disabled. Players remain opted out of all marketing communications.

7.5. Self-Exclusion Program

The Operator offers self-exclusion across all products and platforms with immediate enforcement. Players may choose fixed terms of 1, 3, 5, 10 years, or lifetime exclusion.

Key provisions:

- Activation is available directly through the account interface without delay or staff interaction.

- Affected players are locked out of all services, including deposits, wagers, and account access.
- Associated payment methods are blacklisted to prevent circumvention.
- Data is recorded in the Self-Exclusion Register and retained for a minimum of 7 years after the exclusion period ends.
- Exclusion cannot be reversed until the selected duration expires.
- At the end of the term, account reactivation requires a written request, responsible gaming guidance, and a gambling behavior questionnaire.

Exclusion may apply to:

- Specific verticals (e.g. casino, sportsbook).
- The full platform and all associated domains.

7.6. Monitoring and Detection of Risk

Player behavior is continuously monitored using a combination of automated systems (including AI/ML risk detection) and human review.

Key indicators include:

- Unusually frequent deposits or wagers.
- Reversal of withdrawal requests.
- Usage of multiple payment methods.
- Repeated changes to responsible gaming settings.
- Extended play without breaks.
- Attempts to create duplicate accounts.
- Risky behavior by younger users.

Accounts that trigger concern are reviewed by the Responsible Gaming team and escalated for direct intervention where needed.

7.7. Intervention Procedures

In cases of suspected harm or abuse:

- Trained personnel reach out to the player with support options (e.g. setting limits, time-outs, or self-exclusion).
- Players may be referred to third-party resources (e.g. national helplines, counseling services).
- If necessary, account access may be restricted unilaterally to prevent further harm.
- All interactions are documented in the Player Account Management system for regulatory compliance and ongoing monitoring.
- Where serious risk is identified, the Operator reserves the right to impose mandatory exclusion or permanent closure of the account.

7.8. Staff Training and Role Definition

All frontline staff, especially customer service and VIP managers, receive annual training on:

- Identifying behavioral signs of distress or problem gambling.
- Handling sensitive conversations with empathy and professionalism.
- Offering appropriate tools and resources.
- Documenting interactions and escalating concerns.
- Training is reviewed annually and adjusted based on internal audits, player feedback, and evolving best practices.

7.9. Marketing and Communication Restrictions

Marketing practices follow strict responsible gaming standards:

- No marketing is directed toward self-excluded or cooling-off players.
- Communications are paused immediately upon exclusion.
- Promotional content does not target minors or individuals flagged as high-risk.
- Gambling is never presented as a financial solution or a guaranteed way to win.
- Affiliate and influencer partners must comply with age, content, and audience restrictions.

7.10. Compliance and Regulatory Reporting

The Operator maintains full records of RG-related interactions, exclusions, and incidents. In cases where a self-excluded or underage user gains access:

- The account is blocked immediately.
- Any deposits (not restricted under AML) are refunded.
- An incident report is filed with the Curaçao Gaming Authority (CGA) within twenty-four (24) hours of the incident, in accordance with Article 5.10, sixth paragraph, of the National Ordinance on Games of Chance.
- Initiated exclusions may also be applied where there is evidence of abuse, criminal activity, or excessive gambling patterns.

8. TERMS AND CONDITIONS

8.1. Current Text of the Terms and Conditions

The Website is operated by LUCKYROO N.V., a company incorporated under the laws of Curaçao with Company Number 163606, registered at 17-C, Seru Loraweg, and licensed by the Curaçao Gaming Authority to offer games of chance under license number OGL/2024/1371/0694 in accordance with the National Ordinance on Games of Chance (Landsverordening op de kansspelen, P.B. 2024, no. 157). The license was granted on 06/11/2025 and its current status is active.

Payments are processed by FIVE SCATTERS INVEST LTD (registration number HE 456855, registered at 6, Larnakos, Apt.: 1, 2101, Nicosia, Aglantzia, Cyprus) that acts as a payment agent on behalf of LUCKYROO N.V.

