

NLA 5 90 OFFICIAL USSD TERMS AND CONDITIONS

GENERAL

1) These General Terms and Conditions (“Ts & Cs” or “Agreement”) constitute and govern the contractual relationship between the parties, NATIONAL LOTTERY AUTHORITY (NLA) hereinafter referred to as “NLA” or “We”, “Us”, or “Our”; and "You", as the user and customer, hereinafter referred to as “Player” or “You” or “Your”.

“NLA” in these General Terms and Conditions refers to the National Lottery Authority - a statutory body established under the National Lotto Act 2006 (ACT 722) and the regulatory body in Ghana responsible for organizing raffles and lotteries in Ghana, as per Regulation 21 of the Lottery Regulations 2008 (LI 1948) of the Laws of Ghana.

“Player” means any individual or entity that expressly or impliedly agrees to all these General Terms and Conditions when dialing the *890 Unstructured Supplementary Service Data (USSD) code (such as *890# or *890*5#) to play NLA games.

The Terms and Conditions (Ts&Cs) contained herein outlines the responsibilities of the lottery operator, National Lottery Authority (NLA) and the NLA 5 90 OFFICIAL USSD gameplay channel; bears and covers the governing rules for Players, user requirements, applicable user rights, user responsibilities and gameplay restrictions as captured for the NLA 5 90 OFFICIAL USSD gameplay channel. By accessing the NLA 5 90 OFFICIAL USSD code or subcodes (such as *890# or *890*5#) via any connected mobile handset and thereafter playing the game via mobile, the Player acknowledges reading and understanding the governing rules of the NLA 5 90 OFFICIAL USSD game and accepts to be bound by the Terms and Conditions set for the NLA 5 90 OFFICIAL USSD gameplay channel.

REVISIONS TO TERMS AND CONDITIONS

NLA reserves the right to effect changes to Terms and Conditions and USSD gameplay mechanics at any time it deems fit and without prior notice to players. Update to Terms and Conditions will be reflected via in-game play via the NLA 5 90 OFFICIAL USSD code or subcodes (such as *890# or *890*5#) or respective online channels (NLA website and/or Social Media handles). Player’s continued use of NLA 5 90 OFFICIAL USSD gameplay channel via the NLA 5 90 OFFICIAL USSD code or subcodes (such as *890# or *890*5#) indicates Player’s acceptance of changes. If a player does not agree to be bound by changes to these Terms and Conditions, the Player must not use or access the NLA 5 90 OFFICIAL USSD gameplay channel and/or place a stake for a NLA 5 90 OFFICIAL USSD game. In order to avoid misunderstandings and disputes at a later stage, Players can print out these Terms and Conditions.

COPYRIGHT

All NLA 5 90 OFFICIAL USSD game content contained in either gameplay, communication material, related software or hosted on 3rd party platforms, is and remains the property of the operator, National Lottery Authority and its affiliates and is duly protected by copyright law. None of the content may be reproduced, published, transmitted, distributed, displayed, modified or exploited in any way, in whole or in part without the prior written consent of the NLA or unless authorized under these Terms and Conditions.

TRADEMARKS

The name "NLA 5 90 OFFICIAL USSD" and all associated lottery game names and references, as well as the technical platform, related software and all other graphics and logos displayed across all

communication channels/platforms remain the sole property or have been licensed for use by the National Lottery Authority and without the express prior written permission of the NLA, may not be used at any time in any form (including but not limited to advertising, as an endorsement for any product or service, or any other purpose, commercial or otherwise).

LINKS

NLA or its affiliates may, from time to time, provide referral links or drive awareness for prospective players to access the NLA 5 90 OFFICIAL USSD gameplay channel. NLA is not responsible for the activities of other unauthorized links or any communication material content not sanctioned by the NLA or its affiliates. NLA and its affiliates provide these links only as additional resources for its NLA 5 90 OFFICIAL USSD gameplay channel and makes no representations regarding the content of any linked web site, shortcode (except *890 USSD codes and subcodes) or any companies that own, control or manage these channels. Consequently, NLA will not be, in any way or form, responsible for the accuracy, relevance, copyright compliance, legal conditions or decency of material contained in, programs used by, or services or products offered by, external channels not sanctioned by the NLA.

