

# Sporttip

# **Rules of Play and Terms of Participation**

Valid from 29 January 2025

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# A. General provisions

# Art. 1 Organization

1.1 The operation of Sporttip is governed by the Federal Act on Gambling of 29 September 2017, the Implementing Ordinance of 7 November 2018 to this Act, and the corresponding intercantonal and cantonal decrees.

1.2 Swisslos, a cooperative domiciled in Basel, organizes Sporttip in the territory of the German-speaking cantons of Switzerland<sup>1</sup>, Ticino and the Principality of Liechtenstein (collectively the "Swisslos Contract Territory") in accordance with these Rules of Play and Terms of Participation.

1.3 As defined in these Rules of Play and Terms of Participation, Sporttip is played via the online system (including the Internet Gaming Platform) made available by Swisslos. Subject to the necessary licences, Swisslos reserves the right to offer other options for participating in Sporttip.

1.4 These Rules of Play and Terms of Participation as well as the additional sportspecific rules listed in the Appendix, which take precedence over these Rules of Play and Terms of Participation, supplement the Terms for Participation via Points of Sale and the Terms for Online Participation.

# B. Nature of Sporttip

# Art. 2 Nature

2.1 Sporttip comprises a continuous offering of opportunities to bet on the occurrence of scenarios defined in a certain way in sporting events (hereinafter "betting events"). Any win depends on whether the player's prediction was correct.

2.2 Odds for various possible predictions are communicated when the betting offer is published. In the event that the prediction was correct, the prize amount is determined by multiplying them with the stake wagered.

2.3 In pre-match bets, bets are placed before the start of the betting event(s) whose course or outcome is being betted on.

2.4 Live bets involve betting on the course or outcome of betting events which have already started.

Art. 3 Forms of bet

3.1 If a bet is placed on the occurrence of one single prediction from the published bet offering, this is a single bet.

3.2 If bets are placed on the occurrence of several predictions within a single bet from the published betting offer, this is a combination bet.

<sup>&</sup>lt;sup>1</sup> AG, AI, AR, BE, BL, BS, GL, GR, LU, NW, OW, SG, SH, SO, SZ, TG, UR, ZG, ZH

As a general rule, all independent betting events published at a specific point in time can be combined with one another. Swisslos may limit the number of betting events that can be combined with one another.

Betting events which are based on the same sporting event several times but in different ways, or are dependent on each other, may not be combined with one another, unless the bet builder function makes this possible. It is also possible that the combination of certain betting events is restricted or not offered.

Swisslos decides which betting events are dependent on each other. If Swisslos accepts in error a bet comprising related scenarios that was not generated by the bet builder function, Swisslos may declare the entire combination bet void and refund the stake wagered.

3.3 Combination bets are also offered in the form of system bets, in which several combination bets can be placed in one step in one single bet.

## Art. 4 Bet types

4.1 The mechanics of the various bet types offered can be found online right next to the bets. The corresponding declarations can also be found in the document "Bet types" which is published at <u>www.swisslos.ch</u> and which can be obtained from Swisslos, P.O. Box, 4002 Basel.

4.2 The bet types can be offered for different end times and different combination types. For example, a "Win bet" (a bet on the winner of a specific betting event) can be placed on one individual race, part of a race or even on an entire racing season as an individual bet or as part of a combination bet.

Art. 5 Home and away teams

5.1 Unless otherwise indicated, for a betting event with two opposing teams, the designated home team is listed on the left and the designated away team on the right.

5.2 If a betting event takes place at a neutral venue, or if a home team is not defined, the team listed first (on the left) is designated the home team and the team listed second (on the right) is designated the away team for betting purposes.

## C. Participation

Art. 6 Placing a bet

The player submits their participation data within the stipulated periods using electronic or physical data media or verbally.

## Art. 7 Stake limits

7.1 Minimum and maximum stakes are defined for Sporttip; Swisslos may change these at any time and without being obliged to specify its reasons for doing so. If a set limit is exceeded, the bet will not be accepted and a Gaming Contract is not concluded.

