Terms & Conditions

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1. General

1. This website, SpinAway, (the "Website") is operated by NGAME N.V. ("we", "us", "SpinAway", or "NGAME"), a company registered under the laws of Curaçao (registration number: 151672) whose registered office is at Abraham de Veerstraat 9, Willemstad, Curaçao.
2. SpinAway.com is operated by NGame N.V., Reg No. 151672 with registered address Abraham de Veerstraat 9, Willemstad, Curacao. Established under the laws of Curacao and licensed to conduct online gaming operations under license no. 365/JAZ Sub-License GLH-0CCHKTW077232020.
3. These terms and conditions (the "Terms and Conditions") govern access to, and use of, the Website, and constitute a legally binding contract between NGAME and you as the registering player ("you" or "User"). By accessing and using the Website, you agree to be bound by these Terms and Conditions. These Terms and Conditions apply to all gaming with us via any device.
4. These Terms and Conditions are available in a number of languages for information purposes and ease of access. From a legal perspective, the English language version of these Terms and Conditions will prevail over any other language version made available.
5. These Terms and Conditions are subcategorised for ease of reference and transparency. It is important that you review these Terms and Conditions carefully. If you do not agree to be bound by these Terms and Conditions, please do not use the Website.
6. NGAME may modify these T&C. You will receive notification of significant changes to the T&C. However, please visit the Terms and Conditions regularly to check if there has been any changes.

2. Your gaming account and registration

1. To open an account on the Website, the User must register personally. You must be of legal age (18 years of age or older if required in the jurisdiction where you live) to open and make use of an account with us. You must also be of mental capacity to take responsibility for your own actions and to enter into an enforceable contract with us. If we have reasonable grounds to believe that any account is being operated by anyone under the age of 18, the account will immediately be closed and all funds deposited will be returned (less any winnings already paid out).
2. It is your responsibility to determine the legal status of internet gambling in your jurisdiction and act accordingly. The availability of the Website in any particular jurisdiction does not constitute an offer or invitation by NGAME to use the services offered by the Website. You must not mask, disguise, anonymise or hide your IP (i.e. by using a VPN) while accessing the Website. NGAME accepts no liability whatsoever with respect to actions by players where internet gambling is illegal and/or which is in violation of this clause of the Terms and Conditions. The right to access and/or use the website (including any or all of the products offered via the website) may be illegal in certain countries. Players residing in Curaçao, the Netherlands, US, sanctioned countries and FATF blacklisted countries are prohibited from registering an account. You are solely responsible for determining whether your accessing and/or use of the website is compliant with applicable laws in your jurisdiction and you warrant to us that gambling is not illegal in the territory where you reside. Any claim against the Company brought by you for any reason whatsoever in regard to the above mentioned will be considered void and shall not be accepted. The Casino cannot guarantee successful processing of withdrawals or refunds in the event that player breaches this policy.
3. You must submit your correct personal information during registration, including your full name, home address, date of birth, e-mail address, telephone number. It is your sole responsibility to ensure that the information you provide is true, complete and correct, and is kept up-to-date.
4. By accepting these Terms and Conditions, you agree that we are entitled to carry out any identity, credit or other verification checks that we may reasonably require and/or are required of us under applicable laws and regulations or by regulatory authorities. We may supply the information you give us to authorised credit reference agencies, identity verification services and/or fraud prevention agencies to confirm your identity. Such information will be processed in accordance with our Privacy Policy.
5. You agree to provide us with any information we request to assist with our verification checks, and we reserve the right to request documents to verify the following: (i) your identity, such as a valid photographic ID (e.g. a copy of your National Identity Card, Passport or Driving Licence); (ii) your residential address (e.g. copies of bank statements and/or utility bills dated within the last three months); and (iii) proof of ownership/authorisation to use a certain payment method (e.g. a screenshot of the account (i.e. Neteller) that corresponds to the payment method). We may request that you provide any of these documents certified to attest their credibility. We may also use additional verification tools available to us in order to verify the authenticity of any documents you provide. Furthermore, if we have reasonable grounds to believe that any documents provided by you are not genuine or are inaccurate, we reserve the right to refuse such documents. NGAME reserves the right to restrict any account until the relevant verification checks have been carried out to our reasonable satisfaction, and to the standard required of us under applicable laws and regulations. NGAME further reserves the right to close your account and return any remaining balance if verification checks have not been carried out to our reasonable satisfaction within thirty (30) calendar days from our first request for documents.
6. We will comply with applicable data protection laws in respect of the personal information you supply to us, and we will only use your personal information in accordance with our Privacy Policy.
7. NGAME may, at its own discretion, refuse to open an account for any individual. The company reserves the right to close a player account, but contractual obligations already made will be honoured.