Participation in any game is subject to the player's acceptance of the Terms and Conditions and the Responsible Gaming Policy, which set out applicable limitations, restrictions, and safeguards. Gambling is offered for entertainment purposes only and should be undertaken responsibly. Participation is strictly prohibited for persons under the age of 18. Independent assistance for gambling-related concerns is available through Gamblers Anonymous.

• General Terms and Definitions

For the purposes of these Terms of Service, the user and, wherever the context requires "you", "your" means the person who accesses the Website, its content and uses the gaming and other services (the "Services") offered on or through the Website (the "Customer", "you", "your").

The following Terms of Service pertaining to us stipulate the manner of accepting bets, paying winnings and resolving disputes, as well as the specific features of certain bets on certain sports. These Terms of Service shall govern any other relations between the Company and the Customer.

These Terms of Service shall apply to betting on the Website and at the Company betting facilities. The following Terms of Service pertaining to us stipulate the manner of accepting bets, paying winnings and resolving disputes, as well as the specific features of certain bets on certain sports. These Terms of Service shall govern any other relations between the Company and the Customer.

These Terms of Service shall apply to betting on the Website and at the Company betting facilities.

- **"Bet"** is a risk-driven agreement for potential winnings entered into between the customer and the bookmaker under the established Rules, where the fulfillment of such agreement is conditioned by an event whose outcome is yet to be determined. Bets are accepted on the conditions offered by the bookmaker.
- **"Bonus"** is a promotional reward offered by the Company to Customers. Bonuses may include extra funds, free spins, or other incentives and are subject to specific terms such as deposit requirements, wagering conditions, and expiration periods accordance with these Terms of Service.
- **"Privacy Policy"** is policy on the collection, processing, use, and protection of personal data, as set out in Privacy & Management of Personal Data section on the Website.
- **"Security Service"** or **"Security Team"** is the internal division of the Company responsible for monitoring and ensuring the integrity of financial transactions, including deposits and withdrawals.
- **"Support Service"** is the Company's official customer support channel, available for processing inquiries, complaints, account-related questions, refund requests, and other inquiries from the Client. All communications with Support Service are conducted using the contact information (phone number, email address) listed on the Contacts page of the Website.
- **"AML"** (Anti-Money Laundering) is a framework of laws, regulations, and procedures established to detect and prevent money laundering and related financial crimes.
- **"CTF"** (Counter-Terrorism Financing) is the process of identifying, preventing, and disrupting financial transactions intended to support terrorist activities.
- **"KYC"** (Know Your Customer) is procedures used to verify the Customer's identity and monitor their financial behavior as part of regulatory compliance.
- **"Outcome"** is the result of the event (events) on which the bet was placed.
- **"Bet Cancellation"** is an outcome on which the bet is not settled and winnings are not paid. As per the Terms of Service, in the event of "bet cancellation", an arrangement between the Company and the customer shall be deemed unconcluded and the stake shall be refunded.
- **"Regular Time"** is the duration of the match subject to the regulations of the relevant sport, including time added by the referee. Regular time does not include extra time, overtime(s), penalty shootouts, etc.

● **General Terms**

1. In order to register for this Website, the Customer is required to accept the Terms of Service. These Terms of Service are reviewed periodically and updated in line with regulatory changes. In addition to the English language, copies may also be available in other languages. In the event of discrepancies between the English version and any translated version of these Terms of Service, the English version shall prevail. Translations are provided for convenience only.
2. By registering, you confirm that you are acting on your behalf and not on behalf of any third party. You declare that you are the ultimate beneficial owner of the account and funds used, and not acting as a proxy. Third-party registration/acceptance is prohibited.
3. The following individuals are not allowed to place bets:
 - individuals who are under 18 years of age at the time of placing a bet, or such other minimum legal age as may be required by Curacao law and the applicable laws of the Customer's jurisdiction. In all cases, the minimum age shall not be lower than 18 years;
 - individuals who directly participate in the events being betted on (e.g. sportspeople, coaches, referees, club owners or club management, or other individuals who can influence the outcome of the event), as well as any individuals acting on their behalf or affiliating with them;
 - individuals representing other bookmakers;

- individuals who have problems with gambling addiction;
- individuals who are prohibited from entering into a contract with a bookmaker subject to the effective legislation.