7.2 The minimum stake for individual and combination bets is CHF 1.00.

7.3 The maximum stake for individual or combination bets is CHF 1,000.00.

7.4 The maximum stake for a system bet is CHF 10,000.00.

7.5 Swisslos may define additional maximum stakes specific to sales channels as well as maximum stakes specific to individual bets or predictions.

Art. 8 Minimum age

Persons under the age of 18 are not eligible to participate.

Art. 9 Conclusion of a contract

9.1 Participation in Sporttip in accordance with these Rules of Play and Terms of Participation is open to persons who have concluded a corresponding Gaming Contract with Swisslos.

9.2 Subject to Art. 7, a contract is deemed to have been concluded when the player has paid their stake and received their entry confirmation ticket which lists their predictions, the associated odds and their stake.

9.3 In concluding a Gaming Contract with Swisslos, the player recognizes unreservedly these Rules of Play and Terms of Participation, including any addendums, as well as the terms of participation for the sales channel chosen (points of sale or online).

Art. 10 Validity of contracts in the event of changes to the offering

In the event of changes to the offering, any Gaming Contracts already concluded remain subject to the rules valid at the time of conclusion of the Gaming Contract and as printed on the entry confirmation ticket, with the exception of cases in which the prediction given is declared void after the Gaming Contract has been concluded.

## D. Treatment of data

## Art. 11 Collection and storage of data

The data on data carriers or verbally communicated bet requests are transmitted to Swisslos once they have been entered into the online terminal at land-based sales outlets or when the bet requests have been entered into a device connected to the Internet; they are then recorded there for evaluation purposes, checked, and saved and secured on a physically or digitally secured medium.

If the bet request can be accepted, the player is then issued with an entry confirmation ticket.

## Art. 12 Data errors

12.1 If for any reason the data cannot be forwarded to or secured at Swisslos such as to allow holders of a prizewinning entry confirmation ticket to claim their prize, or if for any reason a fundamentally valid winning entry confirmation ticket or prize claim ticket cannot be honoured on presentation, the liability borne by Swisslos is limited to reimbursement of the player's stake, to the exclusion of all other compensation to be provided by Swisslos, its representatives or agents, or the manager of a sales outlet.

12.2 The stake is reimbursed on condition that the player furnishes proof that the bet was duly placed and the stake paid. No reimbursement will be provided if a ticket has been tampered with in any way.

12.3 Bets can also be subsequently declared void by Swisslos if the win is deemed to have come about owing to technical problems, for example, but not exclusively because of a transmission error or transmission problem. In such cases, the predictions concerned will be deemed void (odds of 1.00).

12.4 Moreover, Swisslos reserves the right to correct errors in the betting offer, the entry of the score, the playing time, the odds and/or the evaluation of betting results (e.g. mixing up odds, teams) – even after the betting event concerned – or declare the affected predictions already given as void. If a correction is made, this is binding for evaluating the bet.

# E. Bet evaluation

Art. 13 Underlying principles

13.1 The results provided by the result data provider after the respective event has concluded or occurred are binding for evaluating the bets.

13.2 The assessment of the bet outcomes is uniformly valid for both pre-match and live bets.

13.3 Regular playing time comprises the normal playing time for a match, game, etc. (in football, for example, 90 minutes) plus any stoppage time. No extra time, penalty shoot-outs or other methods of determining a result will be factored into the evaluation of the bet outcomes, unless reference was made in the betting programme to this manner of determining a result constitutes an element of the bet.

13.4 Bets on competitors who did not take part in the sporting event are deemed forfeited. In addition, the provisions regarding a "dead heat" (Art. 15) apply.

13.5 Subject to the following provisions with regard to the assessment of bet outcomes and to the postponement of betting events in these Rules of Play and Terms of Participation, for the assessment of bet outcomes, the results announced immediately after completion of a betting event in accordance with the rules and regulations of the responsible sports association (e.g. presentation of winner in so far as this takes place immediately following the betting event) are deemed to be definitive.

No subsequent changes to the results or annulments decided on the basis of protests or forfeits or for other reasons, such as disqualification, an infringement of the rules or a similar circumstance, will be factored into the assessment of the bet outcomes, unless reference was made in the betting programme to this manner of determining a result or this manner of determining a result constitutes an element of the bet, or no official evaluation or result announcement takes place after the betting event.

