

General Terms and Conditions

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These Terms and Conditions (“T&Cs” or “Agreement”) constitute and govern the contractual relationship between the parties, Home Gaming Entertainment Limited, duly incorporated and registered under the laws of Malta on the 23rd December 2016 with registration number C 78842, with its registered address at No.2, Geraldus Farrugia Street, Zebbug, Malta and licensed in Malta to provide gaming services under License No. MGA/CL1/1319/2017, issued on the 28th of August 2017 by the Malta Gaming Authority, hereinafter referred to as “the company”; and you, as the user, hereinafter referred to as “Player” or “You”.

These General Terms and Conditions, the Promotional Terms and Conditions and the Privacy Policy of the Company collectively constitute a binding agreement between the Player and the Company.

The Player hereby acknowledges and accepts the exclusive validity of such Terms and Conditions.

Should the contents of the General Terms and Conditions vary in other languages to the English version, and provided that all versions reflect the same principles, the English version shall prevail in any event. This also applies to the rules of the game, any texts on the website as well as any information concerning bonus programs or bonus schemes.

Definitions;

Winfest: The term “Winfest” shall mean and refer to Home Gaming Entertainment Limited and the website www.winfest.com including any subdomains.

Player: Any person over eighteen (18) years of age and who takes part in remote gaming as defined in this agreement.

Agreement: The rules and terms of conduct contained in these Terms and conditions, the Promotional Terms and Conditions and the Privacy Policy

MGA: refers to the Malta Gaming Authority

Gaming: Shall have the same meaning as attributed to it under the Remote Gaming Regulations of 2004 (Legal Notice 176)

1. Applicability

1.1 This agreement supersedes all previous arrangements and undertakings between the Company and the Player and represents the entire agreement between the Parties

1.2 The terms and conditions apply to the services and content on Winfest, content sent to or uploaded (e.g. picture uploads, document uploads) to Winfest by Players per e-mail, chat messages and SMS. They also apply on the payout of winnings and the acquisition of loyalty points.

1.3 In the event that any of the terms, conditions and provisions contained in this agreement are determined to be invalid, unlawful or unenforceable to any extent, by any competent authority, such terms, conditions and/or provisions shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

1.4 Winfest is available in a desktop and in a mobile version. The mobile version of Winfest may be accessed through a mobile device, while the desktop version may be accessed through a desktop computer. The mobile version does not support all games and features as the desktop version of Winfest. The Terms and Conditions are applicable to all users of Winfest, whether through a desktop computer, a mobile device and/or any other hardware and software.

1.5 The Player confirms that he/she is at least 18 years of age and that he/she accepts and acknowledges the Terms and Conditions. Such confirmation and acceptance occurs by pressing the “register” button and completing the registration process on Winfest.

2. Applicable law

2.1 Irrespective of where the Player resides, all legal relations between Winfest and the Player, the validity and termination of such relationship, as well as any dispute arising therefrom are exclusively governed by Maltese law.

2.2 Player will be notified in advance to changes to the Terms and Conditions. To maintain his account Player must acknowledge the changes.

2.3 Online gambling may be illegal under the laws of a player’s country of residence. In such case, the player may not

make use of the services of Winfest. Winfest will not assume any liability whatsoever in this regard and will not reimburse the player for any disadvantages suffered by him as a consequence of the violation of any legal provisions that may be applicable to the player. The Player shall rather ensure that he acts in accordance with the statutory provisions applicable to him from time to time.

3. Conditions of participation

3.1 To open a Player account and to participate in the games offered on Winfest, the Player has to accurately complete the registration process providing all the requested information correctly and entirely. Upon registration each player will create their own player name (hereinafter "username"). The username then can be used to log into the website using a computer and/or a mobile device. There is no legal claim to register and participate in the games offered on Winfest.

3.2 The Player must keep the player account details up to date and can do so under the "My Account" tab or by sending an email to [support@winfest.com](mailto:tosupport@winfest.com)

3.3 The Player warrants and represents at all times, not to:

- be restricted by limited legal capacity
- be a citizen of the United States of America
- be acting on behalf of another party
- be classified as a compulsive gambler
- deposit monies originating from criminal, illegal and/or un-authorized activities
- deposit monies using credit card, which he/she is not authorized to dispose of such credit card and/or the corresponding bank account
- participate in games and/or deposit monies for such games in case the games provided by Winfest are not allowed under the relevant jurisdiction of the player's home country
- deposit monies into an account for any other reason than participating in games offered by Winfest, especially but not limited to illegal or criminal reasons (e.g. Money laundering)
- sell/transfer and/or acquire accounts or funds to/from other players

3.4 The Player is allowed only one account. If Winfest notices that a Player has more than one account, Winfest may block or close any or all of the accounts.