SMS / ADVERTISEMENTS

NLA or its affiliates will provide SMS based messaging services to notify users on all transactions performed on the the NLA 5 90 OFFICIAL USSD code or subcodes (such as *890# or *890*5#). Promotional activities via SMS (text messages), traditional media (TV, Radio, Billboard, Online, Social Media etc), BTL activations and other advertising channels will be employed to promote game products. The Player by playing the NLA 5 90 OFFICIAL USSD gameplay channel acknowledges and accepts to receive all communication and promotional content governing gameplay.

FEEDBACK

Any comments or materials sent or transmitted, including but not limited to, via electronic mail, standard mail, social media post, phone calls, SMS (text messages) or other communication channel to the NLA 5 90 OFFICIAL USSD gameplay channel regarding any content or information found in an NLA game , including, without limitation, data, questions, comments or suggestions (collectively referenced as "Feedback"), which will not be treated as confidential, will become the property of NLA and may be subject to disclosure under certain laws. The NLA 5 90 OFFICIAL USSD gameplay channel has no obligation of any kind with respect to Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, distribute, and create derivative works from Feedback.

SECURITY OF THE NLA 5 90 OFFICIAL USSD GAMEPLAY CHANNEL

Kindly be advised that the security of the USSD gaming portal hosted by the NLA and its affiliates including telecommunications networks is secure and all mobile transactions and player data is encrypted ensuring gameplay security. However, please also be advised that NLA and its associates cannot accept and are not responsible for any unauthorized access to your phone that results in gameplay on the NLA 5 90 OFFICIAL USSD gameplay channel and mobile money transactions. The NLA 5 90 OFFICIAL USSD gameplay channel takes steps to preserve the privacy of personal information and gameplay security, kindly review the NLA's Privacy Policy for more information about how NLA handles personal information.

ELIGIBILITY

The NLA 5 90 OFFICIAL USSD gameplay channel is restricted to Players above the age of 18 years, physically present in the Republic of Ghana while playing the game and owning mobile money accounts linked to the same phone used in playing across any of the local mobile networks (i.e. MTN, Vodafone, AirtelTigo). Dialing the NLA 5 90 OFFICIAL USSD code or subcodes (such as *890# or *890*5#) to purchase a ticket/stake and play the NLA 5 90 OFFICIAL USSD gameplay channel on any handset indicates an understanding of all the rules and regulations of the games and provides consent to be bound by all terms and conditions of the NLA 5/90 Mobile Game. NLA and its affiliates reserve full rights to change any terms and conditions without prior notice and Players will abide by the same.

5 90 GAME DETAILS

5/90 and VAG are NLA games that allow players to select at least one out of ninety balls numbered 1-90. A draw is held at the beginning (VAG) and the end of each day (NLA 5 90) except on Sundays to randomly select 5 out of the 90 balls. If the numbers on the 5 selected balls match any of the numbers selected by the player at the time of play, he is a winner. The daily draw games are VAG each morning, Monday Special, Lucky Tuesday, Midweek, Fortune Thursday, Friday Bonanza and National Weekly on Saturdays.