4. The right to access and/or use the Website (including any or all of the products offered through the Website) may be considered illegal in certain countries (including, for example, the USA, the United Kingdom, Cyprus, the Netherlands, etc.). We do not intend for our Website to be used for sports betting, gambling or other purposes by people who reside in countries or jurisdictions in which such types of activity are illegal.

5. The list of explicitly forbidden territories is: Australia, Curacao, France, Netherlands, Spain, the U.S.A or the U.S.A dependencies, the United Kingdom, Aruba, Bonaire, Saba.

6. The fact that our Website is available in such a country and/or jurisdiction or that it can be displayed in the official language of any of those countries cannot be considered official authorization or legal grounds for using our Website and depositing funds into your account or withdrawing your winnings. The availability of the Website does not mean that it contains any proposals, incitement or invitation to use or subscribe to betting, gambling or any of the other services in any jurisdiction where such activity is illegal.

7. You are responsible for determining whether your access and/or use of the Website is compliant with applicable laws in your jurisdiction and you warrant to us that gambling is legal in the territory where you reside. When opening an account and/or using our Website you must make sure that your actions are legal in the territory in which you reside. You confirm that you understand and accept your responsibility to comply with applicable local laws and regulations and warrant that you have sought legal advice if necessary. If we become aware that you are a resident in a country where the use of our Website is considered illegal, we will have the right to close your account and refund any remaining balance on your account at the moment of its closure (after the deduction of any winnings credited after your most recent deposit was made).

8. The Company shall be entitled to refuse bets from customers who fail to abide by these Terms of Service. The Company reserves the right to refuse to accept a bet of any type from any customer should they violate social standards of conduct and public order.

9. The Company reserves the right to refuse to accept a bet from any individual without giving a reason. All bets shall be settled based on the data provided by the processing center.

10. Winnings shall be paid to the bettor within 30 (thirty) calendar days from the date of official publication of the results of the latest event on the bet slip.

11. A bet placed by the Customer shall be deemed won if all outcomes specified in such bet have been predicted correctly.

12. Betting terms (odds, handicaps, totals, maximum stake limits, etc.) may be subject to variation after a bet has been made, but this does not affect the terms at the time the bet was placed. Before entering into an arrangement, the Customer shall check all changes in the current pre-match markets.

13. In the case of technical failures and unfinished streams, etc. bets on Esports Live will be refunded only if the event in question does not occur or bets on the event are not settled by the bookmaker.

14. If an employee makes an error while accepting a bet (obvious misprints on the list of events, inconsistency of odds between offered betting markets and the bet, etc.), or a bet is accepted in violation of these Rules, or if there are any other indications that the bet is wrong, the Company reserves the right to declare such bets void. Returns on such bets shall be paid at odds of 1.

15. In the event of obviously erroneous odds, such bet shall be settled based on the final result at the effective odds applicable to the certain market.

16. In the event of suspicions in the unsportsmanlike format of matches the company reserves the right to block bets on sport event before final conclusion of an international organization and declare bets as invalid if the fact of an unsportsmanlike game is determined. Payment of these

bets is made with odds "1". The administration is not obliged to present evidence and conclusions to the customers.

17. The Company is committed to ensuring fair play in sport and is fully aware that the manipulation of sporting events (as well as other events) is linked to committing criminal acts (organized match fixing, corruption etc.) including organized criminal activities, as well as transnational and cross-border organized crime. Consequently, the Company fully complies with the goals and main objectives of the "Council of Europe Convention on the Manipulation of Sports Competitions" (CETS No.215), as well as relevant legislative requirements. The Company is entitled to void bets if there is any suspicion or confirmation of foul play (match fixing), bets being placed using another Customer's account, the use of a Customer's account by a third party or any unusual betting activity (i.e. any differences in the type, size, volume and manner of bets placed). The term "foul play" refers to the favorite intentionally losing a match or match fixing as defined by the rules of a competition for financial, competitive or other reasons, as well as any other violation of the rules of the relevant sport.