3.5 Participation in the games offered on the website is limited only to private persons over 18 years or the respective age required under relevant jurisdiction of the player's residence. Winfest reserves the right to request player evidence for age verification. In case sufficient evidence is not provided by player, Winfest reserves the right to deny access to the services and games.

3.6 The games and services offered on the website are based on the current technology. Winfest does not guarantee the full functionality and availability of all its games and services. All reasonable efforts will be used to correct any identified defaults that may occur.

3.7 Depending on the player's country of residence, access to or participation in cash games or tournaments and the acceptance of prizes may be subject to different legal regulations. Winfest does not encourage the use of services or participation in games offered on the website by players who reside in countries, in which such services or games are not legally permitted. The responsibility of using the services provided on the website in accordance with the appropriate legal regulations lies solely with the player.

3.8 The following territories are restricted for NetEnt games: Afghanistan, Albania, Algeria, Angola, Australia, Cambodia, Czech Republic, Ecuador, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kuwait, Lao, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, South Korea, Sudan, Syria, Taiwan, Uganda, Yemen, Zimbabwe, Belgium, Bulgaria, Canada, Denmark, Estonia, France, Italy, Mexico, Portugal, Romania, Spain, United States of America and The United Kingdom. In addition to the above it is not permitted to offer Guns & Roses, Jimi Hendrix & Motörhead in the following countries: Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey and Ukraine. Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon and The Invisible Man) and Scarface can only be played in the following countries: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.

3.9 In case of any complaint the player can address such complains to support@winfest.com. Should player not be satisfied with how the complaint was resolved or handled the player may escalate directly to the Malta Gaming Authority by sending an e-mail to complaints@mga.or.mt. For games regulated by the Government of Curaçao the player may submit his/her complaint to complaints@curacao-gaming.com

4. Misconduct

4.1 Any misconduct in using the services of Winfest is interdicted. Especially, but not limited to the following acts shall be deemed as misconduct:

- Players deliberately providing inaccurate or misleading information;
- Players attempting to manipulate the results of games by concerted practices or in any other way;
- Players deliberately causing or exploiting website malfunctions or defects in order to undermine the natural flow of the game;
- Registered players opening another account;
- Players violating any other regulation set out in these Terms and Conditions

4.2 Player shall not decompile or attempt to decompile the software on the website or develop software that interferes with the client-server-communication software used on the website

4.3 It is strictly prohibited to use any software which facilitates artificial intelligence. Prohibited software may include software or any other program which the company believes allows a player to cheat or gives a player an unjust advantage. Winfest may take action in order to detect and prevent the use by players of such software, including reading the list of currently running programs on a player's computer where possible or profiling the player's behavior for the purposes of investigation. If Winfest successfully identifies the use of prohibited programs, Winfest reserves the right to freeze the offending player's account for a period of at least six (6) months; to confiscate any funds in that account; and/or suspend the player from using the services of Winfest and any of its websites.

4.4 In the event of player misconduct, Winfest reserves the right to immediately exclude the player from any further use of the website and to terminate the agreement with the company. Furthermore, the company is entitled to interrupt and terminate on-going games, to block players' accounts with or without prior notice, and until clarification of the situation, retain the player's credit on the player account and any illegitimately won prizes at the player's cost.

5. Player protection

Winfest protects its players from gambling addiction. As a responsible gaming measure, the player has the ability to set account limitations and account suspensions. All limitations can be set in the player account and are effective immediately the first time it is submitted or in case a prior limit is lowered. Any changes concerning the reduction of limits and restrictions will become effective after a 7 day cool-down period.

5.1 Loss limit

The player can limit his/her loss by choosing a limit amount per month, week or day. The limit set by the player will be in effect until the player decides otherwise.

5.2 Deposit limit

The player can limit his/her account deposits by choosing a monthly, weekly or daily deposit limit. The limit set by the player will be in effect until the player decides otherwise.