The variations of games to play each day are below

- Direct-1:- The first number drawn is called the 1st Winning Number. (E.g. If a Player selects number 45, he wins if 45 is the first number drawn)
- Direct 2:- Any two numbers out of the 5 winning numbers to be drawn. (e.g. If a player selects 37 and 17, he's a winner if 37 and 17 are among the 5 numbers drawn)
- Direct 3 :- Any three numbers out of the 5 winning numbers to be drawn. (e.g. If a player selects 21, 48 and 83, he's a winner if 21, 48 and 83 are among the 5 numbers drawn)
- Direct 4:- Any 4 numbers out of the 5 winning numbers to be drawn. (e.g. If a player selects 21, 48, 83 and 45, he's a winner if they are among the 5 numbers drawn.)
- Direct 5:- All 5 numbers chosen must be winning numbers. (e.g. If a player selects any 5 numbers from 1 to 90, and all 5 numbers are drawn, then he is a winner.
- Perm-2:- This is basically selecting more than 2 Numbers and combining them in sets of 2. If a player selects numbers 10-20-30, Perm2 will give combinations of (i) 10-20, (ii) 10-30 and (iii) 20-30. Here, the winning pattern is the same as direct-2.
- Perm 3:-This is basically selecting more than 3 Numbers and combining them in sets of 3. If a player selects numbers 10-20-30-40, Perm3 will give combinations of (i) 10-20-30, (ii) 10-20-40, (iii) 10-30-40 (iv) 20-30-40. Here, the winning pattern is the same as direct-3.
- Perm 4:-This is basically selecting more than 4 Numbers and combining them in sets of 4. If a player selects numbers 10-20-30-40-50, Perm4 will give combinations of (i) 10-20-30-40, (ii) 10-20-40-50, (iii) 10-30-40-50 (iv) 10-20-30-50 and (v) 20-30-40-50. Here, the winning pattern is the same as direct-4.
- Perm 5:-This is basically selecting more than 5 Numbers and combining them in sets of 5. If a player selects numbers 10-20-30-40-50-60, Perm5 will give combinations of (i) 10-20-30-40-50, (ii) 10-30-40-50-60, (iii) 10-20-40- 50-60 (iv) 10-20-30-40-60 (v) 10- 20-30-50-60 and (vi) 20-30-40-50-60. Here, the winning pattern is the same as direct-5.

- Banker 1 against all: - This is selecting one number and pairing it with the rest of 89 numbers. (e.g. if a player selects 45 against all, Means 45 his banker.) This banker must be one of the 5 winning numbers.

Players of the NLA 5 90 OFFICIAL USSD game must ensure that a particular game is selected and played before the draw of that particular game. The Player shall ensure that the numbers played, the value of the stake, the date of the draw and ticket number of e-ticket generated are visible on the said e-ticket issued by the NLA OFFICIAL USSD platform.

INDEMNITY

Players shall indemnify and hold harmless NLA and its affiliates (and their respective directors, officers, agents, Games Service Providers and employees) from and against any and all losses arising out of, relating to or in connection with the playing of NLA 5 90 OFFICIAL USSD games, except to the extent any such loss arises from NLA's intentional breach, fraud, gross negligence or wilful misconduct.

DRAW RESULTS The draw of NLA 5 90 OFFICIAL USSD games shall have regard to the provisions relating to Regulation 21 of the Lottery Regulations 2008 (LI 1948)

PRIZE REDEMPTION

For players who play NLA 5 90 OFFICIAL USSD games and win up to Ten Thousand Ghana Cedis (GHC 10,000), NLA will endeavour to credit a player's confirmed mobile money account (i.e. mobile phone and mobile money accounts linked to the NLA 5 90 OFFICIAL USSD game) with their winning amount within 24 hours of the confirmation of the draw results of each game.

For wins above the threshold of Ten Thousand Ghana Cedis (GHS 10,000.00), the player will be informed by SMS to present their winning ticket to the nearest NLA office with an official identity document to validate and redeem their prize win. The winner, by submitting the claim, agrees to the discharge of the relevant duties the republic, the NLA and its officers that are not liable after payment for the prize.

Any amount credited erroneously to a Player's account should be reported immediately to NLA by the Player. Any winnings and funds caused by an error are invalid regardless of how they occurred.

