

Bovada Christmas VIP Gifting Portal - Terms and Conditions

1. These terms and conditions apply to the gift fulfilment platform ("Platform") operated through the website: mybovadagifts.com ("Website"). The Platform has been established exclusively for chosen VIP customers of Bovada ("you", "your") to select and receive a gift of their choice (subject to availability).
2. The Platform is made available by an authorised marketing agent of Bovada, Fulger Ltd, having its registered address at Markou Drakou 16, Ergates 2643, Nicosia, Cyprus ("we", "us", "our").
3. We have appointed a third party to manage the Platform on our behalf. The Platform is managed by Prizeshark Limited ("Prizeshark") (Company Number 05340815), Registered Address: Hexagon Business Centre, 4 Witan Way, Witney, OX28 6FF, England. Prizeshark can be contacted by email to Lizzie@prizeshark.com. If you have any queries regarding the Platform, you should direct those queries to Prizeshark.
4. The Platform and Eligibility: This Platform is made available to selected customers of Bovada aged 18 years old or older. In order to redeem your gift, you must complete the gift claim form on the Platform which can be accessed using the unique code provided in the email sent to you from a Bovada Customer Service Host. You must complete all mandatory fields on the gift claim form and submit it on the Website in order to redeem your gift.
5. You can only claim one gift per unique code provided. Any additional claims submitted by you on the Platform using the same unique code will be rescinded.
6. You will be provided with a selection of gifts on the Platform, from which you can claim one gift. These gift options are non-transferable and cannot be exchanged for alternatives.
7. The Platform will run from 00.01am 6th December 2023 and to 20th December 2023 at 23.59pm ("Cut-off Date"). Any claims to redeem gifts that are submitted after the Cut-off Date will not be permitted.
8. This Platform is only made available to VIP customers of Bovada.
9. The Platform is made available entirely at our discretion, and we reserve the right to alter, suspend or withdraw the Platform at any time and without providing notice. In the event of the Platform being withdrawn, only gift claims submitted on the Platform before the withdrawal date will be considered for redemption.
10. For the avoidance of doubt, no monetary equivalents will be offered as an alternative for a gift.
11. Us, Bovada, Prizeshark and Prizeshark's third party service providers ("Third Parties") accept no responsibility for any tax liability arising from your participation in this promotion or redemption of gifts from the Platform. You may incur a tax liability dependent on your employment status. The reporting of the gift that you redeem to your relevant tax authority and any tax liability and/or National Insurance contributions arising from it is your responsibility, or that of the person receiving the benefit of the gift. Bovada, us Prizeshark and the Third Parties accept no responsibility for any such tax liability or any failure by you or the gift beneficiary to notify the relevant authorities.
12. We reserve the right to alter these Terms at any time without providing notice.
13. The following are excluded from participation in using the Platform:
 - (a) employees of Fulger Ltd, Bovada or their affiliated, holding or subsidiary companies.
 - (b) employees of agents or suppliers of Fulger Ltd, Bovada or their holding or subsidiary companies, who are professionally connected with the competition or its administration; or
 - (c) members of the immediate families or households of (a) and (b) above living at the same address.
 - (d) individuals from jurisdictions where participation is restricted or prohibited by law. It is your responsibility to ensure that participation is lawful where you reside.
14. By using the Platform, you confirm that you are eligible to do so and eligible for the gift you may be issued. Proof of eligibility may be requested by us.
15. If there is any reason to believe that there has been a breach of these Terms, we may, at our sole discretion, exclude a customer from using in the Platform.
16. Insofar as is permitted by law, we shall have no liability for any events or circumstances which are outside of our control in relation to the delivery of any products or services redeemed using the Platform. We shall have no

liability for damage, loss, claims, costs or expenses caused or contributed to by your continued use of defective products after a defect has become apparent, suspected or should reasonably have become apparent to you.