5.3 Self-exclusion

The player can exclude himself of participating in any game for a definite or indefinite period of time.

5.4 Account suspension

The player may at his sole discretion decide to suspend his player account.

6. Account Registration and Deregistration

6.1 By successful completion of the online registration process a player account is established. The established player account can be used for accessing the desktop and the mobile version of Winfest. The account is intended for administering the player's funds, play, refunds, winning payments, withdrawals and eventual service fees. The online registration contains the following information:

- Nickname
- Full name
- Address
- City
- Postcode
- Country
- E-mail address
- Date of birth

6.2 The playername ("username", "nickname") must be unique and clearly identifiable. The use of offensive, indecent or otherwise objectionable names is forbidden. Further prohibited is the choice of nicknames which contain or allude to an internet link or account names, which allude to certain rights of the player (in particular but not exclusively, the use of the terms "administrator", "admin" amongst others). Winfest reserves the right to suspend accounts with unacceptable nicknames. Winfest will re-admit such accounts after the successful change of their name to an acceptable nickname.

6.3 Winfest is entitled exclude the player concerned from further participation in the services and retain any winning in case the given information proves to be inaccurate.

6.4 The player shall ensure that the account and player details are kept up to date. The player can do so by making any alterations on the website ("My account") without undue delay.

6.5 No employees, executives, managers, directors, consultants, or agents in our branches or affiliated companies, or any of our providers or sellers, can participate in any Games during their term of employment and/or engagement. Winfest's employees, or anyone else having access to inside information (for example: complete hand histories, playing histories, money transaction histories, and similar) are not allowed to use the services of the website. This is in order to prevent any potential abuse of inside information. To this end no officers, directors, employees, consultants or any other persons conducting business or engaged with Winfest shall be allowed to open an Account with during their term of engagement. Proof of such attempts shall result in steps being taken by Winfest. These shall have repercussions upon the contract existing between the employee or other officer and Winfest.

6.6 No relatives (in this clause, the term "relatives" means spouse, partner, parents, children or siblings of the people mentioned in immediately preceding clause) of Winfest's employees, executives, managers, directors, consultants, or agents in our branches or affiliated companies, or any of our providers or sellers, are allowed to play on the website or are authorized to use the Service directly or indirectly. Nevertheless, this shall not apply where relatives are expressly allowed to play on the website by means of written authorization from Winfest.

6.7 If either of the two immediately preceding clauses is breached, Winfest reserves the right to close the said Account immediately and to cancel payment on any gain. This shall take place without any prejudice to the rights that Winfest has against the breaching person in terms of the employment or any other contract between the parties.

6.8 The player is entitled to close his account by sending such a request to support@winfest.com. The player will be able to re-open his account again by making such a request to the Winfest Customer Support. Upon closure of a player account, all funds excluding any bonus money that might not be redeemable will be transferred to the player's bank account. Winfest shall maintain all player information and transaction records with the relevant Maltese laws and regulations including those under the Data Protection Act, Prevention of Money Laundry Act and the Malta Gaming Authority regulations.

7. Inactive accounts and deletion

7.1 Winfest is entitled to charge a monthly maintenance fee of € 5 if a player account remains inactive for a period exceeding 12 consecutive months. A player account is considered inactive if no login is performed for a period of more than 12 months. The maintenance fee will be imposed on the players account starting on the 13th month of inactivity.

7.2 Winfest will send a reminder following 12 months of uninterrupted inactivity to the player via e-mail. Upon receipt of the reminder, the player has 30 days to log into his account. If no login is registered within a 30-day period, the maintenance fee of € 5 will be charged on the real money account balance.

7.3 A player may reactivate his/her player account at any time by logging in on the website and retains the possibility to withdraw all remaining funds.

7.4 All maintenance fees will be charged on a monthly basis and deducted from the player's real money account balance until the balance reaches zero.

7.5 A reimbursement request by the player is allowed for any inactive account maintenance fees paid. Winfest may consider reimbursement if the player can prove access to the player account was not possible due to a reasonable cause.

7.6 If no login has been recorded on a player's account for a period of 30 months and there is still a real money balance on the account, Winfest remits the remaining real money balance to the player. If the player can not be contacted, the real money balance will be remitted to the MGA, provided that no claim shall lie against Winfest.