3. Currencies

1. NGAME accept payments made in the following currencies: EUR, CAD, INR, NZD, USD, NOK, KRW, YEN, THB, ZAR.

4. Use of your account

1. You agree to abide by these Terms and Conditions at all times and, in particular, not to:
   - use the Website other than for your own personal use, and not to act in the interests of any third party;
   - utilise monies obtained from criminal or fraudulent activities;
   - credit accounts with any payment method you are not authorised to use, which includes the use of corporate cards or business accounts;
   - try to hack the Website or to alter its code in any way;
   - adopt any criminal behaviour against NGAME, its affiliates, and its other users; and/or
2. You may only hold one account with the Website. Users holding two or more accounts for any reason should inform us without delay. If we identify any User with more than one account, we will close any duplicate account(s) and return any withdrawable funds. If we have grounds to believe that one or more account(s) have been opened with the intention to mislead or defraud NGAME, we may cancel any pending transaction(s) related to such conduct and close any or all of the account(s).
3. User must keep their login details and password secret at all times. We will not be held liable for unauthorised access to your account if you do not safeguard this information. We are entitled to assume that all play on your account is from you.
4. You are not permitted to transfer, sell and/or acquire accounts to / from other Users. If we have reasonable grounds to believe such activity has occurred, we reserve the right to suspend and/or close the account in question.
5. If no transaction has been recorded on your account for twelve (12) consecutive months, your account will be deemed 'inactive'.
6. NGAME shall, no less than thirty (30) days before the player's account is due to become inactive, contact you via email to inform you that your account is about to become inactive. If your account becomes 'inactive' and NGAME is unable to contact you after making reasonable attempts to do so, we will charge a monthly five Euro (€5) administrative fee to your account. This fee will not be charged to an account which is deemed to be inactive following a self-exclusion request by the player. Once the self-exclusion period lapses, the inactivity fees may be charged if the player remains inactive after the lapse of the self-exclusion period.
7. NGAME will have no obligation to return fees deducted in this way as they are no longer considered to be customer funds once they have been deducted. Fees on inactive accounts can bring your account balance to zero. The company reserves the right to use the inactivity fees to fund responsible gambling endeavours. Administrative fees shall only be refundable on presentation of proof of a health impediment during such inactive period.
8. Players funds are held on a segregated account and are not mixed with the corporate funds.

5. Deposits and withdrawals

1. SpinAway have many alternatives for deposits and withdrawals. Please contact support@spinaway.com to learn more about them or go to the wallet to see the different ones.
2. Please note that the minimum amount of deposit is 20$/€ or the equivalent amount in any other of our other supported currencies. The maximum amount of deposit depends on the payment method you decide to use.
3. In order to adhere to applicable laws and our regulatory requirements, you must only use debit or credit cards and other payment methods that are valid and that lawfully belong to you. In the event that we identify, or have reasonable grounds to believe, that a payment method does not belong to you, we will void any winnings arising from the relevant deposit(s) and we reserve the right to close your account, also SpinAway is not responsible for the lost funds deposited from third party accounts.
4. The minimal amount for withdrawal is 20$/€ or the equivalent amount in any other of our other supported currencies. The maximum amount for withdrawal depends on the payment method you decide to use. If the requested amount of withdrawal exceeds the limit of a particular payment system, the amount will be withdrawn in instalments. Your withdrawals will be processed as soon as possible, however, please keep in mind that some payment options take up to 5 banking days to process the withdrawal request.
5. In order to withdraw any amount of money from a player account, the full amount of the deposit must be wagered at least once.
6. NGAME reserves the right to check the player's identity prior to processing the withdrawal and hold the amount until the player is fully verified. The player will be informed via email. The maximum withdrawal amount for any player, self excluded, inactive or active is 4,000 €/$ or currency equivalent daily, 16,000 €/$ or currency equivalent per week and 50,000 €/$ or currency equivalent per month, unless otherwise specified in the bonus Terms and Conditions, where exceptions can be made to players with a higher VIP status. All progressive jackpots wins will be paid in full.

6. Complaints and Dispute Resolution

1. If you have any complaint, you can email customer support on support@spinaway.com.
2. Our customer support team will attempt to handle a complaint as soon as is reasonably possible. If the support team cannot resolve the complaint, they will escalate it to management for solution. If you do not agree with the decision made by our Customer Services team, you can escalate this to any independent body you can find on the website as a link in the footer.