17. Prizeshark and us shall have no liability under these Terms for any:
 - (a) consequential losses;
 - (b) loss of profits and/or damage to goodwill;
 - (c) economic losses;
 - (d) special damages and indirect losses; and/or
 - (e) business interruption, loss of business, contracts, opportunity and/or production.
18. Subject to sections 16 and 17, Prizeshark and our total liability to you arising out of, or in connection with these Terms shall not exceed the value of all of the gifts redeemed by you on the Platform.
19. These Terms set out a contract between you, us and Prizeshark for provision of the Platform. Please read these Terms carefully and make sure that you understand them, before using the Platform. If you do not accept these Terms, you should not use the Platform.
20. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each of the parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms or their subject matter or formation (including non-contractual disputes or claims).
21. Us, Bovada, Prizeshark and the Third Parties reserve the right to cancel entries on the Platform due to technical, production, human, or other errors or issues occurred during either the preparation of the Platform, the software used, technical errors, or specific errors when allocating game play / selection odds. This includes where the errors have materially affected the result of the game play activity, or the number of claimants, or the number of prizes won. All of the software and human process interventions related to the Platform are tested carefully, however software and systems are never perfect. If the Platform suffers a software or other error as outlined above, or presents incorrect information to you, such as incorrect terms or prizes, we have the right not to honour the redemption of your gift. This includes, but is not limited to, circumstances where the problem is not obvious to you and is only discovered by us or Prizeshark when we check or verify the result of a transaction. We shall reasonably endeavour to provide you with a Platform of a high standard, however we cannot guarantee that the services will at all times perform correctly. By participating on the Platform, you confirm that you understand and agree to this section, and you must accept it as part of the service.

22. Data Protection

- (a) This section 22 provides information of which we are obliged to make you aware, under the Data Protection Act 2018 and the UK GDPR (which shall have the meaning given to it in section 3(10) and supplemented by section 205(4) of the Data Protection Act 2018) (collectively, "Data Protection Laws"). We, Prizeshark and Prizeshark's subsidiary company, Loyalty Works Limited, confirm that at all times, we will process any personal data (meaning personally identifiable data relating to a living individual) provided by you to us or Prizeshark, in accordance with the Data Protection Laws.
- (b) As explained above, we are the data controller of all personal data we hold about you, which we supply to Prizeshark in relation to the provision of the Platform. We have appointed Prizeshark to operate the Platform on our behalf, and they will need to process your data (including any personal data you supply) in order to operate the Platform. Accordingly, they are our data processor. Prizeshark will also carry out work to ensure the information they hold about you is complete, accurate and up to date. Prizeshark or their representatives may contact you for these purposes. The terms "data controller" and "data processor" are both defined terms, and have specific meanings under the Data Protection Laws. In order to participate in the Platform, you need to consent to us and Prizeshark processing your data (including personal data) in order to operate the Platform. By agreeing to these Terms, you will be deemed to have consented to such processing. You can object to such processing at any time by contacting us/Prizeshark. However, you must understand that if you do not allow Prizeshark to process your data, you will not be able to participate in the Platform. If you need us to clarify in any more detail how your personal data is processed, you can contact Prizeshark or us at any time.
- (c) In order to provide the Platform to you, Prizeshark and us will collect and process the following data from you:

- (d) information about you that you provide to us by filling in the gift claim form on the Website or by corresponding with us and/or Prizeshark by phone, e-mail or otherwise. This will include the personal details of any VIP player you provide to us on the player's behalf. Such individual's data shall be referred to as "Nominee Data" in these Terms. In these Terms reference to "your data" shall include any Nominee Data.
- (e) It is important that any individual whose Nominee Data is supplied to us for the purpose of supplying gifts from the Platform, consents to us and Prizeshark processing their Nominee Data for the purposes described in section 10(b). Accordingly, you must bring these Terms to the attention of any such nominee. By agreeing to these Terms, you are confirming that you have brought to the attention of, and the nominee has agreed to, the processing of their Nominee Data for the purposes of operating the Platform.
- (f) We and Prizeshark may receive data about you from other sources. For example, we may ask Prizeshark or its authorised agents to contact you to ensure the data we hold about you is correct, and to determine any information which we need to operate the Platform that is currently missing from our records. Prizeshark will provide that information to us, and they will also keep a copy of such data for the purposes of operating the Platform. If you would like to obtain additional information about the authorised agents that Prizeshark use for these purposes, please contact Prizeshark.
- (g) We and/or Prizeshark will use your personal data only for the following purposes:
 - (i) To enable you to use the Platform; and
 - (ii) To manage your use of the Platform. This will include contacting you to send you updates about your gift request. Such updates may be sent by us or Prizeshark.
- (h) You can obtain further information about how we and Prizeshark process your personal data by reading Bovada's privacy policy: <https://www.bovada.lv/privacy-policy> and Prizeshark's privacy policy: <https://prizeshark.com/privacy-policy/>.
- (i) In relation to any personal data that we and/or Prizeshark, on our behalf, process we and Prizeshark will:
 - (i) not retain any personal information you provide to us for longer than is necessary to provide the Platform to you; and
 - (ii) taking into account the costs of implementation and the nature and purpose of the data processing, implement appropriate technical and organizational measures to protect your personal data.