

TERMS & CONDITIONS

IMPORTANT NOTICE

SureWinner.tv takes measures to ensure that we, and you the member, comply with all applicable laws in your country and in Costa Rica and Canada. It is important that you review the following additions to our Terms and Conditions.

In participating with SureWinner.tv you accept and agree to our Terms and Conditions as outlined below.

This site provides information on sports Picks. You cannot gamble on this site, the information provided to you is for information only, what you choose to do with it is your responsibility. You are personally responsible for all charges incurred on this site. The information provided is as accurate as possible. Your credit card will be authorized for all of the picks you have selected. Once, the pick has been confirmed, your card will be charged, ONLY if you WIN!

SureWinner.tv will continue to update this list as necessary. This list was last updated January 2008. Please note this list does not contain all the territories where analytical information is prohibited. SureWinner.tv will not claim responsibility if you live in a prohibited territory not listed in these Terms and Conditions.

TERMS AND CONDITIONS

By accessing the SureWinner.tv website and by registering through our site to participate in any of the interactive online Picks (collectively the 'Picks'), you agree to be bound by these terms and conditions (the 'Terms'). Please read them carefully and make sure that you only access the Picks if you fully understand the contents and agree to be bound by them.

You must comply at all times with the laws in force in the country or jurisdiction where you are located and/or resident. To participate in any Picks, irrespective of where you are playing, you must be at least 18 years old to play for real. You must not live in another country where Internet pick(s) prohibited. We refer you to clauses 2.3 and 2.9 for further information. You will be expected to review the Terms each time you access SureWinner.tv as we reserve the right to change the Terms from time to time. Each change will become effective, and you will be deemed to have accepted such change, immediately upon such posting.

Section 1: General

1.1 In these Terms, any reference to 'we', 'us' and/or "SureWinner.tv" means a reference to SureWinner.tv.

1.2 The Terms govern the relationship between you and us and the terms upon which you place pick () using our service.

1.3 You must register with us in accordance with clause 2 in order to use our service and to play any of the Picks. As part of the Terms, you must abide by the rules for each of the Picks.

1.4 The Terms shall be governed by and construed in accordance with the laws and regulations of Costa Rica & Canada and you submit to the jurisdiction of the Courts of Costa Rica & Canada.

1.5 You may place pick () within our site, or via telephone.

Section 2: Registration

2.1 You must choose a unique username and password for the use of your account (see clause 5) to enable you to play the Picks once you have registered. These must be kept secret and confidential by you. We will treat as valid all pick(s) s placed using your username and password and consider them to have been made by you.

2.2 You agree to be solely responsible for all use of our site or playing of the Picks through use of your username and password. You agree to indemnify SureWinner.tv and keep SureWinner.tv fully indemnified for any and all loss, liability, damage, costs, claims and expenses resulting from such use and/or playing, excluding loss, damage or claims resulting from our liability under clause 8.1.

2.3 In order to register with our site or to participate in any Picks in any way you must be not less than 18 years old and have completed our registration form providing details of your identity and place of residence. We reserve the right, at our own discretion, to conduct checks against your registered details to ensure that this is the case, and we shall be entitled to demand further evidence as to your age at any time in the future and to suspend and/or terminate your registration if we believe that you are not at least 18 years old. SureWinner.tv reserves the right to take any and all actions necessary to exclude persons who are not 18 years old from accessing any site operated by SureWinner.tv. Persons under the age of 18 years will not be entitled to collect any winnings. Any person under the age of 18 who accesses SureWinner.tv is committing a fraud and may be subject to criminal sanctions. If you WIN, the credit card information you provide will be charged accordingly.

2.4 If you are one of our employees or an employee of our parent company or one of our licensees, software suppliers and developers, affiliated or subsidiary companies, you are not permitted to register with us or to participate in any of the Picks. Any person found to have violated this section will not be entitled to collect any winnings.