THIRD-PARTY CHARGES & OMISSIONS

Transaction Charges: When depositing to or receiving money from the NLA 5 90 OFFICIAL USSD mobile money wallet, Players may be charged per transaction based on the payment channel used. A Player shall bear the cost of such transaction charges from these payment channels

Third Party Omissions: NLA is not liable for transmission errors. Therefore, there shall be no claims for compensation due to any transmission errors, delays, or the misuse or manipulation of data.

OTHER TERMS AND CONDITIONS

NLA will treat as highly confidential the information the Player entrusts to it, in accordance with its Privacy Policy.

NLA may waive a right or provision from these General Terms and Conditions in particular cases.

NLA will not be bound by, and the Player has no claim for, a waiver of such right or provision in future matters. Any suspicious or fraudulent transactions will be immediately reported to the relevant authorities.

By using or staking a bet on the NLA 5 90 OFFICIAL USSD gameplay channel, the Player is acknowledging that he or she is at the risk of losing money. It is the Player's sole responsibility to assume any losses suffered as a result of staking games. All transactions have to be processed in accordance with Ghana's anti-money laundering regulations.

NLA reserves the right, in its sole discretion, to void any winnings, to terminate the Agreement, to refuse, cancel the services, and/or refuse to distribute profits to anyone for any legitimate reason including, but not limited to:

1. The player provides incorrect or misleading information on his/her mobile money account.
2. The Player has neglected or has failed to provide the required identification documents.
3. The Player provides documents which do not match with the data from mobile money account data.
4. The Player uses or accesses the game from a jurisdiction in which the game is deemed to be illegal activity according to applicable law.
5. The Player uses money gained through criminal, unauthorized or other illegal activities.
6. The Player is not of legal age (at least 18 years old).
7. The Player has defrauded or attempted to defraud NLA or any other party in any way. This includes any system based on the use of software, techniques, computer, machines or similar tools or the establishment of a syndicate of Players in order to defraud or to cause damage to NLA, its Players or any other party.
8. The Player has allowed or permitted access to a third party to his/her mobile money account to attempt to defraud or to cause damage to NLA, its Players or any other party. NLA makes no exception for intentionally or unintentionally actions or reasons.
9. The Player violates any terms of the Agreement or fails to comply with it. The list of reasonable grounds above is not exhaustive.

The Player expressly authorizes NLA to make payment of wins directly to mobile money account used by the Player to stake a bet on the NLA 5 90 OFFICIAL USSD gameplay channel and shall hold NLA harmless of any loss or problems arising out of payment of wins to this mobile money account used by the Player to stake a bet on the NLA 5 90 OFFICIAL USSD gameplay channel.

The term of the Agreement shall be for an indefinite period and should the Player wish to terminate this Agreement at any time, he/she may discontinue from staking a bet on the NLA 5 90 OFFICIAL USSD game channel.

The stake limits are as follows:

- The minimum stake or play is: One Ghana Cedi (GHS 1.00).

COMMITMENT TO DISCUSSIONS

In the event of a dispute in respect of an event relating to the NLA 5 90 OFFICIAL USSD gameplay channel or the payment or awarding of any NLA 5 90 OFFICIAL USSD gameplay channel winnings, NLA may withhold payment of the NLA 5 90 OFFICIAL USSD gameplay channel winnings until any dispute has been fully resolved.

MISCARRIED AND ABORTED GAMES/STAKES

NLA takes every precaution to avoid as much as possible, any technical anomaly or problem. However, this is not always possible. Consequently;

1. NLA, our suppliers and/or licensors are not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to the gameplay. Refunds may be given solely at the discretion of the NLA management;

2. NLA, our suppliers and/or licensors accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with the NLA 5 90 OFFICIAL USSD gameplay channel or its content, including and without limitation to:

1. Delays or interruptions in operation or transmission;

2. Loss or corruption of data;

3. Communication or lines failure;

4. Any site or content misuse;

5. Any errors or omissions in content;

3. If a lottery draw does not take place at NLA, all valid stakes shall be refunded to Players

4. If Your game miscarries because of a failure of the system, We shall refund the amount wagered in Your game by crediting it to Your mobile money account or, if Your mobile money account no longer exists, by paying it to You directly, in an approved manner.