7. Limitations of Liability

1. NGAME is not responsible for any of the player's loss or damage arising from the use of the website.

2. We, our directors, employees, partners, service providers:
    1. do not promise that the Website or the games are fit for their purpose;
    2. do not promise that the Website or the games are free from errors; and
    3. do not promise that the Website or the games will be accessible without interruptions.
3. NGAME reserves the right to make the Website and/or certain games temporarily unavailable at its own discretion and without giving prior notice to Users. NGAME will not be liable for any loss that User may incur as a result of such unavailability. NGAME will aim to restore the service as soon as reasonably possible.

8. Technical Errors

1. SpinAway will at all times make every effort to provide a service of satisfactory quality, fitness for purpose and completeness. If for any reason a User becomes dissatisfied with any of the services provided by NGAME, the User may contact SpinAway immediately and notify us of the issue.
2. SpinAway cannot guarantee that the service will never suffer from faults; however we commit ourselves in rectifying the problem as soon as it has been reported or as soon as we possibly can. If you experience a fault in the service provided, please report it to us immediately.
3. In the event of a system malfunctions or errors, SpinAway shall have the right to void all wagers and return the original stake to you. SpinAway does not accept any liability for any failures or issues that arise due to your equipment, internet connection or internet.

9. Wagering Requirements

1. If you are eligible to claim a bonus, this bonus will carry wagering requirements which will need to be completed before your bonus balance will transfer to cash and you can then request a withdrawal.
2. Unless otherwise stated in specific bonus T&C's, all bonuses have a minimum wagering requirement of at least 40x on slots. This means that the bonus must be staked at least 40 times on eligible games before any bonus is converted into cash.
3. In the Cashier you can see how much and what percentage you have currently wagered through your bonus. You can also see how much and what percentage you have left to wager before your bonus funds convert into cash.
4. When claiming a bonus, any available cash balance in your account will be used to wager first. Bonus funds are used once your cash balance reaches zero or is insufficient to meet the full stake.
5. All winnings from free spins will transfer into bonus balance on completion. Free spins bonus balance winnings carry 40x wagering requirement on slots, unless stated in specific promotion terms and conditions, before bonus funds will convert to cash and withdrawal request can be made.
6. Not all games contribute 100% towards wagering requirements. Different types of games contribute different %'s towards wagering requirements. These are listed in Bonus Terms and Conditions.

10. Bonus Terms & Conditions

1. Bonus Terms and Conditions apply to all SpinAway promotions and also form part of the SpinAway's General Terms and Conditions. Individual promotions will also have specific terms that apply specifically to the stated promotion.
2. When you have a bonus in your account this will begin to be used once your cash balance reaches zero or is insufficient to meet the full stake. If you make a cash balance withdrawal before you have completed the wagering requirement of your bonus, the remaining bonus amount will be forfeited.
3. The maximum wager when a Bonus is pending, or actively being turned over is 5€/$ or currency equivalent. This includes Bonus Buy features, where the total cost of the purchase is applicable. You may lose your Winnings if you do not follow this rule.
4. A Bonus is only valid once per account/household/IP address. Unless stated otherwise in individual promotion terms and conditions you must deposit at least €/$ 20 or equivalent in local currency.
5. Bonus funds will expire 30 days after being awarded to you, unless stated otherwise in individual promotion terms and conditions.
6. Free spins are specific to the stated game and cannot be transferred. Free spins will be forfeited after 7 days if they are unclaimed, unless stated otherwise in individual promotion terms and conditions.
7. Free spins that are offered as reward for a deposit will be credited after a player has wagered a minimum of €/$ 20 or currency equivalent on slots, unless stated in individual promotion terms and conditions. Free spins that do not require a deposit are only available if you have made a deposit at least once.
8. You must not participate in any activity which is intended to take unfair advantage of a bonus or promotion. SpinAway reserves the right to withdraw the availability of bonuses or promotions, remove any winnings funded by the bonus at any time and at SpinAway's sole and absolute discretion.
9. If we, SpinAway, have reason to believe that a bonus is being claimed by or for the benefit of the same person more than once or by a group of people acting together then it will withdraw the availability of any to that customer or group of customers and/or void any winnings from the bonuses.
10. Welcome Offers are not available to players located in Finland.
11. Delaying the playing of a game round until after the wagering requirement for an active bonus has been met, until new funds have been deposited or until an active bonus has been forfeited, is considered a manipulation of bonus functionality and is a prohibited practice.

11. Excluded Games from Bonus Play

1. The The games listed in the Bonus Terms and Conditions are excluded from Bonus Play. This list may be changed from time to time and it is the player's responsibility to look for changes in the Terms and Conditions on a regular basis.