18. Should these Terms of Service be amended, customers shall be notified accordingly. Bets accepted after the specified date shall be subject to the amended Terms of Conditions. Earlier bets shall remain unchanged.

19. No connection failure while receiving confirmation of a bet shall entail the cancellation of such bet.

20. During registration, players must actively confirm their acceptance of these Terms of Service by ticking the designated checkbox before completing registration. Placing a bet thereafter acts as ongoing confirmation that the Customer agrees to and accepts these Terms of Service.

21. Bets shall be settled and winnings shall be determined based only on the results declared by the Company. Any complaints about the results, date, and actual starting time of the event shall be considered together with official documents from the relevant sports federations.

22. No complaint in connection with or arising from transliteration (or translation) of a team name, player's surname, or sports venue will be considered by the Company. A tournament title is given for convenience only. No mistake in a tournament title shall result in a stake refund.

23. In no event shall the Company be held liable to the Customer for any indirect, collateral, or incidental losses or damages (including loss of profit), even though they may have been notified that such losses or damages are likely to occur.

24. The Company reserves the right to update these Terms of Service and add new provisions at any time. Customers will be notified of any changes, including the affected provisions, the effective date, and a direct link to the updated Terms of Service. Material changes to these Terms of Service will require active re-acceptance by the Customer before they can continue to use the Services. Administrative or non-impactful updates may be communicated by way of passive notice. Where a Customer does not accept the amended Terms of Service, they may close their account and withdraw any remaining balance.

25. The Company customers are informed about the odds of winning and of the potential consequences and risks of losing. Your withdrawals and deposits can be accessed through the "My Account" section.

9. DISPUTE RESOLUTION

The Operator handles player complaints and disputes in accordance with Article 5.3 of the National Ordinance on Games of Chance. Complaints may be submitted free of charge and are handled fairly, transparently, and within the statutory time limits set out below.

9.1. Filing a Complaint

- A player may file a complaint with the Operator, free of charge, within six (6) months after the incident relating to the player's playing of a Game of Chance occurred.
- Complaints are submitted using the Operator's complaint template, which conforms to the guidelines of the Curaçao Gaming Authority (CGA) and which requires: the complainant's

name, address, and place of residence; the date; one of the official languages (English, Dutch, or Papiamentu); and a description of the behavior complained about.

9.2. Acknowledgment and Handling

- Within one (1) week after receiving a complaint, the Operator sends the complainant a written acknowledgment of receipt, together with an explanation of the way the complaint will be handled.
- Within four (4) weeks after receiving the complaint, the Operator notifies the complainant either (a) of the decision not to process the complaint, stating the reason, or (b) of the final ruling on the complaint, including supporting particulars, recorded in writing.
- This four-week period may be extended once, in writing, by a further four (4) weeks.

9.3. Alternative Dispute Resolution (ADR)

- The Operator offers its players, at any time, the opportunity to use alternative dispute resolution. The ADR is provided by a CGA-approved body and is offered at the expense of the Operator.
- Without prejudice to the ADR mechanism, the gaming agreement is subject to Curaçao law and any disputes relating to it may be brought before the courts of Curaçao (Article 5.5).

9.4. Records

- The Operator records all complaints, the steps taken, and their outcomes, and retains these records so that they can be made available to the CGA on request. Complaint statistics form part of the periodic reporting to the CGA (Article 5.10).

The CGA-approved alternative dispute resolution (ADR) body engaged by the Operator is:

Curaçao Alternative Dispute Resolution Entity (CADRE, operated by CADRE B.V.) — independent iGaming dispute-resolution provider.

Website: <https://cadre.online/>

Contact: <https://cadre.online/contact/>

A player who is not satisfied with the outcome of the Operator's internal complaints procedure may refer the dispute to CADRE, free of charge to the player.

10. STORAGE OF DIGITAL RECORDS FOR CRITICAL OPERATIONAL DATA

The Operator maintains secure, long-term digital records of player activity, financial transactions, and account details in accordance with applicable regulatory obligations.

