Terms of Use

Terms and Conditions for the use of the websites of State Enterprise Bulgarian Sports Totalizator (BST)

Please read these Terms and Conditions carefully before using the Site. These Terms and Conditions constitute a CONTRACT between you as a USER and BST, granting you the right to use the services of the Site free of charge for personal and non-commercial purposes, subject to the terms and conditions below. By accessing (loading) the website, you agree to be bound by these Terms and Conditions and any subsequent changes to them, and agree to comply with them. If you do not agree to all of the terms and conditions below, please do not use this website and the services and modules provided on this website. BST has created these rules and guiding principles for the sole purpose of protecting you and ensuring that you have a safe, enjoyable and useful time visiting this site.

I. Basic concepts

For the purposes of these Terms and Conditions, the following terms are used with the following meanings:

USER means any individual who uses any of the services on the site. A USER of this website does not have the rights and obligations of a participant in the gambling games organised by BST, unless he/she also has the capacity of a participant within the meaning of the Gambling Act and the General and Mandatory Gaming Conditions and Rules for the organisation and conduct of the gambling games organised by BST;

SERVICE/s on the site include:

- Access to the information resources/data on the site provided via a web browser;
- Participation in the site's forums;
- Creation and personalization of user profiles through registration, which enables access to the information resources of the site or participation in Internet games developed specifically;

THIRD PARTY MALFUNCTIONS are actions or inactions of third parties that are contrary to the rules of Internet ethics, including but not limited to DoS (Denial of Service), server hacking, defacement, data theft, etc.

II. Acceptance of the Terms and Conditions of Use

These Terms and Conditions are binding only in the relationship between the USER of the services of the site and BST.

Each USER is granted the right to use the services of the site for personal/non-commercial purposes only.

When posting a review/comment in the forums, the USER agrees to abide by the rules posted there for posting comments. BST is not responsible for the opinions expressed by USER.

III. Protected Rights

BST is the exclusive owner of the website and all its applications and modules. The content of the BTS website is copyright protected. All rights reserved. All intellectual property rights in the information

resources and materials, as well as in the graphic signs, are protected under the current Copyright and Related Rights Act, and their unauthorised use constitutes an offence and gives rise to civil, administrative and criminal liability in accordance with current Bulgarian legislation.

BST operates under a commercial company registered in the Commercial Register at the Registry Agency: the State Enterprise "Bulgarian Sports Totalizator".

BST owns trademarks registered by the Patent Office of the Republic of Bulgaria on its trade name and the names of the games organized by it, not exhaustively listed herein:

- "Lotto 2 6 of 49" ("Toto 2 6 of 49")
- "Lotto 2 6 out of 42" ("Toto 2 6 of 42")
- "Lotto 2 5 out of 35" ("Toto 2 5 out of 35")
- "Lotto 2 5 out of 50 + 1 out of 12" ("Lotto 2 Zodiac") ("Toto 2 Zodiac")
- "Lotto 2 Birthday" ("Toto 2 Birthday")
- "Lotto Joker" ("Toto Joker")
- "Second Chance Lotto" ("Second Toto Chance")
- "Lotto 1 10 out of 10" ("Toto 1 10 out of 10")
- "Lotto 1 12 type 1X2" ("Toto 1 12 type 1X2")
- "Lotto 1 13 matches" ("Toto 1 13 matches")
- "Lotto chance for all" with its variations (the different types of instant lottery games)

BST has a domain name registration in Register.BG: toto.bg; info.toto.bg

The names of games, services, products, merchants, etc. mentioned on this site may be trademarks, companies, domain names of their respective owners. USER's access to this site shall not be construed as in any way resulting in any license or right to use any trademark/company/domain name without the prior written consent of BST (in respect of its owned rights) or any other person (in respect of its owned rights).

If you notice any copyright infringement on this site, please notify us promptly by e-mail to: webmaster@toto.bg.

IV. Privacy Policy

BST is a data controller registered under the Data Protection Act.

BST is committed to ensuring the privacy of information containing personal data provided by USERS online through completed registration forms. Disclosure is only possible in cases where the information has been requested by public authorities or officials authorised by law to request and collect information containing personal data and in compliance with the statutory procedure.