13.6 If a betting event is stopped, all assessments of bet outcomes that have already been decided and received remain valid. All bet outcomes that have been submitted but not yet decided and received remain valid if:

• the betting event is continued or repeated within the next 48 hours, with the time count starting from the original scheduled starting time, or

• the betting event is continued with the framework of a sports tournament (e.g. tennis tournament).

## Art. 14 Void bets

The bet is deemed void in the cases set out below, with the legal consequence that the stake is to be refunded to the player (single bet) or odds of 1:00 are assigned (combination bet) while the remainder of the predictions within the combination bet remain valid:

a) If the betting event does not take place as specified (e.g. switch in home team arrangements, except where the home team – for whatever reason – exercises its right to be considered the home team at a neutral venue).

b) If the bet is concluded after the actual start of the betting event underlying the bet or is not in accordance with the provisions governing the bet. The foregoing does not apply, however, to bets which, due to their nature, are offered by Swisslos on a continuous basis even after the start of the betting event, and are designated as being such bets – i.e. bets that can, accordingly, also be offered after the start of the betting event – for example, long-term bets or live bets. The point in time designated by Swisslos as marking the conclusion of the Gaming Contract is binding for players.

- c) If a betting event is cancelled or does not take place, unless
  - this betting event is repeated within the next 48 hours, with the time count starting from the original scheduled starting time, or
  - the betting event is repeated within the framework of a sports tournament (e.g. World Cup and European Championship, tennis tournament, etc.).

d) The betting event is stopped and no official assessment of the result takes place immediately after it is stopped. Subsequent changes in the rankings (e.g. decisions made on a purely "bureaucratic" basis) thus remain disregarded.

- e) If all competitors are disqualified or otherwise excluded.
- f) If there is a tie between both competitors and no odds were offered for a draw.

g) If, after conclusion of the Gaming Contract, it emerges that the content of the Gaming Contract – for whatever reason – is neither identified nor identifiable.

h) In the event of referee decisions based on an intervention by the Video Assistant Referee (VAR), Swisslos reserves the right to declare bets void.

#### Art. 15 Dead heat

15.1 Unless otherwise indicated, a bet on one competitor is also deemed to be correct and won if this and one or several other competitors achieve the same result in the same sporting event (dead heat). The betting odds remain valid.

15.2 If only two competitors or two teams are taking part in betting events (e.g. a practice duel) and no odds are offered for a draw, the payouts will not be split in the event of a dead heat. In this case, the bet is void and the entire stake is refunded.

## Art. 16 Bets on championships and tournaments

For bets on championships, overall winners of tournaments (e.g. World Cup, European Championship, golf and tennis tournaments), "play or pay" applies. If the betting event is taking place in accordance with these Rules of Play and Terms of Participation and if a competitor or a team fails to appear in this betting event, abandons the tournament after having started it or is disqualified, the Gaming Contract remains valid. This means that any bet on any such competitor or team is deemed to have been lost by the player.

## Art. 17 Head-to-head bets

Where this is not explicitly stated, the winner of a head-to-head duel is the better placed competitor in the final ranking. The official final result applies. Both competitors must have started the event for the bet to be valid. If, for whatever reason, one of the competitors does not start the event, all bets submitted for this head-to-head are assigned odds of 1.00.

## Art. 18 Live bets, general information

18.1 The validity of the live bet depends entirely on whether the betting event is broadcast live, as Swisslos has no influence over the broadcasting of betting events. All bets are assessed at the end of the betting event once an official result is available.

18.2 All additional information – such as playing time, score, etc. – is given without warranty.

18.3 Bets placed after the actual receipt of the bet outcome are assigned odds of 1.00.

18.4 Swisslos reserves the right to assign odds of 1.00 to bets that are issued during periods that are critical to the outcome of the event (penalty shot, red card, decisions overturned by referees and/or VAR).