8. Deposits

8.1 Registered players can deposit cash to their player accounts by way of using the following payment methods as may be varied from time to time depending on the jurisdiction where the player is playing from and the player's account setting: Creditcard, bank transfer, Neteller, Skrill, Sofortüberweisung, Giropay, Paysafecard or Paypal. Winfest reserves the right to change the accepted methods of payment at its sole discretion and further reserves the right to accept certain methods of payment only subject to the fulfilment of certain conditions. Winfest does not warrant that all payment methods are available at all times. Bank transfers will not be credited to the player account until the funds have reached Winfest's bank. Winfest does not impose any fees on deposits, however Winfest is not liable for any fees charged by the player's bank. The minimum deposit amount is € 10.

8.2 A deposit is considered deposited at the time the deposit is irrevocably credited to Winfest's account and accrued to the relevant player account. Winfest undertakes checks and carries out necessary due diligence procedures upon a made deposit. Depending on the chosen payment method the time until deposits are credited to the player account vary. Winfest may request the player to provide due diligence documentation such as but not limited to copies of identification documents, utility bills, credit cards, bank statements etc.

8.3 Winfest can, under certain circumstances, credit a player's account with so called "bonus money". Winfest determines the conditions of the crediting of the bonus and the amount. Player acknowledges that not all games may be capable of being played with bonus money. It is solely Winfest's discretion to determine which games may be played with bonus money. The bonus is stated separately on the player account and can only be paid out once it has

met the bonus criteria.

8.4 Players are not allowed to make deposits with funds obtained by ill-gotten means. All transactions are monitored for irregularities and to prevent money laundering and fraud. Any suspicious account and/or money transaction may be reported to the relevant authorities.

8.5 The player account should not be used as a financial institution and/or banking facility. Deposits into a player account should only be made for the sole purpose of using the fund in our offered games. No interest will be paid on deposited funds.

9. Withdrawals

9.1 The player may request a payout of his winnings or parts thereof. The minimum payout amount must be at least € 20. Payouts to the player will be transferred to the bank account, credit card or e-wallet from where the funds originated. In case where remittance of funds to an account from which deposits originated is not possible, withdrawals will be made to another account of choice following certain controls including but not limited to due diligence checks, anti-money laundering checks and anti-fraud checks. Winfest endeavors to process requested payouts within 72 hours, providing that verification documents have been received. Any transaction costs due (e.g. for international transfers) are borne by the player.

9.2 A payout for over € 50 cannot be requested where the money deposited has not been used in any games or only in a few games. Winfest reserves the right to refuse such a payout at its own discretion on the basis of best practices in the prevention of money laundering.

9.3 A payout request cannot be made while a game is being played or is still open.

9.4 The player acknowledges that Winfest reserves the right to verify the entitlement of the player prior to effecting the payout and in case of doubt to withhold the payment. The player further acknowledges that Winfest reserves the right to ask for verification documents at any time and that Winfest can suspend the player account temporarily until receipt of the required documents. Winfest is duty bound by law to verify the player information including, but not limited to, identity, age and place of residence. Winfest further reserves the right to review the player's transactions and activity and verify the financial instruments being used on the Player Account prior to effecting a payout. Additionally, Winfest reserves the right to perform enhanced verification and due diligence checks where this is deemed to be necessary, in the sole discretion of Winfest, and the Player agrees to submit to and cooperate in the performance of such checks. In light of these checks, the Player shall be required to supply to Winfest any documentation or information requested by it in order to facilitate such verification. The Player shall be requested to provide documentation including, but not limited to, a copy of an official and valid proof of identity (passport, ID, driver's licence), a copy of valid proof of address (utility bill, bank statement) and documentation verifying financial instruments (for instance bank statements), which are not older than 3 months, per mail or e-mail. Winfest reserves the right to withhold any payout requests pending, to close a player account permanently if the player does not provide the required documentation and/or if the provided documentation is found to be false or misleading.

9.5 In the event a player would like to recover funds held in a blocked account, the player is requested to contact the customer support team.

10. Bonus Scheme conditions

10.1 The player acknowledges and understands that additional terms and conditions exist with respect to bonuses, promotions and special offers, and that those terms are in addition to this agreement. The terms are outlined in the relevant promotions pages.