10.1. Data Format and Content

Transaction records are periodically exported from the Operator's platform and stored in a structured digital file format (.csv or .xlsx), in line with the requirements established by the Curaçao Gaming Authority (CGA).

Each entry shall include the following mandatory fields: player Account ID; player Account Country; transaction ID; date of transaction; currency used; transaction amount; payment method. These files are retained for a minimum period of five (5) years.

10.2. Storage Infrastructure and Access

All digital records are hosted on encrypted servers housed within a Tier IV-certified data center located in Curaçao. Access to this environment is protected by secure authentication measures (e.g., username and password or equivalent access controls).

The CGA is to be granted access to these servers at all times via provision of administrative credentials or through a secure, pre-authorized access method.

In line with Article 4(1) of Regulation (EU) 2016/679 (General Data Protection Regulation), the stored transaction records are considered personal data and shall be handled accordingly by

both the Operator's staff and any contracted hosting provider. This includes ensuring proper data confidentiality, integrity, and protection throughout the data lifecycle.

11. PERMANENT EDUCATION, MANUAL MAINTENANCE, AND REGULATORY REPORTING

This section describes how the Operator maintains and updates this Operational Manual, trains its staff, and reports to the Curaçao Gaming Authority (CGA), in accordance with Articles 5.9, 5.10, and 5.11 of the National Ordinance on Games of Chance.

11.1. Permanent Staff Education (Article 5.9, fourth paragraph)

The Operator provides permanent education, on an annual basis, to persons working in the field of Games of Chance with the Operator. The education is tailored to the role concerned and is representative of the level of knowledge and experience expected in that role. It covers, among other topics:

- mental well-being;
- anti-bribery;
- crime prevention;
- responsible gaming;
- anti-money laundering (AML) and countering the financing of terrorism;
- communication with players; and
- responsible advertising.

Attendance and completion records are maintained and made available to the CGA on request.

11.2. Maintenance and Inspection of the Operational Manual (Article 5.9, paragraphs 2 and 3)

- The Operator maintains this Operational Manual at all times and keeps it current. Where the CGA has approved one or more templates for the operational manual, the Operator uses those templates.
- Upon a first request by the CGA, the Operator allows the Operational Manual to be inspected within five (5) working days.

11.3. Reporting to the CGA (Article 5.10)

- Amendment reports: the Operator reports any changes made to this Operational Manual, accompanied by a new version of the Manual. Amendment reports are submitted to the CGA twice a year, not later than 15 June and 15 January.
- Incident reports: the Operator reports security breaches, equipment or software failures, gaming-related fraud or other criminal behavior, and any other events that may seriously threaten or undermine the responsible, reliable, and verifiable organization of the Games of Chance — in each case within twenty-four (24) hours of the incident, together with the measures taken in response.
- Gambler transaction reports and complaint reports: the Operator reports gambler transactions and complaints, and any further information the CGA considers necessary for overseeing compliance, using the templates and reporting channels designated by the CGA.

11.4. Record-Keeping and Financial Statements (Article 5.11)

- The Operator keeps records on the Games of Chance offered in a manner that clearly shows, at all times, the rights and obligations of the Operator and the rights of the player, and enables the Operator to meet CGA data requests within a reasonable period.
- The Operator submits its annual financial statements to the CGA by 30 June of the following calendar year, and provides interim financial reports where the CGA considers this necessary.

The role accountable for this Operational Manual and the related obligations under Articles 5.9, 5.10, and 5.11 is the **Compliance Officer, Abdulrasaq Folorunsho** (email: folorunshoabdulrasaq80@gmail.com). The Compliance Officer is responsible for:

- the annual permanent-education program for staff working in the field of Games of Chance, including the maintenance of attendance and completion records (Article 5.9, fourth paragraph);
- version control of this Operational Manual, ensuring it is kept current at all times and that each amendment is recorded with a version number and effective date (Article 5.9, paragraphs 2 and 3); and
- each reporting obligation to the CGA — amendment reports, incident reports, gambler-transaction and complaint reports, and the annual financial statements — together with any further information the CGA may require (Articles 5.10 and 5.11).