2.5 We reserve the right to refuse to register you or to suspend and/or terminate your registration or account at any time at our absolute discretion and shall not be obliged to provide you with any reasons for so doing. In addition, we reserve the right to refund or withhold any balance on an account at our absolute discretion if suspicion or evidence of manipulation of our financial system or of your or another customer's account arises or if we have reasonable grounds for believing that you are using our service contrary to the purpose for which it was intended or for committing any offence.

2.6 In particular, but without prejudice to the generality of clause 2.5, we reserve the right to suspend and/or terminate your registration or account in the event that you cause to be published on, and/or sent via, our site or by playing on any of the Picks any actual or potentially defamatory, offensive or obscene language or material. This clause 2.6 applies also to your choice of user name and to any breach by you of our privacy policy (please see section 7 below).

2.7 If your registration is terminated or suspended, we reserve the right to determine whether to declare as void any pick () placed by you subject to any review by the authorities in Costa Rica & Canada.

2.8 You must ensure that your personal details are kept accurate on our system. If you have moved or your personal information has changed, please contact customer service at you must update your personal details as necessary.

2.9 It is your responsibility to ensure that at all times you comply with all laws and regulations in any country or jurisdiction where you are located or reside and that you have complete and unrestricted legal right to use this service and play the Picks. In particular, if you are a Swedish resident, or live in another country where Internet picks(s) are prohibited; you must not register with us or attempt to participate in any of the Picks. Persons found to have violated this section will not be entitled to collect any winnings.

ANY PERSON WHO KNOWINGLY VIOLATES THIS SECTION IS COMMITTING FRAUD AND MAY BE SUBJECT TO CRIMINAL SANCTIONS.

Section 3: Copyright Regulations

3.1 All material on our site, including but not limited to images, pictures, graphics, photographs, animations, videos, music, audio, text, and the Software (as defined in clause 4.1) belongs to us and is protected by copyright law. Materials supplied by referral companies and partner websites are also covered by such law, although SureWinner.tv accepts no responsibility or liability for any material on those websites. You may not distribute exchange, modify, sell or transmit anything you copy from our site for any business, commercial or public purpose and such use is strictly forbidden. Unauthorized use of content is a violation of law.

3.2 Subject to our compliance with our data protection obligations under Section 7, by posting material on our site or by communicating with us or other Users by e-

mail or otherwise, you are deemed to give us a worldwide, royalty-free, assignable, sub-licensable, perpetual, irrevocable and non-exclusive license to use, reproduce, modify, adapt, frame, brand, co-brand, distribute and publish such material in any media form now known or later developed.

Section 4: License to Use

4.1 We grant you a personal, non-exclusive, royalty-free, non-assignable and non-transferable license to use the software for the Picks (the 'Software') strictly for participation only in the Picks in accordance with the Rules. You may use the Software on any computer at which you are the primary user and provided always that you comply with these Terms, in particular sections 2.3 and 2.9 above.

4.2 You may not sub-license, nor assign or transfer this license, nor rent or lease any portion of our site or of the Picks. You may not reverse engineer, decompile, disassemble, modify, translate or make any attempt to discover the source code of the Software or any material on our site or used for any of the Picks.

4.3 Commercial use of our site and any of the Picks is strictly forbidden. You are only allowed to place pick () on the Picks for your own personal entertainment.

4.4 You fully accept that all computer instructions and responses sent over the Internet to and from us and/or through use of the Software will be binding on you.

Section 5: Your Account

5.1 In order to place any pick(s) s on any of the Picks, you must open and maintain an account with us. We reserve the right to subcontract our obligations to provide you with such an account to third party electronic financial transaction service providers ('Electronic Service Providers'). You irrevocably authorize us to instruct such Electronic Service Providers to handle account withdrawals and or Charges and Credits from your account and you irrevocably agree that we may give such instructions on your behalf. Prior to appointing an Electronic Service Provider we shall notify you in writing and give you the opportunity to close your account if you do not wish to transact with it.

5.2 Only pick(s) placed from your Accounts set up through SureWinner.tv will be accepted for the Picks and any winnings you make on the Picks will be CHARGED to your Account. Even if you have opened an Account through another website, you will still need to open a separate one through SureWinner.tv for placing pick () on any of the Picks.