12. Anti-Fraud and Anti Money Laundering

1. SpinAway has a strict anti-fraud and anti-money laundering policy. SpinAway will take action if a customer is suspected of fraudulent or money laundering actions including but not limited to:
    1. Participating in any type of collusion with other customers,
    2. Development of strategies aimed at unfaithful winnings,
    3. Fraudulent actions against other online casinos or payment providers,
    4. Charge back procedures with a credit card or denial of some payments made,
    5. Other types of cheating,
    6. Is known to have gone bankrupt in the country of their residence,
    7. Providing incorrect information about personal data during registration
2. SpinAway reserves the right to terminate the customer's account and suspend all payouts to the player. This decision is at sole discretion of SpinAway and the player will be contacted via phone or email. SpinAway also reserves the right to inform the regulatory bodies of such fraudulent actions performed by the player.
3. The administration of SpinAway reserves the right to call its customers if regarded as a necessary part of verification. The account will not be verified and any winnings will not be processed until the conversation has taken place. In the situation that the phone number provided by the customer on their account is invalid, SpinAway reserves the right to terminate the account and confiscate any winnings. If the customer does not get through the verification procedure within two weeks, the account will be permanently closed and any winnings will be permanently confiscated. Such actions will help to reduce fraudulent actions. In situations where one individual has duplicate accounts with bonuses, same Identification documents, used multiple accounts from the same device, SpinAway reserves the right to terminate all accounts and withhold any winnings. If a customer claims registration free spins and their country differs from IP address, the SpinAway administration reserves the right to terminate such accounts and withhold any winnings. If a customer or group of customers are suspected to have taken casino offers for the purposes of abusing a promotion, SpinAway reserves the right to void the bonus and any associated winnings.
4. Abuse of a promotion means:
    1. Max staking on high variance games in order to increase balance,
    2. hit and switching to low variance game,
    3. Customer bonus ratio (deposits / bonuses) is more than 50%,
    4. Staking more than max single stake with a bonus.
    5. Any other actions which may aim to take advantage of a promotion.
5. SpinAway has zero tolerance to advantage play. Any player who will try to gain advantage of welcome package or other promotions agrees that SpinAway reserves the right to void bonuses and any winnings from such bonuses, for the reasons of:
    1. Use of stolen cards;
    2. Chargebacks;
    3. Creating more than one account in order to get advantage from casino promotions;
    4. Providing incorrect registration data;
    5. Any other actions which may damage the Casino.
6. SpinAway reserves the right to close customer's account and to refund to you the amount on your account balance, subject to deduction of relevant withdrawal charges, at SpinAway's discretion, not to be exercised unreasonably. The Casino reserves the right to retain payments, if suspicion or evidence exists of manipulation of the casino system. Criminal charges will be brought against any customer or any other person(s) who has/have manipulated the casino system or attempted to do so. SpinAway reserves the right to terminate and/or, change any games or events being offered on the website.
7. Should SpinAway customers become aware of any possible errors or incompleteness in the software, customers agree to refrain from taking advantage of them. Moreover, customers agree to report to SpinAway any error or incompleteness immediately. Should you fail to fulfil such obligations, SpinAway has a right to full compensation for all costs related to the error or incompleteness, including any costs incurred in association with the respective error/incompleteness and the failed notification. Please note that if you requested a withdrawal, but the sum of bets made since last deposit is less than 1x times the size of that deposit, SpinAway reserves the right to charge you the costs of transaction processing for deposit and withdrawals. This decision is at sole discretion of SpinAway.

13. Specific Rules for Games

1. The game rules are displayed within each individual games and by accepting the terms and conditions the player accepts the game rules. It is at player's discretion to know the payout percentage of each game. Certain games may be unavailable in certain jurisdictions, as required by policies of game providers, which may change from time to time.

14. Other

1. We shall not be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of our obligations under these Terms and Conditions where any such delay or failures results from major incidents, events or causes beyond our reasonable control. This includes any strike, political crisis, war, natural catastrophe and saturation of the telecommunication networks.
2. All intellectual property rights ("IP Rights") in the Website belong exclusively to NGAME or a third party software provider company. Your use of the Website does not give you ownership of any intellectual property rights on the Website or in the software. IP Rights includes any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, database rights,

applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.

3. If any provision of these Terms and Conditions is held by any competent authority to be invalid, illegal, void, unreasonable or unenforceable, that provision shall be severed from these Terms and Conditions and all other provisions including the remainder of the provision in question (if applicable) shall remain in full force and unaffected by such severance.
4. These Terms and Conditions apply to you individually and you shall not assign, sub-license or otherwise transfer any of your rights or obligations under these Terms and Conditions
5. These Terms and Conditions, including any additional terms or rules expressly referred to in them, constitute the entire agreement between you and us with respect to the Website and, save in the case of fraud, supersede all prior or contemporaneous agreement, understanding or arrangement between you and us, whether electronic, oral or written, between you and us with respect to the Website.

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