By accepting these General Terms and Conditions, the USER agrees to the processing of the data provided by him/her for direct marketing purposes. Each USER has the right to object to the processing of his/her personal data for direct marketing purposes by sending a written message to BST at the following e-mail address: webmaster@toto.bg.

BST's priority objective is to ensure and provide its USERS with a reasonable level of security of personal data.

V. Liability Organisation

This site and its contents are published for the convenience of USERS. BST makes every effort to maintain true, accurate and up-to-date information on its sites, without excluding the possibility that objective inconsistencies or omissions may arise from time to time. BST shall not be liable for any consequences, including any damages, arising out of or in any way connected with access to, use of, or inability to use this site. All information on the site is provided in accordance with applicable Bulgarian legislation, without a guarantee from BST for its integrity and safety from malicious attacks by third parties.

BST shall not be liable for any subjective perception or interpretation of the accuracy, completeness or usefulness of the information resources on this site, or for any direct, indirect, incidental, special or consequential damages or losses or business interruption caused by the use of this service, even if BST has been advised of the possibility of such damages.

BST shall be entitled to indemnification for all damages, costs and claims of third parties that result from a breach of these Terms and Conditions and/or unauthorized use of the services on the Site.

VI. Prohibited and unauthorised use

When using this website, the USER undertakes not to use the data and information, the photographs or any of the other materials owned by BST or any other person who has allowed BST to publish them, for actions and purposes prohibited by law or incompatible with these Terms and Conditions.

By submitting materials to the servers used by BST, via email or through BST's website, USER agrees to the following terms:

- The material must not contain anything that is outside the law or in any way unsuitable for publication.
- USER shall use all appropriate means to detect and remove viruses, and any harmful or destructive features of this type, before submitting the materials.
- USER agrees that it will not take any action against BST in connection with any material submitted by USER and will indemnify BST if another person takes action against the entity in connection with the same material. BST may at any time, in its sole discretion, remove any material submitted by USER.

By using BST's website, USER represents that it is aware of the following prohibitions, which it will not violate:

- Copying, transmitting, distributing or storing any part or all of the contents of the site, in any
 form, without the prior written consent of BST, except where not inconsistent with the terms
 set forth herein;
- Any distribution of the site or any part thereof without the express written consent of BST (Certain individual documents on these pages may be subject to additional terms and conditions which are expressly stated;)

 Any modification, reproduction, distribution, direct transmission, display, performance, reproduction, publication, authorization or sale of information owned by BST and/or published on this website.

When using materials from the websites of BST (<u>www.toto.bg</u>; <u>www.info.toto.bg</u>; etc.), the USER is fully obliged to adhere to the restrictions and conditions established in these rules, unless otherwise agreed by contract.

VII. Links to other websites

In order to facilitate the USER's access and operation, BST may establish links to sites on the Internet that are owned or operated by persons other than the USER. Web pages on www.toto.bg may contain banners (permitted advertising images) or text links to external pages that are the responsibility of others. BST is not responsible for the information published and displayed on their pages. Links from this site to such websites are only a recommendation and a potential source of additional information. BST has no control over their publication policy and therefore, hereby disclaims any responsibility for their content or the truth and accuracy of the information published therein.

VIII. Advertising

BST shall carry out advertising of its organised games permitted by the Gambling Act through this website in compliance with the National Ethical Rules for Advertising and Commercial Communication on Gambling Advertising adopted by the National Council for Self-Regulation.

IX. Changes to the Terms and Conditions of Use

BST reserves the right to modify these Terms and Conditions at any time by promptly posting the changes on the Site together with notice of the changes. It is advisable to check this page periodically for corrections and additions. Changes made are effective at the time they are posted on the site. A USER who violates these General Terms and Conditions and the rules of use of the site will first be warned and, in the event that he continues not to comply with them, other measures will be taken to terminate his access and use of the site and the services it offers.

For all matters not covered by these Terms and Conditions, the applicable Bulgarian legislation shall apply.