5.3 We reserve the right to withhold payment of any funds if we suspect or have evidence of manipulation of our financial system or of your or another customer's Account. We may also withhold payment if we have reasonable grounds for believing you are using our service for purposes other than that for which it was

intended or that you are committing any offence or if we determine that you have breached these Terms. Charges and proceedings may be brought against you or any other person who has manipulated, or tried to manipulate, our service, any of the Picks or your or any other customer's account(s) and we reserve the right to report you to the relevant regulatory authorities if we become aware or suspect that you are involved in any such activities.

5.4 You must comply with the Information Instructions whenever you deposit or withdraw amounts from your SureWinner.tv Account. The minimum CREDIT on any single occasion shall not be less than \$5.

5.5 If we become aware, or have reason to suspect that a transaction is suspicious and may involve money laundering or something similar to money laundering then we reserve the right to retain the amount of that transaction and any other transaction made by you and to report the transaction to the relevant regulatory authorities.

5.6 Your Account will not bear interest in your favor.

5.7 You must maintain your Account in order to place pick(s) in any of the Picks. We reserve the right to refuse or limit any pick(s) and in the event you are not allowed to place any pick(s), orders greater than the amount of credit in your Account (after taking into account all previous pick(s) orders).

5.8 You may instruct us to exclude you from participation in the Picks by calling Usage of the opt-out facility will result in your Account being blocked and SureWinner.tv will not accept pick(s) s from this account. Any account that is blocked through use of the opt-out facility cannot be reactivated for at least seven days.

5.9 Subject to clause 5.4 when you close your Account you will be entitled to the returnable funds in it subject to any bank charges applicable should you request expedited payment. Should your account remain dormant for a period of more than six months with a balance of less than \$1 we shall be entitled to close the account and retain such balance as a contribution towards our administration costs?

5.10 If, as part of a promotional campaign or competition, we credit an amount to your Account registered in your name, you can only use such amounts as pick(s) for playing in the Picks. we reserve the right to reclaim those amounts if you do not use them to play the Picks during the period specified in the promotion.

5.11 To maintain a high level of security to protect your funds, we will perform random security checks and keep records of transactions and pick(s) s. You accept that we may demand additional documentation to verify you as the account holder in the event of a security check.

5.12 If any of your personal account details or other financial information relevant to your Account is incorrect, you must inform us immediately, as failure to do so

may result in transactions being declined by your financial institution. We will not accept any liability or responsibility for transactions, which are declined as a result of incorrect details where you have failed to make us aware of any, changes/correct details. Should your credit card be lost or stolen, you are required to notify SureWinner.tv by immediately by calling **5.13** In order to make a withdrawal verification of identity is required in the form of an account number and password and a short online personal ID validation quiz.

5.14 'New user' means a person signing up for the first time. Their email address or home address must not already exist anywhere on our database. If a previous record of a user's details (even a partial record) exists on our database, we may deem that user ineligible for 'New user' promotions and any relevant additional credit.

5.15 ALL credit into accounts from premium rate telephone PINs must be played or pick(s) orders on our Picks before any attempt is made to 'cash out' or make a 'credit request'. Users crediting their accounts and then pick(s) Picks these users will have their accounts analyzed and we may, at our discretion, where we deem it necessary, pass on these details to the appropriate authorities for further investigation.

5.16 Unless otherwise stated, free picks, credits,, 'additional credit' or 'refund' promotions will only be valid where the user credits the requisite amount to qualify for the promotion by credit or debit card and NOT by any other means. NO CASH WILL BE ISSUED OR RETURNED, Credit Card Credit ONLY. **5.17** Refund policies: Once, and Order for Picks has been placed, it cannot be canceled, your transaction will only be charged, if you WIN. Please call at any time by contacting our customer service department through our 24/7 telephone support at as soon as you place and accept the pick(s). Confirmation that pick(s) pick(s) are final and cannot be reversed.

Section 6: Rules Governing All Picks

6.1 You agree that you are more than 18 years old and that you will at all time comply with all standards and/or laws in any country or jurisdiction where you are located and/or resident.