10.2 Winfest reserves the right to terminate and/or change bonuses and promotions at any time. Furthermore Winfest reserves the right to withhold and remove any bonuses awarded to the player if such bonuses have not been used within three months from the date they were awarded.

10.3 Bonuses issued by Winfest can only be used for playing and may not be transferred or paid out unless stated requirements within the bonus campaign have been fulfilled. Furthermore all bonuses have an expiry date. If the bonus requirements are not fulfilled at the expiry date, Winfest reserves the right to cancel or debit the bonus credit from the account.

10.4 Winfest reserves the right to cancel, change or stop marketing promotions at any time without prior notice

10.5 Should the player agree to participate in a bonus promotion he may receive bonus money from Winfest. The real money that was used as qualification for the bonus money, together with the bonus money will be market as applicable for game play in respect of that particular bonus only. This balance can only be used on games that are outlined in the additional bonus terms and conditions.

10.6 The player acknowledges that it is prohibited to participate on the same bonus program multiple times. In case Winfest notices any abuse of bonuses or any other promotions, the bonus/promotions will be forfeited and any funds to the player's account will be frozen. Furthermore the player account may be suspended by Winfest at its own discretion.

10.7 Winfest reserves the right to withdraw any bonus and the resulting profits if any term of the offer or promotion has been breached. Furthermore it may also withhold any other funds held in the player account to make up for any losses incurred by Winfest due to breach of the applicable terms and conditions.

11. Liability

11.1 The player is required to inform Winfest immediately of any errors he becomes aware of.

11.2 Winfest and/or its vicarious agents are only liable for damages beyond the scope of the Product Liability Law caused deliberately or upon gross negligence. Winfest is not liable for slight negligence, acts of nature beyond control, consecutive damages, pecuniary damages, lost profit, lost data, lost interest and for damages from claims of third parties.

11.3 Winfest offers the software on the website "as is" with no warranties or assurances whatsoever. Winfest is not liable for any losses and damages that are alleged to have been caused by any errors in the software on the website. In the event of any software error or game error (miscarried or aborted game as provided in the Remote Gaming Regulations of 2004, Legal Notice 176), Winfest will refund any funds used by the player to play that particular game, so that all parties directly affected will find themselves in the same position before commencing the game.

11.4 Winfest reserves the right to declare null and void any bets that were subject of a software and/or game error and take any funds from the player account relating to the relevant bets. In all circumstances whereby Winfest determines a software error has been used to gain an unfair advantage. Winfest reserves the right to consider this activity to be subject forfeiture and account closure as per these terms and conditions.

11.5 Winfest is not liable for the games and website performing without interruption, not containing any programming errors and/or identified faults being corrected or for any resulting damages. Further, Winfest is not liable for any downtime, server disruptions, lagging, or technical or political disturbance to the gameplay. Moreover Winfest reserves the right to cease the operation of the software on the website in order to correct any errors.

11.6 Winfest is not liable for damages or losses which are deemed or alleged to have arisen out of or in connection with the website, its content or the software. Including without limitations delays or interruptions in operation or transmission, loss of data, corruption of data, communication or lines of failure, any person's misuse of the website, the software or its content.

11.7 Winfest reserves the right to terminate events and/or games in the event of a casino system malfunction. Moreover all wagers are void in such event.

11.8 Winfest is not liable for any damages that are caused by the undue use of the account by the player or third parties.

11.9 Winfest is not liable for the player content or the content of advertising inserts, but reserves the right to delete content that contravenes the law or the General Terms and Conditions when they become known and to pass on such information to the public prosecution authorities if instructed so to do.

11.10 In case of infringement of Winfest's General Terms and Conditions by the player, the player shall hold Winfest inculpable of any claims by third parties and any losses, costs or damages resulting thereof.

11.11 The player acknowledges that some of the games offered contain an element of luck as well as an element of skill. The generation of the elements of luck is based on a random number generator ("RNG") and is not influenced by Winfest in any way. Further information on the random number generator is set out in the help section on the website.

11.12 Winfest is not liable for the following damages or losses howsoever caused and even if foreseeable;

- Economic losses, which shall include loss of profits, loss of use of profits, business, revenue, goodwill or anticipated savings
- Loss of, damage to or the cost or replacement, recovery or reconstruction of the player's or third party's documents, tapes, records, information or any other data on any media
- Special, indirect or consequential loss
- Loss arising from any claim by a third party against the player
- Damage or loss arising from the player's failure to fulfil his responsibilities or any matter under the control of the player or a third party
- Loss or damage arising from Winfest acting in accordance with the instructions of the player, agents or third parties engaged by the player.