Art. 19 Formula 1 – live bets (head-to-head duels)

Where this is not explicitly stated, the winner of a head-to-head duel is the better placed competitor in the final ranking (according to the FIA). Both competitors must start the event (applies as of the warm-up) for the bet to be valid. If both competitors exit early and neither is placed in the official final ranking, the bet is assigned odds of 1.00.

## Art. 20 Winter sports – live bets

If the race is abandoned, all bets on the overall victory are assigned odds of 1.00. All head-to-head duels that have already taken place remain valid. All head-to-head duels that have not yet taken place are assigned odds of 1.00.

# F. Prizes

## Art. 21 Entitlement to prizes

21.1 An individual bet is entitled to a prize if the result in the betting event in question was predicted correctly and the prediction was evaluated as "won".

21.2 A combination bet is only entitled to a prize if all of the betting events were predicted correctly and all of the predictions were evaluated as "won".

# Art. 22 Calculation of prizes

22.1 The prize amount for an individual bet is calculated by multiplying the stake on the corresponding bet with the respective odds in each case.

22.2 The prize amount for a combination bet is calculated by multiplying the stake with the total odds. The total odds are calculated by multiplying all of the individual definitive odds of the individual bets combined into a combination bet. In accordance with common commercial practice, the total odds are rounded to 2 (two) decimal places.

22.3 The prize amount calculated for each bet entitled to a prize (stake x odds or stake x total odds) is rounded down to the nearest 5 centimes.

22.4 The prize amount for a system bet is calculated by adding up the already rounded prize amounts from the bets entitling the player to a prize under said system bet.

## Art. 23 Approval of payout

Approval of the payout of prizes and refund entitlements is generally granted shortly after all of the betting events listed on the entry confirmation ticket have taken place, or it has been established that at least one of the betting events listed will no longer take place within the deadline defined by Swisslos.

## Art. 24 Forfeit of a prize

Prizes won in accordance with these Rules of Play and Terms of Participation that are not claimed within 26 weeks of the date of public notification of the bet evaluations (Art. 28) are forfeited and used for the charitable purpose to which Swisslos contributes.

## G. Notifications

## Art. 25 Betting offer

25.1 Information which affects the organization of bets, in particular the betting events which can be selected, the dates on which they will take place, and the bet types and odds offered, is published as a betting offer. All times are in Central European Time (CET/CEST).

25.2 The bet offering is published in electronic format. Ongoing changes to the bet offering are published in updates to the bet offering via the electronic channels.

25.3 Swisslos may, at any time and without being required to provide its reasons for such action, stop accepting bets, limit the amount of stakes that can be played and/or change the odds before conclusion of a bet. Further, it may define binding odds and payout/prize limits at its discretion or exclude parties from taking part in the Sporttip offering, without being required to provide its reasons for doing so.

Art. 26 Results of the evaluation of bets

26.1 Notification of the results of the evaluation of bets as well as of approval for payouts is given electronically via the Sporttip sales outlets (by means of online terminals) and the Internet.

26.2 This information is available for a period of 26 weeks following initial publication and can be obtained from Swisslos or via the Internet.

## H. Objections

## Art. 27 Objections

27.1 Players whose alleged prizes or refunds were not paid out on their assertion of a claim in accordance with these Rules of Play and Terms of Participation may lodge an objection within 10 days of the date of the payout refusal (where participation took place via the Internet, of the date they became aware that no prize notification had been issued or that the payout or award was not made) but no later than 26 weeks of the date of public notification of the evaluation of the bet (Art. 26).

27.2 The objection must be submitted by registered letter addressed to Swisslos and handed in to an office of Swiss Post by no later than the final day of the period for objection. The objection must include the player's name and address, the designation of the sales outlet or any sales channels used to transmit the participation data, the date of the bet submission in question and of the entry confirmation ticket, as well as the grounds for the objection. Moreover, the entry confirmation ticket supporting the claim, or any other documents supporting the claim, must be enclosed. Objections received late or which do not include all the necessary information cannot be considered.

27.3 Solely those predictions which are stored with Swisslos in compliance with the regulatory provisions are of relevance in the assessment of an entitlement to a prize or any claim to a refund in accordance with these Rules of Play and Terms of Participation.