PRIVACY POLICY

By staking a bet on the NLA 5 90 OFFICIAL USSD gameplay channel, the Player implicitly gives his authorization to the processing of any personal data in compliance with the privacy laws in force in Ghana for the use of the mobile or online lottery or games or betting offered by NLA.

The supply of data to third parties is on an 'opt-in' basis. By staking a bet on the NLA 5 90 OFFICIAL USSD gameplay channel and through the voluntary interaction Players undertake with NLA products, the Player confirms and agrees that they consent to the use of all or part of the information they supply, the transactions they undertake through it and the interactions which they perform with NLA and on behalf of NLA.

All interactions the Player undertakes with NLA will be stored by NLA for the purposes of record and as such may be employed by NLA in such cases where disputes arise between Players and NLA.

NLA will do its utmost to ensure the confidentiality of its Players' personal information including the implementation of data protection procedures designed to ensure user confidentiality.

NLA ensures that its data protection policy is regularly updated in order to ensure that the Player's information is continually safeguarded. From time to time, NLA may contact Players either via phone or SMS for the purpose of offering them further information about NLA.

In addition, NLA may, on occasion, seek to contact Players, either by phone or SMS, for the purpose of informing them on unique promotional offerings provided by NLA for its Players.

Players consent to the receipt of such contact when they consent to our General Terms and Conditions when staking a bet on the NLA 5 90 OFFICIAL USSD gameplay channel. Any person wishing to opt-out of further contact with NLA must contact customer support.

NLA may be required by law or relevant authorities to disclose data of Players.

If NLA believes that disclosure is necessary, NLA will disclose the information to the relevant public authorities in Ghana. Any suspicious or fraudulent activities can be immediately reported to the relevant authorities, including but not limited to the MGA.

NLA reserves the right to publish the name of a Player who wins a significant amount. Consequently, by agreeing to these terms and conditions, You are hereby agreeing to have your first name and the first letter of your surname published by NLA in the case of significant wins.

NLA shall not disclose your full name in public unless we receive your authorization to do so as part of the prize awarding ceremony.

COMPLAINTS

In case of a complaint or an issue, a player is to contact NLA customer support and detailing the nature of the complaint.

NLA customer care representatives shall address and resolve complaints instantly or escalate to appropriate units or parties for it to be resolved. There are no time limits for resolving Players' complaints.

SEVERABILITY CLAUSE

Each clause contained in these General Terms and Conditions shall be separate and severable from each of the others. If any clause is found to be void, invalid, or unenforceable for any reason whatsoever, the remaining clauses shall remain in full force and effect.

FORCE MAJEURE

NLA will not be liable in any way to any persons in the event of force majeure, or for the act of any government or legal authority.

EXECUTION OF THIS AGREEMENT

This Agreement shall be governed by and interpreted in accordance with the laws of Ghana, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of Ghana, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

PLAYER DECLARATION

By accessing the NLA 5 90 OFFICIAL USSD gameplay channel, you are making the following declaration:

I am 18 years old or older. I am physically present in the Republic of Ghana while playing the NLA 590 OFFICIAL USSD game. I have understood all rules and regulations of the games. I agree with all the terms and conditions of the NLA 590 OFFICIAL USSD gameplay channel. I acknowledge that NLA

has full rights to change any term or condition without prior notice to me and I will abide by the same.

The NLA 5 90 OFFICIAL USSD gameplay channel is available to, and may only be used by individuals, who can enter into legally binding contracts under the law applicable to Ghana. I certify that I qualify and meet this requirement. In all circumstances, NLA shall not be held responsible for misuse of the services by any unauthorized parties or minors.

By continuing to stake a bet on the NLA 5 90 OFFICIAL USSD game, I agree to be bound by the prevailing Terms and Conditions including the latest modifications to it.