11.13 Neither Winfest nor the player shall be liable for any loss or damage caused by delay or failure to fulfil its obligations under this Agreement where such delay or failure is due to any cause beyond the control of the parties, including without limitations war, civil disorder, acts of nature (e.g. fire, flood, storm, earthquakes), sabotage, government disorder, court orders, restrictions as a consequence of decision or view taken by any governmental body or similar, priorities or regulations affecting materials or facilities, slowdown or interruption of work, inability to obtain necessary governmental or regulatory authority approval or to any cause to the extent it is beyond the parties' reasonable control.

12. Privacy Policy

12.1 Winfest collects personal information when a player signs up on the website and opens an account, uses our services or provides us with personal information by other means. The player acknowledges that such data shall be processed by Winfest.

12.2 Winfest adheres the Data Protection Act (Chapter 440 of the Laws of Malta) and the European Data Protection Directive (Directive 95/46/EC) in processing personal player data.

12.3 When a visitor goes through the online registration process, we collect the visitors personal information. We also collect information every time the visitor interacts with us.

12.4 By accepting this Privacy Policy Winfest is allowed to collect the account holder's personal information for the following goals

- Marketing and communication purposes for which the player has opted in
- the provision of the gaming services
- the administration, including financial administration and maintenance of the player's account
- authentication and identification
- regulatory reasons
- improvement of our products and services
- conducting research

12.5 By opting in to receive promotional and marketing material the player agrees to the processing of the player's personal data for marketing purposes, including remarketing and the distribution of marketing material relating to Winfest, its affiliated parties or third parties, including but not limited to offers, bonus schemes, games and other information which may deem to be of interest to you.

12.6 The player acknowledges by participating in Winfests' promotions and games that certain data including username, first name, initial of the last name, amount of stake(s), amount of winnings may be published on the website and used in promotional and marketing material. Any image or photo that is sent to Winfest for promotional purposes or photos taken by photographer remain the property of Winfest. The rights to use the details or imagery for any type of media will be reserved by Winfest. When the player accepts the prize, Winfest and their advertising/promotional agencies get irrevocable permission to use the winner's name, likenesses and photograph (where applicable) for advertising/promotional purposes without compensation, unless prohibited by law.

12.7 The player acknowledges that Winfest from time to time may need to engage third parties for the processing of personal data for the purpose as specified in clause 4 of this Privacy policy. The player acknowledges that his data may be shared with strategic partners, group companies, employees, associates, sub-contractors, service providers, affiliates or any third party acting on behalf of Winfest.

12.8 According to regulatory provisions, Winfest could be obliged to disclose your personal information to Governing Authorities. The information about you and your account that Winfest may have to disclose due to laws and regulations include: inter-alia, details of players breaching these terms and conditions and especially: players gambling or attempting to gamble when under age or suspected of being under age; players engaging in suspicious transactions or suspected to be engaging in money laundering or fraud; players colluding or suspected of collusion; players using robots or modifying the software (or attempting or being suspected of so doing); players who register a dispute with the Authority.

12.9 In line with the principles of data protection, Winfest undertakes to retain personal data of players only for as long as is necessary. Notwithstanding this the player acknowledges and agrees that his personal data may be retained and used by Winfest even after the deletion or closure of his Account, if this is required for administration purposes and/or for complying with legal obligation of safekeeping.

12.10 You have the right to require access to your personal data and you have the right to correct or erase wrong or inappropriate data.

12.11 Winfest will use all reasonable meant to protect the player data stored on its servers. Notwithstanding this, Wifest is not liable should any party unlawfully seize and process such data. All claims of damages by a player or a third party against Winfest in connection with such event are explicitly excluded.

12.12 When you visit or use the website small files of data will be downloaded/saved on your device. These data files are called cookies. We use cookies to be able to collect data from your browser and recognize you upon your next visit to the website. Cookies do not contain personal data. You agree the use of cookies by Winfest. You may limit the storing of cookies on your device, though such limitation may have a bearing on the functionality of the website.