# I. Unlawful transactions, prohibition on participation, betting fraud and manipulation of games

## Art. 28 Unlawful transactions

Swisslos reserves the right to stop, cancel or declare void one or more of the player's transactions at any time and at its discretion if it

- discovers any irregularities in transactions that could seriously impair processing and/or give rise to a suspicion or reasonable grounds on which it can be assumed that there has been a breach of these Rules of Play and Terms of Participation.
- believes that the player is using or misusing Swisslos products and services for actions that are punishable by law, in particular but not limited to actions for purposes that are fraudulent, illegal and/or unlawful or improper. This also includes attempts to do such and/or instigation of or participation in such.

## Art. 29 Prohibition on participation

29.1 No-one who is competing in a betting event may submit bets on this event. Likewise prohibited are bets on betting events on behalf of anyone who is involved in these betting events. This also applies to persons who may not bet on particular betting events due to their function in a sporting organization.

29.2 In the event of any breach of this prohibition on participation, Swisslos reserves the right

- to cancel the bets as well as refuse the payout of any prizes or the reimbursement of stakes.
- to transfer the relevant personal data to the sporting organization concerned.

## Art. 30 Betting fraud and manipulation of games

30.1 Should Swisslos become or be made aware of any kind of manipulation of a betting event on which it offers bets, it may postpone and/or withhold any prize payout or stake refund related to the corresponding betting event until the integrity of the betting event has been verified by the relevant sports organization and/or the relevant organizer.

30.2 If irregular transactions are ascertained or if the relevant sports organization or the relevant organizer confirms that manipulation has occurred, Swisslos may

- declare the bets placed as void and to refund the stakes paid,
- refuse to pay out any prizes won through such bets or the stakes placed, provided that the bets were based on an unlawful transaction, placed by a person identified by the sports organization in question or the respective organizer or by a court of law as having insider knowledge or other relevant information, or placed by another person who Swisslos has justified reason to believe is in contact with this person, working together with them, or is connected in some other way to this person.

30.3 If betting fraud or manipulation of betting events is suspected, Swisslos is entitled to forward the data it has saved (including information about the bets, points of sale and participants associated with the suspicions) to sporting organizations, authorities or other third parties tasked with clarifying such cases.

## J. Final provisions

## Art. 31 Exclusion of liability

Swisslos is not liable for any written, transmission, display or publication errors, or for incorrect betting information or odds.

## Art. 32 Game licence

The licence issued by the intercantonal licensing and supervisory authority to operate Sporttip in accordance with these Rules of Play and Terms of Participation, together with the associated activities, apply solely to Swisslos itself (Art. 1.2).

## Art. 33 Decisions of the company management

If a matter is not covered by the Rules of Play and Terms of Participation, Swisslos reserves the right to make a final decision on an individual basis.

All decisions in respect of Sporttip are taken by the Swisslos company management. Decisions are final and no correspondence will be entered into.

## Art. 34 Validity

34.1 These Rules of Play and Terms of Participation govern exclusively participation in Sporttip in the Swisslos Contract Territory They enter into force on 29 January 2025. Thereafter, all previous provisions issued governing participation in Sporttip are no longer valid.

Swisslos is entitled to unilaterally alter these Terms of Participation. At least 10 days before changes come into effect, Swisslos will notify participants registered on

Swisslos's Internet Gaming Platform via message of the key content of the changes and about the day on which the altered Terms of Participation come into force. The changes become valid on the published day of entry into force without participants having to give their express permission.

34.2 If the English, French or Italian version of these Rules of Play and Terms of Participation deviates from the German version, the German version alone is binding.

34.3 These Rules of Play and Terms of Participation can be found at <u>www.swisslos.ch</u> or obtained from Swisslos, P.O. Box, 4002 Basel.

## Appendix 1: Additional Sport-specific Terms and Rules

#### Art. 1 Validity

These Additional Sport-specific Terms and Rules supplement the Rules of Play and Terms of Participation for Sporttip and take precedence over them.

#### Art. 2 Football

2.1 Own goals

Own goals count as goals for the opposing team. However, they are not taken into consideration for player-specific bets.