6.2 You fully accept and agree that random number generator software will determine the outcome of the Picks.

6.3 You agree not to interrupt or attempt to interrupt the operation of our site or of the normal playing of any of the Picks.

6.4 We reserve the right to refuse the whole or part of any pick(s) at our discretion.

6.5 Pick(s) s will be valid subject to these Terms if accepted by our gaming server.

6.6 You agree that SureWinner.tv and our records shall be the final authority in determining the terms of any pick(s) you place and the circumstances in which they were made.

6.7 You shall not allow any other person or third party, including without limitation any person under the age of 18 years, to use or re-use your account or your username and password, accept any prize or participate in any of the Picks in such a way that may breach the standards or laws in any community or jurisdiction where you are located and/or reside or such other person is located and/or reside. Any person found to have violated this section will not be entitled to collect any winnings and may be reported to the relevant authorities.

6.8 Any applicable taxes and fees in connection with any winnings awarded to you are your sole responsibility. Winnings cannot be transferred, substituted or redeemed for any other winnings. Credit to Charge Card only!

6.9 You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software. If you become aware that the Software contains any error, or is incomplete, you shall promptly notify SureWinner.tv by telephone at 1 upon becoming aware of such error or incompleteness. You undertake to refrain from taking any advantage whatsoever of that error or Incompleteness and we reserve the right to recover any such advantage that you do gain from such error or incompleteness, as well as all associated costs, damages and expenses in making such recovery.

Section 7: Data Protection and Privacy

7.1 SureWinner.tv understands the need to protect your privacy. All information that you provide to SureWinner.tv will be processed in accordance with standards of a level similar to those imposed by US Laws and the European Union on data protection.

7.2 By disclosing your personal information to SureWinner.tv you consent to the collection, storage and processing of your personal information for the purposes of processing any transactions undertaken by you, for internal administration and analysis. Your information shall only be disclosed to third parties for the purpose of completing your transactions with SureWinner.tv, providing services to you and for internal administration and obtaining professional advice.

7.3 The Internet is a global environment and so using the Internet to collect and process personal data unavoidably involves the transmission of data internationally. By registering with our service and communicating electronically with us you acknowledge and agree to our collecting and processing personal data in this way.

7.4 To provide you with a better service, SureWinner.tv will collect information about you when submitted and by analysis of your activity on our site, including by the use of cookies. You will be given the opportunity to request SureWinner.tv not to use this information, except insofar as such information relates to the use of

information collected in accordance with clause 7.2. If you do not so request, SureWinner.tv and our associated companies may use this information to inform you about changes to our site, new services and promotions that you may find interesting.

7.5 We reserve the right to access and disclose individually identifiable information to comply with all applicable laws and lawful government and/or regulatory requests (including requests from the statutory authorities in Gibraltar) to operate our systems properly or to protect SureWinner.tv and our other users.

7.6 We reserve the right to access and disclose individually identifiable information to verify the authenticity of the information supplied by you.

Section 8: Our Liability

8.1 Except in the case of manifest error or neglect on our part, SureWinner.tv accepts no responsibility and shall not be liable for any consequences that have occurred through your use, or misuse, of our service.

8.2 Subject always to clause 8.1, SureWinner.tv shall not be held liable or responsible for any consequences that occur through your use of our service where the circumstances that caused such consequences were beyond our reasonable control, including any loss or damage that has arisen through our site or our service or their content, including delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of our site or any error or omission in content.

8.3 Our service is provided without any express warranties or guarantees, unless specifically stated in these Terms, and to the extent permitted by law, without any implied warranties or guarantees.

8.4 SureWinner.tv accepts no responsibility and shall not be liable to you for the content of or use by you of any information or services offered by third parties advertising (including advertising by any referral companies) or otherwise posting information via our site (whether directly or via links to or from other sites or resources or through framing or other electronic mechanisms) nor can SureWinner.tv be said to endorse the contents of such advertisements or information.

Section 9: Overview

9.1 These Terms constitute the whole of the agreement between you and SureWinner.tv.

9.2 Nothing in these Terms shall exclude or limit liability for fraud or fraudulent misrepresentation.

9.3 If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be

severed from the remainder of these Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

Section 10: Other Conditions

10.1 Any player participating in the Picks of SureWinner.tv does so at their own discretion and risk. Materials of the game are automatically void if counterfeited, mutilated, forged, altered or tampered with in any way, if illegal, mechanically or electronically reproduced, obtained outside authorized legitimate channels or if they contain printing, production, typographical, mechanical, and electronic or any other errors. Errors due to the computer hardware or Internet connection are the sole responsibility of the end user, not SureWinner.tv. No refunds shall be given. Taxes, if any, on any winnings are the Users' sole responsibility. By accepting winnings, the player consents to use his/her name for advertising and promotional purposes without additional compensation except where prohibited by law. The player, by acceptance of winnings, acknowledges compliance with all rules herein. The company makes no representations or warranties, implicit or explicit, as to the legal right for the player to participate in the Picks nor shall any of SureWinner.tv's employees, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents or retailers have the authority to make any such representations or warranties. SureWinner.tv shall not be required to maintain user names or passwords and if player misplaces, forgets, loses, or is otherwise unable to enter SureWinner.tv because of anything other than SureWinner.tv error, if a player should give away, tell, share or lose their account number and password, SureWinner.tv will not be responsible and will not be held liable for any claims regarding that account. The terms and conditions contained herein may be modified and/or amended only by SureWinner.tv posting such modification and/or amendments in the Terms and Conditions section of the website. SureWinner.tv shall not be liable for computer malfunctions, failure of telecommunications service or Internet connections nor attempts by the player to participate in the game by methods, means or ways not intended by SureWinner.tv. SureWinner.tv reserves the right to cancel Users' account for any reason and issue any balance in Users account at the time of such cancellation. The Terms and Conditions contained herein represent the complete, final and exclusive agreement between the player and SureWinner.tv, and are subject to change without notice and become binding upon User logging in and using site the next time. By continuing to use the Service following a modification you will be deemed to accept such modification.

10.2 We cannot guarantee that the Service will never be faulty but we will correct reported faults as soon as we reasonably can. If a fault occurs you should report the fault by telephone at

10.3 We do not guarantee that files are free from computer viruses. It is the Users' responsibility to protect their systems and have in place the ability to reinstall any data or programs lost due to a virus.

10.4 We may temporarily suspend the whole or any part of the Service for any reason at our sole discretion. We may, but shall not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after temporary suspension. In accordance with paragraph 9 we shall not be liable to you for any loss that you may incur as a result of such suspension or delay.

10.5 You must tell us immediately if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Service or the Content and you will, at our request immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

Section 11. Variation of terms and conditions

We may modify the Contract at any time, such modifications becoming effective immediately upon either the modified Contract on the Service or notification to you. By continuing to use the Service following a modification you will be deemed to accept such modification.

Section 12: Matters beyond our reasonable control

If we cannot do what we have promised in the Contract because of something beyond our reasonable control, technical failure, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war (whether declared or not), or operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving our employees), we will not be liable for this.

This site is owned and operated by All financial transaction are processed through For transaction security we use SSL encryption.

All customer data will be treated confidential and will not be sold to others.

If you are totally dissatisfied with the service you have received, we will consider your case and refund your purchase so long as your reason is valid. At our discretion. To apply for a refund e-mail us on SureWinner.tv

It is recommended you may only participate in any gambling events if it is legal for you to do so according to the laws that apply in the jurisdiction from where you are connecting or calling. You must understand and accept that we are unable to provide you any legal advice or assurances.

After purchase you will receive an e-mail notification. We recommend the cardholder to print out all transaction data, the rules of the game, the cancellation regulations, and the payment methods in order to avoid misconceptions and discussions at a later time and keep them at an easily accessible place.

All customer queries will be answered within two working days.

All orders will be affected immediately.

Thank You for participating on the sureWinner.tv web site.