#### 2.2 First goal scorer

Placing a first goal scorer bet means predicting the player who scores the first valid goal. Bets on players who had not been in play up to the time the first goal was scored are no longer valid.

#### 2.3 Last goal scorer

Placing a last goal scorer bet means predicting the player who scores the last valid goal. Bets on players who had not been in play up to or who were no longer in play at the time the last goal was scored are no longer valid.

2.4 Goal scorer at any time

A bet of this type means predicting whether a certain player scores at least one goal during the match. The respective player must have been active on the pitch at some point in time for the bet to be valid.

#### Art. 3 Alpine skiing

#### 3.1 General rules

In slalom, giant slalom and alpine-combined competitions, both runs must have been completed in full; if this is not the case, the race will be deemed void and all bets on this race will be assigned odds of 1.0.

In the downhill and the Super-G, an official result is issued if at least the first 30 competitors started before any stoppage of the race.

#### 3.2 Head-to-head

The following applies in the slalom, giant slalom and alpine-combined: If one of the competitors does not qualify for the 2nd run, they are regarded as knocked out and bets on this competitor are lost. If neither competitor qualifies for the 2nd run, both competitors are regarded as knocked out and bets on them are lost.

#### 3.3 Head-to-head first run

The winner is the competitor who is better placed in the final evaluation of the first run. All bets are evaluated at the end of run 1 using the official FIS results. If a competitor is disqualified, they are deemed to have been knocked out and bets on this competitor are lost. If both competitors are knocked out in the first run, the bets are void.

## Art. 4 Ski jumping

#### 4.1 Winner/Top 3

The results are valid provided the first round has been completed in full (even if the jump has to be restarted).

#### 4.2 Head-to-head

If neither competitor qualifies for the second jump, the better placed competitor in the first jump is valid. The results are valid provided a round has been completed in full (even if the round has to be restarted).

Art. 5 Tennis

5.1 Tie-break

A tie-break counts as a game.

5.2 Match tie-break

A match tie-break is a special form of tie-break to decide a tennis match. In the case of a best-of-three format, if a match tie-break replaces a deciding third set, the match tie-break is evaluated as the third set in the match and also as one game.

If a match tie-break replaced a normal tie-break in a deciding set, the match tie-break is evaluated as one game and not as an additional set.

#### 5.3 Set bets

Bets are invalid if the number of sets specified in the bet is not completed or is changed.

Art. 6 Badminton

6.1 Set bet

Bets are invalid if the number of sets specified in the bet is not completed or is changed.

Art. 7 Table tennis

#### 7.1 Set bet

Bets are invalid if the number of sets specified in the bet is not completed or is changed.

- Art. 8 Beach volleyball
- 8.1 General rules

If a named competitor is replaced by another competitor before the match begins, all bets are void.

#### Art. 9 Golf

#### 9.1 Group bets

The winner is the competitor who ranks highest at the end of the tournament. If all listed competitors miss the cut, the competitor with the lowest number of points in the cut is deemed to be the winner.

If a tournament is affected by bad weather conditions, the bets will be evaluated provided a tournament winner is found, and at least 36 holes have been played. The winner is the competitor who is in the lead at the end of the last completed round.

#### 9.2 Head-to-head

If both competitors miss the cut, the competitor with the lowest number of points in the cut is deemed to be the winner.

Art. 10 Formula 1

All competitors who have already completed 90% of the race distance (rounded to the next full number of laps) are deemed to be classified finishers.

Art. 11 Formula 1, motorcycle, Formula E, DTM, motorcycle

#### 11.1 Start

The start signal for the warm-up round is the start of the race.

#### 11.2 Head-to-head

Both competitors must have started for bets to be valid. If both competitors are knocked out early and neither features in the official final rankings, the bet is invalid.

#### Art. 12 Cycling

#### 12.1 General

For betting events with several stages, should any of the stages be cancelled, the official status after the last completed stage will be used for calculation purposes, provided a stage has been completed in full.

#### 12.2 Head-to-head

If both competitors start the race and neither features in the official final rankings, the bet is invalid.